



CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

TO: Mayor Laurel L. Prussing and Members of the City Council

FROM: William R. Gray, Public Works Director
Elizabeth H. Tyler, Community Development Director
Bradley M. Bennett, Assistant City Engineer
Brandon S. Boys, Economic Development Manager

DATE: August 20, 2015

RE: Real Estate Sale Agreement for a Portion of 108 East Water Street

Action Requested

Approval of the attached ordinance entitled “AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (A Portion of 108 East Water Street).”

Background and Facts

The City owns the northeast corner of North Broadway Avenue and East Water Street, which is included as part of the Civic Center parcel addressed as 108 East Water Street (Tax Parcel #91-21-08461-012). (Please reference Exhibit #1 for the location of the property.) Located in the northeast corner of Broadway Avenue and Water Street is a mini-park with brick paver pathways, benches, seat walls, and landscaping elements including trees, shrubs, and perennial plantings. (Please reference Exhibit #2 for photographs of the mini-park.) The dimensions of the mini-park are 30 feet wide by 68.48 feet long.

The parcel north of the City’s mini-park, addressed as 206 North Broadway Avenue (Tax Parcel # 91-21-08461-003), is owned by 201 Broadway LLC (owner of Black Dog Restaurant). (Again, please reference Exhibit #1 for the location of the parcel.) The property at 206 North Broadway Avenue is used for employee and patron parking for the Black Dog Restaurant located across the street. The dimensions of the parking lot parcel are 55.25 feet wide by 68.48 feet long. The width of the parking lot only permits one row of 90 degree parking along the north side of the parcel and is just a few feet too narrow to easily allow two rows of parking. (Please reference Exhibit #3 for a photograph of the parking lot.)

As part of our discussions with the owners of the Black Dog Restaurant in 2013 and 2014 to encourage them to remain -- and to hopefully expand -- at their current location in downtown Urbana, the deficiencies of their parking lot on the east side of Broadway were raised as a significant constraint to the business operations at this location. As a result of these discussions, the City investigated the specifics as to what would be necessary in terms of a real estate transfer to bring their parking lot into greater conformity for off-street parking standards, with minimal impact to the City’s adjacent mini-park. To best accommodate two rows of 90 degree parking the City zoning ordinance requires a 60-foot wide lot. This can be accomplished if 201 Broadway LLC purchased a 5-foot wide strip of the City

mini-park. If the City agrees to the sale, the owners of 201 Broadway LLC have committed to removing and replacing an existing concrete curb that runs the length of the properties and improving the existing gravel lot to asphalt pavement, including striping that complies with requirements in the City Zoning ordinance.

Improvement to the parking lot at this location to provide more spaces and closer compliance with standards would be beneficial to the Black Dog Restaurant, which is a vibrant business in downtown Urbana. This improvement would help maintain access to public parking elsewhere in the vicinity for the benefit of other businesses along Broadway Avenue and Goose Alley. The parking lot has eight parking spaces in its current configuration which would expand to 13 spaces if the 5-foot strip is sold to 201 Broadway LLC.

With the completion of streetscape improvements on Broadway Avenue, done as part of the Boneyard Creek Improvements Project, there is a desire to update the mini-park. You may recall the mini-park landscaped improvement plan was cut during the cost savings discussions to proceed with the Boneyard Creek Improvements. The Public Works Department recommends upgrading the mini-park features when funds become available and are budgeted. (A suggested conceptual design of the proposed improvements for the mini-park improvements developed by the Arbor Division is provided as Exhibit #4.) Its cost is estimated at \$65,000. This improvement plan makes accommodation for the five-foot real estate transfer being proposed as part of this sale, without negatively impacting the functionality or improved aesthetics of the park.

As part of the property sale to 201 Broadway LLC, the City would be responsible for removing the mini-park features within the 5-foot strip proposed to be sold to the 201 Broadway LLC, with the exception of the concrete curb. The remainder of the mini-park would be removed and re-built in accordance with the conceptual design presented in Exhibit #4 as sufficient funds become available. The closing date for the real estate sale agreement is July 31, 2017 with the curb and parking lot improvements scheduled for completion within 90 days of the closing date. (The real estate sale agreement is attached as Exhibit #5.)

Financial Impact

If approved, the City would receive \$4,000 from 201 Broadway LLC for the sale of the 5-foot strip (342 square feet) of the mini-park. The sale price is \$11.68 per square-foot, which is consistent with what other properties in that area have been appraised or sold.

Recommendations

It is recommended that the City Council approve the attached ordinance entitled "AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (A Portion of 108 East Water Street)."

Attachments: Exhibit #1 – Location Map
Exhibit #2 – City Mini-Park Photos
Exhibit #3 – 206 North Broadway Avenue Parking Lot Photo
Exhibit #4 – Mini-Park Conceptual Design
Exhibit #5 – Real Estate Sale Agreement
AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (A portion of 108 East Water Street)

ORDINANCE NO. 2015-08-090

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE

(A Portion of 108 East Water Street)

WHEREAS, Urbana City Code Section 2-118(a) provides that any real estate owned by the City of Urbana ("City") may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the City owns certain real estate commonly known as 108 East Water Street; and

WHEREAS, 201 Broadway LLC desires to buy, and the City desires to sell, a portion of said real estate for the purchase price of \$4,000; and

WHEREAS, the City Council expressly finds and declares that the portion of said real estate as herein described is no longer needed for governmental purposes or proprietary activity of the City; and

WHEREAS, the Committee of the Whole, a regular standing committee of the City Council, held a public hearing on the question of the sale at 7:00 p.m. on Monday, July 27, 2015, after due and proper notice of such public hearing having been given by publication in *The News-Gazette*, a newspaper having a general circulation within the City, on a date at least 15 days prior to the time of the public hearing; and

WHEREAS, the City Council hereby determines that the best interests of the City are served by the sale of the portion of said real estate described below to 201 Broadway LLC.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The sale of a portion of the real estate commonly known as 108 East Water Street in Urbana, Illinois, and legally described below, substantially on such terms as contained in the Real Estate Sale Agreement attached hereto and incorporated herein, is hereby approved:

The north 5.00 feet of even and equal width of the South 52 feet of the West Half of the Southwest Quarter of Outlot 2 of the Addition of Outlots to the Original Town of Urbana, as per Plat recorded in Book "A" at Page 16, in Champaign County, Illinois.

Said strip of land containing 342.375 square feet, more or less, all situated in the City of Urbana, Illinois, and being a portion of the property commonly known as 108 East Water Street, Urbana, Illinois, having a PIN of 91-21-08-461-012.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver a Real Estate Sale Agreement, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, and all other documents required to be delivered in connection with the transaction contemplated herein, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said documents, as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all the alderpersons then holding office and the Mayor (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the City Council.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor



5' strip for parking lot expansion

Broadway Avenue

91-21-08-461-003
206 N Broadway Av

91-21-08-461-012
Urbana Civic Center
108 E Water St

Mini Park

Water Street

EXHIBIT #1 - LOCATION MAP



EXHIBIT #2 – CITY MINI-PARK PHOTOS



Northeast corner of Water Street and Broadway Avenue
looking northeast



Photo taken in center of mini-park looking east

EXHIBIT #3 – 206 North Broadway Avenue Parking Lot Photo



Center of driveway looking east

EXHIBIT #4 -MINI-PARK CONCEPTUAL DESIGN

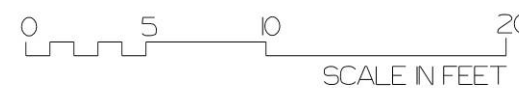
N Broadway Ave



Black Dog
Parking Lot

E Water St

Civic Center Entry Drive
to Parking Lot #5



Downtown Mini Park
Broadway Ave & Water St

SCALE 1"= 8'
DATE February 20, 2015
DRAWING # 1

City of Urbana
Department of Public Works
Arbor Division

REAL ESTATE SALE AGREEMENT

This agreement is made between 201 BROADWAY LLC, an Illinois limited liability company (the "Buyer"), and the CITY OF URBANA, an Illinois municipal corporation (the "Seller"), and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Property.** The Seller hereby agrees to sell, and the Buyer hereby agrees to purchase, the following described property (the "Property"):

The north 5.00 feet of even and equal width of the South 52 feet of the West Half of the Southwest Quarter of Outlot 2 of the Addition of Outlots to the Original Town of Urbana, as per Plat recorded in Book "A" at Page 16, in Champaign County, Illinois.

Said strip of land containing 342.375 square feet, more or less, all situated in the City of Urbana, Illinois, and being a portion of the property commonly known as 108 East Water Street, Urbana, Illinois, having a PIN of 91-21-08-461-012.

2. **Payment.** The Buyer shall pay to the Seller at closing the sum of \$4,000, minus credits and prorations, as provided in this agreement.

3. **Deed.** The Seller shall convey the Property to the Buyer by a good and sufficient Warranty Deed, subject only to those exceptions listed in Paragraph 4(B). If the Buyer completes all improvements as required by Paragraph 14, the Seller shall deliver the Deed to the Buyer promptly after the Seller's building inspector conducts a final inspection and approves the improvements in writing. If the Buyer fails to complete all improvements as required by Paragraph 14, the Seller may declare the Buyer to be in default. If the Buyer does not correct such default in the time specified in this agreement, the Seller shall retain the Deed and shall refund the purchase price to the Buyer, less any damages authorized by Paragraph 8.

4. **Evidence of title.**

- A. Within a reasonable time before closing, the Seller shall deliver to the Buyer a Commitment for Title Insurance issued by a title insurance company doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to the Property in the Buyer's name for the amount of the purchase price.
- B. The following are permissible exceptions to title: liens of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record that do not underlie the improvements; covenants and restrictions of record that do not restrict reasonable use of the Property.
- C. The Property is exempt from payment of real estate taxes in accordance with 35 ILCS 200/15-75, and, thus, there is no need for provision of real estate tax payment. The Seller represents to the Buyer that no sewer use charges, stormwater utility fees, or recycling taxes will at the time of closing be outstanding and not fully satisfied.

EXHIBIT #5 - REAL ESTATE SALE AGREEMENT

- D. If title evidence discloses exceptions other than those permitted, the Buyer shall give written notice of such exceptions to the Seller within a reasonable time. The Seller shall have a reasonable time to have such title exceptions removed, or, any such exception that may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If the Seller is unable to cure such exception, the Buyer may terminate this agreement.

5. **Closing and possession.** The parties shall hold the closing of this transaction not later than July 31, 2017, at the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the parties may agree. If (a) the Seller has approved the Buyer's site plan for the improvements described in Paragraph 14, and (b) the Buyer has applied to the Seller for a local permit to construct the improvements, the Buyer may select a closing date, subject to the July 31 deadline. When the Buyer selects a closing date, the Buyer shall give the Seller notice between May 1 and October 1, inclusive, and not less than 30 days before such date. The Seller shall deliver possession of the Property to the Buyer concurrently with the closing of this transaction.

6. **Encumbrances.** The Seller warrants that no contracts for the furnishing of any labor or material to the Property or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Property or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are not and will not be any unrecorded leases or contracts relating to the Property at the time of the closing.

7. **Environmental disclosure.** The Seller warrants that to the best of its knowledge and belief the Property is free of pollution, contamination, and any other environmental condition that may affect the marketability or usability of the Property for commercial or residential purposes. If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation not previously disclosed at any time prior to closing that affects either the value of the Property or its use for a commercial or residential purpose, the Buyer shall notify the Seller in writing of such concern or violation. If the parties do not come to an agreement regarding an adjustment of the purchase price based upon the cost of environmental remediation and associated costs within 30 days of written notice to the Seller, the Buyer shall have the right to terminate the contract by written notice to the Seller.

8. **Default.** If the Buyer fails to perform any obligation imposed upon it by this agreement, the Seller may serve written notice of default upon the Buyer and, if such default is not corrected within ten days thereafter, this agreement shall terminate. If the Seller fails to perform any obligations imposed upon it by this agreement, the Buyer may terminate this agreement upon similar notice served upon the Seller and similar expiration of time period. The foregoing remedies in the event of default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including specific performance. Default by the Seller or Buyer shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this agreement.

9. **Notices.** The parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

EXHIBIT #5 - REAL ESTATE SALE AGREEMENT

10. **Condition of property.** Except as provided in Paragraph 7, the Buyer agrees to accept the Property in its "as-is" condition, and the Seller disclaims all warranties express or implied as to the condition of the Property. The Seller represents that at the time of the closing of this transaction, the ground surface of the Property will be free of vegetation and nearly level with very little slope so as not to inhibit construction of the improvements pursuant to Paragraph 14.

11. **Execution and counterparts.** The parties may execute this agreement in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. By executing this agreement, the persons executing it as Buyer covenant that they are the duly authorized agents of the Buyer and has full power and authority to so execute and deliver this agreement.

12. **Time and binding effect.** Time is of the essence of this agreement. This agreement is binding upon the respective parties and their successors and assigns.

13. **City Council approval.** This agreement will be valid only after the Seller's City Council approves it by resolution or ordinance.

14. **Agreement of Buyer to make improvements.**

A. Not later than 90 days following the closing date, the Buyer shall, at its sole cost and expense, provide, perform, and complete the following improvements in the manner specified herein:

1) The Buyer shall remove the existing curb situated at the south boundary of the Buyer's adjoining parking lot located at 206 N. Broadway Avenue, Urbana, Illinois, and shall construct a concrete curb along the south boundary of the Property, in accordance with the specifications for a type B.6.12 barrier style curb contained in Exhibit A, attached hereto and incorporated herein by reference.

2) The Buyer shall install asphalt pavement on the surfaces of the Property and the Buyer's adjoining parking lot located at 206 N. Broadway Avenue, Urbana, Illinois, in accordance with a site plan first approved by the Seller's Community Development Services Department.

B. The Buyer shall comply with all federal, state, and local laws and regulations in the performance of this agreement. The Buyer certifies that, prior to performing the improvements under this agreement, it will acquire any federal, state, and local licenses or permits necessary to perform those improvements. The Buyer may meet the permit requirement through use of a subcontractor; provided, however, that the Buyer's use of a subcontractor in that circumstance does not relieve the Buyer of any obligations under this agreement.

The parties are signing this agreement on the dates indicated below their signatures.

Buyer
201 Broadway LLC
201 N. Broadway Avenue
Urbana, Illinois 61801

Seller
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801

EXHIBIT #5 - REAL ESTATE SALE AGREEMENT

BY:



Michael Cochran, Member

6/28/15

Date



Pedro J. Heller, Member

6-28-15

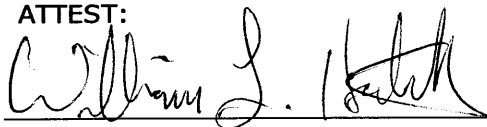
Date

BY:

Laurel Lunt Prussing, Mayor

Date

ATTEST:



ATTEST:

Phyllis D. Clark, City Clerk

APPROVED AS TO FORM:



William L. Hatch
Hatch Law Firm, P.C.
115 N. Neil Street
Champaign, IL 61820

APPROVED AS TO FORM:

Assistant City Attorney
Ordinance No. 2015-

Attachment: Exhibit A Curb specifications (2 pages)

CURB AND GUTTER REPLACEMENT REQUIREMENTS

DETAIL @ EXPANSION JOINT

DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED

DEPRESSED CURB (TYPICAL)

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

MOUNTABLE CURB

BARRIER CURB

GENERAL NOTES

TABLE OF DIMENSIONS MOUNTABLE CURB

TYPE	A	B	C	D	h ₁	R ₁
M-2.06	6	2	4	2	3	2
M-2.12	1500 (150)	1500 (150)	1500 (150)	1500 (150)	1500 (150)	1500 (150)
M-4.06	6	4	4	4	3	NA
M-4.12	12	4	4	4	3	NA
M-4.18	18	4	4	4	3	NA
M-4.24	24	4	4	4	3	NA
M-6.06	6	6	6	6	3	NA
M-6.12	12	6	6	6	3	NA
M-6.18	18	6	6	6	3	NA
M-6.24	24	6	6	6	3	NA
M-8.06	6	8	8	8	3	NA
M-8.12	12	8	8	8	3	NA
M-8.18	18	8	8	8	3	NA
M-8.24	24	8	8	8	3	NA
M-10.06	6	10	10	10	3	NA
M-10.12	12	10	10	10	3	NA
M-10.18	18	10	10	10	3	NA
M-10.24	24	10	10	10	3	NA
M-12.06	6	12	12	12	3	NA
M-12.12	12	12	12	12	3	NA
M-12.18	18	12	12	12	3	NA
M-12.24	24	12	12	12	3	NA

TABLE OF DIMENSIONS BARRIER CURB

TYPE	A	B	C	D	h ₁	R ₁
B-6.12	12	6	6	6	1	1
B-8.12	12	8	8	8	1	1
B-10.12	12	10	10	10	1	1
B-12.12	12	12	12	12	1	1
B-14.12	12	14	14	14	1	1
B-16.12	12	16	16	16	1	1
B-18.12	12	18	18	18	1	1
B-20.12	12	20	20	20	1	1
B-22.12	12	22	22	22	1	1
B-24.12	12	24	24	24	1	1

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

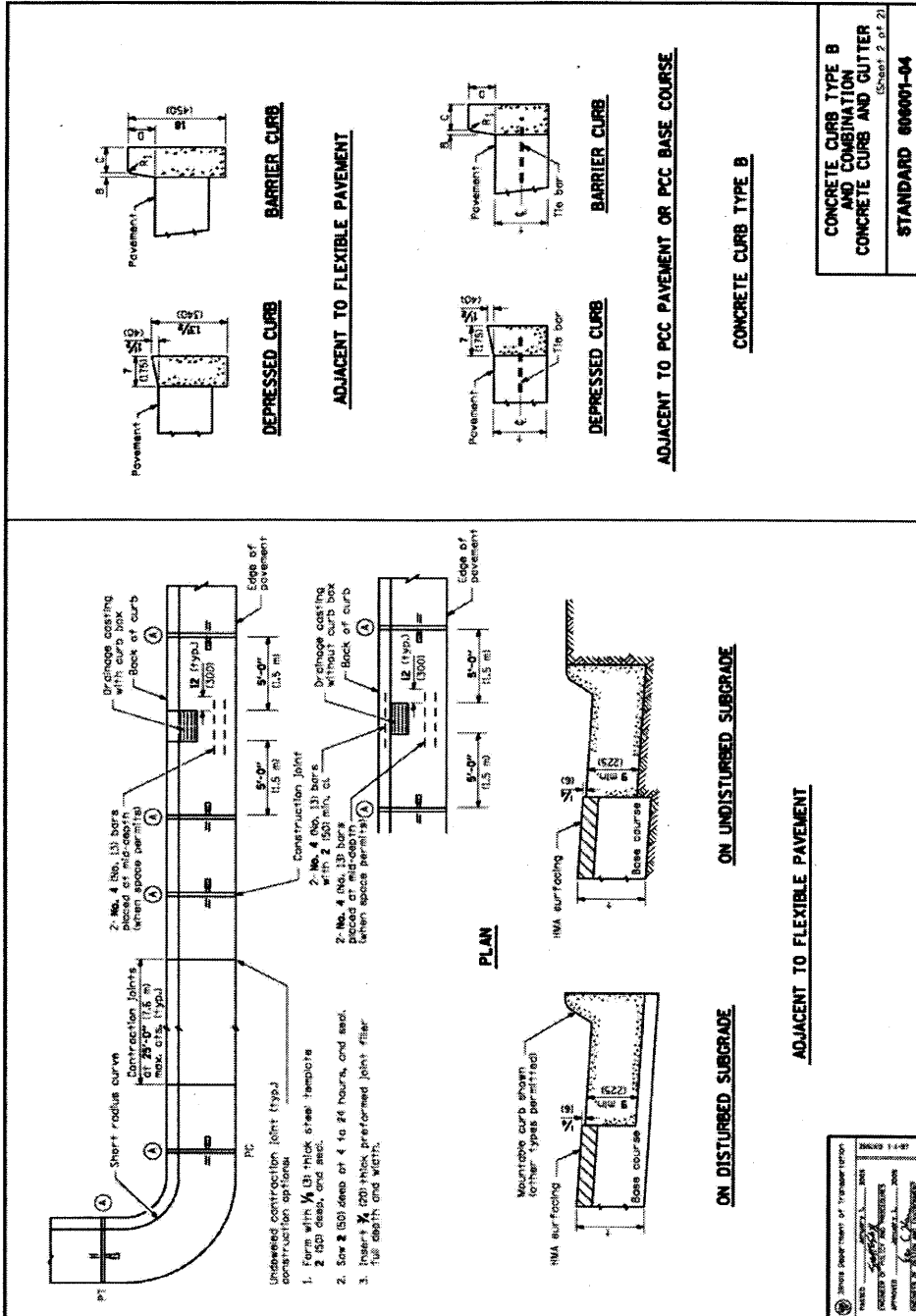
STANDARD 606001-04

REVISIONS

DATE	REVISIONS
12-08	REVISIONS TO SECTION 01500
11-07	REVISIONS TO SECTION 01500
	ADDED DIMS
	TERMINOLOGY

M-2.06 (M-5.15) and M-2.12 (M-5.20)

CURB AND GUTTER REPLACEMENT REQUIREMENTS



Revised 3-8-2010

DETAIL PAV-A-10