

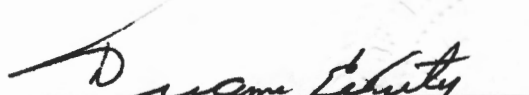
RESOLUTION NO. 7475-R-45

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, that the Mayor is hereby authorized and directed to execute on behalf of the City of Urbana the attached Agreement Relating to Reconstruction of Park Street and Future Maintenance.

PASSED by the City Council this 3 day of


March, 1975.



Duane Eckerty, City Clerk

APPROVED by the Mayor this 13 day of

March, 1975.



Hiram Paley, Mayor

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 align-
ments 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 [Signature]

CITY:
THE CITY OF URBANA, ILLINOIS
By [Signature]
Mayor

ATTEST:
[Signature]

ATTEST:
[Signature]
City Clerk