

RESOLUTION NO. 2019-26

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH VERMILION COUNTY FOR LEASED PARKING SPACES

BE IT RESOLVED, by the City Council of the City of Danville, Illinois that the attached Intergovernmental Agreement between the City of Danville, as Lessor, and the County of Vermilion, as Lessee, providing for the Lease of the County of 110 parking spaces at City parking facilities, is hereby approved. The Mayor and City Clerk are authorized and directed to execute the same on behalf of the City.

PASSED this 5th day of March 2019, by 12 Ayes, 0 Nays, 2 Absent.

APPROVED

BY: *Fickey Williams Jr.*
Acting Mayor

ATTEST

BY: *Laura McDonald*
City Clerk

POSTED
PUBLICLY

MAR 08 2019

AGREEMENT

LEASE OF CITY PARKING FACILITIES – REVISED December, 2018

This agreement is made this 21st day of December, 2018, by and between the City of Danville, a municipal corporation (“City”) and the County of Vermilion, a body politic and corporate (“County”):

WITNESSETH:

Whereas, the City owns and operates and maintains several parking facilities within the Downtown Danville area for the use and benefit of downtown property owners, governmental units, and business owners; and

WHEREAS, the County desires to lease 110 parking spaces at City parking facilities including but not limited to the Parking Garage on Walnut Street, the “C” lot located at Franklin and Main Streets, the “J” lot at Jackson and Main Streets, and

WHEREAS, THE City desires to lease said spaces to assist in the delivery of County services and to support economic development efforts of the Downtown Danville business district; and

WHEREAS, the County has the authority to lease real property for public purposes for a period not to exceed 20 years pursuant to 55 ILCS 5/5-1083; and

WHEREAS, the County and the City have the authority to contract pursuant to Article 7; Section 10 of the Illinois Constitution, and the Intergovernmental Agreement Act, 5 ILCS 220/1 et. Seq.;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The City agrees to lease 110 parking spaces in various City parking facilities to the County for a period of five (5) years from the effective date of this agreement. The City will be responsible for controlling access and use of the facilities based upon information from the County regarding persons authorized to park in said leased spaces.
2. The City agrees to maintain parking facilities and related signage in a reasonable state of repair during the terms of this Agreement.
3. The City and County will communicate as needed to resolve issues or problems related to parking and the City will have designated

personnel with whom the County may contact to resolve any such issues.

4. The County agrees to pay the sum of Fourteen Dollars (\$14.00) per month for each of the 110 parking spaces for a total of \$18,480.00 per year. Payments shall be made by the County in monthly installments of \$1,540.00 payable on or before the 15th of each month.
5. The County agrees to provide necessary information concerning employees using the facility as requested by the City to enable the City to monitor parking usage.
6. The County agrees to permit the City continued use of hose bibs located on the County Courthouse building for the maintenance and support of beautification efforts within the immediate area of the Courthouse. Said use of hose bibs shall not exceed three hours per day and will not take place during normal office hours of the Courthouse to avoid conflicts.
7. Lots designated for County use are as follows:
 - a. Municipal Parking Garage – North and Walnut Streets
 - b. “C” Lot – Franklin and Main Streets
 - c. “J” Lot – Jackson and Main Street
8. Either party may terminate this agreement without cause upon 90 days written notice to the addresses below. Either party may terminate this lease for cause upon 30 days written notice to the addresses below. “Cause” to terminate shall be defined as a violation of this lease which remains unresolved after at least thirty (30) days’ notice any such violation which has been given to the party in violation with the opportunity to cure such violation within that thirty (30) days or other such term as the parties may agree to in writing.
9. Recognizing that both parties are governmental bodies representing substantially the same taxpayers within the City of Danville boundaries, all efforts shall be made to benefit the taxpayer and this Agreement shall be interpreted with that principal in mind to avoid unnecessary costs to either taxing body and hence the taxpayer.
10. Any notice required under this agreement shall be tendered to the City of Danville Mayor and the County Board Chairman at their respective addresses below.

City of Danville
17 W. Main Street
Danville IL. 61832

Fickey Bellini, Jr.
Mayor

Date: 3/8/19

ATTEST:

Lein K. Monson
City Clerk
Res. No. 2019-26

County of Vermilion
201 N Vermilion Street
Danville IL. 61832

[Signature]
Chairman

Date: 12/21/18

Cathy Jackson
County Clerk