

City/County Interlocal Outline for Historic Courthouse

- 1. City Ownership – In exchange for improvements the City will fund for the building, the City will own its portion of the building, commonly referred to as the Historic County Courthouse.**
- 2. Use - The City may use the Historic Courthouse as a City Hall and for City government purposes, excluding a police department. In the future a police department may be permitted at this location upon the written consent of the Sheriff. The City shall have general use of the property for City functions excluding any secure parking areas, parking areas specifically reserved for the Sheriff's office by signage or usage that would otherwise prevent the proper operation of the Sheriff's office. Outdoor events on the property shall be specifically coordinated between the City, the Sheriff's Office and the County. All parties can use the facility/property only for government purposes. Private use of the building by either party would be prohibited unless otherwise agreed to by the other parties.**
- 3. Utilities - The City Hall interior space will be completely separated physically from the Sheriff Office Courthouse Annex. Separate meters will be installed for water and electric. The City would pay for its own water, sewer, cable, phone, internet and other utility usage. The City will have access to any fiber the County runs to the facility. The County currently gets its solid waste service at its facilities for free of charge through its contracted waste hauler. Should that arrangement change in the future and the City is still providing that service the County will contract with the City for solid waste services at City Hall. The City will charge its rate or match the rate of the County's waste hauler, whichever is lower.**
- 4. Interior/Exterior Maintenance - The City would be responsible for its own elevator maintenance, fire alarm maintenance, telephone system, computer system, courthouse HVAC systems and roof, windows and doors, electric, plumbing, etc. The County and City will work together where possible to utilize the same vendors and systems to save money, i.e. elevator maintenance contract.**
- 5. Site Maintenance/Common Areas - The County will be responsible for maintaining the grounds/landscaping, ADA building entry access, and all exterior spaces to include, sidewalks and parking areas. The cost of this maintenance would be prorated for routine and capital projects for these areas. Rather than contract some these tasks out the parties will likely work together and trade maintenance items i.e. landscaping maintenance in exchange for HVAC maintenance.**
- 6. Exterior Façade Maintenance – The County would be responsible for maintaining all building facades not to include the Historic Courthouse roof, windows, and doors. This will essentially include the brick, stone work and other historical ornate features.**

7. Insurance – Everyone would provide insurance for their respective areas. The City would insure its contents and liability for its interior holding the County harmless. The Sheriff Office would insure its contents in the Courthouse Annex. The County would insure Courthouse annex building interior for liability. The County would insure the entire building for damage/replacement and the site for liability. The parties would share the cost of insuring the overall building and site on a prorated basis (26.75%).

Interior Construction

8. In lieu of the County giving the City the building at no cost, the County will handle the contracting and construction of improvements to ensure a similar quality and appearance throughout both buildings. The County will also ensure both building are brought up to all current building codes for ADA compliance, fire safety, wiring, and other life safety measures. This will be done in conjunction with City's team similar to the way the Government Services Building was constructed with the School Board team.

9. Design for interior of Historic Courthouse would be through the County at the City's cost. The County would utilize the consultant already selected for the project. (Estimated at 100K) This should save the County both time and money. Again similar to the way the GSB was designed in conjunction with the School Board team.

10. The County will be responsible for the exterior façade brick and stone repair/restoration costs, less any Historic Courthouse windows and doors. The windows and doors would be newer with more modern with energy efficiency, but essentially match historic design. These items would be the City's cost.

11. The County would construct all interior and exterior Historic Courthouse items within remaining budget of up to \$1,400,000 from the City. The City's owner team would be involved throughout this process.

Exterior Construction

12. Exterior Site Design would be completed by the County staff with no prorated cost to the City. Again, the City's owner team would be involved throughout this process.

13. The County would not construct the majority of exterior site work until the Sheriff's portion of the project is implemented. This is because adequate parking would exist for the City Hall. When the exterior site work is commenced the City would pay for a portion of the site work based on prorated cost of s.f. (26.75%) for shared items. It is currently anticipated that the City's project would be ready to go first and would proceed ahead of the Sherriff's Office. The County would construct any ADA improvements and other sitework in conjunction with the City Hall construction that is necessary to comply with law or otherwise resolve a safety issue.

14. The City will work with the County to re-designate Pine Street South and State Street South as one-way streets to allow more on-street parking. This parking will primarily benefit the City.

15. The City will work with the County on rerouting Court Street to allow for more off-street parking. This parking will benefit both parties.

Future Sale of the Property

16. The parties will agree upon construction costs for their respective portions of their project and will memorialize the amounts as an addendum to the agreement. Should either party want to sell their portion of the building the other party will have the right of first refusal at the price of the memorialized amount. Either party could also give the building/property to the other party or some combination thereof.

Should the right of first refusal not be exercised and the property is sold, provisions will be written into the proposed interlocal agreement to protect the rights of the non-selling party for parking, signage, property ownership, etc.

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