

RESOLUTION # 141

WHEREAS, the Constitution of the State of Illinois provides that units of local government may associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, Ill. Const., Art. VII, § 10 (1970); and,

WHEREAS, Illinois statutes provide that public agencies may share powers through intergovernmental agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and,

WHEREAS, Sangamon County, through a planning study concluded that the Springfield-Sangamon County Transportation Center should include a parking structure, an Amtrak Station, a Sangamon Mass Transit District Transfer Facility, an Adams Street Pedestrian Plaza, and, potentially, an Adams Street Activities Center; and,

WHEREAS, Sangamon County is a unit of local government; and,

WHEREAS, the City of Springfield is a unit of local government; and,

WHEREAS, the Sangamon Mass Transit District is a unit of local government; and,

WHEREAS, the Illinois Department of Transportation ("IDOT") received an appropriation of \$122 million ("Series B Bonds") for the construction of the Springfield Rail Improvements Project ("SRIP"), which includes the construction of the Springfield Sangamon County Transportation Center ("CENTER"); and

WHEREAS, the City and County desire to complete the construction of the CENTER which includes a parking garage for Amtrak passengers, County employees, County Building visitors, and Sangamon Mass Transit District ("SMTD") employees; an Amtrak station; a pedestrian, a SMTD bus transfer facility ("TRANSFER FACILITY"), and a pedestrian bridge across the rail corridor connecting the Amtrak station and the Transfer Facility; and

WHEREAS, and Intergovernmental Cooperation Agreement for Construction of the Springfield-Sangamon County Transportation Center between the City of Springfield, Sangamon County, and Sangamon Mass Transit District has been prepared; and,

WHEREAS, said Agreement would enable the construction of the Sangamon Mass Transit District bus transfer facility to be located east of the proposed Springfield Rail Corridor.

NOW THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, at its Regular Statutory Meeting, assembled this 8th day of June, A.D., 2021 that the Intergovernmental Cooperation Agreement for Construction of the Sangamon Mass Transit District Transfer Facility between the City of Springfield, Sangamon County, and Sangamon Mass Transit District is approved; and,

BE IT FURTHER RESOLVED, that the Chairman of the County Board of Sangamon County is hereby authorized and directed to sign said Agreement on behalf of Sangamon County.

I, Don Gray, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete original of a RESOLUTION adopted by the County Board of Sangamon County at a meeting held on this 8th day of June, A.D., 2021.

Chairman, Sangamon County Board

Respectfully submitted,

I certify that the correct TIN/FEIN for Sangamon County is 37-6002039
Legal Status: Governmental.

_____, Chairman
Finance Committee
Sangamon County Board

FILED

JUN 02 2021

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Springfield in said County, this _____ day of June, A.D., 2021.

Don Gray
Sangamon County Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR CONSTRUCTION OF THE SANGAMON MASS TRANSIT DISTRICT TRANSFER FACILITY BETWEEN THE CITY OF SPRINGFIELD, SANGAMON COUNTY, AND THE SANGAMON MASS TRANSIT DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made as of this ___ day of _____, A.D. 2021, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the CITY OF SPRINGFIELD, ILLINOIS (hereinafter the “City”), the COUNTY OF SANGAMON, State of Illinois (hereinafter the “County”), and the SANGAMON MASS TRANSIT DISTRICT (hereinafter “SMTD”).

WITNESSETH:

WHEREAS, the Illinois Constitution provides that units of local government may associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, Ill. Const., Art. VII § 10 (1970); and

WHEREAS, Illinois statutes provide that public agencies may share powers through intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the City is a unit of local government; and

WHEREAS, the County is a unit of local government; and

WHEREAS, SMTD is a unit of local government; and

WHEREAS, the Illinois Department of Transportation (“IDOT”) received an appropriation of \$122 million (“Series B Bonds”) for the construction of the Springfield Rail Improvements Project (“SRIP”), which includes the construction of the Springfield Sangamon County Transportation Center (“CENTER”); and

WHEREAS, the City and County desire to complete the construction of the CENTER which includes a parking garage for Amtrak passengers, County employees, County Building visitors, and Sangamon Mass Transit District (“SMTD”) employees; an Amtrak station; a pedestrian, a SMTD bus transfer facility (“TRANSFER FACILITY”), and a pedestrian bridge across the rail corridor connecting the Amtrak station and the Transfer Facility; and

WHEREAS, the City, County and SMTD executed an Intergovernmental Agreement on December 4, 2020 for the construction of the CENTER (IGA)

WHEREAS, the TRANSFER FACILITY includes demolition of existing SMTD buildings, construction of a new SMTD bus transfer facility, and construction of east side pedestrian access to the proposed pedestrian bridge over the rail corridor connecting the TRANSFER FACILITY to the proposed Amtrak station; and

WHEREAS, the schedule for completion of the Center, including the TRANSFER FACILITY, is December 31, 2025.

WHEREAS, the City plans to execute future agreements with IDOT and with the United States Department of Transportation (“USDOT”) to construct the Center, construct new underpasses at Jefferson and Madison Streets, and construct the Tenth Street Rail Corridor between Carpenter Street and Capitol Avenue as part of the SRIP; and

4. Temporary Easement. The City grants the following temporary construction easement to SMTD:

- a. A temporary easement on Parcels SR0115, SR0117 and the alley separating them for the operation of a temporary SMTD bus transfer facility while the TRANSFER FACILITY is being constructed. This temporary easement is included as Exhibit F.

5. County Construction Contract. The County will advertise, let, and award a construction contract for the construction of the TRANSFER FACILITY and demolition of buildings included in the temporary construction easement provided by the City under Section 3 of this agreement.

6. Authorization to Enter into Agreement. Each individual executing or attesting to this Agreement on behalf of a respective unit of local government hereby warrants and represents that such individual is authorized to execute or attest and deliver this Agreement pursuant to authority granted by the corporate authorities of the applicable unit of local government on behalf of whom the individual is executing or attesting to this Agreement.

7. Miscellaneous.

- a. Severability. If any term, covenant, condition, or provision (or any part thereof) of this Agreement or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.

- b. Compliance with Applicable Law. In performance of each party's respective obligations pursuant to this Agreement, the parties shall comply with all applicable provisions of federal, state, and local laws. Any limits or standards set forth in this Agreement to be observed in the performance of the Agreement are minimum requirements and shall not affect the application of more restrictive valid and applicable, federal, state, or local standards to the performance of the Agreement.

- c. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon employees, officers, directors, or policyholders of any other person, firm, unit of government, or corporation.

- d. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

- e. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

- f. Entire Agreement. This document and Exhibits A through D constitute the entire agreement between the parties, and there are no oral agreements or other written agreements. This Agreement may be modified only by a writing executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned units of local government have approved and entered into this Agreement as of the date first stated hereinabove.

CITY:
CITY OF SPRINGFIELD, ILLINOIS

ATTEST:

Frank Lesko, City Clerk

By: _____
James O. Langfelder, Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that James O. Langfelder, personally known to me to be the Mayor of the City of Springfield, and Frank Lesko, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2021.

Notary Public

SMTD:
SANGAMON MASS TRANSIT DISTRICT

ATTEST:

Leslie McCarthy, Board Secretary

By: _____
Brian Brewer, Board Chairman

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Brian Brewer, personally known to me to be the Chairman of the Sangamon Mass Transit District Board of Trustees, and Leslie McCarthy, personally known to me be the Secretary of the Sangamon Mass Transit District Board of Trustees, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Board Chairman and Board Secretary, they signed and delivered the said instrument as Chairman and Secretary of said Sangamon Mass Transit District Board of Trustees, pursuant to authority given by the corporate authorities of the Sangamon Mass Transit District for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 2021.

Notary Public

Exhibit "C-2"

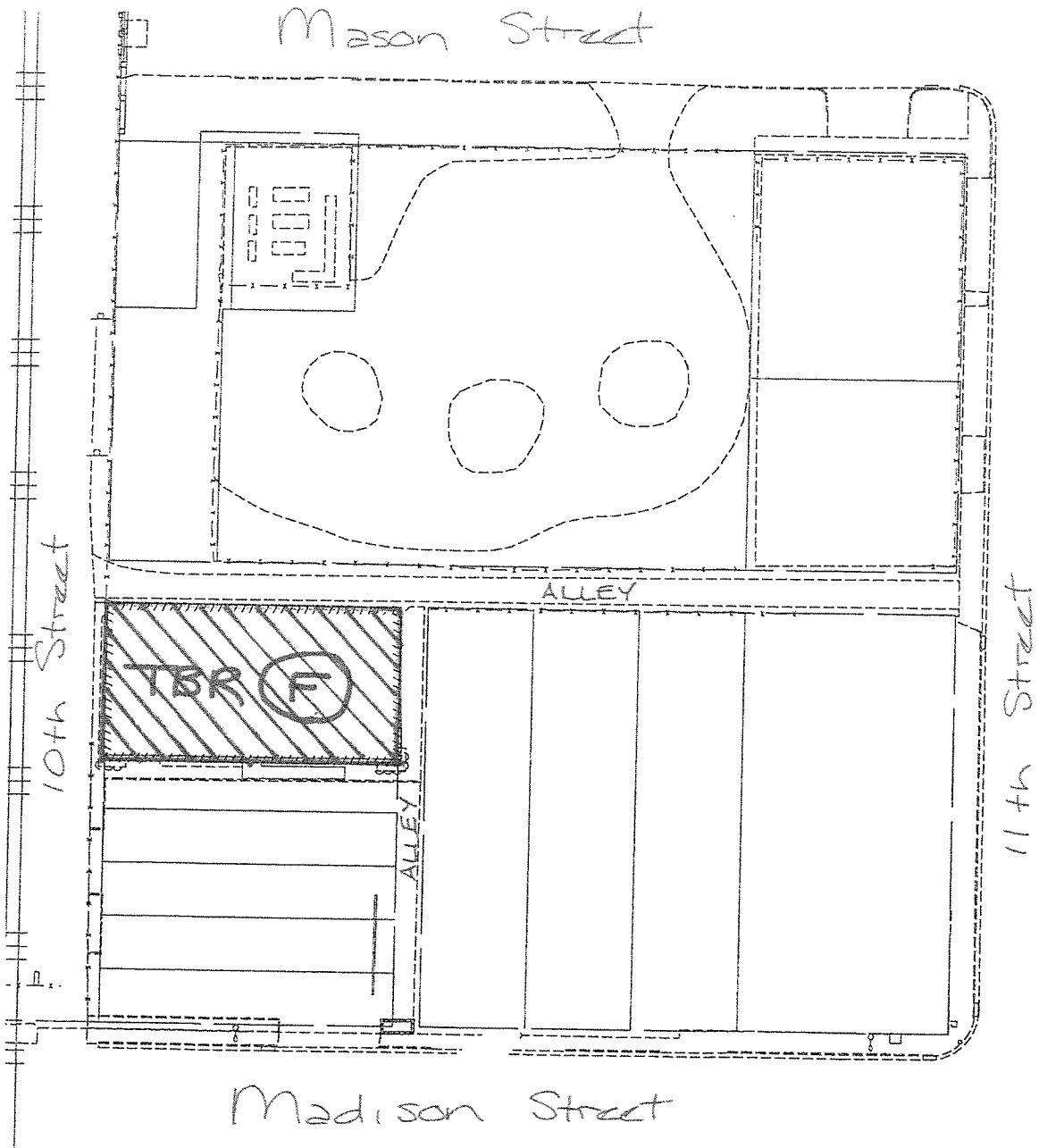


Exhibit "D1" (cont.)

Parcel SR0127A

Part of the Lots 9, 10 and 11 in Block 18 of the E. Iles Addition to the City of Springfield in the West Half of the Southeast Quarter of Section 27 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois.

Beginning at the northwest corner of Lot 9 in Block 18 of the E. Iles Addition, being the intersection of the southerly existing right of way line of an east-west Alley and the easterly existing right of way line of Tenth Street; thence South 89 degrees 11 minutes 36 seconds East along the southerly existing right of way of an east-west Alley, 90.84 feet; thence South 00 degrees 46 minutes 34 seconds West, 153.66 feet; thence North 89 degrees 07 minutes 44 seconds West, 91.05 feet to the easterly existing right of way line of Tenth Street; thence North 00 degrees 51 minutes 13 seconds East along the easterly existing right of way line of Tenth Street, 153.56 feet to the Point of Beginning containing 13,970.03 square feet or 0.321 acre, more or less.

Parcel SR0127B

Part of the Lots 9, 10, 11 and 12 in Block 18 of the E. Iles Addition to the City of Springfield in the West Half of the Southeast Quarter of Section 27 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois.

Beginning at the southwest corner of Lot 9 in Block 18 of the E. Iles Addition, being the intersection of the northerly existing right of way line of Monroe Street and the easterly existing right of way line of Tenth Street; thence North 00 degrees 51 minutes 13 seconds East along the easterly existing right of way line of Tenth Street, 4.03 feet; thence South 89 degrees 07 minutes 44 seconds East, 147.31 feet; thence South 00 degrees 51 minutes 13 seconds West, 3.90 feet to the northerly existing right of way line of Monroe Street; thence North 89 degrees 10 minutes 44 seconds West along the northerly existing right of way line of Monroe Street, 147.32 feet to the Point of Beginning containing 584.70 square feet or 0.013 acre, more or less.

AND

SR0128

Lot 8 in Block 19 of E. Iles' Addition to the City of Springfield.

AND

SR0129

Lots 1, 2, 3, 4, 5, 6 and 7 in Block 19 of E. Iles' Addition to the City of Springfield.

AND

All that part of the alley lying in center of Block 19 of E. Iles' Addition to the City of Springfield.

Exhibit "D1" (cont.)

Dated this _____ day of _____, 2021.

City of Springfield, Illinois,
a municipal corporation

Name of Governmental Entity

By: _____
Signature

James O. Langfelder, Mayor
Print Name and Title

ATTEST:

By: _____
Signature

Frank Lesko, City Clerk
Print Name and Title

State of Illinois)
) ss
County of Sangamon)

This instrument was acknowledged before me on _____, 2021, by
James O. Langfelder _____, as Mayor
and Frank Lesko _____, as City Clerk
of City of Springfield, Illinois, a municipal corporation _____, a governmental entity
organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by the
City of Springfield, Illinois.

Exhibit "D2"

Owner City of Springfield, Illinois,
 a municipal corporation
Address 1015 E. Capitol Avenue
 Springfield, Illinois
Route 10th Street Rail Corridor
County Sangamon
Job No.
Parcel No. 15TE
P.I.N. No. None
Project No. The Springfield Sangamon County
 Transportation Center

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

Pursuant to and in compliance with the authority set forth in City of Springfield Ordinance Number _____, Grantor, City of Springfield, Illinois, a municipal corporation organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of One and 00/100 Dollars (\$1.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 55 ILCS 5/5 1005.2, hereby represents that Grantor owns the fee simple title to and grants and conveys to Sangamon County, (Grantee), a temporary construction easement for the purpose of building removal and other highway purposes, on, over, and through the following described real estate:

Lots 9, 10, 11, 12, 13 and 14 in Block 19 of E. Iles Addition to the City of Springfield, Illinois, as shown in Exhibit "A" attached hereto and made a part hereof.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate January 1, 2022, or on the completion of the proposed project, whichever is the sooner, unless extended in writing by the Grantor.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Exhibit "D2" (cont.)

Exhibit "A"

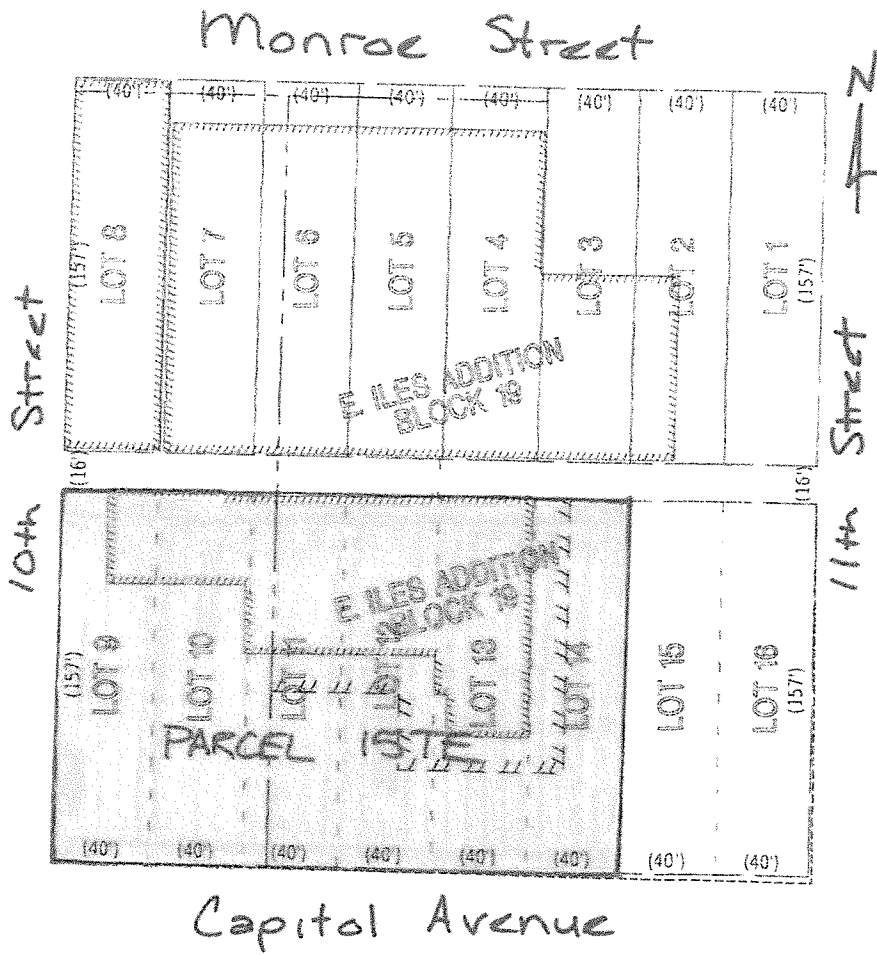


Exhibit "D3" (cont.)

The right, easement and privilege granted herein shall terminate January 1, 2022, or on the completion of the proposed project, whichever is the sooner, unless extended in writing by the Grantor.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Exhibit "D3" (cont.)

Exhibit "A"

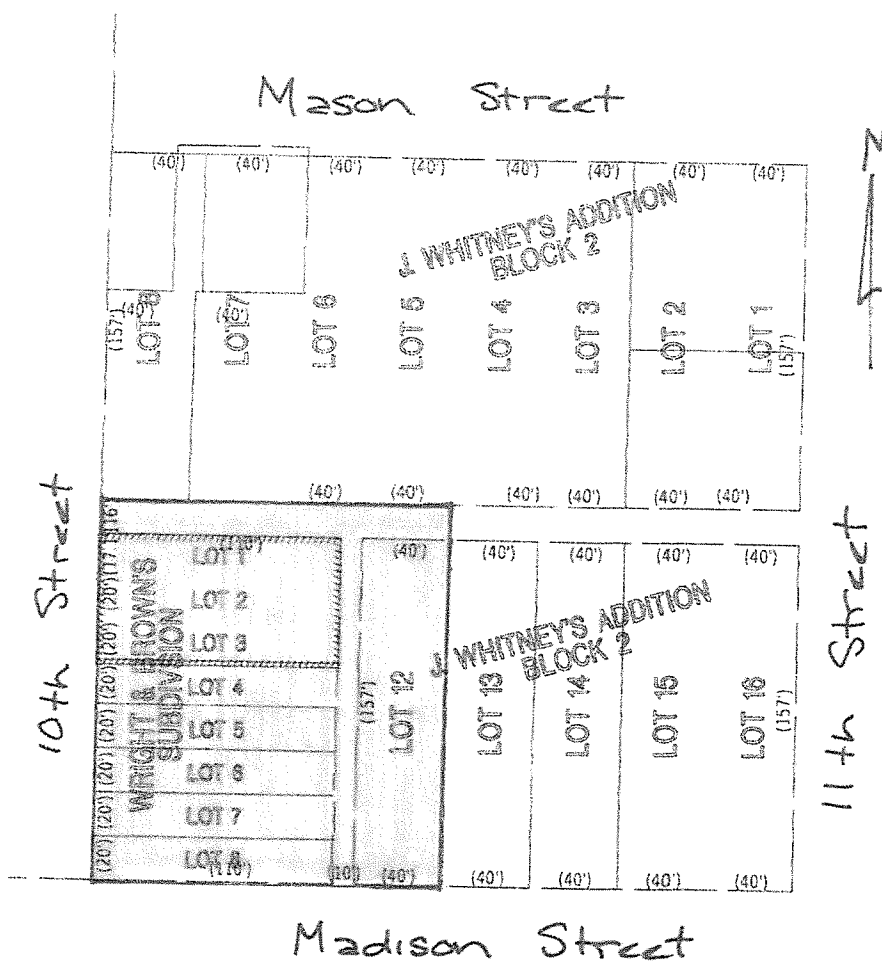


Exhibit "E" (cont.)

The North 37 feet of the South 97 feet 6 1/2 inches of Lots 9, 10 and 11 in Block 8 of J. Whitney's Addition to the City of Springfield.

and

The North 20 feet 2 1/2 inches of the South Half of the North Half of Lots 9, 10 and 11 in Block 8 of J. Whitney's Addition to the City of Springfield.

and

The North 39 feet 3 inches of Lots 9, 10 and 11 in Block 8 of J. Whitney's Addition to the City of Springfield.

As shown in Exhibit "A" attached hereto and made a part hereof.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate January 1, 2022, or on the completion of the proposed project, whichever is the sooner, unless extended in writing by the Grantor.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Exhibit "E" (cont.)

Exhibit "A"

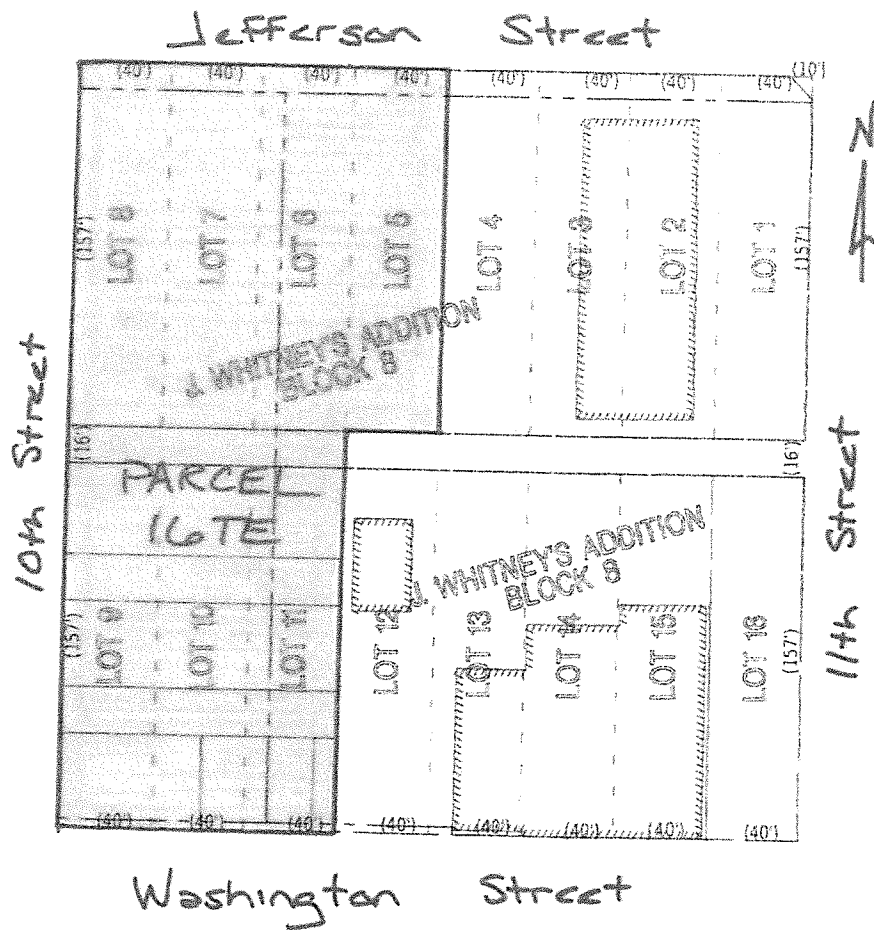


Exhibit "F" (cont.)

The North 37 feet of the South 97 feet 6 1/2 inches of Lots 9, 10 and 11 in Block 8 of J. Whitney's Addition to the City of Springfield.

and

The North 20 feet 2 1/2 inches of the South Half of the North Half of Lots 9, 10 and 11 in Block 8 of J. Whitney's Addition to the City of Springfield.

and

The North 39 feet 3 inches of Lots 9, 10 and 11 in Block 8 of J. Whitney's Addition to the City of Springfield.

As shown in Exhibit "A" attached hereto and made a part hereof.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate January 1, 2022, or on the completion of the proposed project, whichever is the sooner, unless extended in writing by the Grantor.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Exhibit "F" (cont.)

Exhibit "A"

