



MEMORANDUM

TO: Cunningham Township Board
FROM: Scott R. Tess, Sustainability & Resilience Officer
DATE: April 14, 2021
RE: Wood St. Lease

Background and Facts

In late 2020, City of Urbana staff formed a City-Owned Surplus Property Team. The charge for this team includes identifying all current uses of City-owned real estate, identify properties the City should consider dispossessing, identify properties the City should consider for interim uses, and develop an interim use program. The benefits sought from these efforts include reducing City staff time and expenditures providing vegetation maintenance for vacant properties, providing temporary leased space for uses valuable to the public, and increasing taxable real estate.

City staff determined that the 202 Wood Street property owned by the City had no immediate City use. Staff also determined that the property does have future City use as property for a future Boneyard Creek greenway development. Hence this property was considered for an interim use. Criteria for an interim use include uses that are temporary, innocuous to the quality of the property, and easily removed in the future.

To these ends, City staff published a request for proposal for a community garden at this property. Cunningham Township, as part of Solidarity Gardens, responded with a thorough proposal for temporary use of the property. The City and Cunningham Township intend to enter into a two year lease to use the property for a community garden. The lease allows for renewals, but such renewals will not be automatic. Further, both parties can terminate the lease with 90 days' notice without cause. At the termination of the lease, Cunningham Township shall restore the property to its original condition, excepting any improvements that the City may wish to retain.

Financial Impact

City staff does not intend to invest any City funds into the Wood Street property. City staff time to develop the lease has been invested. City staff time to renew the lease every two years will be needed.

RESOLUTION NO. T- 2021-04-006R

RESOLUTION AUTHORIZING THE TOWNSHIP SUPERVISOR TO EXECUTE A LEASE AGREEMENT WITH THE CITY OF URBANA FOR 202 WOOD ST, URBANA FOR USE AS A SOLIDARITY GARDEN

WHEREAS, the City of Urbana owns a vacant parcel located at 202 Wood Street, Urbana, Illinois, Permanent Index Number 91-21-08-384-003 (hereinafter “the property”) which is approximately one third of an acre; and

WHEREAS, the City having acquired the property with the intent of future expansion of the Boneyard Creek Crossing, but which is temporarily not needed for this purposes or other proprietary activity of the city; and

WHEREAS, the City of Urbana seeks to provide for an interim use of the property until such time that expansion of the Boneyard Creek Crossing is feasible; and

WHEREAS, the City of Urbana released a public request for proposals and selected the proposal submitted by Solidarity Gardens CU, a collaboration of Cunningham Township, Sola Gratia, the Channing Murray Foundation, the Urbana Park District, the Urbana Free Library and other organizations dedicated to reducing food insecurity in Champaign-Urbana by turning private and public land into gardens--one square foot at a time (see www.solidarity-gardens-cu.org); and

WHEREAS, Solidarity Gardens CU desires to work with SG volunteers, neighbors, township participants, and stakeholders to design and implement a community garden; and

WHEREAS, Cunningham Township desires to be the lease holder and responsible party for the Solidarity Gardens CU collaboration and pledges to maintain the garden even in the event that the collaboration dissolves; and

WHEREAS, The Township is please to maintain at least nine square feet of monarch and pollinator supportive plantings including at least one milkweed (asclepias) species and reserve a three foot by three foot space for the exclusive use of the Public Arts Program for art installations, as requested by the city.

WHEREAS, The City of Urbana and Cunningham Township staff have drafted a lease agreement for use of the space which is currently under review by City of Urbana legal staff,

NOW THEREFORE BE IT RESOLVED by the Township Board of The Town of Cunningham that the Resolution Authorizing the Township Supervisor to Execute a Lease Agreement with the City of Urbana for 202 Wood St, Urbana for use as a Solidarity Garden at an amount not to exceed \$1 per year is approved and authorizes the Supervisor of the Town of Cunningham to sign said Agreement.

Approved this 12th Day of April, 2021 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, Town Clerk

Diane Wolfe Marlin, Chair

LEASE AGREEMENT
202 WOOD STREET, URBANA, IL 61801 (91-21-08-384-003)

THIS AGREEMENT is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation (hereinafter the "City"), and Cunningham Township (hereinafter "Township") collectively "Parties".

WITNESSETH

WHEREAS, the City owns a vacant parcel located at 202 Wood Street, Urbana, Illinois, Permanent Index Number 91-21-08-384-003 (hereinafter "the Property"); and

WHEREAS, the City having acquired the Property with the intent of future expansion of the Boneyard Creek Crossing, but which is temporarily not needed for this purpose or other proprietary activity of the City; and

WHEREAS, the City seeks to provide for an interim use of the Property until such time that expansion of the Boneyard Creek Crossing is feasible; and

WHEREAS, the Township desires to use and to maintain the Property under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the covenants, conditions and agreements herein contained, the Parties hereby agree as follows:

1. **Property:** The City agrees to lease to the Township 202 Wood Street, Urbana, IL 61801 (91-21-08-384-003) for their exclusive use in the manner prescribed in this Agreement.
2. **Term:** The initial term shall be April 12, 2021 to April 11, 2023. The Agreement shall be renewable for additional two year periods by mutual written consent of both Parties.
3. **Termination:** Either Party may terminate the lease with ninety (90) days' written notice. No refund of any portion of lease payments already made shall be provided. At the termination of the lease, the Property shall be returned to its pre-existing condition or a condition agreed to in writing by the Parties.
4. **Access:** The City reserves the right of its agents, employees, or assigns to enter the property at any time.
5. **Rate:** The lease rate will be \$1.00 per twelve (12) month period payable to the City upon execution of this agreement and thereafter on April 1 of each year during the term of this Agreement and any renewal thereof.
6. **Acceptable activities on the Property include:**
 - a. Vegetable production.

- b. Maintenance of monarch and pollinator supportive plants and other native plants.
 - c. Surficial digging and tilling.
 - d. Enclosed composting of vegetative trimmings.
 - e. Maintenance of raised garden beds or boxes.
 - f. Installation and maintenance of water meter and irrigation systems. The Township, at its sole cost, may establish water service at the Property. The City shall provide reasonable cooperation to assist the Township to establish water service. The Township shall pay all water bills accruing to the Property.
 - g. Installation and maintenance of an electric meter. The Township, at its sole cost, may establish electric service at the Property. The City shall provide reasonable cooperation to assist the Township to establish electric service. The Township shall pay all electric bills accruing to the Property.
 - h. Placement of temporary, outdoor weather resistant seating such as a picnic table.
 - i. Signage to announce the Township's use of the property, in accordance with city regulations.
7. **Unacceptable activities on the Property include:**
- a. Any activity constituting a nuisance according to the City code.
 - b. Significant surface grading or earth moving.
 - c. Animal agriculture.
 - d. Construction of permanent buildings.
 - e. Use of grey water or reclaimed water.
 - f. Presence of plants prohibited by the Illinois Exotic Weed Act or Illinois Noxious Weed Law.
 - g. Use of synthetic fertilizers and pesticides.
 - h. Uncontainerized compost heaps or piles.
 - i. Planting or maintenance of trees not already established on the property.
 - j. Pruning or removal of trees already on the Property.
8. **Additional requirements:**
- a. **Laws:** The Township shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments.
 - b. **Cleanliness and Maintenance:** The Township shall keep the Property free of litter and debris. The Township shall keep garden spaces in a clean and orderly condition year round. The Township shall mow all turf grass on the entirety of the Property to a height not to exceed eight (8) inches at any time.
 - c. **Structures:** The placement of any garden-related structures such as a tool shed or accessibility improvements must be pre-approved by the City in writing or email, shall be removable, and shall meet all City code requirements.
 - d. **Pollinators:** The Township shall maintain at least nine (9) square feet of monarch and pollinator supportive plantings including at least one milkweed (asclepias) species.

- e. **Art:** The Township shall reserve a three (3) foot by three (3) foot space for the exclusive use of the Urbana Public Arts and Culture Program for art installations.
- f. **Hours:** The Township's participants may garden at their own convenience during the hours of 5:00 am to 10:00 pm, seven (7) days a week. No gardening shall be conducted outside this time frame. No electric lighting shall be provided at the property without the City's prior written permission.
- g. **Use:** The Township shall use the Property substantially in conformance with this agreement as well as with the site plan attached to this Lease. If the Township uses the Property or allows the Property to be used in any way that results in the property becoming subject to property taxes, the Township shall be responsible for paying all assessed property taxes.

9. General Legal requirements

- a. **As is:** The Township accepts the Property in its "as-is" condition. The City disclaims all warranties expressed or implied as to the condition of the Property.
- b. **Liability:** The Township assumes sole responsibility and liability to all persons and authorities related to its possession, occupancy, and use of the Property. The City is not responsible for insuring the Township or the Township's agents, employees, invitees, licensees, or guests against any loss or damage. The Township shall maintain insurance and have the City of Urbana and its officers and employees named as additional insured parties on the policy.
- c. **City's Name:** The Township shall not use the City's name or logo in any form of advertising without the City's prior written permission.
- d. **Indemnity:** The Township, at its own expense, shall indemnify, hold harmless, and defend the City (hereinafter, the "Indemnified Party") and its elected and appointed officials, employees, and agents from and against all injuries, death, loss, damages, claims, suits, liabilities, judgments, decrees, settlements, costs and expenses, including reasonable attorney fees, that may in any way accrue against the City arising out of, or in connection with the use of this premise, except for injuries and damages caused by the sole negligence of the City. Nothing in this Subsection shall be deemed, construed or interpreted as a waiver or release by the City of such rights as it may have pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). This Subsection, in its entirety, shall survive the termination of this Agreement.
- e. **Assignment:** It is mutually understood and agreed that the Township shall not assign, transfer, convey, or otherwise dispose of the Township's interest and obligations under this Lease or any part hereof without the express written consent of the City.
- f. **Notices and Communications:** The Township shall notify the City within twenty-four (24) hours of the occurrence of an accident, fire, or damage to the Property. Any communications shall be sent to the respective parties as follows:

TO THE CITY:

Tim Cowan, Public Works Director
Public Works Department
706 S. Glover Ave.
Urbana, Illinois 61802
tacowan@urbanaininois.us
217-384-2381

TO THE TOWNSHIP:

Danielle Chynoweth, Supervisor
Cunningham Township
205 W. Green St
Urbana, Illinois 61801
danielle@cunninghamtownship.org
217-384-4144 (office)

[END OF AGREEMENT, SIGNATURES FOLLOW.]

For the City of Urbana, Illinois:

For Cunningham Township:

Tim Cowan, Public Works Director

Danielle Chynoweth, Supervisor

Attest:

Date: _____

City Clerk

Date: _____

