

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY AND COUNTY REGARDING FRINGE DEVELOPMENT
AND ANNEXATION

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois to enter into An Agreement Between the City and County Regarding Fringe Development and Annexation; and

WHEREAS, a written copy of such Agreement 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 An Agreement Between the City and County Regarding Fringe Development and Annexation.

Section 2. That the Mayor is hereby authorized to execute and deliver such 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 21st day of March
1994.


Phyllis D. Clark
Phyllis D. Clark, City Clerk

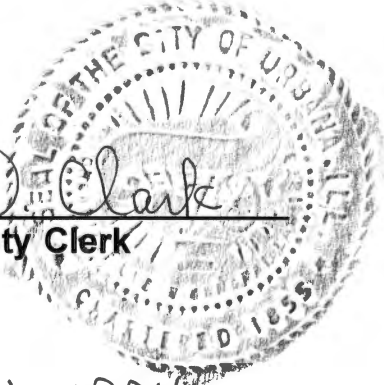
APPROVED by the Mayor this 21st day of March
1994.

Tod Satterthwaite
Tod Satterthwaite, Mayor



THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9394-79 AND IS INCORPORATED THEREIN BY REFERENCE.


Phyllis D. Clark, City Clerk



March 21, 1994
Date

**AN AGREEMENT BETWEEN THE CITY AND COUNTY
REGARDING FRINGE DEVELOPMENT AND ANNEXATION**

I. Principles. The City of Urbana, hereafter "City", and the County of Champaign, hereafter "County", hereby agree to the following principles:

- A. It is in the best interests of all citizens to provide for the orderly development of the urbanized area.
- B. The City has the ability to provide public services within the developed areas more effectively and economically than the County. The County has the ability to provide public services more effectively and economically within the rural areas.
- C. In order to preserve agricultural land and provide necessary public services to developed areas as effectively as possible, new developments should be encouraged to locate contiguous to the existing developed areas.
- D. Development on the urban fringe but outside the City limits shall be built, to the extent possible, consistent with plans established for growth and standards acceptable to the City.
- E. The City and County share responsibility for continuing and maintaining a viable system of roads within the County. The County shall not avoid funding projects because they are in the urban fringe, and the City shall not avoid annexing property because it increases its responsibility for road construction and maintenance.
- F. Because growth of the urbanized area necessarily has an impact on the tax base of the jurisdictions involved, this agreement is intended to mitigate disruption in budgetary planning for the County during the period addressed.

II. County Tax Base Maintenance.

- A. Sales Tax Replacement Payments. The City shall, for a period of ten years from the date of City annexation of a covered business property, pay to the County the equivalent amount of sales tax (or retailers occupation tax) which the County would otherwise have received from the covered business, subject to the "maximum annual payment" referred to in Section II D, E and F.

B. Covered Businesses. The following businesses shall be considered covered businesses for the purposes of this Agreement:

1. businesses identified as "Exhibit Business" on Attachment A whether located on the premises described in Attachment A or on other unincorporated premises;
2. businesses which: a) succeed in tenancy to the same premises as a business identified in Attachment A which identified business no longer exists; and b) which would be classified under the same four digit code by the Standard Industrial Classification Manual (Office of Management and Budget, National Technical Information Service, 1987) as the prior business;
3. businesses which succeed in ownership to a covered business identified in Attachment A on the same premises or on other unincorporated premises.

C. Interruption or Change in Ownership after Annexation. Should a covered business cease operation for a period of three (3) months, payments provided for herein related to that location shall cease; provided, however, that if a covered business ceases business due to emergency circumstances beyond the control of the owner or tenant, for example fire or other acts of God, then payments shall continue on the resumption of the operation of the covered business. Additionally, should state law change concerning imposition (as of the date hereof) of a one percent (1%) sales tax which is applicable only to retail businesses outside the corporate limits of municipalities, payments by the City shall be adjusted to reflect such changes correspondingly.

D. Limitations on Annual Payment. It is the intent of this Agreement to reduce the immediate impact on the County sales tax base resulting from the annexation by the City of certain retail businesses. For this reason, this Agreement provides for a maximum annual payment to the County of such "lost" sales taxes. Accordingly, the maximum amount of sales taxes paid to the County with respect to any covered business on an annual basis shall be determined (in accordance with "F" below), as of the date that the annexation ordinance is effective; the amount so determined shall be the maximum amount the City shall pay to the County on an annual basis, each year thereafter ("maximum annual payment"). Furthermore, payments under this agreement shall continue only so long as the City actually receives such taxes in at

least the amount required to be paid hereunder to the County (less deductions for administrative expenses for the retailer or state as provided by law) from the State of Illinois as sales tax generated by such businesses.

E. Provisions of Annexation Agreement. The City agrees that it will include as a provision of any annexation agreement for property occupied by covered businesses a provision which will require the covered business to provide sales figures for the most recently completed twelve full months prior to the date the annexation ordinance is passed by the City Council for purposes of calculating "the maximum annual payment." Should annexation occur without an agreement, the City and County agree to use whatever means is at their disposal to gain accurate figures or to develop reasonable estimates of the figure for purposes of this Agreement. In absence of reliable figures, the City Manager and the County Board Chair are authorized to agree upon a figure for any individual parcel of property.

F. Procedures for Collection and Payment of Tax Base Maintenance Payments. Annually, during April and before April 30 of each year:

1. For properties annexed in the preceding calendar year, the City shall certify the amount of sales tax that was paid to the County from sales generated from each covered business on property annexed to the City for the twelve full months prior to the date the annexation ordinance was effective. (For example, if the annexation ordinance was effective on June 14, 1994, the twelve full months prior to that date would be June 1993, through and including May 1994.) The amount so calculated shall be called the "maximum annual payment" for that covered business. This amount shall be the maximum amount payable by the City to the County for each individual property for any calendar year under this Agreement.
2. The City shall pay to the County the sales tax due under this Agreement paid by covered businesses in the preceding calendar year, starting with the sales tax paid for the month subsequent to the effective date of the annexation ordinance and continuing for 120 months, unless terminated earlier as provided herein. (For example, if property on which an covered business operates is annexed effective June

14, 1994, payment shall be made in April 1995 in the amount of the July 1994 through December 1994 sales taxes. Payments shall be made for calendar years 1995 through 2003. In April 2005, final payment shall be made for January through June 2004.)

3. Errors or Omissions in Payment. If it shall appear that an amount which was due to be paid or credited under this Agreement was not so paid or credited, then such amount shall be paid or credited within a reasonable time of discovery of such error or omission, provided that no amounts shall be so paid or credited unless a claim is made by the party claiming such within three (3) years after the amounts were due.

III. Information Sharing.

- A. The County agrees to provide the following information for properties within one and one-half (1 1/2) miles of the City boundaries:
 1. Notification in writing as soon as practicable of any application prior to the County pre-application conference for zoning change or special use.
 2. All applications for zoning use permits no later than seven (7) working days after receipt.
 3. The application for a zoning change, special use or variation at least fourteen (14) days prior to the closing of any public hearing before the County Zoning Board of Appeals or the Environmental and Land Use Committee regarding the application. Supporting documentation will be provided as available.
- B. The City agrees to provide to the County notice of any public hearing on annexation agreements at least seven (7) days prior to the public hearing on such agreement. Additionally, the City shall provide to the County, notice of all annexations within twenty-eight (28) days following such annexations.
- C. Procedures. If either party believes that the information required to be shared under the Agreement is not being shared in a complete or timely manner, either party shall have the authority to call for

a meeting to discuss procedures adequate to provide compliance under this Section. Each party shall provide a written response to the other if requested under this subsection.

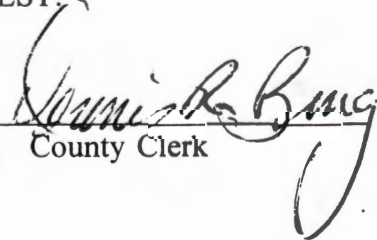
IV. Term.

This Agreement shall be effective and applicable to annexations of properties to the City of Urbana in calendar year 1994 when this agreement and an agreement between the County of Champaign and the City of Champaign which contains the same terms as this Agreement, is executed by said parties. The County shall certify to each of the parties signing this date that the last of such agreements was signed by the parties thereto and such date shall be the effective date of this agreement. This Agreement shall remain in force and effect until the obligations hereunder are fully performed.

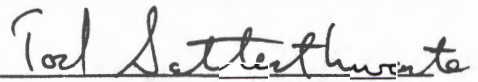
CHAMPAIGN COUNTY, ILLINOIS

By: 
Board Chairman

ATTEST:


County Clerk

CITY OF URBANA, ILLINOIS

By: 
Mayor

ATTEST:



City Clerk

EXHIBIT A
EXISTING BUSINESSES AS OF JANUARY 1, 1994

| IBT | BUSINESS NAME | ADDRESS |
|-----------|---|-------------------------------|
| 0460-1807 | A & B TRUCKING SERVICE | 1313 E. TRIUMPH DR. |
| 1773-0430 | A & E ANIMAL HOSPITAL | 3003 E. WINDSOR RD. |
| 0380-1705 | AAA FIRE SUPPRESSION SYSTEMS | 2801 N. LINCOLN AVE. |
| 2043-2593 | ALL AMERICAN HOME IMPROVEMENT CO., INC. | R R #1, BOX 294A |
| 0522-3751 | ASHLAND OIL, INC. | 1605 N. CUNNINGHAM AVE. |
| 0179-9762 | BAILEY'S PROF. BTY. & BARBER SUP. | 1804 N. CUNNINGHAM AVE. |
| 0217-4741 | BECK'S COUNTRY SHOPPE, INC. | R R #1, BOX 338 |
| 2396-1643 | BEST HOMES | 2510 N. CUNNINGHAM AVE. |
| 0147-7226 | BIRKEYS FARM STORE, INC. | 1801 E. UNIVERSITY AVE. |
| 2269-8310 | BLUE RIDGET STONE CO. | 1760 COUNTY RD. 1400 N |
| 2223-4837 | BUDGET AUTO PARTS | 1405 E. KERR AVE. |
| 2405-0350 | C & W WELDING, INC. | 602 W. ANTHONY DR. |
| 2229-9904 | C-U MUSICAL PRODUCTIONS, INC. | RTE. 45 N |
| 0472-1632 | CASEY'S GENERAL STORES | 2108 E. UNIVERSITY AVE. |
| 0862-3198 | CHAMPAIGN ASPHALT CO. | 1414 W. ANTHONY DR. |
| 1598-5921 | CHAMPAIGN COCO-COLA BOTTLING CO. | 2809 N. LINCOLN AVE. |
| 0700-7019 | CHAMPAIGN COUNTY POWER EQUIP. | P.O. BOX 277 |
| 2339-9686 | CLUB CIERRA | R R #1, BOX 294A |
| 2110-2767 | COUNTRY ARBORS NURSERY | R R #3, BOX 158A |
| 1208-5367 | CROSS CONSTRUCTION, INC. | P.O. BOX 308 |
| 0067-1657 | DANVILLE USED CAR EXCHANGE | R R #1 |
| 0474-6961 | DON'S MOBILE HOME SERVICE | 2406 E. PERKINS RD. |
| 0398-7914 | FARM & FLEET OF URBANA | P.O. BOX 262 |
| 0133-1582 | FREEDOM OIL CO. | 1812 N. CUNNINGHAM AVE. |
| 0362-5095 | FROSTY FRIGERATION, INC. | 2205 E. UNIVERSITY AVE. |
| 0959-9231 | HICKSGAS URBANA | 2201 E. UNIVERSITY AVE. |
| 1869-4403 | HOME PRIDE PRODUCTS, INC. | P.O. BOX 98 |
| 0170-4941 | ILLINI FIRE EQUIPMENT CO. | 2801 N. LINCOLN AVE. |
| 0382-1439 | JOHN BLESSENT MFG/SLS CO., INC. | 5 TRIUMPH DR. |
| 2196-4939 | KURT WAHL'S PRO SHOP, INC. | 100 COUNTRY CLUB RD. |
| 1989-8258 | LUTHER FALLS STONE CO. | 410 W. ANTHONY DR. |
| 1698-4323 | M E D CONSTRUCTION, LTD. | 1414 W. ANTHONY DR. |
| 0304-0641 | MACKS AUTO RECYCLERS, INC. | 1309 E. KERR AVE. |
| 1698-4862 | MAHONEY MOBILE HOME SALES, INC. | 3809 N. CUNNINGHAM AVE. |
| 0438-4237 | MCCORMICK DISTRIB. & SERV., INC. | TRIUMPH INDUSTRIAL DR. |
| 2251-3574 | MIDWEST CUSTOM COMPUTERS | 5 TRIUMPH DR. |
| 2265-5875 | MILLER OIL, INC. | 1701 N. CUNNINGHAM AVE. |
| 2022-8937 | MIRACLE WATER SYSTEMS | 1302 N. LINCOLN AVE. |
| 1245-5441 | NORTHWOOD HOME SALES | P.O. BOX 301 |
| 2271-1554 | NU VISION-AUTO GLASS | P.O. BOX 533 |
| 1691-7685 | PELICAN DISPLAYS | 5 TRIUMPH DR. |
| 1981-7169 | PETROLANE GAS SERVICE LIMITED PTSHP. | 2210 WILLOW RD. |
| 2324-5182 | PREMIERE AUTO SALES, INC. | 1507 TRIUMPH DR. |
| 1950-6368 | RILEY MANUFACTURED HOMES, INC. | P.O. BOX 312 |
| 0163-4801 | ROESCH EQUIPMENT CO. | 1414 E. TRIUMPH DR. |
| 2152-9477 | S P ATKINSON MONUMENT CO., INC. | 2209 N. WILLOW RD. |
| 2121-3410 | STAN'S MOTOR HOMES, INC. | 1709 N. CUNNINGHAM AVE. |
| 2164-6481 | SUPERAMERICA GROUP #4252 | 1605 N. CUNNINGHAM AVE. |
| 1208-5261 | T L O'NEILL & ASSOCIATES | 1414 W. ANTHONY DR. |
| 1827-2924 | THE APPLE DUMPLIN | 2014 HIGH CROSS RD. |
| 0426-3121 | THRIFT-OTEL | 2408 N. CUNNINGHAM AVE. |
| 1222-3867 | TIMBERLINE WOOD SHOP | RT #1 & RT 45 NORTH, BOX 138A |
| 2169-8341 | TREAT PARTNERS | 1908 E. ILLINI AIRPORT RD. |
| 1224-4228 | TWIN CITY RECYCLING, INC. | P.O. BOX 171 |
| 0411-4078 | TWIN CITY SUZUKI KAWASAKI, INC. | R R #1, BOX 336 |
| 0156-1324 | UNITED FUEL CO. | 1802 N. CUNNINGHAM AVE. |
| 0761-1791 | UNITED PARCEL SERVICE, INC. OHIO | 2809 N. LINCOLN |
| 1801-4178 | UNITED WASTE SYSTEMS, INC. | 2801 N. WILLOW RD. |

| IBT | BUSINESS NAME | ADDRESS |
|-----------|------------------------------------|-------------------------|
| 0904-4892 | URBANA GOLF & COUNTRY CLUB | 100 COUNTRY CLUB RD. |
| 2305-8269 | WANDELL'S NURSERY, INC. | R R #2, BOX 94A |
| 1623-0760 | WILLOW SPRINGS CARPET & UPHOLSTERY | 2704 N. CUNNINGHAM AVE. |