

ORDINANCE NO. 9293-98

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE CARLE FOUNDATION DEVELOPMENT AGREEMENT

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois to enter into a development agreement with The Carle Foundation covering traffic improvements to the intersections at Orchard Street and University Avenue, and Fairview Avenue and Lincoln Avenue, and the vacation of Park Street; and

WHEREAS, a written copy of such an agreement entitled "THE CARLE FOUNDATION DEVELOPMENT AGREEMENT" has been presented to and is now before this meeting.

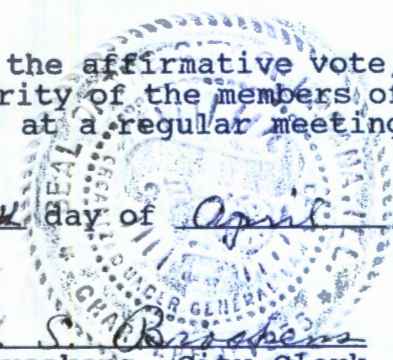
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Council hereby approves the City entering into a development agreement with The Carle Foundation covering traffic improvements to the intersections at Orchard Street and University Avenue, and Fairview Avenue and Lincoln Avenue, and the vacation of Park Street.

Section 2. That the Mayor is hereby authorized to execute and deliver such an agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached hereto and incorporated herein. The City Clerk is authorized to attest to such execution thereof.

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.

PASSED by the City Council this 19th day of April, 1993.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 22nd day of April, 1993.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9293-98 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

April 21, 1998
Date



THE CARLE FOUNDATION DEVELOPMENT AGREEMENT

In consideration of the mutual covenants and conditions contained in this Agreement, the City of Urbana, Illinois, a municipal corporation, and The Carle Foundation, a general not-for-profit corporation, agree as follows:

Section 1. Definitions. For the purposes of this Agreement, unless the context clearly requires otherwise, the following words and terms when used in this Agreement shall have the following meanings:

The City means the City of Urbana, Illinois.

Carle means The Carle Foundation.

Parties means collectively the City and Carle.

Section 2. Authority. The parties hereby represent to each other that they have full power and authority to execute this Agreement and that the Agreement is a legal, valid and binding obligation of each party, enforceable against the other in accordance with its terms.

Section 3. Vacation of Park Street. The City agrees to vacate 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, subject to any existing easements for public utilities. The parties agree that the City shall have the right to enter upon the vacated right-of-way for the purpose of salvaging and removing existing street lights, brick pavers, and any other equipment or materials in the right-of-way. This right shall terminate on the thirtieth day following receipt of written notification from Carle of its intent to commence work upon the vacated right-of-way.

Section 4. Orchard Street and University Avenue. Carle agrees to reimburse the City for the City's entire cost of installing an actuated left-turn signal phase to University Avenue at the Orchard Street intersection. The City shall make the final determination as to the equipment and improvements necessary for the installation of the actuated left-turn signal. The equipment and improvements may include, but is not limited to, the addition of vehicle detectors in the left-turn lanes of University Avenue, left-turn signal faces, and any signal controller equipment necessary to provide the added signal phase.

Section 11. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective authorized successors and assigns.

Section 12. No joint venture, agency, or partnership created. Nothing in this Agreement, nor in the actions of the parties pursuant to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 13. No personal liability of officials of the City. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the City Council nor any official of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

Section 14. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City's Code of Ordinances, or any part thereof, is, or may later be, in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling.

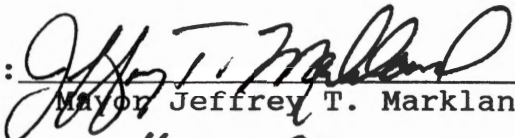
Section 15. Prior Agreements. The Agreement between the City of Urbana and the Carle Foundation, a general not-for-profit corporation of Illinois, dated the 13th day of March, 1975 and entitled "Agreement Relating to Reconstruction of Park Street and Future Maintenance" which was approved by Resolution duly adopted by the Urbana City Council, being Resolution No. R7475-R-45 which said Agreement was modified by a later Agreement dated February 18, 1991 and entitled "Amendment to Agreement Relating to Reconstruction of Park Street and Future Maintenance" which said Agreement was approved by Ordinance 8081-73, essentially provides for the reconstruction of Park Street following certain improvements constructed by Carle Foundation following the partial vacation of Park Street and sets forth limitations on the liability of the City for the maintenance of Park Street and any damages to the Carle Foundation improvements after such reconstruction. It is agreed by the parties hereto that the aforesaid Agreement of March 13, 1975 as modified, shall serve no future useful purpose and as such the parties hereto agree that such Agreement as modified, is hereby terminated and neither party shall have any further obligation under the Agreement as modified.

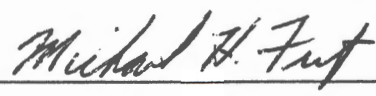
Section 16. Effective Date. The parties hereby agree that the effective date of this Agreement shall be the date the Agreement is executed by the City as indicated by the date beneath the Mayor's signature.

IN WITNESS WHEREOF the City and Carle have caused this Agreement to be executed by their duly authorized officers.

CITY OF URBANA, ILLINOIS

THE CARLE FOUNDATION

By: 
Mayor Jeffrey T. Markland

By: 

Date: 4-22-93

ATTEST:

ATTEST:

By: 
City Clerk Ruth S. Brookens

By: 