

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT WITH CHAMPAIGN COUNTY, ILLINOIS
(Champaign County Courthouse Construction)**

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

Section 1. That An Agreement Between the City of Urbana and Champaign
County Respecting Champaign County Courthouse Construction, in the form of
the 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 of 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 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 2nd day of April,
2001 .

AYES: Hayes, Huth, Kearns, Patt, Whelan, Wyman

NAYS:

ABSTAINS:

The seal of the City of Urbana, Illinois, is circular with a dotted border. Inside the border, the words "SEAL OF THE CITY OF URBANA, ILLINOIS" are written in a circular path. In the center of the seal, there is a smaller circular emblem featuring a landscape with a sun, trees, and a river. Overlaid on the seal are several handwritten signatures and printed text. At the top, "Phyllis D. Clark" is written in cursive. Below it, "Phyllis D. Clark, City Clerk" is printed. Further down, another signature is visible, and below that, "Deputy Clerk" is printed. The seal is partially obscured by the text of the ordinance's execution date.

APPROVED by the Mayor this 2nd day of April,
2001 .

Tod Satterthwaite
Tod Satterthwaite, Mayor

AN AGREEMENT
BETWEEN CITY OF URBANA AND CHAMPAIGN COUNTY
RESPECTING CHAMPAIGN COUNTY COURTHOUSE CONSTRUCTION

THIS INTERGOVERNMENTAL AGREEMENT is made as of the date below the signature of the last entity to sign it ("effective date"), by and between the City of Urbana, Illinois, a municipal corporation ("City of Urbana"); and Champaign County, Illinois, ("County").

WITNESSETH:

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, et seq., the parties to this contract are authorized to enter into an intergovernmental agreement;

WHEREAS, the County has approved a site plan, preliminary architectural plans and issued bonds and is proceeding with the construction of a new Champaign County Courthouse in downtown Urbana;

WHEREAS, the improvements include plans for the vacation of City of Urbana right-of-way, street improvements, streetscape improvements, construction, staging and parking, among other issues;

WHEREAS, on November 20, 1995, the City of Urbana Corporate Authorities approved Resolution No. 9596-R14, entitled "A Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement Between the County of Champaign and City of Urbana Concerning Conditions for the Vacation of Bennett Street, supporting the vacation of Bennett Avenue"; and

WHEREAS, on October 4, 1999, the City of Urbana Corporate Authorities expressed its support of the County's proposed courthouse site plan by approving a motion entitled "A Motion Regarding the Master Site Plan for the Champaign County Courthouse";

WHEREAS, in the spirit of intergovernmental cooperation, the City of Urbana has expended staff time and funds to assist the County in the realization of its plans;

WHEREAS, the City of Urbana and the County recognize that there are other issues that must be addressed and governed by agreement to ensure a successful project;

NOW, THEREFORE, in consideration of the foregoing premises and the other undertakings contained in this Agreement, the City of Urbana and the County agree as follows:

Section 1. Site Plan Approval. In order to confirm that each party's commitment to the proposed design development plan approved by the Champaign County Board in February, 2000, the City of Urbana and the County agree that the new courthouse facility shall be developed in substantial conformance to the site plan attached hereto as Exhibit A.

Section 2. Elm Street Reconstruction. In order to accommodate the new courthouse facility and associated site plan needs, the City of Urbana and the County agree that certain changes are needed to Elm Street and that these costs should be allocated as follows. The parties agree that Elm Street will be reconstructed as illustrated on Exhibit A. The County agrees to be the contracting agent and agrees to pay all normal costs of curb and gutter replacement and sidewalk replacement on the north side of Elm Street between Broadway Avenue and Vine Street. The City of Urbana

agrees to be the contracting agent and agrees to pay all costs for all streetlight removal and replacement, median removal and replacement and resurfacing and restriping of Elm Street between Broadway Avenue and Vine Street. All plans for work in the right-of-way shall be approved by the City Engineer prior to construction.

Section 3. Streetscape. The parties mutually acknowledge that the installation of brick band streetscape as illustrated in red on Exhibit A on the City of Urbana right-of-way shall be to the benefit of both parties. Brick band streetscape shall be constructed by the County on Vine Street, Broadway Avenue, Main Street and Elm Street by its contractor, all in accordance with a design approved by the City Engineer. The parties agree the streetscape shall be built as indicated on Exhibit A, with such modifications as the parties' engineers may agree to in writing. Within thirty (30) days following completion of the installation of the brick band streetscape, the City of Urbana shall reimburse the County for costs of construction that exceed \$4.00 per square foot to install a standard six inch thick, eight foot wide concrete sidewalk, at a total cost to the City not to exceed \$250,000. The City of Urbana will also reimburse the County for the cost of design of said streetscape in an amount not to exceed twenty-three thousand dollars (\$23,000.00). The amount received by the City of Urbana (if any) of any grant for such project shall not affect the cost allocation set forth in this section.

Section 4. Construction Staging. The parties acknowledge that the construction of the courthouse facility will require temporary closing of city streets to accommodate construction staging needs. The City of Urbana agrees that construction staging will be located as illustrated on Exhibit B and that the City Engineer will close portions of Elm

Street and Main Street as illustrated upon the County Administrator's request to do so, at no cost to the County.

Section 5. Parking. The new courthouse facility is designed with a public parking lot similar to that illustrated on Exhibit A (hereafter "Courthouse Parking Lot"). Final design of the Courthouse Parking Lot may reflect minor changes in design, streetscape, and lighting. The Courthouse Parking Lot will require selecting an authority to administer a parking system for its orderly use by the public. The parties agree that the most efficient method of administering the parking system would be for the County to lease the Courthouse Parking Lot to the City of Urbana. The parties agree that all costs of constructing the Courthouse Parking Lot, including the cost of installing a multi-space revenue system and future maintenance of the facility, shall be borne by the County. The lease term shall commence on the date selected by the City of Urbana, by written notice to the Chair of the County Board, or the date of commencement of occupancy of the public offices of the new facility, whichever is earliest.

The City of Urbana shall have the sole responsibility to set rates and times of enforcement for automated parking devices, and to ensure compliance with the City of Urbana's parking ordinances, but such shall be comparable to the rates and hours for hourly parking in the Urbana parking deck located at Main and Broadway in downtown Urbana. Champaign County personnel shall collect all revenues from any automated parking devices. Although the parking lot shall be leased to the City of Urbana, revenue from the multi-space device shall belong to the County. In recognition of lost revenue to the City of Urbana from parking meters due to this Agreement, the County agrees to pay

the City of Urbana \$5,500 per year, for each of the first 10 years of this agreement. This sum shall be paid on an annual basis, paid on July 1, starting July 1, 2002.

The County also agrees that all statutes pertaining to motor vehicles and all Urbana ordinances and policies pertaining to motor vehicles shall be enforced on the Courthouse Parking Lot. All fines for violation of Urbana's ordinances shall be the sole property of the City of Urbana. The County can terminate this lease on sixty (60) day's written notice to the Chief Administrative Officer of the City of Urbana.

Section 6. Bennett Street, Elm Street, Grape Alley, and Fish Alley Vacations.

The parties acknowledge that the courthouse facility requires the vacation or conveyance of Bennett Street and Grape Alley (between Main Street and Elm Street) and Fish Alley (between Grape Alley and Vine Street) and portions of Elm Street (between Broadway Avenue and Vine Street). The City of Urbana will initiate the process for consideration of the vacation or conveyance of Bennett Street, Elm Street, and Grape and Fish alleys included in the area illustrated on Exhibit C. Provided, however, the City of Urbana agrees not to exercise any rights of eminent domain over the Elite Diner property, located at 195 South Vine Street, Urbana, Illinois (and sometimes referenced as 210 East Elm Street, Urbana), prior to March 1, 2002. If the vacation and conveyance are approved, the City of Urbana will vacate and convey said rights-of-way and parcels to the County at no cost.

Section 7. Dedication of Vine Street Right-of-Way. in order to straighten the existing right-of-way on Vine Street, the County agrees to acquire the Elite Diner lot located at 195 South Vine Street, Urbana, Illinois (and sometimes referenced as 210 East

Elm Street, Urbana) and subsequently dedicate the following right-of-way as part of Vine Street at no cost to the City of Urbana:

A Portion Of Lot 67 In The Original Town Of Urbana To Be Conveyed To The City Of Urbana, Champaign County, Illinois, At Some Later Date, The Perimeter Of Which Is More Particularly Described as Follows:

Commencing At The Northeast Corner Of Lot 67 In The Original Town Of Urbana As Filed For Record In Deed Record Book "A" At Page 3 In The Office Of The Recorder Of Champaign County, Illinois: Thence South 88 Degrees 39 – Minutes 00 Seconds West Along The North Line Of Said Lot 67, A Distance Of 32.00 Feet To An Iron Pipe Survey Monument Found For The Point Of Beginning: Thence South 01 Degrees 11 Minutes 52 Seconds East Parallel With And 32.00 Feet West Of The East Line Of Said Lot 67, A Distance Of 64.98 Feet To An Iron Pipe Survey Monument Found; Thence South 42 Degrees 56 Minutes 54 Seconds West, A Distance Of 8.61 Feet To An Iron Pipe Survey Monument Found; Thence North 01 Degrees 31 Minutes 44 Seconds East, A Distance Of 71.24 Feet To The North Line Of Said Lot 67; Thence North 88 Degrees 39 Minutes 00 Seconds East Along The North Line Of Said Lot 67, A Distance Of 2.61 Feet To The Point Of Beginning, Containing 290 Square Feet, More Or Less, All As Shown On The Accompanying Plat, All Situated In Urbana, Champaign County, Illinois.

Provided, however, the County agrees not to exercise any rights of eminent domain over the Elite Diner property, located at 195 South Vine Street, Urbana, Illinois (and sometimes referenced as 210 East Elm Street, Urbana), prior to March 1, 2002.

Section 8. Elliot Building. The City of Urbana acknowledges that the County will sell the Elliot Building located at 212 East Main Street in Urbana, Illinois. The County agrees that it will enter an agreement with the new owner to demolish the Elliot Building located at 212 East Main Street in Urbana, Illinois no later than February 1, 2003, and replace said building with maintained grass as open green space. The parties agree there will be no new driveway access onto Vine Street from the Elliott Building lot and that all existing driveways will be removed and replaced with new barrier curb and

gutter grass. In addition, within one year from the date the Elliot building is demolished, the City of Urbana will improve the turning radius at this corner and relocate two traffic signal poles at the sole cost of the City of Urbana. The parties agree, however, that each party will pay 50% of the cost of sidewalk replacement along the Elliot lot and each party will pay 50% of the cost of demolition of the Elliot building, except that the City of Urbana's share will not exceed \$5,000. The County agrees to enter into an agreement with the new owner of the Elliot building to dedicate right-of-way necessary to accommodate relocating the sidewalk and increase the turning radius in a manner to be approved in writing by both parties and the Illinois Department of Transportation.

Section 9. Building Permit Fees. All construction and remodeling permit fees for said Courthouse project and remodeling shall be assessed at 50% of normal calculation for this one project only. This section does not constitute a waiver or reduction of permit fees for any other County construction projects.

Section 10. Contractor Parking. The City of Urbana shall allow project contractor's to park in the City of Urbana's Parking Lot 24 at no additional cost to the County other than what the County already contributes to the Downtown Urbana Employee Shuttle System.

Section 11. Other Temporary Parking. The City of Urbana shall offer to the County parking for three (3) spaces for County officials in the City Parking Deck during the period from April 1, 2000, through April 1, 2003, at a rate of \$45 per month for reserved second floor parking deck spaces and eleven (11) spaces at no cost during this specified time frame.

Section 12. Elite Diner Relocation. The City of Urbana agrees to provide up to thirty thousand dollars (\$30,000) to Eric Faulkner for documented moving expenses for the Elite Diner upon its completed, successful relocation within downtown Urbana, as defined by the boundaries of University Avenue, Race Street, California Avenue and Maple Avenue, by January 1, 2003. In addition, the City of Urbana agrees to provide the Elite Diner, to the extent it qualifies, façade loans subsidy for said diner up to a loan amount of \$100,000. In addition, the City of Urbana agrees to contribute up to two thousand three hundred dollars (\$2,300.00) toward architectural and other expenses which the County has incurred as a result of the Elite Diner Relocation. Payment shall be made within thirty (30) days of the Chief Administrative Officer's receipt of a written request from the County Administrators for payment, which shall include documentation of expenses incurred.

Section 13. Use of Parking Lot 10A North. The City of Urbana agrees to provide necessary easements and licenses for a drive-up facility in Parking Lot 10A North.

Section 14. Downtown Urbana Employee Shuttle System. The County agrees to continued participation in the Downtown Urbana Employee Shuttle System at a fraction of the prorated share of the cost. This fraction shall be calculated as the ratio of one to the number of government or private entities, excluding the City of Urbana, subsidizing the Downtown Urbana Employee Shuttle System. For purposes of this section, all subdivisions of County government shall be considered a single entity. In no event shall the County's fraction of the prorated share of the cost exceed 1/3.

Section 15. Miscellaneous Provisions. If state legislation changes the powers or responsibilities of the parties relative to this agreement, the parties shall renegotiate this Agreement in good faith.

Section 16. Action Contrary to Law. Nothing contained herein shall require either the City of Urbana or the County to take any action that would be a violation of law, or would cause default on any obligation, contract, or debt instrument.

Section 17. Notices. Notice hereunder shall be considered delivered when delivered personally or sent by certified mail, postage prepaid, to:

City of Urbana
Mayor
400 South Vine
Urbana, Illinois 61801
217-384-2456

Champaign County
County Administrators
1776 East Washington
Urbana, Illinois 61802
217-384-3776

Section 18. Further Approvals. When a provision in this Agreement requires the agreement or approval of the City of Urbana or the County, such agreement or approval shall be evidenced in writing and signed by the Mayor of the City of Urbana, and the Chair of the Champaign County Board.

Section 19. Binding Agreement. This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

Section 20. Term. This agreement shall be effective for a term of 20 years and automatically renewed thereafter unless either party desires to terminate it.

CITY OF URBANA, ILLINOIS

CHAMPAIGN COUNTY BOARD

By: Tal Sattatluwate
Mayor

By: Patricia Avery
Board Chair

Attest: D. J. P. P. P.
DEPUTY City Clerk
Date: 4/20/01

Attest: Mark Skelton
County Clerk
Date: 3-28-01

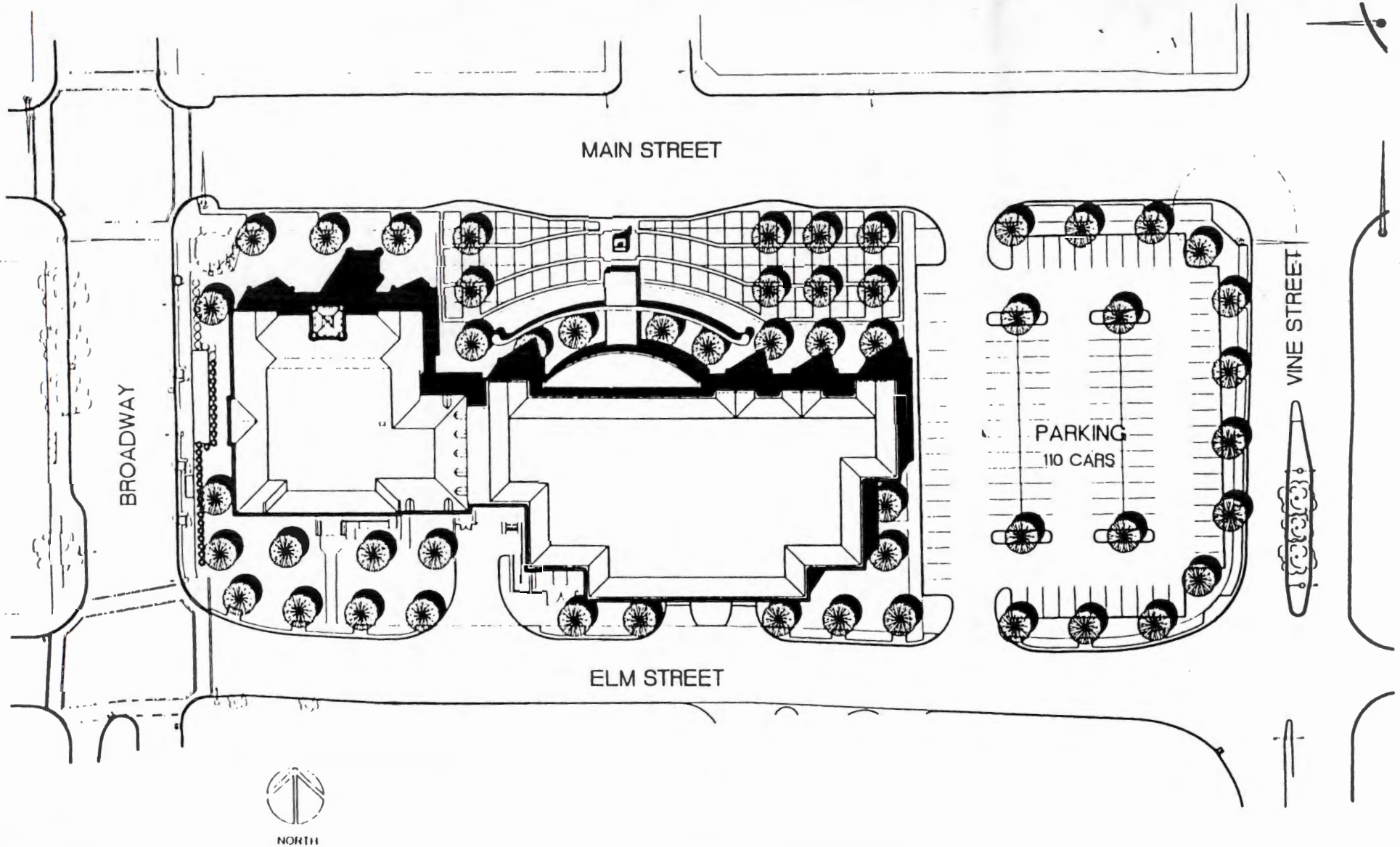
APPROVED AS TO FORM:

Jack Wash
Urbana City Attorney

John J. Hutter
Champaign County
Assistant State's Attorney

Revised 11/20/00

Exhibit A
Champaign County Courthouse Site Plan



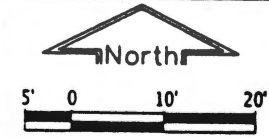
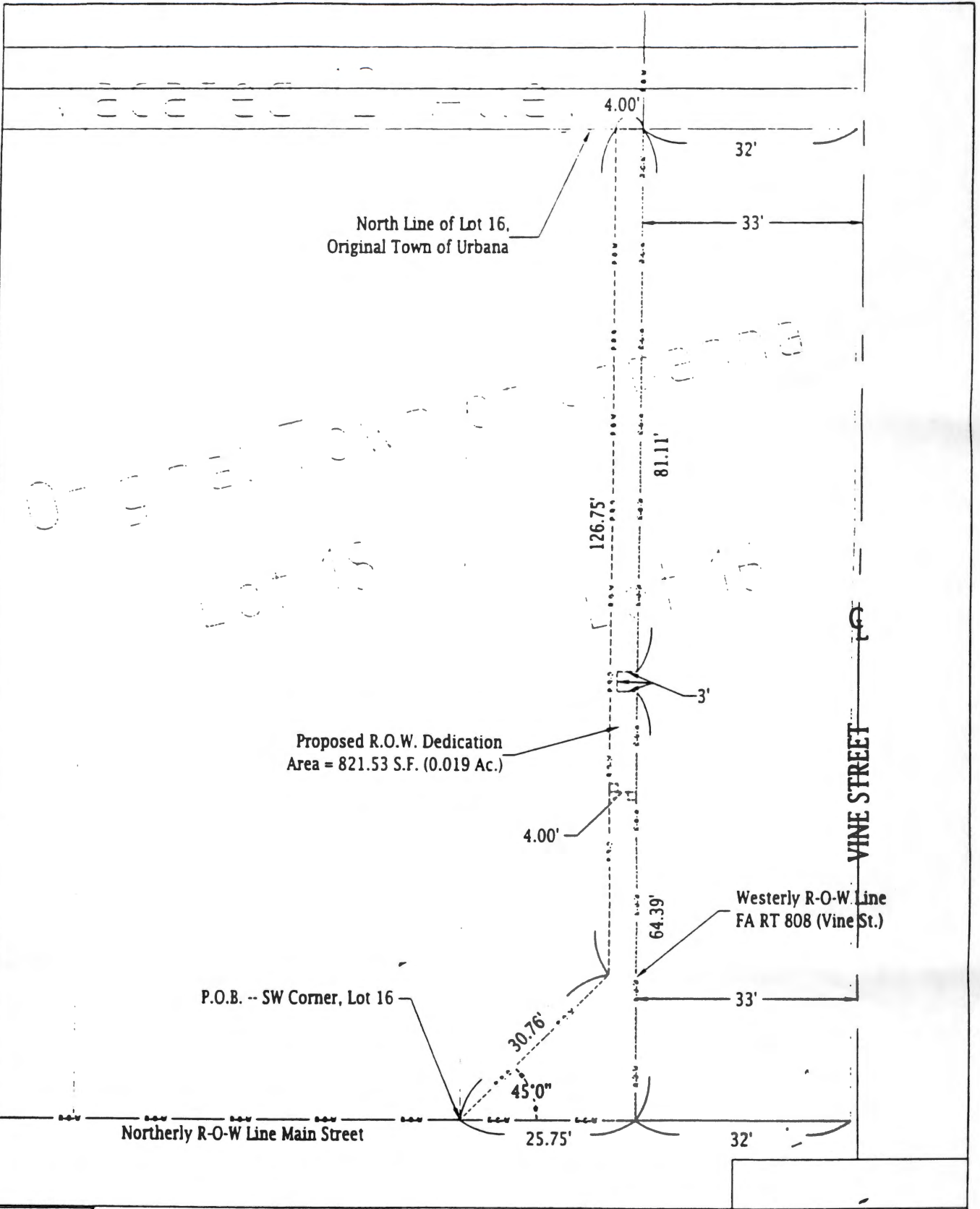
Revised 11/20/00

Exhibit B
Construction Staging Plan

Revised 11/20/00

Exhibit C
Description of Vacation of Bennett Street and Associated Alleys

Exhibit D
Vine Street and Main Street Intersection



07/20/2000 K.L.H. - Rev. 10/31/00 BWF

Main and Vine Streets R-O-W Dedication, Champaign County