

INTERGOVERNMENTAL AGREEMENT BETWEEN  
CHAMPAIGN COUNTY, ILLINOIS, CITY OF URBANA, ILLINOIS AND  
THE URBANA PARK DISTRICT IN CHAMPAIGN COUNTY, ILLINOIS  
RELATING TO DEVELOPMENT AND MANAGEMENT  
IN THE WATERSHEDS WHICH INCLUDE PARTS OF EAST URBANA,  
THE COUNTY’S EAST CAMPUS AND THE  
PARK DISTRICT’S WEAVER AND PRAIRIE PARKS

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THIS INTERGOVERNMENTAL AGREEMENT is made as of the date below the signature of the last entity to sign it (“effective date”), by and between CHAMPAIGN COUNTY, ILLINOIS, the CITY OF URBANA, ILLINOIS and the URBANA PARK DISTRICT IN CHAMPAIGN COUNTY, ILLINOIS.

This Intergovernmental Agreement sets forth certain agreements between Champaign County, Illinois (“County”), the City of Urbana, Illinois (“City”), and the Urbana Park District in Champaign County Illinois (“Park District”) that developed from discussions between the staff of Champaign County, the Urbana Park District, Unit 116 Urbana Schools, the City of Urbana, Urbana Township and St. Joseph Drainage District Number 3 concerning development issues in the watersheds which include parts of east Urbana and adjacent areas. Those current development issues include the new County

Nursing Home, the need for additional athletic playing fields for Park District programs, the development of the new Weaver Park site, and surface flooding problems in east Urbana and Scottswood Subdivision because of the lack of sufficient infrastructure. See Exhibit A for the benefiting areas.

The staffs of the governmental units have been meeting for several years to develop comprehensive approaches to the current development issues that would maximize the benefits for the public and minimize the costs by coordinating the planning, design and construction of facilities. As a result of the discussions, the new County Nursing Home has been sited next to the new park site (Weaver Park) to minimize the distance between the Nursing Home and the Park thereby providing to the nursing home residents and employees views over park land and access to the natural areas that will be developed in the park. Minimizing the distance between the new Nursing Home and Park also will help with the collaborative approach to water issues envisioned by this intergovernmental agreement.

For the County's benefit, the Park District has agreed to allow drainage from the nursing home on the County's east campus into Weaver Park. Further, the Park District has agreed that Weaver Park be part of the City's drainage improvements for a limited section of Main Street north of Weaver Park, other incorporated areas of the City, and Cunningham Township to improve storm water management.

Further, the parties agree to work together in the future to coordinate plans for movement via streets, trails, bicycle and pedestrian pathways between the City, the County, the Campus and the Park so that the public, area residents, nursing home

residents, school children and County employees at the various buildings on the County's East Campus can access the area conveniently.

Also Unit 116 Urbana Schools and Urbana Park District will benefit from planning shared parking and access, access to park land for students and joint use of athletic facilities.

As a result of the discussions, grant applications have been made and further grant applications may occur to obtain funding assistance to develop and implement collaborative approaches to addressing current development issues in the area.

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, the County has the power to construct and maintain a nursing home (55 ILCS 5/5-22001; 55 ILCS 5/5-25001) and to provide necessary county buildings (55 ILCS 5/5-1106); the City has authority to regulate development including streets and roads and stormwater improvements (Illinois Constitution, Article VII, Section 6, Powers of Home Rule Units) and the Park District has the power to manage and control all property of the Park District (70 ILCS 1205/8-1(f));

WHEREAS, there are current development issues in the eastern part of the City's incorporated area and adjacent areas that could become incorporated into the City in the future, at the County's East Campus and the District's Prairie and Weaver Parks that it is in the public's best interest the three government entities coordinate;

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS:

a. Weaver Park Master Plan-Plan for Weaver Park adopted by Urbana Park District on June 14, 2005.

b. The Scottswood Area Stormwater Improvement Project – Those public improvements as depicted in the Construction Plans for Phase 1 Improvements, Scottswood Area Stormwater Improvement Project; prepared by Berns, Clancy and Associates, P.C.; dated November 17, 2005, consisting of 25 sheets: and further depicted in the Construction Plans for Phase 2 Improvements, Scottswood Area Stormwater Improvement Project; prepared by Berns, Clancy and Associates, P.C.; dated November 17, 2005, consisting of 33 sheets: constructed under the authority of Drainage District Number 3 of the Town of St. Joseph, as approved by the Circuit Court of Champaign County on March 6, 2007.

2. WEAVER PARK MASTER PLAN:

Background: The Urbana Park District acquired the Weaver Park site in 2003. The site contains 60 acres, 8 acres of which are wooded, a remnant of the Big Grove, 2-3 acres of which are low lying and periodically wet and the balance is former grain fields. The Park District named the park in honor of Stanley Weaver, a former state senator from Urbana who strongly supported education and parks. The park district has developed a plan for the park site and incorporated into the plan a permanent watershed management facility that will accept rain water flow from the Thomas Paine Subdistrict of Drainage District No. 3 in the Town of St. Joseph, Illinois.

a. The Park District retained JJR, Inc. to develop a conceptual master plan for Weaver Park with the plan to include a watershed management facility using green design principles.

- b. The county agreed to pay a portion of the cost for the preparation of a conceptual master plan for Weaver Park done by JJR, Inc.
- c. The plan will be considered a concept plan that both agencies can use for current and future planning projects.
- d. The County, City and Park District have agreed to comply with the terms of Illinois Department of Natural Resources Project Number 17-00933 (“Grant #017-00933”), Illinois Department of Commerce and Economic Opportunity Grants Numbers 04-24255 and 04-24256 (“Grant # 04-24255”) for the Scottswood Area Drainage Improvement Project (“Project”).

3. PERMANENT WATERSHED MANAGEMENT FACILITY:

Background: The construction of the new nursing home and parking lots for the nursing home adjacent to Weaver Park increases the rain water flow from the site which necessitates the planning and construction by the County of a facility to handle the increased volume and flow. See Exhibit A – Weaver Park Area Watershed Map. In Weaver Park there are 2-3 acres that are low lying and periodically wet and that could be developed into a wetland natural wildlife habitat if more water was channeled into the area. By the Park District agreeing to allow the County to build a facility to manage the increased water flow from the new nursing home site in Weaver Park, the County will not have to devote County land and resources to construct a retention area. By also agreeing to incorporate water from the east Main Street area in the City of Urbana and the Scottswood Subdivision area adjacent to the City and participating in the Scottswood Area Drainage Improvement Project, the surface flooding problems in Scottswood Subdivision are being addressed. By accepting the additional water flow from the new

nursing home site into Weaver Park through pipes and surface storage, a wetland environment can be created in the park to filter and clean the water and serve as a bird and wildlife sanctuary and as an educational site for the citizens of the area.

a. Berns, Clancy & Associates designed the permanent watershed management facilities. The expenses for the work of the engineering firm of Berns, Clancy, & Associates were paid by the Project.

b. Sustainable design principles were used in the design of the permanent watershed management facility and it was located, designed and constructed in accordance with state laws, federal laws and City of Urbana ordinances and for a large rainfall event (e.g., a 10 year flood).

c. The Park District has agreed to allow a permanent watershed management facility to be built in Weaver Park sufficient in size and suitable in location to meet the runoff needs of the identified watersheds in Exhibit A.

d. In the event that additional development is under consideration for the County Complex Area watershed shown on Exhibit A, the County agrees to furnish to the Park District copies of the proposed development plans and obtain the Park District's permission before increasing the runoff to park district land.

e. In the event that additional development within the watershed areas identified in Exhibit A is under consideration for the incorporated area of the City that is being drained into Weaver Park, the City agrees to obtain the Park District's permission before approving any plans for new development that will increase the runoff to park district land.

f. The County agrees to maintain the piping and related infrastructure from the County's Nursing Home to the permanent watershed management facility. The City agrees to be responsible for the periodic cleaning, televising, inspecting, reporting of the condition, and maintenance of all other piping, manholes, inlets, and outlet structures constructed for the Scottswood Area Drainage Improvement Project ("Project"). The County, Park District, and City responsibilities are graphically shown in Exhibit B. The County and the City shall not be responsible for future improvements within Weaver Park that may include storm sewers, manholes, inlets, etc. associated with new Park District parking lots or other facilities. The Project will pay for preparation of the areas in Weaver Park for the watershed management plants, the costs of those plants and the planting and establishment of those plants and the maintenance costs for establishment of the plantings for the first year as specified in Project documents. Thereafter, the County will pay the Park District on annual basis the Park District's costs for maintenance of plant cover, silt removal, dredging, erosion control, and removal of exotic species in the permanent watershed management facility and the Park District agrees to be responsible for said maintenance.

g. The County agrees to provide drainage improvements (including abatement for any seasonal flooding) to accommodate drainage onto Prairie Park from the existing soccer/football fields east of the Brookens Administrative Center

4. STREETS, TRAILS, BICYCLE AND PEDESTRIAN PATHWAYS:

a. The County, City and Park District agree to coordinate the planning, design, and construction, of all streets, parking, trails and bicycle and pedestrian

pathways in the area of the County's East Campus, Weaver Park, Prairie School and Prairie Park, with the intent of providing mutual benefits to both agencies and the public.

b. Joint use of roads, parking, and bicycle and pedestrian pathways will be encouraged.

5. CONTACT PERSONS:

a. The County's contact person will be the County Administrator, Brookens Administrative Center, 1776 E. Washington Street, Urbana, IL 61802

b. The City's contact person will be the City Engineer, Urbana City Building, 400 S. Vine Street, Urbana, IL 61801.

c. The Park District's contact person will be the Executive Director of the District, Darius E. Phebus Administrative Building, 303 W. University Avenue, Urbana, IL 61801

d. Any party may designate some other contact person to coordinate its efforts under this agreement by a written resolution of its governing board, delivered by certified mail to the most recently designated contact person of the other parties.

6. TERM:

This agreement shall continue in perpetuity until amended by agreement.

7. BINDING OF SUCCESSORS.:

This agreement shall be binding on any successors of any of the current parties.

URBANA PARK DISTRICT

By:   
Board President

Date: 12-6-07

CHAMPAIGN COUNTY BOARD

By: 

County Board Chair

Date: 12/10/2007



Attest: [Signature]  
Board Secretary

Attest: [Signature]  
County Clerk

CITY OF URBANA

By: [Signature]  
Mayor

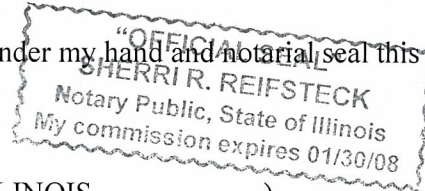
Date: 1/9/08

Attest: [Signature] 1/9/08  
City Clerk

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

I, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Michael W. Walker, and Betsy Pendleton Wong of URBANA PARK DISTRICT personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Board President and Board Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of said URBANA PARK DISTRICT, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of December, 2007.  
[Signature]  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

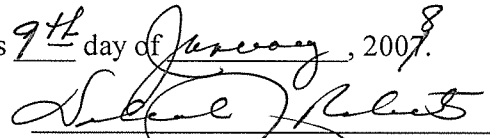
I, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that C. Pius Weibel and Mark V. Shelden personally known to me to be the same persons whose names are subscribed to the foregoing instrument as County Board Chair and County Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of said CHAMPAIGN COUNTY BOARD, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2007.  
\_\_\_\_\_  
Notary Public

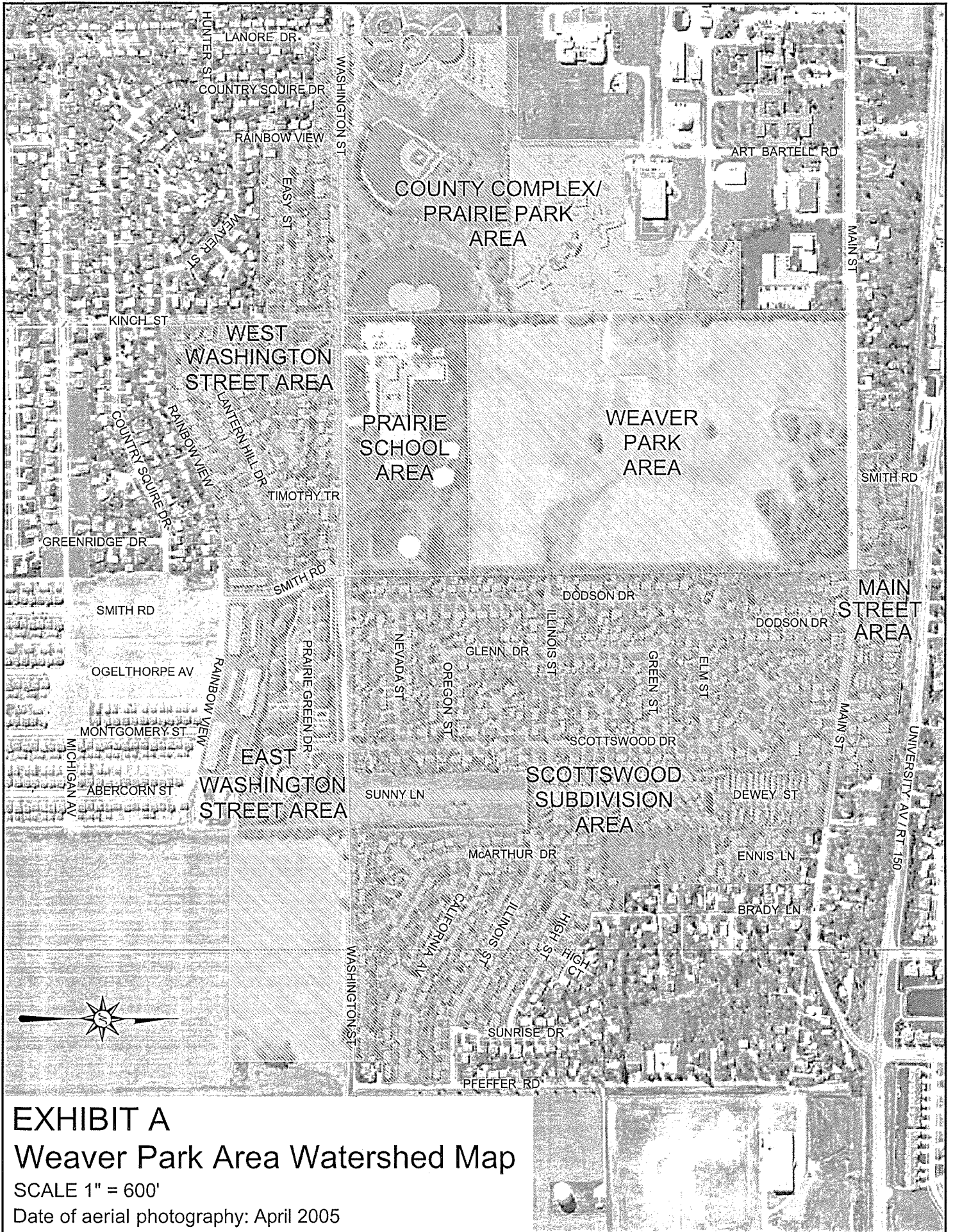
STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

I, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Laurel Lunt Prussing and Phyllis D. Clark, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of said CITY OF URBANA, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9<sup>th</sup> day of January, 2007.

  
\_\_\_\_\_  
Notary Public









**CITY RESPONSIBILITY:  
PIPE, MANHOLES, INLET,  
& OUTLET STRUCTURES.**






**PARK DISTRICT  
RESPONSIBILITY:  
SWALE**

**PARK DISTRICT AND  
COUNTY RESPONSIBILITY:  
BASIN**

**COUNTY RESPONSIBILITY:  
PIPE, MANHOLES, INLET,  
& OUTLET STRUCTURES.**

**CITY RESPONSIBILITY:  
PIPE, MANHOLES, INLET,  
& OUTLET STRUCTURES.**

# EXHIBIT B Maintenance Responsibilities

-  Surface Swale
-  Pipe
-  Basin
-  Manhole
-  Inlet/Outlet

SCALE 1" = 400'  
Date of aerial photography: April 2005

