



UC2B Policy Board Agenda

Regular Meeting

July 20, 2011 – 12:00 noon

Council Chambers, 102 N. Neil Street, Champaign, Illinois

- I. Call to Order
- II. Roll Call (By Roster) – Determine Quorum
- III. Approve Agenda
- IV. Approval of Minutes from 7/6/2011
- V. ACTION*/DISCUSSION ITEMS (note in this section we will go to audience for comment prior to discussion by Board of each item, comments are limited to 5 minutes in length per person)
 - a) Marketing Committee Update – **Brandon Bowersox/John Kersh**
 - b) *Resolution Authorizing the Acquisition of Real Estate – **Teri Legner**
 - c) Update on Fiber to the Curb Construction Project – **Teri Legner**
 - d) NTIA/Grant Update – **Mike Smeltzer**
- VII. Tasks to complete for next meeting
- VIII. Items for next meeting's agenda
- IX. Public Participation
- X. **Next Meeting:**
August 3, 2011- 12:00 p.m. to 1:30 p.m.
Council Chambers, 102 N. Neil Street, Champaign, Illinois
- XI. Pending Items for future Action/Discussion:
 - a) Grant Required Approvals – **Mike Smeltzer**
 - b) Technical Committee Report and Request for approvals of items forwarded from Technical Committee and its sub-committees – **Tracy Smith**
 - c) FTTP RFP Decisions – should construction and management be included together as one RFP or not – **Tracy Smith**
 - d) Discussion of pursuing a change order for ring design in order to include a production class facility – Rough Cost Estimates – **Mike Smeltzer**
 - e) Consulting Bid results – **Teri Legner**

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UC2B Policy Board Minutes

Regular Meeting
July 6, 2011

Location:
City of Champaign Council Chambers
102 N. Neil Street
Champaign, IL 61820

Committee Members Present: Reverend Eugene Barnes for Abdul Alkalimat, Reverend Zernial Bogan, Brandon Bowersox (Acting Chair), Mike Smeltzer as proxy for Mike DeLorenzo, Brian Bell as proxy for Minor Jackson Pete Resnick, Tracy Smith, and Fred Halenar as proxy for Richard Schnuer.

Members Absent: Deborah Frank Feinen

- I. The meeting was called to order at 12:07 p.m. by Acting Chair Bowersox.
- II. Roll Call
- III. Approve Agenda: Resnick moved, Halenar seconded the motion to approve the agenda. The motion was passed by voice vote.
- IV. Approve Minutes: Resnick moved, Halenar seconded the motion to approve the minutes of the June 22nd meeting as written. The motion was passed by voice vote.
- V. Action Items:
 - a) Marketing Committee Update: Bowersox stated there will be a Marketing and Outreach Sub-committee meeting on July 12th. Some members will be attending a community event tonight (7/6) at Crystal Lake Park in Urbana to share information about UC2B.
 - b) Status of Non-Voting Member – Bogan review the proposed resolution with the committee (ATTACHMENT A –UC2B Resolution 2011-2). Bogan made a motion to approve the resolution as written. Seconded by Resnick. Committee passed by voice vote.
 - c) NTIA Grant Update - Mike Smeltzer provided a written report in the agenda packet – no discussion.
 - d) Bid Update: Teri Legner provided a written report in the agenda packet. She stated that the report speaks to process to determine whether this project can proceed or needs to be re-bid. Resnick asked about the status of the 3 entities bids. The City of Champaign has rejected both bids it received and Council has authorized staff to negotiate with the

lowest bidder. The City of Urbana and the University have not presently rejected their bids pending results of the negotiations. Bogan questioned the timeline for decisions. Revised bids need to be received by close of business on July 12. Then there is a meeting with all three entities for July 15.

- VI. Tasks for next meeting: Bowersox stated that the July 13th meeting time that was held can be cancelled if there are no action items pending..

Committee Chair Bowersox adjourned the meeting at 12:20 p.m.

Next meeting is scheduled for July 20, 2011 from 12:00 noon to 1:30 p.m. in Council Chambers at the City of Champaign, City Building, 102 N. Neil Street.

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RESOLUTION REGARDING NON-GOVERNMENTAL AND SMALL/SPECIALIZED-GOVERNMENTAL REPRESENTATIVES

WHEREAS, the Intergovernmental Agreement establishing the Urbana-Champaign Big Broadband Consortium (UC2B) provides for the appointment by the Chair of the UC2B Policy Committee (with the approval of the Committee) "one (1) non-voting representative of the non-governmental sector, and one (1) non-voting representative of small or specialized governmental users" to the Policy Committee; and

WHEREAS, the Policy Committee has chosen to appoint as the non-governmental representative a person who can represent the underserved community being served by the UC2B network; and

WHEREAS, the Policy Committee has chosen to appoint as the small/specialized governmental representative a person from the local community college, which also serves the underserved community served by the UC2B network; and

WHEREAS, the Policy Committee has found the input of these representatives to be extremely important to inform itself about the needs of the community being served by the UC2B network; and

WHEREAS, the Policy Committee believes that it is important for the community to feel that it has a more direct say in the actions of the Policy Committee via people they can consider as representing their views; and

WHEREAS, the Policy Committee has found that the current state of having these representatives sitting on the committee, yet having no ability to participate in votes, makes discussions and decision-making difficult for the committee and diminishes the input of these representatives.

NOW, THEREFORE, BE IT RESOLVED by the Policy Committee of the Urbana-Champaign Big Broadband Consortium that the Policy Committee hereby recommends to the parties to the UC2B Consortium (the City of Urbana, the City of Champaign, and the University of Illinois at Urbana-Champaign), when undertaking changes to the Intergovernmental Agreement, that the new agreement change the status of these two appointed representatives to full voting members of the Policy Committee.

PASSED BY THE POLICY COMMITTEE this ___th day of _____, _____.

Chair of the Policy Committee



To: UC2B Policy Committee
From: Teri Legner, Economic Development Manager, City of Champaign
Date: July 18, 2011
Subject: Attached Resolution Authorizing the City of Champaign to Acquire Real Estate for Purposes of Constructing the Broadband Project

The purpose of the attached Resolution is to authorize the City of Champaign to negotiate and acquire easements or real property, on behalf of UC2B, that are necessary to construct the big broadband project. This Resolution in particular recognizes the agreement with the Village of Savoy which allows for the system to be constructed and maintained with the public right-of-way pursuant to the plans and specifications as approved. The term of the agreement is for 25 years.

Approval of this Resolution will authorize the City of Champaign, as Lead Agency for Operations, to begin the process of easement acquisition in particular to provide for construction of the FTTC project as designed. Among those easements to be obtained is the stretch along E. Washington Street in Urbana and a portion in South Champaign/Savoy. This Resolution authorizes the City of Champaign to perform the tasks necessary to acquire the easements outside of the City's corporate limits, including those located within the City of Urbana and unincorporated Champaign County.

UC2B RESOLUTION NO. 2011- 03

A RESOLUTION

WHEREAS, the Intergovernmental Agreement providing for the creation of the Urbana Champaign Big Broadband System Consortium provides that UC2B shall require the acquisition of certain rights of real estate, and,

WHEREAS, construction of the UC2B network will commence shortly.

NOW THEREFORE, BE IT RESOLVED BY THE URBANA CHAMPAIGN BIG BROADBAND SYSTEM CONSORTIUM POLICY COMMITTEE, as follows:

Section 1. That the City of Champaign is hereby authorized to acquire all real estate necessary for the construction of the Big Broadband Project in a manner provided for the Lead Agency in the Intergovernmental Agreement which created the UC2B Consortium.

Section 2. That such real estate shall be acquired in the name of the City of Champaign for the use and benefit of the Urbana Champaign Big Broadband Consortium and that any documents or agreements required to accept or acquire such land may be executed by the City Manager of the City of Champaign or the City Manager's designee.

Section 3. That any easements or agreement heretofore acquired or executed by the City of Champaign relative to the right of way or the use of real property for the UC2B project, including but not limited to the agreement with the Village of Savoy, attached hereto, are hereby ratified.

Section 4. That this resolution shall be effective upon approval by the Policy Board.

RESOLUTION No. 2011- 03

DATE PASSED:

APPROVED: _____
Policy Committee Chair

**A LICENSE AGREEMENT
BETWEEN THE CITY OF CHAMPAIGN, ILLINOIS
AND THE VILLAGE OF SAVOY
TO USE REAL PROPERTY
(Urbana Champaign Big Broadband)**

CITY OF CHAMPAIGN, a municipal corporation, for and on behalf of URBANA CHAMPAIGN BIG BROADBAND CONSORTIUM (hereinafter referred to as "Grantee"), and the VILLAGE OF SAVOY, ILLINOIS ("Village"), a municipal corporation organized under the laws of the State of Illinois.

Section 1. Grant of License; Location. Grantee is hereby given license upon the terms and subject to the conditions of this Agreement to install, replace, maintain and use a buried conduit system and necessary above-ground appurtenances and equipment necessary to operate and utilize the conduit ("System") above, within and under the public right-of-way hereinafter specified. "Public Right-of-Way" means the entire width between boundary lines of every publicly maintained right-of-way when any part thereof is open to the use of the public for purposes of vehicular travel, including streets, alleys and bridges, and shall also mean those easements dedicated to the public for utility purposes.

Section 2. Term of Agreement. Subject to the conditions herein stated, the above-described uses of the public way shall exist by authority herein granted for a period of twenty-five (25) years from and after the date of approval of this Agreement by the Village.

Section 3. Location; Compliance with Ordinances. The specific location of said privileges shall be as shown on the Plans and Specifications for the Urbana Champaign Big Broadband – Infrastructure Installation, Project Number U11008, dated May 20, 2011 prepared

by Shive and NewComTech and approved by Roland White, City Engineer, City of Champaign (hereafter "Plans"), which by reference are made a part of this Agreement. Said System shall be installed, maintained and used in accordance with the ordinances of the Village, and the directions from time to time given by the Village Engineer. The rights granted to the Grantee by the Village are and shall be at all times subordinate to the Village's use of the public ways. The Grantee shall be subject to all ordinances of general applicability of the Village and such other laws and regulations of governmental bodies with regulatory authority over the Grantee or the right of way.

Section 4. Transference; Grantee Remains Liable. The privilege granted under this License Agreement may not be transferred to any other person or entity without the express written approval of the Village; provided, however, that the Grantee may assign the License Agreement to a legal entity which is a successor entity or a subsidiary or affiliate of Grantee, without consent, if prior written notice is given to the Village. Such approval shall not be unreasonably withheld. In the event the privilege herein granted is terminated or the Grantee transfers title to the System or vacates or ceases to use the System, the Grantee shall, nevertheless, remain liable to the Village under the provisions hereof, until said System herein authorized is removed, and the public way is restored as herein required. Acceptance of payment from an entity or person other than the Grantee shall not constitute a waiver of this provision.

Section 5. Installation and Maintenance; Obligation to Mark. The System hereafter installed shall be so placed and all work in connection with such installation shall be so performed as not to interfere with ordinary travel on the right-of-way of the Village unless

specifically authorized by the Village Engineer, or with any water, gas or sewer pipes or other utility conduits or cable television conduits or wires then in place, or hereafter placed. Grantee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation, except as provided in the Plans. All sidewalks, parkways or pavements, including driveway alley approaches, disturbed by said Grantee shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed unless otherwise specified by the Village Engineer. In the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement because of such disturbance or damage by the Grantee, then the Grantee shall promptly, but in no event longer than fourteen (14) days after receipt of notice from the Village or the property owner, and at the Grantee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged.

Should adverse weather conditions cause a delay in completing the work, the Grantee shall promptly notify the Village or the property owner immediately upon onset of the delay. Thereafter, the Village Engineer may, in the Engineer's sole discretion, extend such time for work completion to a date certain. The date extension shall take into account the weather conditions and other factors affecting the work. The Grantee shall complete the work on or before the date certain. Any such restoration of the Village's right-of-way by the Grantee shall be made in accordance with such materials and specifications as may, from time to time, be then provided for by ordinance or regulations of the Village and to the satisfaction of the Village Engineer. The Grantee shall notify the Village when the work is completed. If the Grantee fails

to restore the property in accordance with the above, then the Village may, if it so desires, contract with a third party for such restoration or utilize its own work forces, to restore such property. The Grantee shall pay the reasonable cost incurred by the Village for such restoration within twenty-one (21) days after the receipt of a written bill for such cost.

This provision shall not be construed to negate or modify the provisions of Section 11 of this Agreement or act as an election of remedies.

The Village shall have no obligation to mark the location of Grantee's facilities. Grantee acknowledges that it has the opportunity to become a member of the statewide "One Call" Utility Location system (JULIE), and that Grantee agrees that it will become a member as a requirement of this Agreement and that such a system is designed to alert Grantee to planned work in the right of way, so that Grantee can mark the location of its facilities to avoid damage. The Village shall have no obligation to alert Grantee to proposed work by itself or others, other than as a participating member of the JULIE system.

Section 6. Repeal; Relocation; Removal.

- (a) Repeal. The permission and authority herein granted may be revoked by the Village if the Grantee fails or neglects to comply with the conditions of this License Agreement, but only after being given a reasonable amount of time to cure any defaults.
- (b) Relocation of System. Upon the determination by the Village Board for good cause shown that it is necessary to relocate said System or any part thereof, the Grantee shall relocate the System and shall bear the sole expense of relocation.
- (c) Removal Upon Termination. Upon termination of the privileges herein granted, by lapse of time or otherwise, the Grantee without cost or expense to the Village, shall remove the System herein authorized and restore the public way to as good a condition as existed prior to such installation and to the reasonable satisfaction of the Village Engineer. In the event of the failure, neglect or refusal of said Grantee to remove the System, the Village shall have the choice of either performing said work and charging the cost thereof to said Grantee or determining that said work shall be performed by a contractor, and billing the Grantee for the cost of said contract. The cost incurred by the Village in such

System removal shall be promptly paid by the Grantee within twenty-one (21) days after a bill for costs is deposited in the mail or presented to Grantee, or the Village may proceed against the surety bond of the Grantee or pursue any other remedies provided by law.

Section 7. Insurance. The Grantee shall, at its own expense, provide and maintain liability insurance in the sum of at least One Million Dollars (\$1,000,000.00). The aforementioned insurance coverage shall be maintained at all times by the Grantee until the System referred to in this Agreement is removed and the public way is properly restored as herein required. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder. Said insurance shall name the Village as an additional insured.

Section 8. Permits The permission and authority herein granted shall not be exercised and no work to the System shall be done until any Village permit that is required by the nature of the work to be performed by the Grantee (e.g. Right-of way excavation permit) shall have been issued by the Director of Public Works, or other Village official authorized to issue such permit(s). Such permit(s) shall be subject to revocation for violation of any part of this Agreement or violation of any of the ordinances or regulations of the Village.

Section 9. Indemnification. The Grantee shall hold and save the Village, its officers, agents and employees (collectively referred to within this Section as "Village"), harmless from any and all liability and expense, including but not limited to judgments, costs and damages, and attorney's fees arising out of the existence, installation, removal, relocation, alteration, repair, maintenance, restoration and any other aspect of the System herein referred to; and also hold the Village harmless from any and all damages to the System on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, water main, conduit, pipe, pole and all aspects of any other utility or public facility.

Except for gross negligence or willful or wanton conduct by the Village, the Grantee shall indemnify and hold the Village harmless from any and all damages and claims arising out of damage to the System caused in whole or in part by the Village, its officers, employees and agents or by any other person(s), whether or not they have a permit from the Village and whether or not they are associated with the Village in any direct or indirect manner.

Grantee waives all claims, except for gross negligence or willful or wanton conduct by the Village, its officers, employees and agents, against the Village, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the System structures done, in whole or in part, by the Village or by any other person(s) whether or not they have a permit from the Village and whether or not they are associated with the Village in any direct or indirect manner. As part of this provision, the Grantee shall, at its own expense, defend all suits and does agree to indemnify and save harmless, except for gross negligence or willful or wanton conduct by the Village, its officers, employees and agents, the Village from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to the Grantee or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the installed System constructed under or by virtue of this Agreement, and shall save and keep harmless the Village from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof.

Notice in writing shall be promptly given to Grantee of any claim or suit against the Village which, by the terms hereof, the Grantee shall be obligated to defend, or against which the Grantee has hereby agreed to save and keep harmless the Village. The Village shall furnish to the Grantee all information in its possession relating to said claim or suit, and cooperate with said Grantee in the defense of any said claim or suit. The Grantee agrees to provide notice in writing to the Village Attorney of the Village of any claim or suit against the Grantee and/or its

officers or employees which may directly affect the System or directly or indirectly affect this Agreement or the property referred to herein, whether or not the Village has been made a defendant or respondent to the legal action. The Village may, if it so desires, assist in defending any such claim or suit. The Grantee further agrees that it will pay the costs incurred by the Village for the necessary defense of any suit against the Village resulting from this Agreement. The Grantee will not rely upon governmental immunity afforded to the Village. The indemnification and waiver provided in this Section shall be enforceable solely by the Village and shall not operate as an indemnification or waiver as to any third party.

Section 10. Renewal. This twenty-five (25) year license shall be renewable for four (4) additional five (5) year terms, provided however that Grantee is in full compliance with the terms and provisions of this agreement at the time of renewal. Grantee shall make a written request for renewal of this agreement at least six (6) months prior to the expiration of the current term, such request to be directed to the Village Mayor. Any request for authority for the continued maintenance and use of the public ways as herein described after this Agreement expires or is otherwise terminated in any manner must be specifically obtained from the Village Board subject to the terms and conditions that may be agreed upon at that time. Renewal authority shall be requested by the Grantee not less than six (6) months prior to the expiration of this Agreement.

Section 11. Termination. This Agreement may be terminated by the Village, if after at least twenty-one (21) days written notice to the Grantee, the Grantee fails to remedy an alleged material breach of the Agreement specified in such notice. If the alleged breach is incapable of being remedied within said twenty-one (21) days, this Agreement may be terminated unless the Grantee has taken substantial steps to remedy the alleged breach within said twenty-one (21) days and notified the Village of such steps.

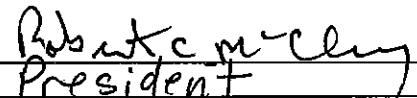
Section 12. Effective Date. This Agreement shall be in full force and effect upon execution by the parties hereto.

Section 13. Information for Maps and GIS. The Village and the Grantee agree to cooperate with each other in reasonably providing and making available, without cost to the other, such data and information with respect to the location of facilities of the Grantee and the location of public improvements of the Village in the public ways as may be reasonably be required by the other. The Grantee shall contribute information concerning all of its facilities in the County to the Champaign County GIS (Geographic Information System) Consortium at no cost in the standard format required by the Consortium.

CITY OF CHAMPAIGN, ILLINOIS
A municipal corporation


VILLAGE OF SAVOY, ILLINOIS

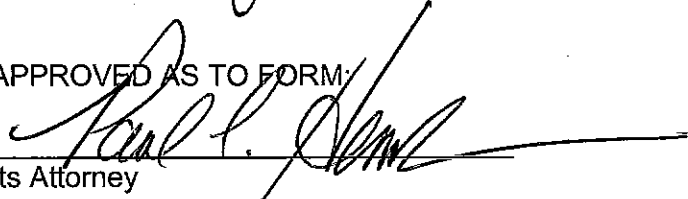
By 
City Manager

By 
Its President

ATTEST: 
City Clerk

ATTEST: 
Its Clerk

APPROVED AS TO FORM FOR CITY:

City Attorney

APPROVED AS TO FORM:

Its Attorney



UC2B Policy Committee

From Teri Legner, Economic Development Manager, City of Champaign

Date: July 18, 2011

Subject: Update on Status of Fiber-To-The-Curb Construction Project

The purpose of this report is to advise the Policy Committee on the status of the Fiber-To-The-Curb (FTTC) construction project. This report does not discuss options for reducing the scope of the project as negotiations with the contractors are still underway.

Staff from both Cities, along with Shive-Hattery, have been negotiating with John Burns Construction and Western Utilities Contractors to reduce the scope of the FTTC project and associated costs. John Burns is the apparent low bidder on the Urbana portion and Western is the apparent low bidder on the Champaign portion. Western is also the apparent low bidder on the UI portion of the project. Earlier this month, it was determined that a change in scope would need to yield approximately \$2.67 M in reduced costs in order for the project to proceed. Otherwise, a more severe change in scope would need to be designed and the project would likely need to be re-bid in whole.

At the last meeting of the Policy Committee, staff reported that negotiations would be completed by July 12 and that a final decision on how to proceed would be made, in conjunction with the Chancellor's Office by the 15th. On July 15th representatives from all of the member entities were present to learn of the current status of negotiations and to determine a course of action for the process moving forward. Among the options that have been considered are 1.) re-bid the project in part; 2.) re-design and re-bid the project in whole; and 3.) authorize Shive to negotiate further with the contractors to achieve the maximum amount of savings possible prior to making a decision to re-design and re-bid.

At this time, there is still a gap between the current revised costs and the construction budget that would include a 10% contingency. However, the gap has been significantly reduced so Shive has been authorized to negotiate further with the contractors.

It is anticipated that staff will have a further update for the Policy Committee on Wednesday.



NTIA and Grant Update – 7/15/11

The regularly scheduled call with NTIA for the morning of 7/15 included Terry Legner and staff from Grants and Contracts.

The big news is that we now have a new Federal Program Officer (FPO). As part of NTIA's internal checks and balances, FPOs are being rotated. Our new FPO is fairly new to NTIA, but will get assistance from our previous FPO during the transition.

We discussed the pending budget revision, and they now want this formally submitted, so I will do that.

We also discussed the pending Revised Environmental Assessment and the timing of that process. While we have received our OK from Fish and Wildlife and we are still waiting on State Historic Preservation Organization (SHPO) approval. I have asked the Governor's office to nudge them. The approval by NTIA is all queued up and ready to be processed, but we need the SHPO approval first.

We also discussed the status of our on construction bids. NTIA is anxious for us to get started building fiber plant. They are also anxious for us to get signed agreements from our Anchor Institutions for UC2B service. More work for attorneys.

There is a chance that the on-site visit may move up one day to the 10th and 11th of August. They promised to bury us with materials in advance of those two daylong meetings. That Wednesday is not a regular day for a Policy Board Meeting, but it might be convenient to schedule one for August 10th in order to facilitate some interaction with the NTIA review team.

The next call is scheduled for July 27th.

Adtran FTTP Electronics – We are still processing the paperwork that is required to get the demo equipment. We have now reserved a 200-seat auditorium in the Siebel Center for the evening of Thursday September 15th and a 200-seat auditorium in the Digital Computer Lab for the morning of Saturday September 17th for public demonstrations of this technology. The dates were moved back to allow more time for the equipment to arrive and to prepare for the demonstrations.

Revised Environmental Assessment – Columbia Telecommunications Corporation (CTC) has filed our requests with the State Historic Preservation Agency as well as with Fish and Wildlife. We have received our OK from Fish and Wildlife and are now waiting on the State Historic Preservation Agency approval.

Construction Update – Teri will have a separate update on the construction process.

Save the Date – The October 5th Central Illinois Broadband Summit has been moved to the NCSA Auditorium. There was a double-booking issue with the iHotel. An Illinois Broadband Deployment Council meeting will be in the morning. A Partnership for a Connected Illinois meeting, and a Central Illinois ARRA project spotlight will be in the afternoon. You are all invited and if you can spend the entire day, you will learn about Central Management Services big BTOP project, as well as hear from the team doing research on UC2B. There may also be an update on NCSA's activities.

Mike