

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION
OF THE AMENDMENT TO AGREEMENT RELATING
TO RECONSTRUCTION OF PARK STREET AND
FUTURE MAINTENANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

1. That an Amendment to Agreement Relating to
Reconstruction of Park Street and Future Maintenance between
the City of Urbana, Illinois and The Carle Foundation, a copy of
which said Agreement is attached hereto and incorporated herein
by reference, be and the same is hereby approved.

2. That the Mayor of the City of Urbana, Illinois, be
and the same is hereby authorized to execute said Agreement for
and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote,
the "ayes" and "nays" being called, of a majority of the members of
the Council of the City of Urbana, Illinois, at a regular meeting
of said Council on the 19th day of January, 1981.

PASSED by the City Council this 19th day of January,
1981.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

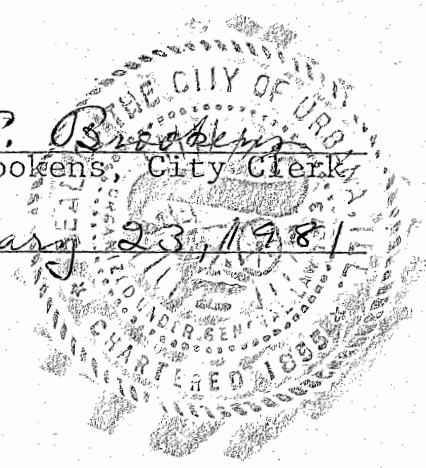
APPROVED by the Mayor this 22nd day of January,
1981.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8081-73 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

January 23, 1981
Date



AMENDMENT TO AGREEMENT
RELATING TO RECONSTRUCTION OF
PARK STREET AND FUTURE MAINTENANCE

This amendment made and entered into this ____ day of _____, 198__, by and between The City of Urbana, Illinois, a Municipal Corporation, hereinafter referred to as "City", and The Carle Foundation, a General Not-For-Profit Corporation of Illinois, hereinafter referred to as "Carle".

W I T N E S S E T H:

WHEREAS, Carle and the City entered into a certain agreement relating to the reconstruction of Park Street and the future maintenance thereof dated March 13, 1975, a copy of which is attached hereto and made a part hereof by reference; and

WHEREAS, the City and Carle have determined that it is in the best interest of the public and of the parties that said agreement should be amended to more properly reflect the present agreements of the parties concerning the use of the property described in said agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in said agreement and contained herein, the City and Carle agree to amend said agreement as follows:

1. Paragraph 1 is hereby deleted and the following is substituted therefore:

Carle, at its expense, shall cause Park Street to be reconstructed after any excavation or change in said street is caused by Carle or its contractors, agents, and employees, so that the present roadway area and curbs and surface conditions will be essentially the same as now exist. Said reconstruction will be completed within six months of the date a certificate of occupancy for any structure built under or over Park Street is issued by the City. Elevation

variances shall not exceed 12 inches, and curb horizontal location variances shall not exceed a total of 12 inches face to face of curbs. Alignment and slope (maximum 3.0%) shall be controlled so that gradual return shall be accomplished to the existing street elevations and curb alignments of the east and west extremities of the construction area. Surface and roadbed reconstruction shall be concrete with a six inch minimum thickness, or of bituminous material with a three inch thickness on a five inch stabilized bituminous subbase. Compaction of roadbed and backfill areas adjacent to the roadway shall be a minimum of ninety-five per cent of optimum density. Reconstruction of the street, Park Street curbs, and the construction of any below street structures shall be in accordance with the now current H.S. 20 design loading criteria of the State of Illinois, Department of Transportation. Below street structures located between Park Street curbs shall not be located so that the top of the top slab of any such structure is higher than twelve inches below the low point of the street gutter, except that any structural pillars or beams may extend above said point in compliance with plans and specifications provided by Carle and approved by the City. All construction shall be in accordance with the plans and specifications placed on file and approved by the Engineering Department of the City of Urbana, Illinois. The Engineer of the City shall have the authority to modify and approve additional variances from the above established variance limits and minimums, not to exceed a twenty per cent change, when such change is supported by said persons finding that the same is required or

desirable based upon sound engineering standards, and construction and design principles.

2. Paragraph 3 is hereby deleted and the following is substituted therefore:

It is agreed that Carle hereby releases and waives any and all present and future rights, claims, and causes of action against the City and its agents and employees for damages to structures and equipment built or located by Carle below or above Park Street, caused by the existence and/or use of Park Street in its customary use, including storm water collection, by the City or the general public as limited under the terms of this Agreement; and Carle further agrees to indemnify and hold the City harmless with respect to any such claims by third parties, and personal injury claims of third parties occupying areas located under or over Park Street.

3. Paragraph 4 is hereby deleted and the following is substituted therefore:

Carle agrees that it will build no structure above the surface of said Park Street within 12 feet of the surface of Park Street pavement as it presently exists or as it may be reconstructed, in accordance with the terms of this agreement or other applicable ordinances and codes of the City. Said 12 feet shall be measured from the centerline of said street to the lowest point of any structure which may be constructed, installed or otherwise placed over said street.

4. In all other respects, said attached agreement, as hereinabove amended, shall remain in full force and effect and shall be binding upon the parties, their administrators, assigns and successors in interest.

Signed the day and year above first written.

THE CARLE FOUNDATION, a General
Not-For-Profit Corporation of Illinois

By _____

Attest:

THE CITY OF URBANA, ILLINOIS, a
Municipal Corporation

By _____
Jeffrey T. Markland, Mayor

Attest:

Ruth S. Brookens, City Clerk

7-2-11-5
Park St

AGREEMENT RELATING TO RECONSTRUCTION OF
PARK STREET AND FUTURE MAINTENANCE

THIS AGREEMENT, made and entered into this 13 day of March,

1975, by and between THE CITY OF URBANA, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City," and THE CARLE FOUNDATION, a General Not-For-Profit Corporation of Illinois, hereinafter referred to as "Carle;"

WITNESSETH:

WHEREAS, Carle is engaged in an expansion program for development and redevelopment of real estate which is contiguous to that portion of Park Street that lies between the east right-of-way line extended of Coler Avenue and the west right-of-way line extended of Orchard Street, all in the City of Urbana, Illinois, said portion of Park Street being hereinafter referred to as "Park Street;" and that the proposed construction procedures will require temporary closing of Park Street and excavation of portions thereof, and

WHEREAS, the City and Carle have determined that it is in the public interest and in the best interest of all concerned that certain agreements be concluded relating to the reconstruction of Park Street and the future maintenance of Park Street.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Carle agree as follows:

1. Carle, at its expense, shall cause Park Street to be reconstructed after any excavation or change in said street is caused by Carle or its contractors, agents, and employees, so that the present roadway area and curbs and surface conditions will be essentially the same as now exist. Said reconstruction will be completed within six months of the date a certificate of occupancy for any structure built under Park Street is issued by the City. Elevation variances shall not exceed 12 inches, and curb horizontal location variances shall not exceed a total of 12 inches face to face of curbs. Alignment and slope (maximum 3.0%) shall be controlled so that gradual return shall be accomplished to the existing street elevations and curb alignments of the east and west extremities of the construction area. Surface and roadbed

reconstruction shall be concrete with a six inch minimum thickness, or of bituminous material with a three inch thickness on a five inch granular or stabilized bituminous sub-base. Compaction of roadbed and backfill areas adjacent to the roadway shall be a minimum of ninety-five per cent of optimum density. Reconstruction of the street, Park Street curbs, and the construction of any below street structures shall be in accordance with the now current H.S. 20 design loading criteria of the State of Illinois, Department of Transportation. Below street structures located between Park Street curbs shall not be located so that the top of the top slab of any such structure is higher than twelve inches below the low point of the street gutter. All construction shall be in accordance with plans and specifications placed on file and approved by the Department of Public Works of the City of Urbana, Illinois. The Director of Public Works or the City Engineer of the City shall have the authority to modify and approve additional variances from the above established variance limits and minimums, not to exceed a twenty per cent change, when such change is supported by his finding that the same is required or desirable based upon sound engineering standards, and construction and design principles.

2. Immediately after reconstruction is completed and the street is again opened for the general use of the public, the City shall resume all control and normal maintenance and repair responsibilities for said street. However, it is expressly understood that if any special repairs or maintenance to the road structure or adjacent to the road structure are required by reason of the existence of the underground structures or the excavation performed by or on behalf of Carle, the expense therefor shall be borne by Carle to the extent that the said underground structures, or excavation, caused the need for such repairs or special maintenance and the remainder of any such expense shall be borne by the City. In the event special repairs and maintenance are required, Carle shall have 30 days from date of written notification from City to provide a contractor acceptable to the City to do said work; provided, however, that if Carle fails to so provide a contractor the City may then act to do the

special repairs and maintenance; and, in either event, the expense thereof shall be apportioned as hereinabove provided. Both parties shall have the right to provide emergency repairs or special maintenance, but shall do no more than is reasonably necessary to abate the emergency. In the event the City and Carle do not agree on the proper allocation of maintenance and repair expense either party may demand arbitration by an arbitration panel of three individuals, one to be selected by each party, and the third to be selected by the two individual arbitrators selected by the City and Carle. The final decision by the majority vote of the arbitration panel shall be advisory only and not binding on the City or Carle. All such arbitration proceedings shall be in accordance with the Uniform Arbitration Act of the State of Illinois unless otherwise agreed to in writing by the City and Carle.

3. It is agreed that Carle hereby releases and waives any and all present and future rights, claims, and causes of action against the City and its agents and employees for damages to underground structures and equipment built or located by Carle below Park Street, caused by the existence and/or use of Park Street in its customary use, including storm water collection, by the City or the general public as limited under the terms of this Agreement; and Carle further agrees to indemnify and hold the City harmless with respect to any such claims by third parties, and personal injury claims of third parties occupying areas located under Park Street.

4. Carle agrees that it will build no structure above the surface of said Park Street within 17 feet of the elevation of 729.21 feet above sea level as measured on the centerline of said street.

5. The content of this Agreement shall not be deemed to alter or interfere with the rights of either party under the now current Local Improvements Act (Ill. Rev. Stats., Ch. 24, §9), so long as such rights are not inconsistent with the terms hereof.

DATED AND ENTERED INTO THIS 13 day of March, 1975.

CARLE:

THE CARLE FOUNDATION

By *G.P. Dewley*

ATTEST:

Kenneth L. ...

CITY:

THE CITY OF URBANA, ILLINOIS

By *Kevin Paly*
Mayor

ATTEST:

Dream ...
City Clerk