



DEPT. OF COMMUNITY DEVELOPMENT SERVICES
PLANNING AND ECONOMIC DEVELOPMENT DIVISION

m e m o r a n d u m

TO: Bruce K. Walden, CAO

FROM: April D. Getchius, AICP, Director

DATE: November 20, 2000

SUBJECT: An Ordinance Authorizing The Mayor
To Execute An Intergovernmental Agreement With Champaign County
(Courthouse Agreement)

Introduction. The purpose of this Ordinance is to approve an intergovernmental agreement with Champaign County regarding the development of the Courthouse complex in downtown Urbana. Over the course of the last year or so, staff has been working the Champaign County to address several issues relative to the development of the Courthouse, including the vacation of Bennett Avenue, alleys and the potential relocation of the Elite Diner.

Issues and Discussion. The City of Urbana and Champaign County have cooperated in the development of the Courthouse renovation and construction in downtown Urbana. To that end, it is important that issues related to the multi-year construction process be articulated in an agreement.

The agreement includes the following key elements:

- ?? *Site Plan Approval.* The agreement requires the County to develop the new court facility building in conformance with the approved site development plan.
- ?? *Elm Street Restoration.* The County and the City agree to share the cost of Elm Street Restoration. The County will be responsible for the cost of normal curb and gutter replacement on the north Side of Elm and on Vine Street. The City will pay for the costs of replacement of the streetlights, median, resurfacing and restriping of the street.

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- ?? *Streetscape.* The City agrees to pay not more than \$23,000 for streetscape on the Courthouse block. In addition, the City agrees to reimburse the County an amount not to exceed \$250,000 for the replacement of sidewalks around the Courthouse to include streetscape elements.
- ?? *Construction Staging.* The City of Urbana and Champaign County agree on the location of construction staging and the temporary closure of Elm Street.
- ?? *Parking Ticket Revenues.* Champaign County is constructing a parking lot east of the new Courthouse addition. Because the City has the mechanism for enforcement of parking regulations, the County agrees that the City of Urbana personnel will write tickets for violations and the City will keep revenues generated from violations.
- ?? *Vacation of Bennett Avenue.* As per previous discussions, the City of Urbana will vacate Bennett Avenue and associated alley at no cost to the County. The City Council conducted a hearing on this vacation on December 20, 1999. As a result, this vacation will be scheduled on an upcoming December, 2000 Council meeting in order to complete the vacation.
- ?? *Dedication of Vine Street.* There is a small portion of Vine Street that needs to be dedicated in order to straighten out the right-of-way. The County is agreeing to dedicate this at no cost to the City.
- ?? *Eliot Building Provisions.* The agreement requires Champaign County to demolish the Eliot Building at the northwest corner of Vine and Main Streets. The City of Urbana agrees to contribute not more than \$5,000 toward the cost of the demolition. In addition, the parties agreed to share the cost on a 50%/50% basis for sidewalk replacement. In addition, the City of Urbana will pay for the cost of intersection improvements that have long been needed at this site while the County agrees to dedicate any necessary right-of-way for that purpose.
- ?? *Permit Fees.* All permit fees for the project are reduced by 50%.
- ?? *Contractor Parking.* The City of Urbana agrees that contractor employees may park in Lot 24 during the construction period at no additional cost to the County.
- ?? *Temporary Parking.* The City agrees to provide eleven free parking spaces in the deck and three spaces at a rate of \$45 during the construction period.
- ?? *Elite Diner.* Because the City would like to encourage the retention of the Elite Diner in downtown, the agreement incorporates benefits for the diner owner. The City will contribute \$30,000 to the cost of the relocation of the diner in downtown and façade loan write-down for a loan valued at up to \$100,000. The City would also contribute up to \$2,300 toward the costs the County has incurred for architectural or professional services related to the relocation of the diner.
- ?? *Use of Lot 10A North.* This is the lot north of Lincoln Square that includes the mailboxes. The County has been considering using a drive-up facility for payment of fees and fines. If the County can incorporate it, the City will work with the County to use Lot 10A North for that purpose.
- ?? *Shuttle System.* The County agrees to continued participation in the Shuttle System as long as it remains in effect.

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Fiscal Impacts. The City of Urbana will have significant fiscal impacts as a result of this agreement. In the spirit of intergovernmental cooperation, we are vacating right-of-way and assisting with expenses in order to facilitate the downtown courthouse construction project. In addition, we have incurred other expenses throughout the early stages of this project including property appraisal costs, environmental assessments, etc. The estimated “out of pocket” expenses articulated in this agreement are:

Elm Street Paving and Street Light Relocation	\$100,000
Streetscape Design	\$ 23,000
Streetscape Installation	\$200,000
Eliot Building Demolition	\$ 5,000
Elite Diner Relocation and Loan Program	\$ 60,000
Improvements to Vine and Main Streets Intersection	\$ 10,000
Cost of replacing sidewalk at Vine and Main	<u>\$ 2,500</u>
 Total	 \$400,500

These costs do not reflect other costs associated with the project like lost building permit fees, value of right-of-way vacation, or lost parking meter revenues nor does it estimated the revenues from tickets generated from the County’ parking lot.

Options. The City Council has the following options:

- a. Approve the Ordinance authorizing the Mayor to sign this agreement.
- b. Deny approval of the Ordinance and provide direction as to issues the Council would like to have addressed.

Recommendation. Staff recommends that the City Council approve this ordinance and its associated agreement with Champaign County. The investment the City is making in this project is well worth the retention of the courthouse in downtown.

If you have any questions, please feel free to call me at 384-2439 or email me at adgetchius@city.urbana.il.us.

c: Denny Inman, Co-Administrator, Champaign County
Deb Busey, Co-Administrator, Champaign County

January 4, 2001

ORDINANCE NO. 2000-11-129

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT WITH CHAMPAIGN COUNTY
(COURTHOUSE AGREEMENT)

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

Section 1. That the Agreement Between Urbana and Champaign County Respecting Champaign County Courthouse Construction in the form of a 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 hereby 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 _____ day of _____, 2000.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2000.

Tod Satterthwaite, Mayor

January 4, 2001

AN AGREEMENT

**BETWEEN 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 (“Urbana”); and Champaign County (“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, Champaign 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”;

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

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

NOW, THEREFORE, in consideration of the foregoing premises and the other undertakings contained in this Agreement, 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, 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, Urbana and the County agree that certain changes are needed to Elm Street and that these costs should be distributed 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 replacement costs of curb and gutter replacement and sidewalk replacement on the north side of Elm Street between Broadway Avenue and Vine Street. 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 adjacent Urbana City right-of-way shall be of benefit to 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. Within thirty (30) days following completion of the installation of the brick band streetscape, 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 design of said streetscape in an amount not to exceed twenty-three thousand dollars (\$23,000.00). The amount received by Urbana (if any) of any grant for such project shall not affect the cost share formula set forth in this section.

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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. 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 as illustrated on Exhibit "A" (hereafter referred to simply as "Courthouse Parking Lot"). 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 Urbana. The parties agree that all costs of constructing the Courthouse Parking Lot including installation of meters or a multi space revenue system and future maintenance of the facility shall be borne by the County. However, after the installation of the parking meters or other parking time control devices, such shall become the property of Urbana and the City shall be responsible for maintenance of such. The lease term shall commence on the date Urbana elects, by written notice to the Chair of the Champaign County Board, which date will be no later than the date of commencement of occupancy of the public offices of the new facility.

Urbana shall have the sole responsibility to set meter rates and times of enforcement, but such shall be the same as 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 meters. Although the parking lot shall be leased to Urbana, all meter revenue or revenue from a multi space device shall belong to the County.

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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 Urbana.

The County can terminate this lease on sixty (60) day's written notice to the Chief Administrative Officer of the City of Urbana if the County agrees to pay to the City thereafter, on a monthly basis, the average ticket revenues that were previously collected. The monthly ticket revenues shall be determined by adding the six-month revenues immediately prior to the County notice of termination and divide by six. Such amounts shall be adjusted annually on January 31st based on the urban Consumer Price Index. If the County terminates this agreement, Urbana shall transfer ownership of the parking meters and any multi space devices to the County without charge.

Section 6. Bennett Street and 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). 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. If the vacation and conveyance are approved, Urbana will vacate and convey said rights-of-way and parcels to the County at no cost.

Section 7. Dedication of Elm Street Right-of-Way. In order to straighten existing right-of-way on Vine Street, the County agrees to acquire the Elite Diner lot and subsequently dedicate the following right-of-way as part of Vine Street at no cost to Urbana:

All situated in the City of Urbana, Champaign County, Illinois, and containing _____ acres more or less. This area is illustrated on Exhibit D.

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A portion of Lot 31 of the original Town of Urbana [sic], Illinois, recorded in Deed Record Book "A" at page 3, in the Office of the Recorder, Champaign County, Illinois, more particularly described as follows:

The north 8.00 feet of the south 25.00 feet of the west 11.00 feet of the east 39.00 feet of said Lot 31,

All situated in the City of Urbana, Champaign County, Illinois, and containing 0.002 acre (88 square feet), more or less. This area is illustrated on Exhibit D.

Section 8. Eliot Building. Because the Eliot Building causes poor traffic and pedestrian visibility along Main Street and Vine Street, the County agrees to demolish the Eliot Building located at 212 East Main Street in Urbana 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 Eliot Building lot and that all existing driveways will be removed and replaced with new barrier curb and gutter and grass. In addition, the County acknowledges Urbana will improve the turning radius at this corner and relocate two traffic signal poles at Urbana's cost. The parties agree, however, that each party will pay 50% of the cost of sidewalk replacement along the Eliot Building lot and each party will pay 50% of the cost of demolition of the Eliot building except that the City's share of demolition will not exceed \$5,000. The County agrees to dedicate right-of-way necessary to accommodate relocating the sidewalk and increase the turning radius as shown on Exhibit E.

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 and does not constitute any waiver or reduction of permit fees for any other County construction projects.

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Section 10. Contractor Parking. Urbana shall allow project contractors to park in 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. Urbana shall offer to the County parking for three (3) spaces for County officials in the City Parking Deck during the period 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. 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, 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, 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 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. Urbana agrees to provide necessary easements and licenses for a drive-up facility in Parking Lot 10A North.

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Section 14. Downtown Urbana Employee Shuttle System. The County agrees to continued participation in the Downtown Urbana Employee Shuttle System at their prorated share of one-third the cost. The shuttle system will accommodate all downtown County employees who wish to participate as long as the shuttle system is in existence.

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 Urbana or the County to take any action that would be a violation of law or would cause default on any obligation 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 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.

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Section 20. Term. This agreement shall be effective for a term of 20 years and automatically renewable unless the parties agree to terminate it.

CITY OF URBANA, ILLINOIS

CHAMPAIGN COUNTY BOARD

By: _____
Mayor

By: _____
Its: _____

ATTEST: _____
City Clerk

ATTEST: _____
Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR COUNTY:

City Attorney

Its: _____

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Exhibit A
Champaign County Courthouse Site Plan

January 4, 2001

January 4, 2001

**Exhibit B
Construction Staging Plan**

January 4, 2001

Exhibit C

Description of Vacation of Bennett Street and Associated Alleys

January 4, 2001

Exhibit D
Vine Street Dedication

January 4, 2001