

RESOLUTION # 18-1

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, land owned by Sangamon County is needed by the Sangamon Mass Transit District (SMTD) for a portion of the proposed SMTD Transfer Center, land owned by the City of Springfield is needed by Sangamon County for a portion of the Springfield-Sangamon County Transportation Center, land owned by SMTD is needed by Sangamon County for a portion of the Springfield-Sangamon County Transportation Center, and land owned by Sangamon County and SMTD is needed for the Springfield Rail Improvement Project.

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 said projects without delays in land conveyance.

NOW THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, at its Regular Reconvened Adjourned September Session, assembled this 10th day of November, A.D., 2020 that the *Intergovernmental Cooperation Agreement for Construction of the Springfield-Sangamon County Transportation Center 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 10th day of November, A.D., 2020.

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

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 November, A.D., 2020.

COUNTY CLERK

Andy Goleman
SANGAMON COUNTY AUDITOR

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Chairman, Sangamon County Board

Respectfully submitted,

Finance Committee
Sangamon County Board

FILED

NOV 06 2020

Don Gray
Sangamon County Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR CONSTRUCTION OF
THE SPRINGFIELD SANGAMON COUNTY TRANSPORTATION CENTER
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. 2020, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the **CITY OF SPRINGFIELD, ILLINOIS** (hereinafter the “City”), and 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, County, and SMTD desire to complete the construction of the Center which includes a parking garage for Amtrak passengers, County employees, County Building visitors, and SMTD employees; an Amtrak station; a SMTD bus transfer facility and waiting room, SMTD employee break room, and covered canopies and walkways for SMTD, by the end of 2025 (See Site Plan Exhibit A); and

WHEREAS, the schedule for completion of the Center, including the SMTD Bus Transfer Facility, is December 31, 2025.

WHEREAS, existing ownership of real estate for all of the subject parcels is demonstrated on Exhibit B; and

WHEREAS, the City has executed an agreement with IDOT to be reimbursed for IDOT eligible engineering costs for the design of the Center; and

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; and

WHEREAS, some costs of the Center’s parking garage and Adams Street pedestrian plaza may not be eligible for IDOT or USDOT funding; and

WHEREAS, the County desires to own the real property that the parking garage, Amtrak station, pedestrian bridge, and Adams Street pedestrian plaza, demonstrated on Exhibit A, will occupy (see Proposed Future Ownership Exhibit C); and

WHEREAS, the SMTD desires to own the real property that the bus transfer portion of the Center, demonstrated on Exhibit A, will occupy (see Proposed Future Ownership Exhibit C); and

WHEREAS, the City desires to own the real property that Tenth Street Rail Corridor, demonstrated on Exhibit A, will occupy until future land transfer agreements are executed with the Union Pacific Railroad and Norfolk Southern Railroad (see Future Ownership Exhibit C); and

WHEREAS, land owned by the City is needed by the County for the Center, land owned by the County is needed by the SMTD for the Center, land owned by the SMTD is needed by the County for the Center, and land owned by the County and SMTD is needed by the City for the construction of the SRIP; and

WHEREAS, SMTD acquired its ownership of the respective parcels of real property demonstrated on Exhibit B through the use of federal funds; and

WHEREAS, although SMTD will hold title to slightly less real property as a result of the conveyances described herein, the improvements to the real property held by SMTD after the subject conveyances will result in such real property having a value that is in excess of that real property that SMTD holds title in and to as of this date.

NOW THEREFORE, in consideration for the mutual agreements and covenants contained in this Agreement, the City, County, and SMTD agree as follows:

1. City Application for Federal Funds. The City will apply for IDOT, USDOT, or other federal funds for the IDOT eligible components of the Center which include the Amtrak Station (including platforms), SMTD Transfer Facility, Pedestrian Bridge (including public areas), and Amtrak and SMTD parking and will execute any required agreements with applicable governmental entities to obtain Series B Bonds or other applicable funds.
2. County Funding Obligations. Upon the City’s notice to the County that it has received the authorization for Series B Bonds, the County will be responsible for funding those portions of the parking garage construction necessary for County employees and visitors (if federal and IDOT funds may not be utilized for such purposes) and for funding the Adams Street pedestrian plaza (if federal and IDOT funds may not be utilized for such purposes).
3. Construction Contracts. Upon all necessary assurances received by the County, as determined in the County’s sole discretion, the County will advertise, let and award all construction contracts for the Center in compliance with applicable IDOT and USDOT requirements.
4. City-County Construction Agreement. The City and County agree to enter into a separate Construction Agreement that will authorize the County to access and utilize IDOT, USDOT, or other federal funds obtained by the City pursuant to Section 1 of this Agreement for purposes of construction of the Center.

5. Invoice Approval. The County will review all design engineering invoices for the Center submitted by the County’s consultant, approve those invoices for payment by the City, and forward those invoices to the City for payment, and provide payment to the County’s consultant of any amounts of those invoices that are not eligible for IDOT, USDOT, or other federal funds.

6. Construction of Bus Transfer Facility. The County will construct the bus transfer facility portion of the Center for SMTD at an estimated cost of \$13,000,000. No federal funds from any source will be used for the design and construction of the SMTD Bus Transfer Facility. This will provide a net asset improvement to the SMTD, as the net appraised value of all parcels being transferred by and to SMTD as a result hereof is a net loss in value of \$945,000.

7. SMTD Bus Transfer Facility Plan Review. The SMTD will approve the County’s construction plans (including construction staging to maintain operations during construction) for the bus transfer facility prior to construction advertisement.

8. Reimbursement. Should the SMTD portion of Center construction not be completed by January 1, 2026, in order to assure the SMTD will not incur an overall asset loss, the County will reimburse the SMTD \$945,000, which is the difference in appraised cost land transferred by the SMTD to the County and City less the appraised cost of land transferred by the County to the SMTD. The SMTD will place this payment in escrow for future bus transit capital improvements.

9. Real Property Conveyances. In order to facilitate the construction of the SRIP and the Center, the parties agree to make the conveyances of real property described in each Subsection hereinbelow. Such conveyance shall be made for no consideration other than that consideration stated in this Agreement. In each conveyance, the grantor shall deliver good and merchantable fee simple title to the real property via a warranty deed, or other type of deed acceptable to the grantee, conveying good and merchantable title, free and clear of encumbrances, reservations, restrictions, easements and rights of way, except as may be specifically approved in writing by the grantee (“Permitted Exceptions”), along with a title insurance policy subject only to the Permitted Exceptions. The parties hereto agree that all plats, legal descriptions, deeds, and other documents necessary for the conveyance of real property shall be prepared by Hanson Professional Services, Inc. Each parcel of real property to be conveyed is identified in Exhibit D.

a. Immediate Conveyances. The parties agree to make the following conveyances within thirty (30) days of the effective date of this Agreement.

- i. SMTD shall convey to the City that portion of real property identified as Parcel 1 on Exhibit D, located on the west side of the block south of Washington Street and east of the Norfolk Southern Rail Road Right of Way (“NSRR”).
- ii. SMTD shall convey to the County, that portion of real property identified as Parcel 9 on Exhibit D, located on the block north of Adams Street and west of the NSRR.
- iii. SMTD shall convey to the County those portions of real property identified as Parcels, 2 and 3 on Exhibit D, located on the block north of Adams Street and west of the NSRR.
- iv. The County shall convey to SMTD that portion of real property identified as Parcel 4 on Exhibit D, located on the block north of Adams Street and east of the NSRR.

- v. The County shall convey to the City that portion of real property identified as Parcel 5 on Exhibit D, located on the west side of the block north of Adams Street and east of the NSRR.
- vi. The County shall convey to the City that portion of real property identified as Parcel 9 on Exhibit D, located along the south side of Washington Street and west of the NSRR.
- vii. The County shall convey to the City that portion of real property identified as Parcel 10 on Exhibit D, located along the south side of Washington Street and east of the NSRR.
- viii. The City shall vacate and convey to the County that portion of real property identified as Parcel 6 on Exhibit D, comprised of Adams Street from the NSRR to 9th Street.
- ix. The City shall vacate and convey to the County that portion of real property identified as Parcel 7 on Exhibit D, comprising the east-west alley running from the NSRR to 9th Street, between Adams Street and Washington Street.
- x. The City shall vacate and convey to the County that portion of real property identified as Parcel 8 on Exhibit D, comprised of a small portion of Adams Street immediate east of the NSRR.

b. Future Conveyances. The parties agree to make the following conveyances within the applicable times upon receipt of the applicable notice as provided hereinbelow:

- i. Within thirty (30) days of the completion of the conveyance by SMTD to the County of that portion of real property identified as Parcel 9 on Exhibit D, located on the block north of Adams Street and west of the NSRR, the County shall convey said real property identified as Parcel 9 on Exhibit D to the City.
- ii. Upon thirty (30) days' notice from either the County or SMTD to the City that the portion of Adams Street identified as Parcel 11 on Exhibit D, comprised of that portion of Adams Street from Parcel 8 to 11th Street, is necessary for contract letting, construction, or pre-construction activities, the City shall vacate and convey to the unit of government providing the notice that portion of Adams Street identified as Parcel 11 on Exhibit D.

10. Vacations. All vacations of streets and alleys to be made by the City shall occur without regard to the need to apply for a vacation through the normal city vacation procedure and without regard to the standard City application, appraisal, and other applicable procedures normally required for a street or alley vacation, to the greatest extent permitted by the Illinois Municipal Code. Vacated streets and alleys may be subject to existing utility easements; however, the parties agree to work cooperatively to relocate applicable utilities.

11. Temporary Construction Easements. The parties agree to grant, within a reasonable time period, the below described temporary construction easements by separate agreement in accordance with

the terms and conditions of standard IDOT temporary construction easements for a period of time necessary to complete all applicable construction, and such agreements shall be recorded in the Office of the Sangamon County Recorder of Deeds. Each grantee named in such temporary construction easement agreements hereby agrees to indemnify and hold harmless the grantor from any damages to person or property arising from the activities of grantee on the subject real property. The temporary construction easements to be granted are as follows:

- a. SMTD shall grant the County a temporary construction easement to construct the Center.
- b. SMTD shall grant the City a temporary construction easement to construct the SRIP.
- c. The City shall grant the County a temporary construction easement to construct the Center.
- d. The County shall grant the City a temporary construction easement to construct the SRIP.

12. SMTD Facility Use License. The City hereby grants a license to SMTD to continue to use the real property and any buildings or improvements located on that portion of real property identified as Parcel 1 on Exhibit D, after the conveyance thereof by SMTD to the City, in the same manner and for the same purposes that SMTD currently uses said real property. The SMTD shall continue to maintain this property until the City terminates this use license. Such license shall continue in effect until such time as the City notifies SMTD that the portion of real property identified as Parcel 1 on Exhibit D, is required for SRIP contract letting, construction, or pre-construction activities. The City shall provide SMTD at least thirty (30) days advanced written notice of the termination of this license.

13. SMTD and County Use of City Parcels License. The City hereby grants a license to SMTD and the County to continue to use the real property and any buildings or improvements located on those portion of real property identified as Parcels 9 and 10 on Exhibit D, after the conveyance thereof by SMTD and the County to the City, in the same manner and for the same purposes that SMTD and the County currently use said portions of real property. The SMTD and County shall continue to maintain this property until the City terminates this use license. Such license shall continue in effect until such time as the City notifies SMTD and/or the County that the applicable portion of real property is required for SRIP contract letting, construction, or pre-construction activities. The City shall provide SMTD at least thirty (30) days advanced written notice of the termination of this license.

14. Maintenance and Repair of Adams Street. Upon the City's vacation and conveyance to the County of that portion of real property identified as Parcels 6 Exhibit D comprised of Adams Street from the NSSR to 9th Street, the City shall continue to maintain and repair the street and sidewalks as if the City retained the rights thereto until such time as Adams Street is closed for construction or pre-construction activities.

15. 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.

16. 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.

g. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

h. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

i. Recitals; Terms of Art. The recitals are an integral part of this Agreement and are incorporated herein as if restated in full. Terms of art shall have the meaning so ascribed herein.

j. Relationship of Parties. For the purposes of this Agreement, no party shall be deemed to be an independent contractor, agent, or employee of the other party. No party shall have authority to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other party, except as explicitly authorized herein.

k. Further Assurances. Each party hereto agrees, as the other party may reasonably request for the purposes of carrying out the intent and purposes of this Agreement, to: (i) furnish upon

request to each other party such further information; (ii) to execute and deliver to each other party such other documents, and (iii) to do such other acts and things.

l. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The parties agree that all actions or proceedings arising directly, indirectly or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Sangamon County, Illinois, and hereby consent and submit to the jurisdiction of state Circuit Court located within said county and state.

m. Failure to Perform. In the event any party hereto fails to perform its applicable duties or obligations hereunder, any other party may, at its option, seek specific performance from the party in default, or may exercise its other remedies at law or in equity.

n. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. The parties may execute this Agreement by facsimile, scanned Portable Document Format ("PDF"), or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

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 _____, 2020.

Notary Public

18-9

COUNTY:
COUNTY OF SANGAMON, ILLINOIS

ATTEST:

_____ By: _____
Don Gray, County Clerk Andy Van Meter, County 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 Andy Van Meter, personally known to me to be the Chairman of the Sangamon County Board, and Don Gray, personally known to me be the Sangamon County Clerk, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such County Board Chairman and County Clerk, they signed and delivered the said instrument as Chairman and as Clerk of said County, pursuant to authority given by the corporate authorities of the County of Sangamon, Illinois for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 2020.

Notary Public

18-10

**SMTD:
SANGAMON MASS TRANSIT DISTRICT**

ATTEST:

Leslie McCarthy, Board Secretary

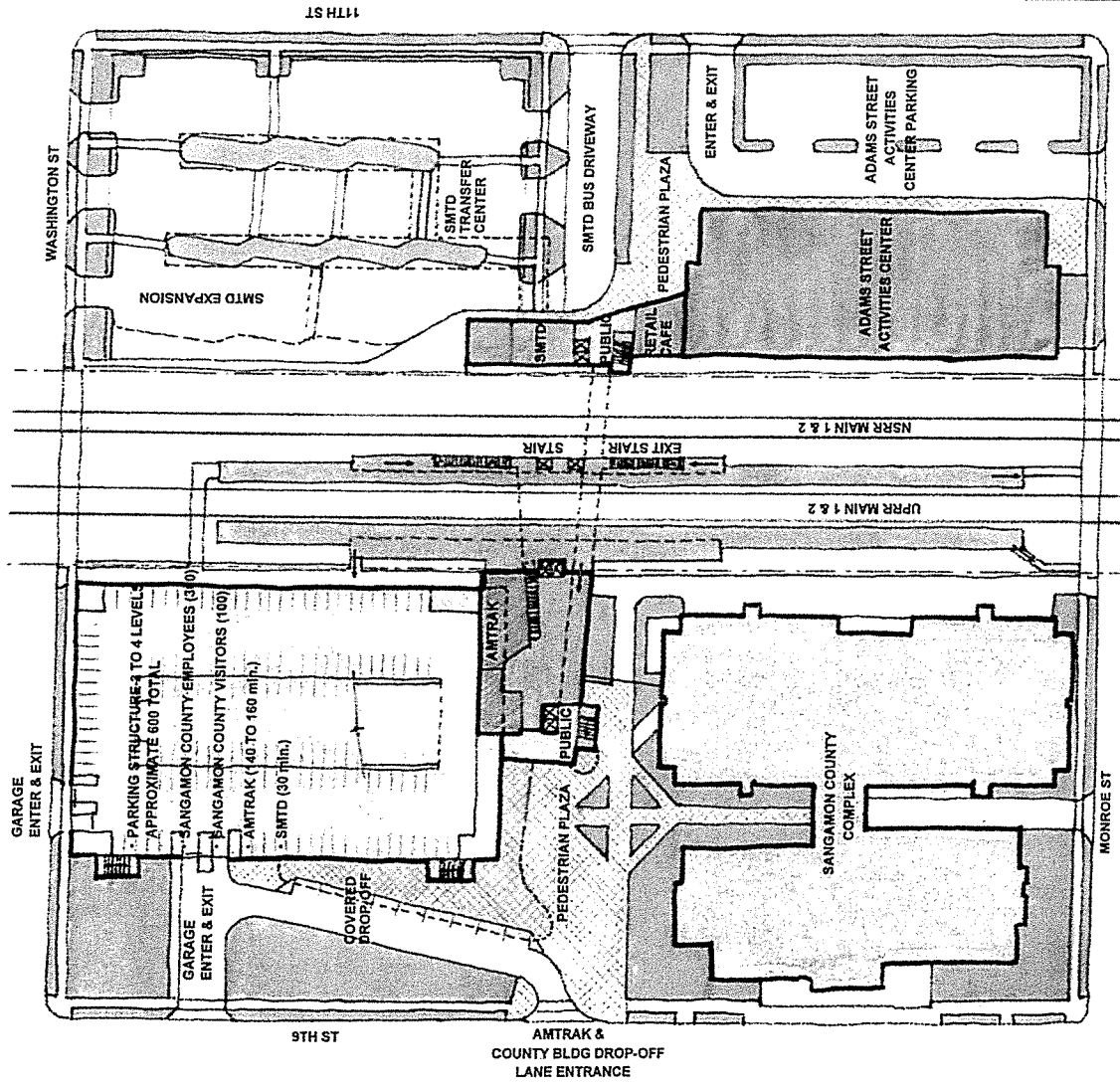
By: _____
Brian Brewer, Board Chairman

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 as 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 _____, 2020.

Notary Public



- Amtrak Station located on ground level with direct access to west passenger platform
- East passenger platform accessed via pedestrian bridge
- Platforms will be 600 feet in length with a minimum of three (3) emergency egress locations (---) conforming to NFPA-130 requirements for maximum travel distances.
- Amtrak and County Building drop-off located on west side with canopy cover wrapping around parking structure
- Continuous canopy provided over SMTD Transfer Center boarding islands
- All parking for Sangamon County, Amtrak, and SMTD located in parking structure on west side



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PREFERRED ALTERNATIVE GROUND LEVEL PLAN

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, ILLINOIS
SPRINGFIELD-SANGAMON COUNTY TRANSPORTATION CENTER

EXHIBIT A

18-11



LEGEND

SPRINGFIELD MASS TRANSIT DISTRICT
 CITY OF SPRINGFIELD
 SANGAMON COUNTY

PROPOSED FUTURE OWNERSHIP
 SPRINGFIELD RAIL IMPROVEMENTS PROJECT
 SPRINGFIELD, ILLINOIS
 SPRINGFIELD-SANGAMON COUNTY TRANSPORTATION CENTER

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18-13

18-14



LEGEND (COLOR CODING BASED ON AGENCY INITIATING TRANSFER)
 SPRINGFIELD MASS TRANSIT DISTRICT
 CITY OF SPRINGFIELD
 SANGAMON COUNTY

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PROPERTY TRANSFER
 SPRINGFIELD RAIL IMPROVEMENTS PROJECT
 SPRINGFIELD, ILLINOIS
 SPRINGFIELD-SANGAMON COUNTY TRANSPORTATION CENTER

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