

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF A SECOND COOPERATIVE AGREEMENT**

(Urbana Free Library Expansion)

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

Section 1. That a Second Cooperative Agreement regarding the Urbana
Free Library Expansion between the City of Urbana, the Board of Trustees of
the Urbana Free Library, and the Urbana Free Library Foundation, in
substantially 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.

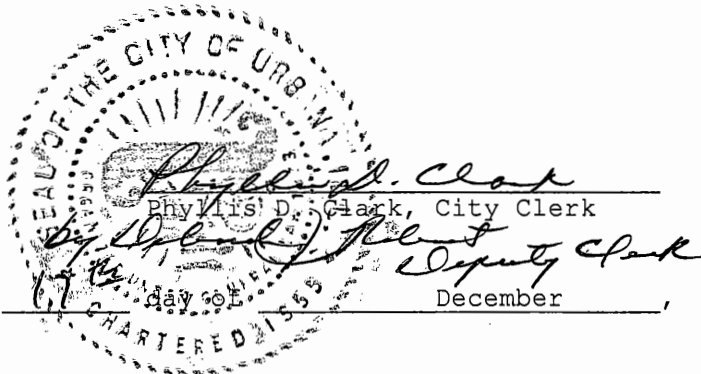
PASSED by the City Council this 6th day of December,
2004 .

AYES: Chynoweth, Hayes, Patt, Whelan, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor this 6th day of December,
2004 .



Tod Satterthwaite
Tod Satterthwaite, Mayor

**SECOND COOPERATIVE AGREEMENT
URBANA FREE LIBRARY EXPANSION**

This Second Cooperative Agreement Urbana Free Library Expansion ("Second Agreement") is made this 6th day of December, 2004 by and between the City Council of the City of Urbana, Illinois ("City"), a Municipal Corporation, the Board of Trustees of the Urbana Free Library ("Board") an administrative agency of the City of Urbana, and the Urbana Free Library Foundation ("Foundation"), an Illinois Not-For-Profit Corporation.

WITNESSETH

WHEREAS, the parties entered into an agreement entitled "Cooperative Agreement, Urbana Free Library Expansion" on the 19th day of July, 1999 ("First Agreement");

WHEREAS, the parties hereto desire to continue to cooperate and assist each other in financing, designing, engineering, constructing, furnishing and equipping an improved central public library building ("Improved Library") and its site in Urbana, Illinois;

WHEREAS, the parties have continued to pursue the purposes of the First Agreement;

WHEREAS, the parties desire to further improve the Library by providing adequate parking, improving the usability and visibility of the Improved Library, and gaining control of additional portions of the block upon which the Improved Library is situated;

WHEREAS, the parties desire to integrate future Library development with overall visions for downtown including the Downtown Strategic Plan, The Comprehensive Plan, and the Annual Action Plan for the Downtown;

WHEREAS, the parties desire to provide goods and services to library patrons within convenient walking distance from the Library, as well as harness the economic development opportunities our highly popular Library provides, while fostering library-compatible uses on the block;

WHEREAS, The parties desire to preserve properties of historical significance, including the Fejes building and the Library, and enhance public areas of the Library Block;

WHEREAS, the parties desire to document in this Agreement, their rights, duties, responsibilities and obligations ("Roles") in this continuing project;

WHEREAS the parties have agreed that there will be a long-term Master Plan for the use of the Library Block bounded by Green, Cedar, Elm, and Race Streets in Urbana, Illinois;

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

A. Purpose. The purpose of this Second Agreement is to set forth the continuing and additional roles of the parties in financing, designing, engineering, constructing, furnishing and equipping an Improved Library in Urbana, Illinois.

B. Intent of the Parties.

1. Incorporation. The provisions under the section entitled "Intent of Parties" in the First Agreement are incorporated herein, except as they may be amended by this Second Agreement.

2. Cooperation. The parties intend to cooperate in allowing further improvements to the Improved Library and the block upon which the Improved Library is located.

3. Intention. As a result of this Agreement, the parties intend that:

a. The "Winkelmann Building" (205 South Race Street) will be demolished and the space upon which the Winkelmann Building is currently located shall be converted into a Plaza, metered parking, bus stop and a park-like setting.

b. The "Tepper Building" (209 West Elm Street) shall be separated from the parking supporting the Tepper Building (to the extent allowed by existing zoning) so that the City may lease and/or place meters on the parking area, and thereby receive income from that use. The Library shall make use of the Tepper Building, initially for purposes of archives and archives storage.

c. The parties shall purchase the "Marro Building" (212 West Green Street), for uses as set forth below.

4. Ownership. Ownership of the land and buildings actually used by the library, from time to time, shall be in the form and title currently in use for the library itself. In the case that the Board holds title to the Library, and therefore will hold title to the Tepper Building and eventually the Marro Building then the City will assure that good and marketable title is transferred to the Board in a reasonable manner, consistent with the usual transfer of real estate within Champaign County.

5. To accomplish the goals outlined above, the firm of Isaksen-Glerum has outlined the expected costs to be incurred, which summary is attached hereto as Exhibit "A". It indicates a total project cost for such items to be \$238,528.00.

C. 1. Exhibit "A" includes a Change Order to the original contract relating to the Improved Library; the City has executed (or will execute) the Change Order to accomplish those portions of the project described as:

a. Demolish the Winkelmann Building and surface the area for parking and landscaping as described in the Change Order.

b. Make improvements to the Tepper Building so that the Tepper Building may be used initially as archival storage and as an archives reference area.

2. Foundation Assistance for Matters Described in Exhibit "A". On the date designated as the Closing Date, the Foundation shall pay to the City the sum of \$120,000.00, less credit for any payments already made by the Foundation for those items set forth on Exhibit "A". These funds shall be kept by the City and paid in accordance with the Change Order or upon completion of the other work described in Exhibit "A." The City shall have the responsibility of continuing to provide a facilities manager for the project, who will function as Project Manager and will assure that the Change Order is properly completed by the Contractor. No amendment may be made to the Change Order without the express *written* approval of the City, if the amendment to the Change Order or if an additional Change Order involves additional funding. All Change Orders or additional Change Orders shall be approved by the Board. Within five (5) working days after the facility managers for the project (Pat Pioletti or his successor) and the Director of the Urbana Free Library (Fred Schlipf or his successor) jointly confirm in writing that all matters set forth on Exhibit "A" have been completed and in a satisfactor manner, the Foundation shall pay to the City the remainder of the \$238,528.00 referred to in paragraph B5 above, or the actual costs thereof, whichever is less.

3. Foundation Assistance on Marro Building. The Marro Building shall be purchased by the City from its current owners for \$75,000. In order to facilitate that purchase, the Foundation on the Closing Date, will provide \$75,000 as a contribution on behalf of the Foundation for that purchase. The City will then have the right to operate, lease, or use the Marro Building in any manner that is not incompatible with the fact that the main Library is nearby and a general "Library environment" shall be preserved. If the Marro Building is razed, any new building shall be single story only and not greater than 3800 square feet.

4. Consideration The parties agree that there is sufficient consideration to bind the three parties to this Second Agreement. The City represents that under the Home Rule power and other power available to it, it has the power to enter into this Second Agreement, to enforce this Second Agreement against the other parties and to have the Second Agreement enforced against it. The parties understand and agree that without the funding contributed by the Foundation, a private not for profit Illinois Corporation, the improvements and work referenced in this Second Agreement would not be possible.

5. Tepper Building.

a. The City represents that it currently has marketable title to the Tepper building and parcel subject to an existing mortgage to the former owner which shall be paid by the City according to its terms.

b. The City shall assure that the Tepper Building is deleted from the tax records, and shall pay any real estate tax which is due, accrued but not yet due, or may be due in the future until such time as the property is deemed to be exempt.

c. The parties agree that the attached Change Order sets forth the repairs and modifications to the Tepper Building to be funded by the Foundation, and the City will convey and transfer possession of the Tepper Building to the Library "as is" with no further obligation to maintain or repair anything there with respect to the Tepper Building.

6. Marro Building. The City will purchase the Marro Building. The purchase is being facilitated by the contribution of \$75,000 from the Foundation, which shall be paid to the City prior to closing when requested by the City. If the City does not receive good and sufficient title to the Marro tract, the Foundation will be promptly reimbursed the \$75,000 paid to the City.

a. The City shall have the rights, obligations and responsibilities of ownership of the Marro Building until the Foundation gives notice to the City that the use of (and ownership of, if appropriate) the Marro Building is to be transferred to the Library.

b. The City agrees that, provided the City receives written notice at least two years prior to January 1st of the year that the Foundation wants possession of the Marro Building tract to be transferred to the Library, the City will yield possession of the subject tract. Provided further, however, no such notice shall be given to the City prior to January 1, 2015. Any lease or option to renew providing for tenancy beyond December 31, 2015 shall not exceed five years.

If pursuant to procedure outlined above, the City must yield possession of the Marro Building tract, effective between January 1, 2017 and January 1, 2018, the Foundation shall pay to the City an "an early yield sum" of \$25,000.00. The early yield sum shall be reduced by the amount of \$3,000.00 per year for each of the subsequent years thereafter as set forth in Schedule C.

c. There is currently in force a master plan for the block upon which the Improved Library is located. This master plan was adopted on April 10, 2001 by the Library Board and states that the property upon which the Marro Building is situated should be used for library parking. This master plan is in force until adoption of the Second Cooperative Agreement, when it will be replaced by the Master Plan shown in its Exhibit B. Upon the Library taking possession of (and ownership of, if appropriate at the time) the Marro Building, its use shall be in accordance with the then effective master plan for the Improved Library block. Changes of the master plan from that attached hereto as Exhibit B shall only be made if approved by all three entities who are the parties to this Agreement.

d. Nothing in this description of the Marro Building purchase shall require the Library to demolish the Marro Building upon its taking possession of the building or site.

8. Closing. The transfer of use and transfer of title of the Tepper Building shall be on the date of execution of the Second Cooperative Agreement, which date shall be referred to as the Closing Date for the purpose of this agreement.

D. Miscellaneous.

1. Law and Forum. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The Illinois state courts and federal courts located in Champaign County, Illinois shall have exclusive jurisdiction over any dispute hereunder.

2. Legal Fees. In the event of any litigation of any dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party. The definition of "Prevailing Party" is the party who, after considering the award of the court under Claims and Counterclaims has a net amount due to be paid from the opposing party.

3. Brokers. Each party hereto represents, warrants and covenants to the other that it has not dealt with any broker, agent, finder or other similar party in connection with the sale and purchase and that no commissions or similar compensation is due to any such broker, agent, finder or similar party as a result of any such dealings.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the parties hereto and their heirs, personal representatives, successors, and assigns.

5. Counterparts. This document may be executed in any number of counterparts, each of which, when so executed and delivered, and combined with its counterpart shall be an original, and shall together constitute one and the same document.

6. Waiver; Enforcement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law, unless otherwise limited herein. The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, or in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby (unless one party is substantially and adversely affected thereby)

7. Survival. The covenants, warranties, indemnities and representations herein contained shall survive the closing of the transaction contemplated hereby.

8. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements concerning the subject matter hereof. There are no other agreements, representations or warranties not set forth herein. Any prior written agreements or letters of intent among the parties shall, upon execution of this Agreement, be null and void. Headings shall not expand or limit the meaning or applications of any section of this Agreement.

9. Assignment. This Agreement may not be assigned by any party without the prior written consent of the other parties.

10. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

City of Urbana:

With an information copy to: Library Foundation:

With an information copy to: Library Board:

With an information copy to: Librarian

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused, as the case may be, if mailed.

11. Exhibits. All exhibits referred to in this Second Agreement are attached hereto and made a part hereof as if fully set forth within the Agreement itself.

12. Recitals. All Recitals at the beginning of this Second Agreement are binding on the parties and are considered to be part of this Second Agreement

13. Enforcement. This Second Agreement shall be enforceable among the parties hereto and shall also run with the land relating to the Winkelmann Building, Tepper Building and Marro Building parcels.

14. Terms. These provisions and restrictions listed in this Second Agreement shall continue so long as may be allowed by Illinois statute. If any statute requires the parties to confirm or continue the terms of this Second Agreement past certain periods, then the parties hereby agree to

do so for at least a period of 50 years from the date that the Library receives possession of the Marro Building.

15. The terms of the First Agreement in accordance with Section H are to expire as stated therein. By this reference, those terms of the First Agreement that apply to this Second Agreement shall continue as may be appropriate.

CITY OF URBANA, ILLINOIS

By Tod Satterthwaite
Tod Satterthwaite, Mayor
Date: 12/6/04

ATTEST:

Debra Roberts
DEPUTY CITY CLERK

BOARD OF TRUSTEES OF THE
URBANA FREE LIBRARY FOUNDATION

By Kermit Harden
Kermit Harden, President

URBANA FREE LIBRARY FOUNDATION

By Rupert Evans
Rupert Evans, President

EXHIBIT A

Isaksen-Glerum Revised Summary Costs for the Demolition of the Winkelmann Building, Expansion of the Site Development/Parking and Necessary improvements to the Tepper Building

Remodeling and duct cleaning of Tepper Building, demolition of Winkelmann Building and associated paving (Change Order 50)	110,813
ACM Abatement -Winkelmann and Tepper building	19,385
Compact and Regular Shelving for Tepper building	66,030
ACM Design Fees	10,500 (estimate)
Allowance for Architect-Engineering fees	27,800 (hourly charge)
Allowance for Other Project Expenses	4,000 (estimate)
Total Project Estimated Cost as of 8/8/2004	\$238,528

The original estimate was \$241,206, and the Foundation agreed to pay the actual cost, not to exceed that amount.

Master Plan for the Urbana Free Library Block, Urbana, Illinois

Adopted July 13, 2004 by the Trustees of the Urbana Free Library and the Urbana Free Library Foundation. Revised version adopted November 9, 2004 by the UFL and the Foundation on November 16, 2004.

Master Plan Goal

The goal of this revised UFL Master Plan is to provide for orderly development of the Urbana Free Library block (bounded by Race, Elm, Cedar, and Green Streets) and nearby areas for the benefit of the UFL and the citizens of Urbana. It is designed to complement the Annual Action Plan for Downtown Urbana.

This master plan is designed to guide the Library for the next twenty years. However, it should be reviewed and updated at approximately five-year periods.

Background

For many years the Urbana Free Library (UFL) Board, in cooperation with the City of Urbana, has planned to acquire the entire Library block for Library purposes. Demonstrating this intent, in 1989 they sent a letter to all property owners on the block, seeking the right of first refusal in the event that the property was available for purchase. On April 10, 2001 they adopted "Expansion Priorities and Necessary Fundraising for the UFL", which called for action to purchase and move the Fejes House, to purchase and demolish the Marro Building, and for eventual development of the whole block except for the Auler property.

Similarly, the UFL Foundation has recognized the value of acquiring properties to gain long-term control of the Library block, reiterating since its inception in 1997 that the Foundation's mission is to raise the funds necessary to expand the library and purchase additional properties on the block as they become available.

The Library Board, the Library Foundation, and the City of Urbana, in the first Cooperative Agreement for UFL Expansion (July, 1999), stated: "Intent of Parties, B1. For the purposes of this Agreement, the Improved Library shall be located in Urbana on the property bounded by Race Street, Elm Street, Cedar Street, and Green Street (site) ..."

While there has been agreement between the UFL Board and the Foundation on acquisition of additional property for Library purposes, the City has agreed only on the purchase of the Tepper Building, the demolition of the Winkelmann Building, and city control of parking. The only formal agreement between the three parties has been on the boundaries of the UFL block.

Implementation Strategies

1. Library Property

- a. The current library building, on completion of current expansion and remodeling, provides a basic library plan with a single visual theme and critically needed space. The building consists of three parts:
 - i. The original building was constructed in 1918 and has historic significance.
 - ii. The first addition was constructed in 1972-75.
 - iii. The addition of 2002-2004 is built with a knockout west wall for future expansion.
- b. The UFL is one of the busiest libraries in Illinois, and usage is expected to continue to grow. When it is agreed that the UFL should be expanded, it will expand toward the west, perhaps as far as Cedar Street.
- c. The UFL appears to be downtown's most visited site, and the view of the south facade of the Library as visitors enter from Green Street is an attractive vista which along with the east facing entrance should be maintained and enhanced.

2. Winkelmann Property and the Alley to its North

- a. The Winkelmann Building has been demolished and much of its function transferred to the Tepper Building
- b. Demolition of the Winkelmann Building:
 - i. Improves the view of the new south façade of the Library
 - ii. Prevents crowding of the new entrance
 - iii. Provides space that may serve as a Plaza which will be the site for a variety of outdoor activities. It will be suitable for amenities such as public art, seating, tables with umbrellas, wireless access, and landscaping and plantings; Library activities such as reading, book sales and children's programs; and community activities such as herb sales, and mime performances.
- c. Provides an attractive and protected way to pick up and drop off users
- d. Provides some parking lot improvements, but retains the downhill slope from Green Street to the south façade of the library.
- e. The MTD will install a heated bus stop on the east side of the Library Plaza

3. Tepper Property

- a. The UFL has remodeled this building for ancillary purposes, including archival storage.
- b. The parking spaces west of the Tepper Building as administered by the Urbana Municipal Parking System will provide important long term parking
- c. Demolition would provide essential long-term expansion space from the west end of the existing building to Cedar Street.

4. Fejes Property

- a. The Fejes house is a historic 1872 building that originally faced Green Street, but was rotated ninety degrees and moved north to its present site. As of this writing, it is occupied by its owner, who does not wish to be disturbed. Purchase of the property, however, would be part of a long term plan for the library.
- b. The Library recognizes the historic value of the Fejes House. It should be preserved and not moved unless the three signatory bodies agree that the need to do so is compelling.

5. Marro Property

- a. The Marro Building was originally a filling station but has been modified and expanded to include additional space. There are possible EPA implications if the past removal of buried fuel tanks was not done to current standards. Title by the library should be acquired only upon proof of environmental compliance.
- b. Until 2017, this site will be available for use by the City in ways specified in the Second Cooperative Agreement and which are complementary to the appearance or use by the UFL. In 2026, (or earlier, if the Foundation pays the City a scheduled amount of money), title shall vest in the library.

6. Auler Property

- a. Control of this property is not prerequisite to the expansion of the library as the site is small and the parking lot can be successfully reconfigured without this building. Purchase of the property, however, would be part of a long term plan for the library.
- b. Efforts should be made to work with the owners of the building to integrate library landscaping and traffic patterns with those of the Auler Building including the possibility of working on shared parking arrangements.

7. Adjoining Areas

- a. In accordance with the downtown master plan and the Green Street MOR district, the portions of the south side of Green Street and the west side of Cedar Street which face the Library Block should be reserved for appropriate development or redevelopment to take advantage of the tree-lined Library vista, extending the mixed use concept across these two streets.
- b. Parking needs for the library and adjoining uses will be reevaluated as the Master Plan is revised. Creative methods for addressing adjacent parking needs should be explored with owners of surrounding properties.

EXHIBIT C

Schedule of Payments of Early Yield Sums

January 1, 2018	January 1, 2019	\$22,000
January 1, 2019	January 1, 2020	\$19,000
January 1, 2020	January 1, 2021	\$16,000
January 1, 2021	January 1, 2022	\$13,000
January 1, 2022	January 1, 2023	\$10,000
January 1, 2023	January 1, 2024	\$ 7,000
January 1, 2024	January 1, 2025	\$ 4,000
January 1, 2025	January 1, 2026	\$ 0