



CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS

ADMINISTRATION

M E M O R A N D U M

TO: Bruce K. Walden, Chief Administrative Officer

FROM: William R. Gray, P.E., Public Works Director

DATE: February 24, 2000

RE: **Agreement for Temporary Use of Right-of-Way
1008 W. Stoughton Street**

INTRODUCTION

The City of Urbana has recently received plans for a new apartment building at 1008 W. Stoughton Street. Included with these plans was the construction of a below-grade-parking garage to accommodate the apartment units above. Due to a lack of room on private property and the method of construction for the below-grade-parking garage, Harrco Construction, Inc., the contractor, is requesting to make use of the north Stoughton Street right-of-way, which is approximately twenty feet in depth across the 133-foot frontage (see Exhibit A). This use of the public right-of-way will allow for the construction of the below-grade-parking garage.

The Community Development Department and the Public Works Department have reviewed these plans and are agreeable to grant, on a temporary basis, the use of said right-of-way for construction purposes. The contractor understands that any and all damage that would occur in the right-of-way would be restored per City specifications.

BUDGET IMPACT

There would be no budget impact outside of the usual construction inspection by city staff that is already covered by right-of-way and building permit fees. All costs to replace the sidewalk, parkways, and any other features that would be damaged would be done at contractor expense.

ACTION REQUESTED

It is recommended that the City Council favorably consider the ordinance that would grant the Mayor and the City Clerk to sign this AGREEMENT FOR TEMPORARY USE OF RIGHT-OF-WAY.

WRG:klf

AGREEMENT FOR TEMPORARY USE OF RIGHT-OF-WAY

ADMINISTRATION · ARBOR · ENGINEERING · ENVIRONMENTAL MANAGEMENT
EQUIPMENT SERVICES · OPERATIONS · PUBLIC FACILITIES

[at 1008 W. Stoughton Street]

THIS AGREEMENT, made and entered into this _____ day of _____ 2000 by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (hereinafter "City"), and HARRCO CONSTRUCTION, INC. (hereinafter referred to as "Harrco").

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the City and Harrco do mutually covenant and agree as follows:

A. Stoughton Street is a 66-foot dedicated right-of-way between the west right-of-way of Gregory Street and the east right-of-way of Harvey Street.

B. Harrco is herein granted by the City a limited right to excavate within said right-of-way for the purposes of constructing an underground parking garage and an aboveground apartment building. Said excavation is temporary in nature in order to facilitate the construction of an underground parking garage and above ground apartment building. This grant of authority does not include the right of said parking garage or apartment building to encroach into the Stoughton Street right-of-way.

C. The purpose of the herein permitted right to excavate upon such right-of-way shall be limited solely to the construction of an underground parking garage and above-ground apartment building structure location, of which is shown on Exhibit A, and for incidental uses directly related thereto. Upon completion of said construction and satisfactory restoration per Paragraph (D), this Agreement shall immediately lapse and terminate. Any additional use of said right-of-way, other than that specifically named, without the further express written consent of the City, shall be construed as a violation of this agreement and an automatic and immediate termination of this agreement.

D. When so instructed by the Director of Public Works of the City of Urbana (hereinafter "Director"), Harrco will cause the Stoughton Street right-of-way at 1008 W. Stoughton, or any portion thereof, to be restored as nearly as possible in conformance with the Director's request, within thirty (30) days after receipt of written notice from the Director. Harrco is solely and entirely responsible for any and all costs directly or indirectly related to such restoration, including but not limited to replacement of sidewalk, curb and gutter, street pavement, and restoration of parkway in-kind.

E. In the event Harrco fails to restore said right-of-way per Paragraph (D), the City or its duly-authorized agent will restore said sidewalk, curb and gutter, street pavement and parkway in-kind and charge all costs and expenses incurred in such restoration to Harrco. Should Harrco fail in any way to make timely payment to the City for such costs and expenses, Harrco agrees to pay, in addition to any amount so owed, reasonable attorney's fees and court costs incurred in the collection of such amount.

F. Harrco agrees that it shall indemnify, save and keep harmless the City, its officers, employees or agents, from any and all claims for damage to real and personal property, and

injuries to or death suffered by persons by reason of the construction, restoration, repair or use of the Stoughton Street right-of-way, its successors, assigns, tenants, guests or agents thereof.

G. Notwithstanding anything to the contrary herein, the City reserves the right to terminate this agreement at any time, if, in the sole discretion of the Director of Public Works, the public good requires the City to regain the full use of said right-of-way free of rights granted to Harrco herein in which case Harrco agrees to restore the right-of-way as set forth in Paragraph (D) above.

H. This Agreement shall be expressly binding upon the parties, their successors and assigns.

CITY OF URBANA, ILLINOIS

By: _____
Tod Satterthwaite, Mayor

ATTEST:

Phyllis Clark, City Clerk

HARRCO CONSTRUCTION, INC.

By: _____
President

ATTEST:

Secretary

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN AGREEMENT FOR TEMPORARY USE OF RIGHT-OF-WAY
(1008 W. STOUGHTON)**

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

Section 1. That an Agreement For Temporary Use of Right-of-Way in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor and the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____, 2000.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2000.

Tod Satterthwaite, Mayor