

COUNCIL BILL NO. 2014-019

AN ORDINANCE

APPROVING A MAJOR AMENDMENT TO THE PRELIMINARY/FINAL MAJOR  
PLANNED DEVELOPMENT PLAN  
FOR CAMPUS CENTER (PARKING LOT J)  
(located at 524-526 E. Green Street and 601 S. Sixth Street)

WHEREAS, the Plan Commission conducted a public hearing at its January 15, 2014, meeting, pursuant to provisions of Section 37-758 of Chapter 37 of the Municipal Code of Champaign, 1985, as amended, and in accordance with provisions from Section 11-13-14 and 11-13-18 of the Illinois Municipal Code, to review a Major Amendment to the Preliminary/Final Major Planned Development Plan for Campus Center (Parking Lot J) at 524-526 E. Green Street and 601 S. Sixth Street, filed as Case PL13-0071, after due and proper notice of said hearing having been published in the *News-Gazette* on December 31, 2013.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS, as follows:

**Section 1.** That the Major Amendment to the Preliminary/Final Major Planned Development Plan for Campus Center (Parking Lot J), 524-526 E. Green Street and 601 S. Sixth Street, attached hereto as Exhibit "A", is incorporated by reference herein and is hereby approved.

**Section 2.** That the findings attached hereto as Exhibit "B" Criteria for Approval are hereby incorporated herein.

**Section 3.** That the following conditions are hereby imposed on the approval of this Major Amendment to the Preliminary/Final Major Planned Development Plan:

1. The site shall be developed in substantial conformance with the attached Site Plans and Elevations.

2. The Owner agrees that failure to meet the conditions of this Planned Development may be considered a violation of the Zoning Ordinance and subject the Owner to the fines provided for in Article II of Chapter 22 of Champaign's Municipal Code.
3. The Owner agrees to provide lighting in the parking garage that can be dimmed, directed, or controlled with cutoff or screening assemblies to minimize light spillover onto adjacent properties.
4. The Owner agrees to provide public access easements, approved by the City Engineer, over the continuation of the Boneyard Greenway and for the vehicular driveways accessing the parking garage consistent with the Easement Summary in Attachment B.
5. The Owner agrees to relocate the bicycle repair station from its current location on the Boneyard Greenway to a location on the ground floor of the parking garage that is accessible to the public. If the repair station is not visible from the Greenway, the Owner agrees to provide directional signage to the repair station that is visible from the Greenway.
6. The Owner agrees to provide a minimum of ten (10) bicycle parking spaces on the ground floor of the parking garage accessible to the public and in excess of the Zoning Ordinance requirement for bicycle parking for the development.
7. The Owner agrees to install and maintain the amenities provided within the on-site Boneyard Greenway and the adjacent courtyard.
8. The Owner agrees to maintain the proposed landscaping in compliance with Section 37-573 of the Zoning Ordinance.

**Section 4.** That this Ordinance shall be effective immediately upon passage and recording thereof.

**Section 5.** That the City Clerk is hereby directed to record this ordinance and all of the attachments thereto in the office of the Champaign County Recorder of Deeds.

COUNCIL BILL NO. 2014-019

PASSED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Major Amendment to the Preliminary/Final  
Planned Development Plan  
Campus Center (Parking Lot J)  
524 - 526 E. Green Street and 601 S. Sixth Street**

**1. Location:**

**524-526 E. Green Street, Champaign, Illinois:**

**PIN:** 46-21-18-130-013, 46-21-18-130-014

**601 S. Sixth Street, Champaign, Illinois:**

**PIN:** 46-21-18-130-004, 46-21-18-130-005, 46-21-18-130-006

**2. Project Data (all numbers approximate):**

- Zoning: CB, Central Business, within the Campus Commercial Overlay District
- Proposed Use: Mixed Use: Retail, Hotel, Multi-family residential
- Number of buildings: 3 (parking garage and two buildings containing retail, hotel, and residential)
- Land area: 52,569 square feet (1.207 acres)
- Gross Square Footage of Buildings: 448,840 sf
- Net Square Footage of Buildings: 110,680 sf
- Lot coverage of building: 84%
- Total number of dwelling units: 88 DU, 95 hotel rooms
- Residential densities: 73 du/ac
- Floor Area Ratio (FAR) Maximum: 6.0
- Floor Area Ratio (FAR) Provided: 2.6
- Open Space Required: 6,000 sf of a single common area for a Planned Development
- Open Space Provided: 6,730 sf, divided among areas and including interior spaces (waiver requested as open space is dispersed, smaller than 30' in width, and in some cases interior open space)
- Parking calculations: 71 spaces required by Zoning + 131 public parking spaces required by Development Agreement = 202 spaces; 176 total spaces provided (waiver requested for 26 spaces)
- Building height: 80 ft.

**3. Existing Conditions:** City-owned surface parking lot and Boneyard Greenway

**4. Site Plan and Landscape Plan:** See attached.

**5. Floor Plans:** See attached.

**6. Elevation/Perspective Drawing:** See attached.

**7. Development Schedule:** Construction to begin: Spring 2014 / Completed: summer 2015

**8. List of Waivers:**

a. *Sec. 37-125.1(c)(4). Building facades shall have a minimum width of 90% of lot frontage.* Due to the garage entrances on Healey Street and the Boneyard Greenway connection to Sixth Street, those elevations do not meet the 90% minimum and driveway entrances exceed 22 feet.

b. *Sec. 37-125.1(c)(5). Five foot setback of all floors above the third floor.* The Green Street façade sets back the requisite 5 feet at the second floor with the exception of two modules, each approximately 18' wide, that help define the linear character of the façade. These two modules maintain the grade level façade plane over the full height of the building. The grade level façade plane varies between 3 feet and 4 feet from the property line. One other exception to the set back is the main stair at the east end of the Green Street façade. Given the need to maintain a continuous stair enclosure over the full height of the building, no upper level setback is provided.

Due to the minimum site area necessary to accommodate a parking garage, the portion of the building on the northeast quadrant of the site has an atypically narrow footprint, limiting the ability to achieve a full 5 foot setback of upper levels from the lower building façade. Thus, the Sixth Street façade sets back 3'-4" beginning at the second floor with the exception of one module approximately 20' wide that help define the linear character of the façade and serves as a massing cue for the building entry location. This module maintains the grade level façade plane over the full height of the building. Beginning at the second floor line, the upper floors of the Healey Street façade set back approximately 3 feet from the lower building façade, but maintain a 6 foot setback from the property line. One other exception to the set back is the main stair at the west end of the Healey Street façade. Given the need to maintain a continuous stair enclosure over the full height of the building, no upper level setback is provided. Given the structural and functional restrictions of the parking deck, no additional setback is anticipated for upper levels of the parking deck's Healey Street façade.

c. *Sec. 37-125.1(c)(6). Transparency at the ground floor.* Project does not comply with the 75% minimum transparency requirement in the following locations: the parking deck and building service space of the narrow Healey Street frontage for which this requirement would not be reasonably applicable, and the façade along Green Street, which provides for 74% transparency to provide a base to the building that is architecturally in scale with the remainder of the building. Stair towers are also excluded from the frontage calculation.

d. *Sec. 37-125.1(c)(7). Transparency above the ground floor.* Project does not comply with the 30% minimum transparency requirement for the Healey Street residential portions of the building (at 24%) to remain consistent with the punched window motif of

the architectural style while maximizing the amount of transparency. Additional non-compliant facades are those facing a street but not actually fronting on the street, such as the eastern façade of the Green Street building and the southern façade of the Sixth Street building. Excluding the elevations not fronting on a street is reasonable for this project given (i) there is an existing two story building between the referenced elevations and the street, largely screening the elevations from view; and (ii) the referenced elevations set back from the property line between 70 feet to 100 feet, mitigating their perceptual impact on the overall façade. Stair towers are also excluded from the area calculation.

e. *Sec. 37-125.1(c)(12). Parking deck screening.* The Healey Street facing façade of the parking deck will provide partial screening at guardrail height. This height is tall enough to screen vehicle headlights from projecting out of the deck. The balance of the wall will be open to provide the building code required ventilation necessary for an open parking structure.

f. *Section 37-324. Common Open Space Requirements for Major Planned Developments.* This section requires that a parcel designated as common open space of at least 6,000 square feet is conveyed to a not-for-profit corporation, guaranteed by a restrictive covenant, or dedicated to the Champaign Park District. This requirement is partially met by continuing the Boneyard Greenway and providing public access to both the Greenway and the adjacent courtyard, however the width of the proposed Greenway (10 feet) does not meet the minimum dimension for open space of 18 feet. Other common areas are dispersed throughout the development, including an interior pool and fitness area and four courtyards on the second and fifth floors.

g. *Sec. 37-359. Required Number of parking Spaces by Use (specifically Sec. 37-359.2 Residential and Related Uses).* A reduction of 26 parking spaces is requested for the project. The zoning requirement for parking is 71 spaces for the 88 residential units. Neither the retail nor the hotel uses have a parking requirement due to their location within the Central Business District. While the project will provide a total of 176 parking spaces, 131 of those spaces are required to be accessible to the public through the Development Agreement. Therefore, as a practical matter, a total of 202 parking spaces are “required” for the project (71 residential spaces + 131 public spaces), leading to a request for a waiver of 26 parking spaces.

### **9. Conditions of Approval:**

1. The site shall be developed in substantial conformance with the attached Site Plans and Elevations.
2. The Owner agrees that failure to meet the conditions of this Planned Development may be considered a violation of the Zoning Ordinance and subject the Owner to the fines provided for in Article II of Chapter 22 of Champaign’s Municipal Code.

## **Exhibit A**

3. The Owner agrees to provide lighting in the parking garage that can be dimmed, directed, or controlled with cutoff or screening assemblies to minimize light spillover onto adjacent properties.
4. The Owner agrees to provide public access easements, approved by the City Engineer, over the continuation of the Boneyard Greenway and for the vehicular driveways accessing the parking garage consistent with the Easement Summary in Attachment B.
5. The Owner agrees to relocate the bicycle repair station from its current location on the Boneyard Greenway to a location on the ground floor of the parking garage that is accessible to the public. If the repair station is not visible from the Greenway, the Owner agrees to provide directional signage to the repair station that is visible from the Greenway.
6. The Owner agrees to provide a minimum of ten (10) bicycle parking spaces on the ground floor of the parking garage accessible to the public and in excess of the Zoning Ordinance requirement for bicycle parking for the development.
7. The Owner agrees to install and maintain the amenities provided within the on-site Boneyard Greenway and the adjacent courtyard.
8. The Owner agrees to maintain the proposed landscaping in compliance with Section 37-573 of the Zoning Ordinance.



# PRELIMINARY PLANNED DEVELOPMENT APPLICATION

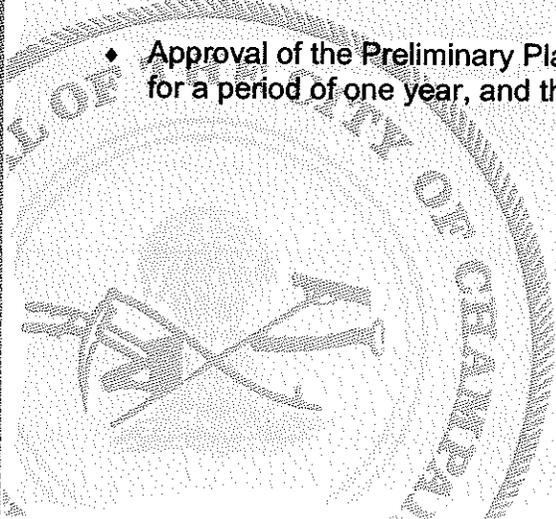
## Champaign Municipal Code Section 37-301.

### Sec. 37-301. Purpose.

The regulations for Planned Developments offer an alternative method for developing land. This alternative allows flexibility in applying certain zoning standards. Such flexibility requires a review process and development plan to safeguard health, safety, and welfare concerns. In exchange for flexibility, Planned Developments are required to provide amenities not otherwise required through traditional zoning techniques. These requirements are designed to offset the impact of changes in development standards allowed through these provisions such as increased densities, mixed land uses and reduced setbacks. The Planned Development designation acts as an overlay zone. With this approach, the overall intensity of a development is consistent with the underlying zoning district and Comprehensive Plan.

### Notice To Applicants

- ◆ Before an application is accepted, a conference with Current Planning staff is required.
- ◆ There will be no refund of any application fee for approvals not granted or withdrawn.
- ◆ No incomplete applications will be acted upon.
- ◆ Complete applications must be received not less than 30 days prior to the next regular meeting of the Plan Commission in order to be placed on the agenda for the meeting. Late submittals will not be acted upon without prior approval by the Planning Director.
- ◆ The applicant is advised to include all attachments required as a part of the application.
- ◆ Approval of the Preliminary Planned Development by the City Council shall be in effect for a period of one year, and thereafter is null and void.



City of Champaign  
Planning Department  
102 North Neil Street  
Champaign, IL 61820  
Phone: (217) 403-8800  
Fax: (217) 403-8810

# Preliminary Planned Development Application

Office Use:  
Date Received: \_\_\_\_\_  
Fee: \_\_\_\_\_  
Date Fee Paid: \_\_\_\_\_  
Case No: \_\_\_\_\_

Name of Development: Campus Center

Common Address: 524 E. Green St. and 601 S. Sixth St.

Parcel Identification Number: 46-21-18-130-004, 005, 006, 013, 014

Name of Developer: Campus Center, LLC

505 S. Fifth St.  
Street Address

Champaign IL 61820  
City State Zip

Phone:  
Work: 217-359-5828  
Mobile: \_\_\_\_\_  
Fax: 217-359-5839

E-mail: kunkel@jsmliving.com

Name of Local Agent:  
Kunkel Scott John  
Last Middle First

505 S. Fifth St.  
Street Address

Champaign IL 61820  
City State Zip

Phone:  
Work: 217-359-5828  
Mobile: \_\_\_\_\_  
Fax: 217-359-5839

E-mail: kunkel@jsmliving.com

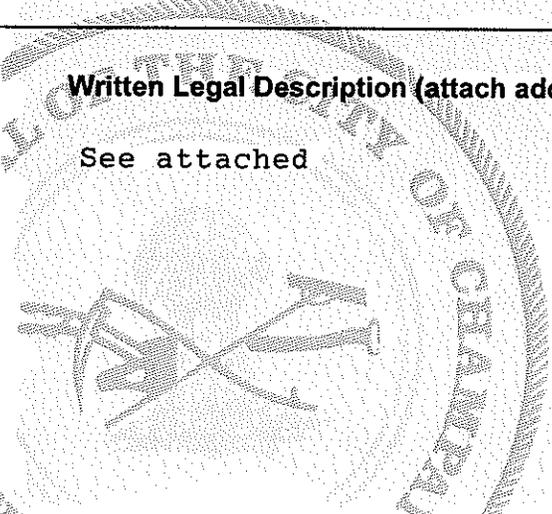
Written Legal Description (attach additional pages if necessary):

See attached

DEVELOPER INFORMATION

LOCAL AGENT

LEGAL DESCRIPTION



The Owner:  is/are individual(s).....(Go to 1. below)  
 a partnership..... LLC.....(Go to 2. below)  
 a corporation.....(Go to 3. below)  
 a trust.....(Go to 4. below)

**1. Names of Individual(s) - (as in property title):**

\_\_\_\_\_  
 Last Middle First  
 \_\_\_\_\_  
 Street Address  
 \_\_\_\_\_  
 City State Zip

*Use Section 1 of Owner Authorization Form*

**2. Name of Partnership LLC:**

\_\_\_\_\_  
 Campus Center, LLC  
 505 S. Fifth St.  
 \_\_\_\_\_  
 Street Address  
 \_\_\_\_\_  
 Champaign IL 61820  
 City State Zip

*Use Section 2 of Owner Authorization Form*

**3. Name of Corporation:**

\_\_\_\_\_  
 \_\_\_\_\_  
 Street Address  
 \_\_\_\_\_  
 City State Zip

*Use Section 3 of Owner Authorization Form*

**4. Name of Trust and Number:**

\_\_\_\_\_  
 Name Number  
 \_\_\_\_\_  
 Street Address  
 \_\_\_\_\_  
 City State Zip

*Use Section 4 of Owner Authorization Form*



Gross Acreage of Development: 1.207

Square Feet: 52,569

Zoning Classification: CB

Existing Land Use: City of Champaign municipal parking lot (surface parking)

Proposed Land Use(s): Mixed-use development with retail, hotel, multi-family residential, and structured parking.

Number of Buildings: 3 Number of Dwelling Units: 88

Percent of Lot Coverage: 84%

Floor Area Ratio: 2.60 Open Space Ratio: N/A

Residential Density (i.e. 5 dwelling units per acre): 73 D.U./Acre

Number of Parking Spaces:

Required: 202\* Provided: 176

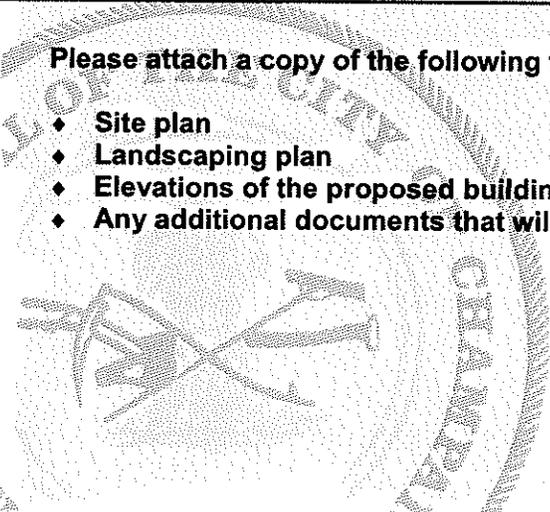
Building Heights: 80 feet

\*Includes 131 public parking spaces

Development Schedule: Commence construction spring 2014 with completion summer 2015.

Please attach a copy of the following to the to this application:

- ◆ Site plan
- ◆ Landscaping plan
- ◆ Elevations of the proposed buildings
- ◆ Any additional documents that will aid in the review of the proposed project



**The proposed project must meet the following criteria for approval as described in Section 37-306 if the Champaign Zoning Ordinance:**

- (1) The proposal advances the purpose statements of Article VI of the Zoning Ordinance.

See attached

- (2) The proposal meets the minimum development requirements of Article VI of the Zoning Ordinance.

See attached

- (3) The proposal adequately and appropriately incorporates the design guidelines in Table VI-D that are appropriate to the type of development being proposed.

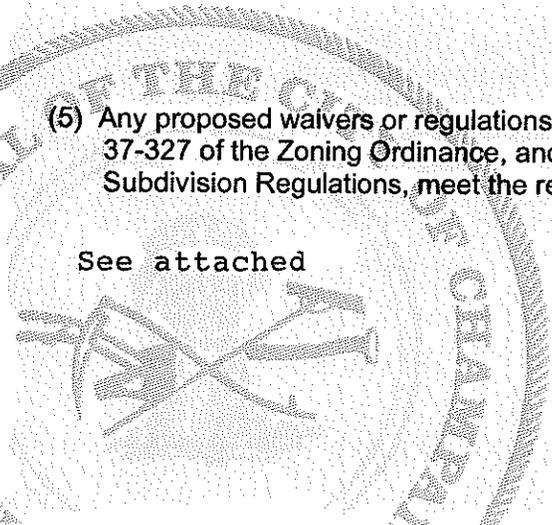
See attached

- (4) The proposed zoning is consistent with the Comprehensive Plan and is in the best interest of the public.

See attached

- (5) Any proposed waivers or regulations or requirements of this Chapter meet the requirements of Section 37-327 of the Zoning Ordinance, and any proposed waivers of Chapter 31, the Champaign Subdivision Regulations, meet the requirements of Section 37-328 of the Zoning Ordinance.

See attached



List any waivers of required items that are part of the proposal and justification waivers (attaché separate sheet if necessary).

Zoning Ordinance Waivers (see Section 37-327 of the Zoning Ordinance):

See attached

Subdivision Regulation Waivers (see Section 31-106):

See attached

Are there any elements of the Planned Development which are based on any flexible requirements that are permitted in this article? Please provide details on a separate sheet if necessary.

N/A

Does the applicant intend to sell or lease all or a portion of the Planned Development after it is approved?

YES

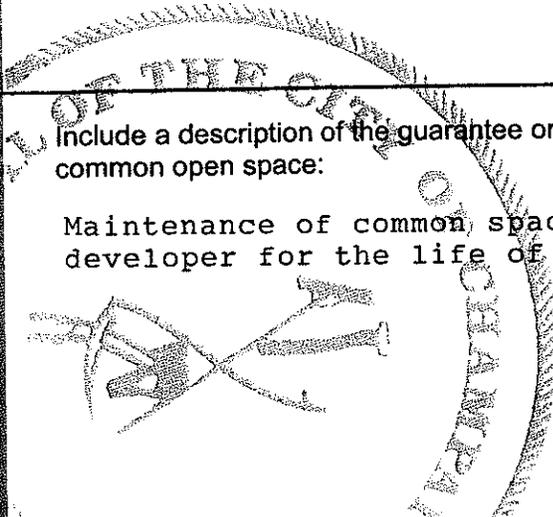
NO

If yes, describe the conditions of sale and maintenance of such properties and include a general description of any deed restriction, covenants, and similar agreements:

Applicant will lease apartments and retail space.

Include a description of the guarantee or covenants of ownership to be used for the maintenance of any common open space:

Maintenance of common space will remain the responsibility of the developer for the life of the project.



Review Fees:

Preliminary Application (Per Acre):	\$15.00
Public Hearing:	\$30.00
Public Notice:	Direct Cost

Signature(s) of the petitioner:

*J. Bell*

---



---



---



---



---



---

Date:

*12/13/13*

---



---



---



---



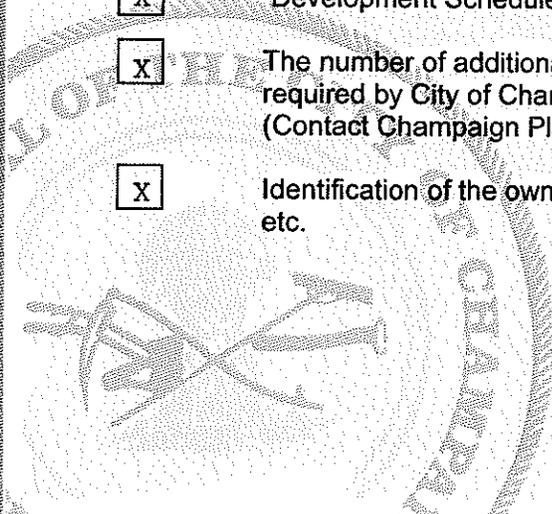
---



---

The following items must be attached to the completed application before it will be considered for review.

- Proof of ownership (attach copy of title, deed, etc.) by development agreement
- Proof of Authorization (if the owner(s) of record are different than the applicant(s)).
- One copy of all supporting materials.
- Name of owners, including Statement of Beneficial Interest. This information must be listed on the application, but is not required on the face of the plat.
- Review fees as required in **City of Champaign Municipal Code Section 26-16**. Check made payable to the City of Champaign.
- Waiver Request Letter shall include all new waiver requests and justification for the waiver item(s) in accordance with these regulations and standards.
- Development Schedule, if requested.
- The number of additional copies and the sheet size for preliminary submittals as required by **City of Champaign Municipal Code Manual of Practice Section 2.03** (Contact Champaign Planning Department for further information).
- Identification of the owner's representative—development manager, engineer, surveyor, etc.



**Owner Authorization Form**

If the applicant is not the owner of the property, please have the owner(s) or owner(s)' agent sign the appropriate section and have the signature(s) notarized to authorize said applicant to process the application.

INDIVIDUAL

**Section 1. Owner(s) is/are Individual(s)**

The undersigned hereby state(s) that she/he/they is/are the owner(s) of the property that is the subject of the forgoing application for a Preliminary Planned Development, that she/he/they has/have read said application, and that she/he/they hereby authorize(s) \_\_\_\_\_ to act as her/his/their agent with regards to the processing of said application for the purposes set forth herein.

First Owner's Name (printed or typed): \_\_\_\_\_

First Owner's Signature: \_\_\_\_\_

Second Owner's Name (printed or typed): \_\_\_\_\_

Second Owner's Signature: \_\_\_\_\_

PARTNERSHIP

**Section 2. Owner is a ~~Partnership~~ LLC**

The undersigned hereby states that the partnership of Campus Center, LLC is the owner of the property that is the subject of the forgoing application for a Preliminary Planned Development, that he/she is one of the partners of said partnership, that he/she has read said application, and that he/she hereby authorizes John Scott Kunkel to act as the partnership's agent in processing said application for the purposes set for the herein.

~~Managers~~  
~~Partners~~ Name (printed or typed): Christopher M. Hartman

~~Managers~~  
~~Partners~~ Signature: [Signature]

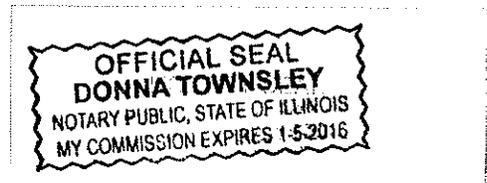
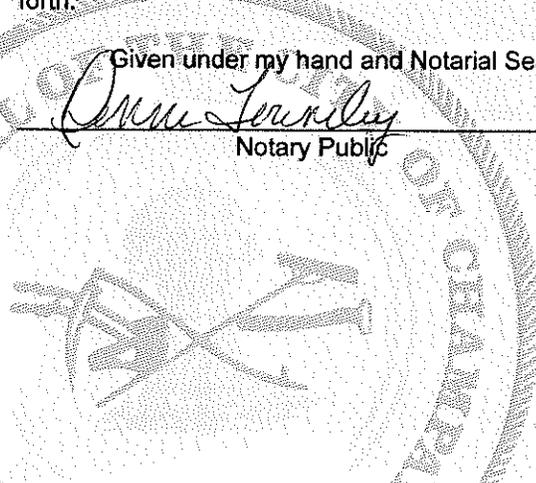
NOTARY

STATE OF Illinois )  
COUNTY OF Vermilion ) ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Christopher M. Hartman is/are personally known to me, that said person(s) appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the forgoing Owner Authorization Form as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13 day of December 2013.

[Signature]  
Notary Public





# PRELIMINARY PLANNED DEVELOPMENT APPLICATION SUPPLEMENTAL INFORMATION

**CAMPUS CENTER**  
**524 E. GREEN STREET & 601 S. SIXTH STREET.**

Application Page 2:

## *Legal Description*

Lots 1, 2, 3, 11, and the east 38 feet of Lot 10, all in Block 8 of the Subdivision of Blocks 5, 7, 8, and 9 of J.S. Wright's Addition to the City of Champaign, Champaign County, Illinois.

Application Page 6:

## *Approval Criteria*

- (1) *The proposal advances the purpose statements of Article VI of the Zoning Ordinance.*
- (a) *Allow flexibility that is not available through standards and restrictions contained elsewhere in this chapter.*

While the proposed development largely adheres to the prescriptive requirements of the Zoning Ordinance, some flexibility is required to provide the desired use mix on a uniquely configured site within the context of the guidelines and restrictions contained in the Request from Proposals.

- (b) *Encourage infill development and promote the redevelopment potential of under-utilized central city sites.*

The proposed development is clearly an infill style development and creates a more appropriate use mix and development density on a central Campustown site.

- (c) *Promote more efficient use of land.*

The density of the proposed development provides a more efficient use of land and infrastructure resources by locating residents and customers proximate to their daytime destinations. The inclusion of a structured parking component provides a more efficient land use for parking needs for the project and surrounding area.

- (d) *Incorporate site features such as topography, views, vegetation, water features, and other factors into the design so they become assets to the development.*

The urban context of the site naturally minimizes the availability of the noted site features. The primary site feature is its central Campustown location affording opportunities for more efficient interplay between living, education, and work activities.

*(e) Provide additional amenities that would not otherwise be required under conventional zoning.*

The primary amenity provided by the development is the provision of a new and unique use to Campustown with the inclusion of a hotel in the project. Also significant is the substantial public parking component with at least 131 spaces available for public use. Another amenity is the extension of the Boneyard Creek Linear Park to Sixth Street.

*(f) Promote building styles and architectural styles that complement one another.*

The building and architectural style are consistent with the current fabric of recent development in the Campustown area. The scale of architectural elements and anticipated materials are consistent with this part of the community. The massing strategies maintain a pedestrian scale at street level while still accommodating the desired infill density for the site.

*(g) Allow a mix of uses that are designed to negate potential conflicts that normally occur between incompatible land uses.*

The proposed uses are compatible with each other and with the surrounding area. The inclusion of a hotel reduces conflict by locating visitors proximate to their final destinations, minimizing the need for extra vehicular traffic in and out of the Campustown area. The retail component of the project enhances selections for consumers and further reduces the need to travel away from their home neighborhoods in search of services and amenities. The residential component provides opportunities for people affiliated with the University to live proximate to their classes or workplace while also being close to dining and retail options with limited need for private transportation. Structured parking eliminates the visual impact of surface parking and provides more efficient access and more flexible parking options for customers accessing Campustown.

*(h) Promote the most efficient arrangement of circulation systems, land use, and buildings.*

The site layout is configured to optimize vehicular ingress and egress for the parking deck and maintain direct pedestrian access to the retail uses fronting on Green Street and Sixth Street. Ground level lobby footprints are minimized for the hotel and residential uses, while still providing convenient access to building occupants. The formal extension of the Boneyard Creek Linear Park provides a clear path for pedestrians to complete their transit to the core of Campustown from areas west of the development. The orientation of the hotel lobby also serves to enhance the vitality of the Linear Park and avoid the appearance of the “rear” of a building.

*(i) Promote environmentally sensitive developments.*

The project is programmed to pursue LEED Silver classification from the U.S. Green Building Council. This classification is indicative of a high level of environmental sensitivity in the overall project.

*(j) Allow development, under a specifically approved design concept and site plan, which otherwise may not be permitted by the Zoning Ordinance*

In order to provide the desired uses and density while adhering to the supplemental requirements of the Request for Proposals other stated City preferences, some relief from the Zoning Ordinance and the Campustown Commercial Overlay District guidelines is required. These issues are identified in the Zoning Ordinance Waivers section below.

(2) *The proposal meets the minimum development requirements of Article VI of the Zoning Ordinance.*

Where applicable, the proposal meets the proscribed minimum development requirements except as specifically noted in the Zoning Ordinance Waivers section.

*(a) Yard. Yards along the periphery of a Planned Development shall be provided as required by the regulations of the district in which said development is located.*

Designated yards are provided with the specific exception of areas noted in the Zoning Ordinance Waivers section.

*(b) Parking. The number of parking spaces required for commercial and industrial uses in a Planned Development shall be calculated in accordance with the provisions for collective parking in Article VII of this chapter.*

Parking capacity is in excess of the Zoning Ordinance requirement when analyzed from a market demand viewpoint.

*(c) Signs. Signs for businesses in a Planned Development with underlying residential zoning shall comply with the sign regulations for the CO District. All other signs and sign structures must comply with the regulations for the district in which such Planned Development is located.*

All signage will comply with the CB District requirements with the exception of hotel signage allowance noted in the Zoning Ordinance Waivers section.

*(d) Street construction. Street construction, regardless of ownership, shall be made in conformance with the Subdivision Regulations. Minimum pavement widths for private drives servicing more than one structure when authorized, shall be thirteen (13) feet for the first lane of traffic in each direction and eleven (11) feet for each additional lane. Street construction plans and details shall be submitted to the City Engineer for review and approval prior to final plan approval.*

No new street construction is anticipated as part of this project.

*(e) Multiple structures. There may be more than one main building on a lot in a Planned Development. Buildings to be used for multiple dwellings, institutional, or other purposes and shall comply with the spacing requirements of the chapter.*

The mix of project uses is configured in a manner to be segregate building massing by use type, reducing the potential for conflict resulting from differing use groups and usage patterns.

*(f) Public improvements. All public improvements shall meet the requirements of the Subdivision Regulations. A waiver of the requirements for public improvements may be granted as part of the Planned Development approval when criteria in the Subdivision Regulations for granting a waiver have been met.*

No subdivision related work is envisioned as part of this project.

*(3) The proposal adequately and appropriately incorporates the design guidelines in Table VI-D that are appropriate to the type of development being proposed.*

Where applicable, the proposal adequately and appropriately incorporates the Table Vi-D design guidelines.

### *1.0 SITE PLAN GUIDELINES*

*Purpose: Well designed site plans create a sense of internal cohesiveness and compatibility with the surrounding property. The site plan shall be designed to take into account all internal and external physical features to create an arrangement of and relationship between all structures on the site, which minimizes impacts from or on surrounding land uses and which promotes a sense of cohesiveness for the development.*

*1.1 Dumpsters, central air units, utility boxes, and other similar features should be located in inconspicuous locations and screening should be provided so that they are not visible from public right-of-way or adjacent property.*

The indicated items are located in core areas of the site with appropriate screening, limiting visibility from public right-of-ways and adjacent property. Residential garbage is collected and stored in an enclosed room, further reducing its impact.

*1.2 Individual buildings should be integrated into the overall site plan through joint parking, pedestrian connections, plantings, shared access, and location of freestanding buildings so as not to block visibility of the larger commercial center.*

The overall project shares as an internal circulation pattern to provide convenient access to all building areas. Access between buildings is accomplished by leveraging the extended linear parkway.

*1.3 Adverse off-site impacts should be minimized through building orientation and provisions for appropriate transition areas such as a landscaped buffer, park, berm, or combination of treatments.*

Generally not applicable given urban environment.

*1.4 Buildings should be sited and grouped in a coherent layout based on a site analysis that considers topography, views, privacy, drainage, function of buildings, and other design guidelines contained herein.*

The mix of project uses is configured in a manner to organize massing in response to usage. The arrangement of uses is intended to optimize views, privacy, and overall building function. Drainage will be improved through directed collection and routing to existing storm infrastructure. No new storm drainage load will be created by the development.

## 2.0 TRAFFIC AND CIRCULATION

*Purpose: The layout of the circulation system is basic to the design of a Planned Development. The traffic and circulation system shall provide for efficient, safe, aesthetic movement of pedestrians and vehicles, through and adjacent to the development.*

*2.1 There shall be adequate access for emergency vehicles, garbage collection, and delivery vehicles.*

The east-west access alley and west bypass lane provide adequate access for the indicated use.

*2.2 The development shall be designed with the minimum number of access points to public streets necessary to serve the traffic generated by the proposed use.*

Access points were proscribed by and are consistent with the Request for Proposals.

*2.3 Safe and convenient multi-use sidewalks or paths should be provided from residences to recreation areas, bus stops, parking areas, and community buildings within the Planned Development.*

The urban nature of the development directs these uses to the public sidewalks bordering the site. The project does include extension of the Boneyard Creek Linear Park to Sixth Street.

*2.4 Design of the internal street system should be coordinated with the existing and future street system and conform to the Transportation Element of the Comprehensive Plan. Continuation of collector streets shall be provided for through the site in accordance with the Comprehensive Plan.*

No internal streets are included in the project scope.

*2.5 Parking facilities for bicycles should be provided at convenient locations.*

Bicycle parking facilities are provided within the grade level parking area in quantities consistent with Zoning Ordinance requirements. These areas are readily accessible to building users and the public and offer the advantage of covered bike storage.

## 3.0 ARCHITECTURAL QUALITY

*Purpose: Planned Developments shall include architectural design which results in a cohesive design compatible with existing buildings on or around the site.*

*3.1 Multiple buildings in a Planned Development should relate to one another through common architectural styles, scale, building materials, and signage.*

The mix of project uses is configured in a manner to be perceived as a single complex through complementary materials, massing, and design elements.

*3.2 Architectural design should create visual interest through textures, complementary colors, and attractive facades.*

The architectural design is intended to create a pedestrian scale development while still accommodating the needs of a large scale development. Materials and colors are utilized to support this effort.

*3.3 Buildings and signage should be sensitive to the style, period, and scale of neighboring properties.*

The building style and associated retail signage are consistent with the existing character of the Campustown district.

*3.4 Street furniture such as light posts, trash receptacles, and benches shall be functional and compatible with the architectural design.*

Street furnishings are already provided through the adjacent existing streetscape development.

*3.5 Where large structures are required, mass should be broken up through setbacks, building offsets, varied story heights, and other design techniques.*

Building mass is mitigated through varied setbacks at the second and third levels and a modulation of building facades to create offsets. A vertical hierarchy of architectural elements also contributes to the perceived reduction in building mass.

*3.6 Commercial centers should reflect the human scale at street level through use of entryways, windows, columns, awnings, and other techniques.*

Expansive glazing, pedestrian scaled elements, sidewalk oriented entries, and awnings all assist in maintaining a human scale at street level.

*3.7 Use of art features such as fountains, special landscaping, sculpture, and murals that lend identity to a development should be utilized.*

The urban infill nature of the site development leaves little site area for the indicated site features.

*3.8 Walls and fences should be compatible with site architecture and should be unobtrusive to neighbors.*

No significant wall or fence construction is anticipated as part of the project.

3.9 All buildings shall utilize finished building materials on all sides.

Finished building materials are provided on all sides.

#### 4.0 ENVIRONMENTAL GUIDELINES

*Purpose: Planned Developments shall be constructed with regard for the environment to avoid adverse impacts on existing natural features, drainage, erosion, water quality, and energy conservation.*

*4.1 Drainage features should be integrated into the development and treated as an asset by providing aesthetically pleasant open space and multi-use facilities.*

The urban infill nature of the development necessitates direct collection of storm water.

*4.2 Floodplains, drainage features, and natural areas should be preserved and enhanced as natural environments.*

Not applicable given prior municipal infrastructure work rerouting natural drainage below grade.

*4.3 Adequate setbacks and access to stormwater facilities and drainage ways should be provided in order to encourage dual use as recreation, habitat, and storage area for excessive rainfalls and to provide for future maintenance.*

Not applicable given prior municipal infrastructure work rerouting natural drainage below grade.

*4.4 Preservation and addition of vegetation should be provided along stream and drainage ways to prevent erosion, provide natural habitats, and improve water quality.*

Not applicable given prior municipal infrastructure work rerouting natural drainage below grade.

*4.5 Significant trees of good health should be protected from damage during construction and from future land uses in the development whenever possible.*

There are few existing mature trees within site boundary and they are positioned in places that are inconsistent with the infill development footprint.

*4.6 Building layout should consider sun angles, prevailing winds, shade, and other factors to save energy costs.*

These issues are addressed in a holistic manner as part of the LEED certification process.

#### 5.0 OPEN SPACE GUIDELINES

*Purpose: Planned Developments shall provide for both the preservation of natural areas and the creation of areas for active or passive recreation.*

*5.1 Where space permits, a development should incorporate a variety of open space including areas for active recreation, passive recreation, and undeveloped natural areas.*

The urban infill nature of the development relies upon existing recreation options within the district.

*5.2 Undeveloped open space should preserve healthy vegetation and remove dead or diseased trees.*

Not applicable. No pre-existing undeveloped open space exists within the site boundary.

*5.3 Play areas for children should be close to building entrances and should be located so children do not have to cross high traffic areas.*

Not applicable. The residential market for this area generally precludes the presence of children.

*5.4 Active recreation facilities provided on site should reflect the age of the residents, consider existing nearby public facilities, and provide adequate area and dimensions for the use consistent with national standards.*

The urban infill nature of the development relies upon existing recreation options within the district. These amenities are in abundance and fully developed within the context of the University of Illinois.

*5.5 Passive recreation areas should be graded and seeded or have other ground cover. Such areas should include trails, picnic areas, and take advantage of vegetation, shade and views, and be removed from nuisance areas.*

Not applicable. The urban infill nature of the development limits the provision of passive recreation areas.

*5.6 Open space areas should be spread out to serve the entire development and should be connected through trails or common yards.*

Not applicable. The urban infill nature of the development limits the provision of open space.

*5.7 Water detention areas may comprise a portion of the open area, but should not represent the majority of open space and should be usable by the residents.*

Not applicable given prior municipal infrastructure work rerouting natural drainage below grade.

## **6.0 PRIVACY/SECURITY GUIDELINES**

*Purpose: As an incentive, Planned Developments may be built at a higher density than conventional developments. Allowing higher density while maintaining privacy for residents is a goal. Planned Developments shall consider security as a design feature.*

*6.1 Residential units should be oriented and spaced to promote privacy.*

Residential units are oriented with views toward exterior spaces and generally include views off-site. Construction techniques and unit arrangement within the building help provide privacy for residents.

*6.2 Entrances to buildings and parking areas shall be well lighted.*

All entrances and parking areas will be well lit with photocell controlled fixtures to provide dusk to dawn illumination.

*6.3 Public spaces should be designed to be visible from dwelling units and promote a sense of ownership for surveillance and security purposes.*

All public spaces are visible from dwelling units and most spaces are also visible from retail areas.

*6.4 Remote entrances to public spaces not directly visible from neighboring units and the establishment of secluded areas should be avoided.*

All primary entrances to public spaces are from public sidewalks with direct visibility from retail and residential uses.

*6.5 Dwelling units should be oriented or screened to avoid glare from headlights.*

All dwelling units are on the second floor or above, eliminating the possibility of glare from vehicular headlights.

## **7.0 LANDSCAPING AND SCREENING GUIDELINES**

*Purpose: Landscaping of the Planned Developments shall be designed to provide for adequate landscaping and effective screening for off-street parking areas and for areas where nonresidential use or high density residential use may be detrimental to lower density areas. Landscape materials shall be integrated into the overall scheme of the site and should compliment the other physical features of the area.*

*7.1 Landscaped buffers required along the perimeters between incompatible uses shall be integrated into the overall landscaping for the development.*

Not applicable. The urban infill nature of the development limits the provision of landscape buffers.

*7.2 Selection of plant materials shall be in conformance with the Approved Plant List which is available for inspection in the office of the city clerk.*

The urban infill nature of the development limits the provision of landscape materials. The limited planting areas will conform to the Approved Plant List.

*7.3 The selection and location of landscape materials in utility corridors shall be such that at their mature height, trees shall not interfere with overhead utilities and streetlights.*

The urban infill nature of the development limits the installation of trees within the site boundary. The minimal landscaping anticipated will not conflict with utility corridors.

*7.4 Clusters of trees and bushes or flowerbeds should also be used throughout the site to provide visual relief.*

The urban infill nature of the development limits the installation of trees, bushes, and/or flowerbeds within the site boundary. The landscaping provided is clustered.

*7.5 Street trees along public streets and private access drives should be provided at a ratio of at least one tree per sixty (60) feet of frontage.*

Street trees are already provided through the adjacent existing streetscape development.

*7.6 In addition to required landscaped islands in parking lots, other treatments such as planters, flower beds, and decorative rock or stone should be considered to provide relief in larger impervious areas.*

Not applicable. All project parking is within a covered, multi-level parking deck.

*7.7 Landscaping should be provided at site entrances, public areas, and adjacent to buildings to provide visual interests and screen mechanical equipment.*

Not applicable. The urban infill nature of the development limits the provision of landscape materials. All mechanical equipment is located in interior site locations, limiting the need for screening from public right-of ways.

*7.8 Plant material shall be maintained in such a manner as to preserve their functional aesthetic integrity.*

Not applicable. The urban infill nature of the development limits the provision of landscape materials.

*7.9 Whenever possible, existing mature trees on the site should be incorporated into the overall landscape design and preserved as part of the development.*

There are few existing mature trees within site boundary and they are positioned in places that are inconsistent with the infill development footprint.

*(4) The proposed zoning is consistent with the Comprehensive Plan and is in the best interest of the public.*

The proposed project is consistent with the Comprehensive Plan with its focus on infill development in the existing service area as well as the specific uses envisioned.

*(5) Any proposed waivers or reductions in requirements of this Chapter meet the requirements of Section 37-327 of the Zoning Ordinance, and any proposed waivers of Chapter 31, the Champaign Subdivision Regulations, meet the requirement of Section 37-328 of the Zoning Ordinance.*

Where applicable, the proposal meets the requirements of Section 37-327 the Zoning Ordinance. No waivers of Chapter 31 are requested.

*(1) The proposed waiver is in harmony with the general purpose and intent of this Chapter;*

Consistent with the general purpose of the Planned Development Chapter, the proposed waivers are associated with the redevelopment of an urban infill site with challenging site constraints and additional requirements associated with municipal goals for the development. The development addresses a unique market niche with the addition of the hotel use and an emphasis on smaller bed count residential units. It provides an efficient land use of an otherwise underutilized site.

*(2) The proposed waiver will not alter the essential character of the locality;*

As the Campustown District is already characterized by a dense level of infill development with consistent and complementary uses, the proposed waivers will not alter the essential character of the locality. In many ways, the proposed development will amplify and improve the essential character of the locality.

*(3) The proposed waiver will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the streets, increase the danger of fire or crime, diminish the value of nearby property, nor impair the public health, safety, comfort, convenience, or general welfare.*

The proposed waivers will not impair an adequate supply of light and air to adjacent property as the waivers are generally unrelated to areas of the development facing adjacent property. Setbacks of upper floors from adjacent property lines are often well in excess of the proscribed minimum setbacks. Street congestion will not increase with the deliberate routing of traffic away from the overused Green Street corridor. Parking ingress and egress will not compete with already heavily used streets. The development will include all code required fire prevention and life safety features to maintain the greatest possible protection against the danger of fire. The increased presence of people and activity throughout all times of the day will reduce the attractiveness of crime and increase the sense of security for the public. The proposed development will enhance nearby property values with the added customer base and the improved options for public parking. Public health, safety, comfort, convenience, and general welfare will all benefit from the additional diversity of services and residential uses as well as from the indirect benefit of expanded property tax, hotel/motel tax, food and beverage tax, and sales tax revenue.

Application Page 7:

*Zoning Ordinance Waivers:*

- A. The RFP process suggested a focus on increasing project density with the requisite diminishment of reliance on open space. In addition, a significant portion of the residential area is associated with a hotel use for which open space is not typically provided in an urban hotel configuration. The project is not designed to meet a specific open space requirement. Total available grade level open space is approximately 2,900 square feet. The project also anticipates approximately 2,090 square feet of interior recreation space assigned to a pool and fitness area to be shared by the hotel and residential uses and approximately 1,740 square feet of courtyards spread across four distinct spaces on the second and fifth levels.
  
- B. 71 parking spaces are required by the Zoning Ordinance for the residential use (81 spaces less the 10 space reduction per 37-358(b)(2)) and an additional 131 public parking spaces were requested by the City of Champaign to provide public parking, for total of 202 spaces. Approximately 176 spaces are provided in the proposed parking deck. Our experience with the market indicates actual residential demand is approximately 40% of the zoning required parking for the type of units provided. In that scenario, market required parking for the residential component of the project would reduce to 29 spaces. Similarly, the hotel management consultant has indicated the urban setting will significantly limit demand for hotel parking.

The developer controls over 400 parking spaces within a one block radius. With currently over 120 vacant spaces among these parking areas, any excess demand from the new project will be easily absorbed with existing capacity, easily allowing the project's parking facility to provide a minimum of 131 spaces for public use. It is also important to note the 131 public parking spaces reflect an increase of 46 spaces from the actual number of hourly parking spaces currently provided by Lot J. The balance of the current Lot J spaces is assigned/leased parking spaces which can be readily absorbed into excess market capacity.

*Campus Commercial Overlay District Performance Standard Waivers:*

Section designations refer to the applicable performance standard. Project complies with all standard not noted.

- c(4) Project complies with the assumption this requirement is not applicable to the portion of the parking garage facing Healey Street and the opening to the drive and Boneyard Parkway facing Sixth Street.
- c(5) Given the height of the first floor (20+ feet), building setbacks generally commence at the second floor in lieu of the third floor.

The Green Street façade sets back the requisite 5 feet at the third floor with the exception of two modules, each approximately 18' wide, that help define the linear character of the façade. These two modules maintain the grade level façade plane over the full height of the building. The grade level façade plane varies between 3 feet and 4 feet from the property line. One other exception to the set back is the main stair at the east end of the Green Street façade. Given the need to maintain a continuous stair enclosure over the full height of the building, no upper level setback is provided.

Due to the minimum site area necessary to accommodate a parking garage, the portion of the building on the northeast quadrant of the site has an atypically narrow footprint, limiting the ability to achieve a full 5 foot setback of upper levels from the lower building façade. Thus, the Sixth Street façade sets back 3'-4" beginning at the second floor with the exception of one module approximately 20' wide that help define the linear character of the façade and serves as a massing cue for the building entry location. This module maintains the grade level façade plane over the full height of the building.

Beginning at the second floor line, the upper floors of the Healey Street façade set back approximately 3 feet from the lower building façade, but maintain a 6 foot setback from the property line. One other exception to the set back is the main stair at the west end of the Healey Street façade. Given the need to maintain a continuous stair enclosure over the full height of the building, no upper level setback is provided.

Given the structural and functional restrictions of the parking deck, no additional setback is anticipated for upper levels of the parking deck's Healey Street façade.

- c(6) Project provides approximately 74% glazed façade at grade level along Green Street, approximately 77% glazed façade at grade level along Sixth Street, and approximately 75% glazed façade at grade level for the retail portion along Healey Street.

A specific exception to this requirement is the parking deck for which this requirement would not be reasonably applicable and the building service space portion of the narrow Healey Street frontage for which windows are not practical. Stair towers are excluded from the frontage calculation.

- c(7) Project provides approximately 36% glazed façade for upper levels along Green Street, approximately 32% glazed façade for upper levels along Sixth Street, and approximately 24% glazed façade for upper levels for the residential portion along Healey Street. The Green Street façade upper level glazing maximizes the glazing allowed within franchise design requirements for the Marriott hotel product. The Sixth Street and Healey Street upper level façade glazing provides the maximum reasonable amount of glazing to remain consistent with the punched window motif of the architectural style.

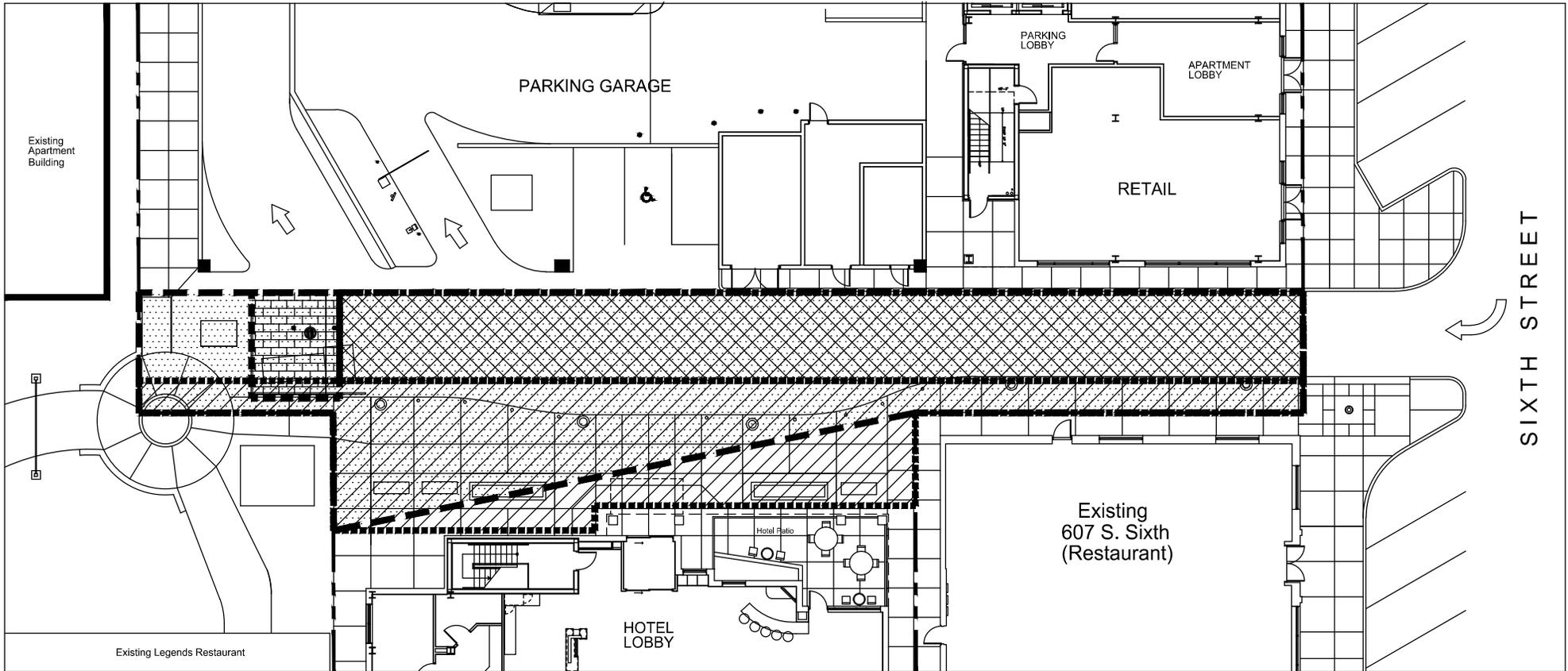
A specific exception for this requirement is the Healey Street façade for which this requirement would not be reasonably applicable given the inclusion of the parking deck. Also excluded are portions of the building facing a street but not actually fronting on the street. Excluding the elevations not fronting on a street is reasonable for this project given (i) there are existing buildings between the referenced elevations and the street, largely screening the elevations from view; and (ii) the referenced elevations set back from the property line between 70 feet to 100 feet, mitigating their perceptual impact on the overall façade. Stair towers are excluded from the area calculation.

- c(11) The parking deck maintains a minimum 10 foot setback from adjacent property lines with the exception of property lines shared with a public right-of-way.
- c(12) The Healey Street facing façade of the parking deck will provide partial screening at guardrail height. This height is tall enough to screen vehicle headlights from projecting out of the deck. The balance of the wall will be open to provide the building code required ventilation necessary for an open parking structure.

*Subdivision Regulation Waivers:*

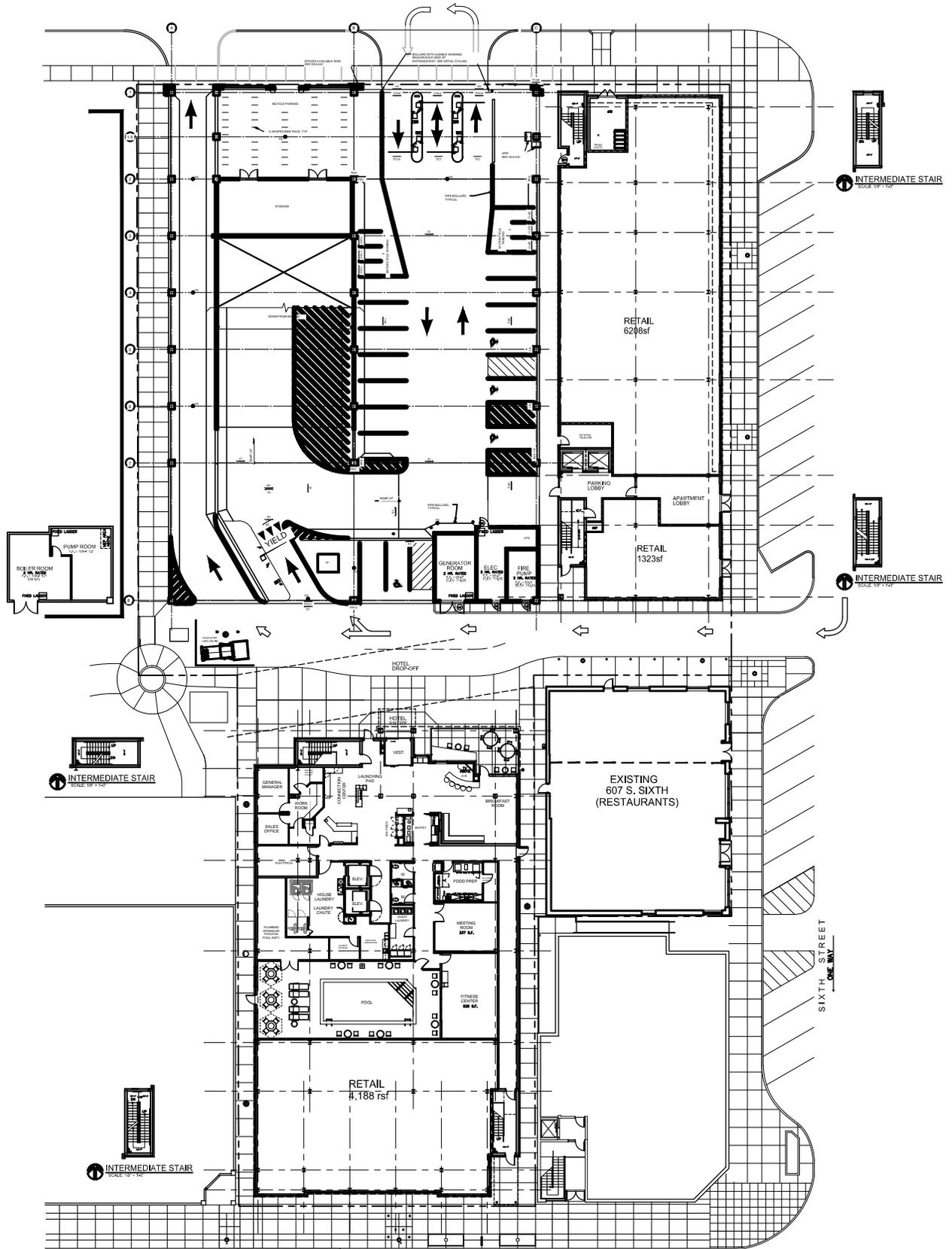
No subdivision regulation waivers are required.



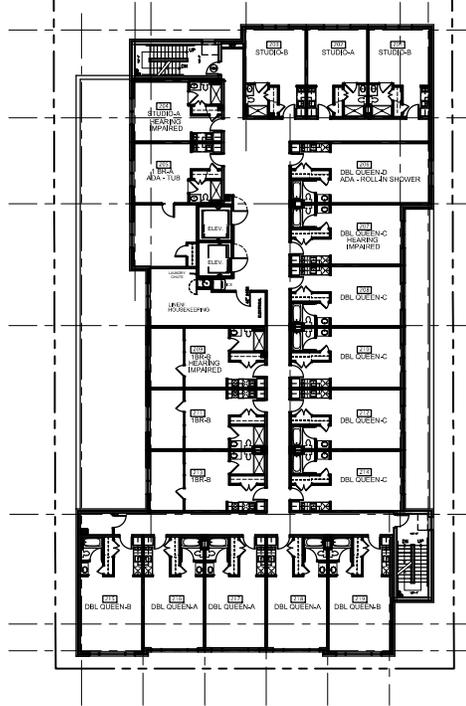
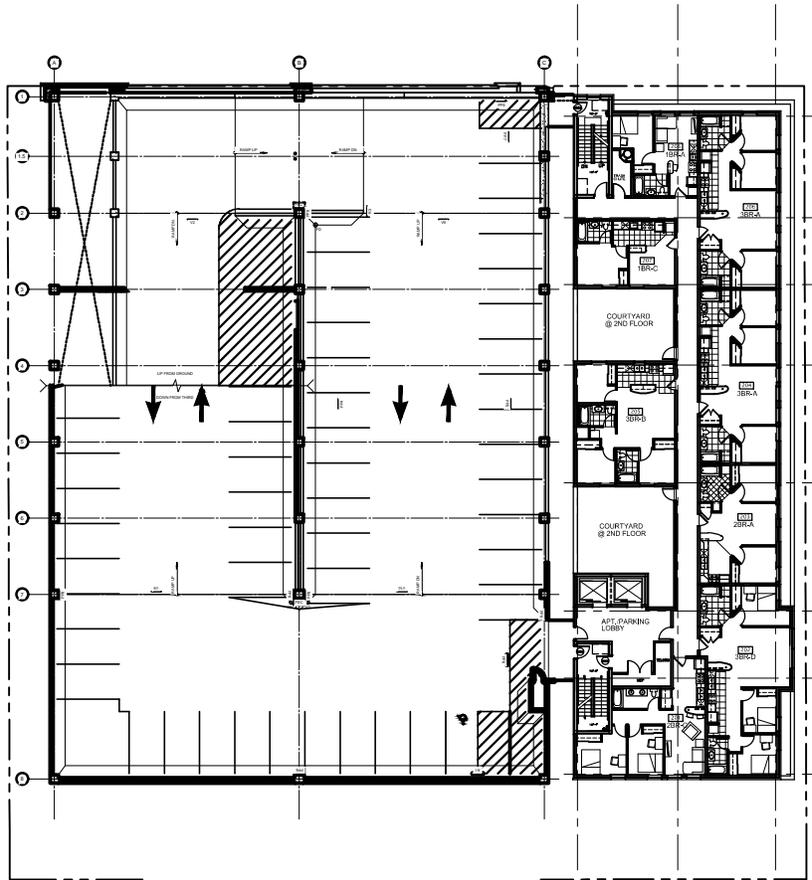


**Boneyard Greenway Extension - Easement Summary**

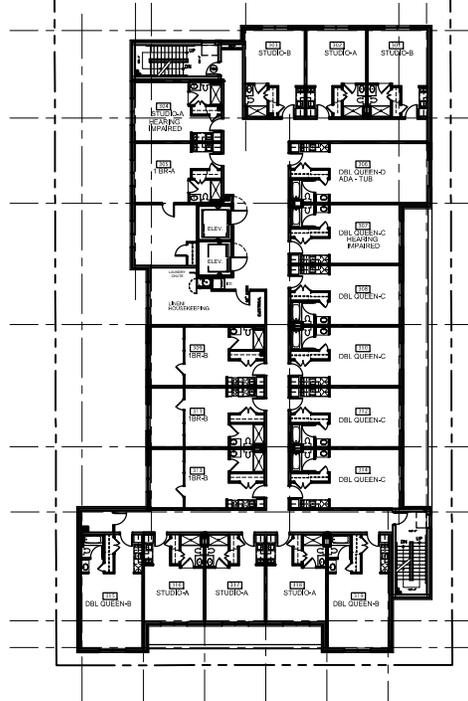
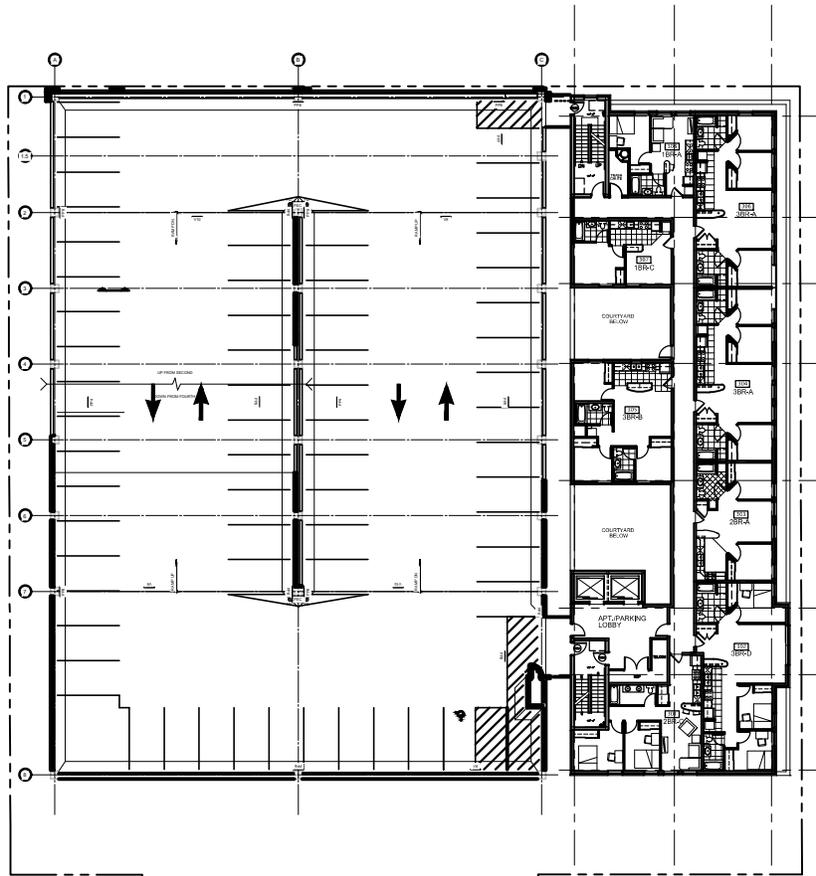
-  Vehicle Access Easement
-  Boneyard Stormwater & Utility Easement
-  Multi-Use Trail Easement
-  Dumpster Easement




**CAMPUS CENTER**  
**1ST FLOOR PLAN**  
 SCALE: 1/16" = 1'-0"

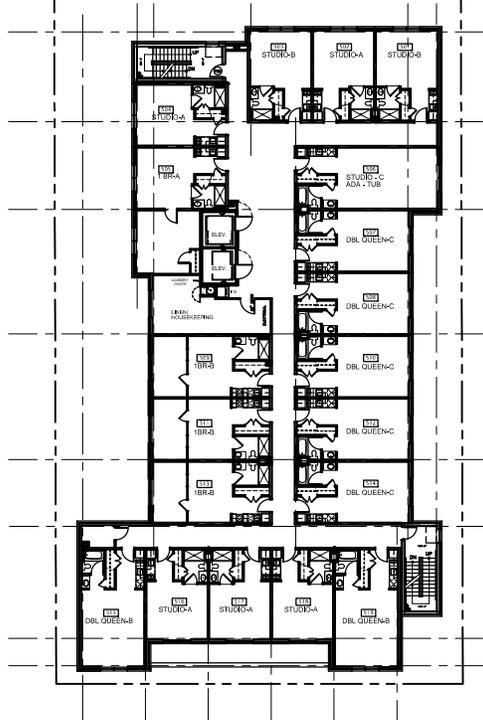
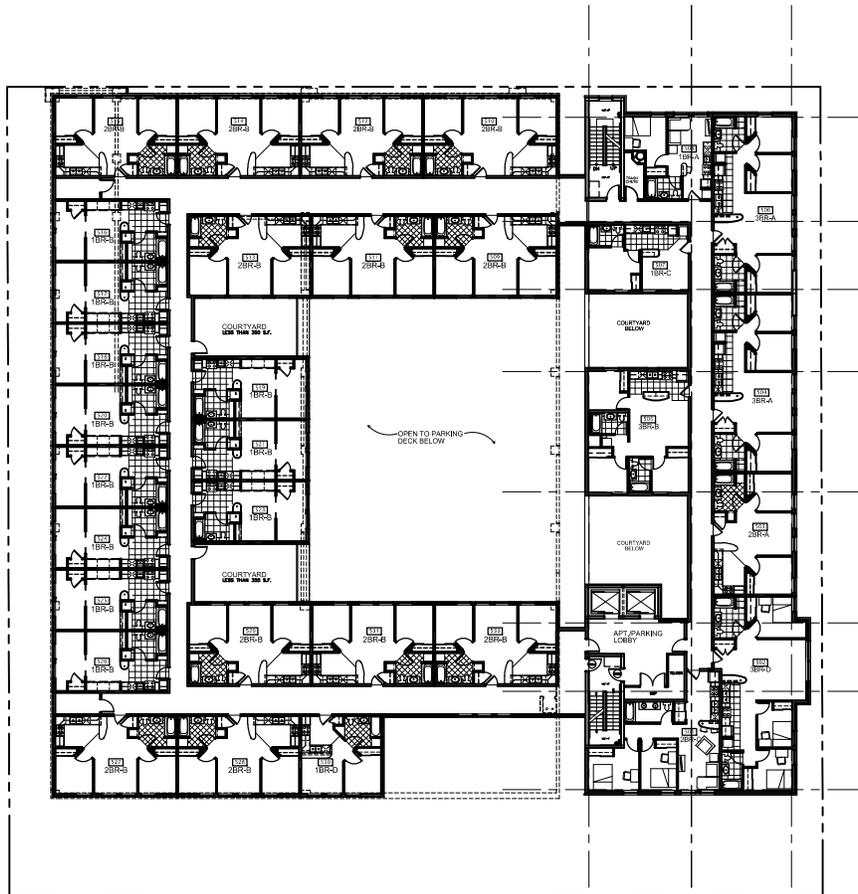


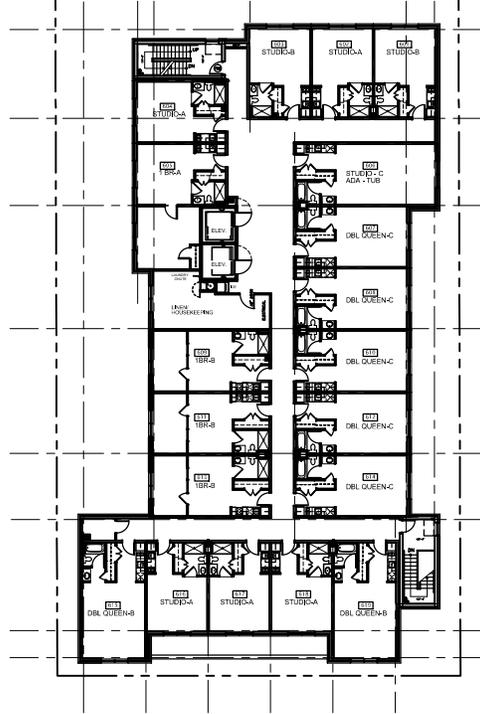
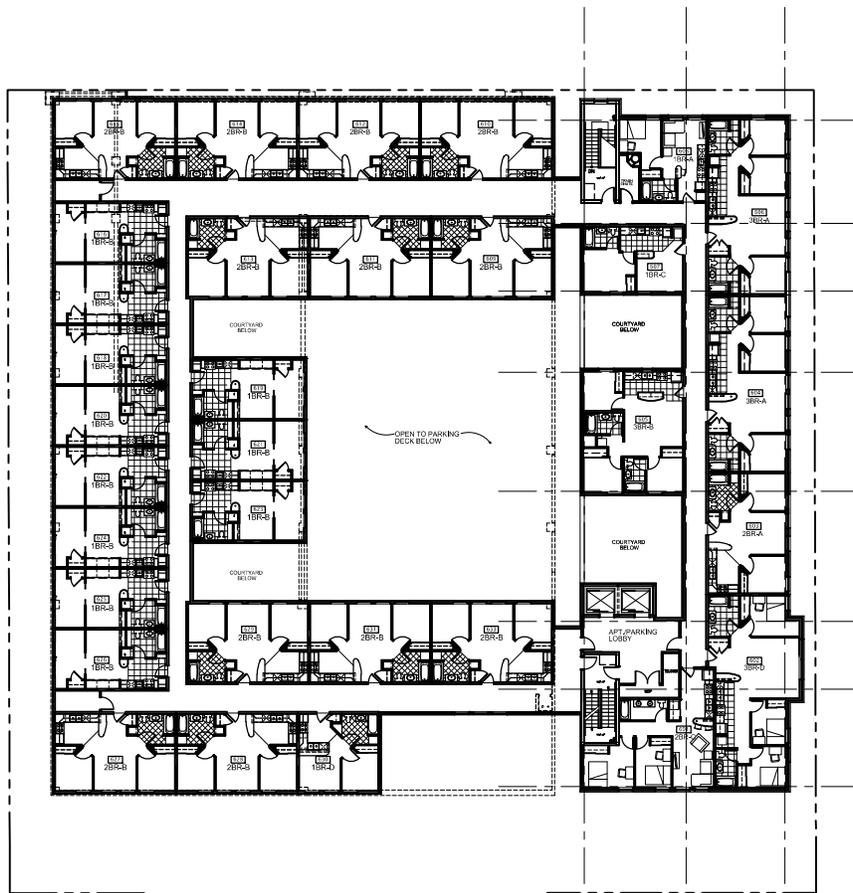

**CAMPUS CENTER**  
**2ND FLOOR PLAN**  
 SCALE: 1/16" = 1'-0"




**CAMPUS CENTER**  
**3RD FLOOR PLAN**  
 SCALE: 1/16" = 1'-0"








**CAMPUS CENTER**  
**6TH FLOOR PLAN**  
 SCALE: 1/16" = 1'-0"



Green Street Elevation



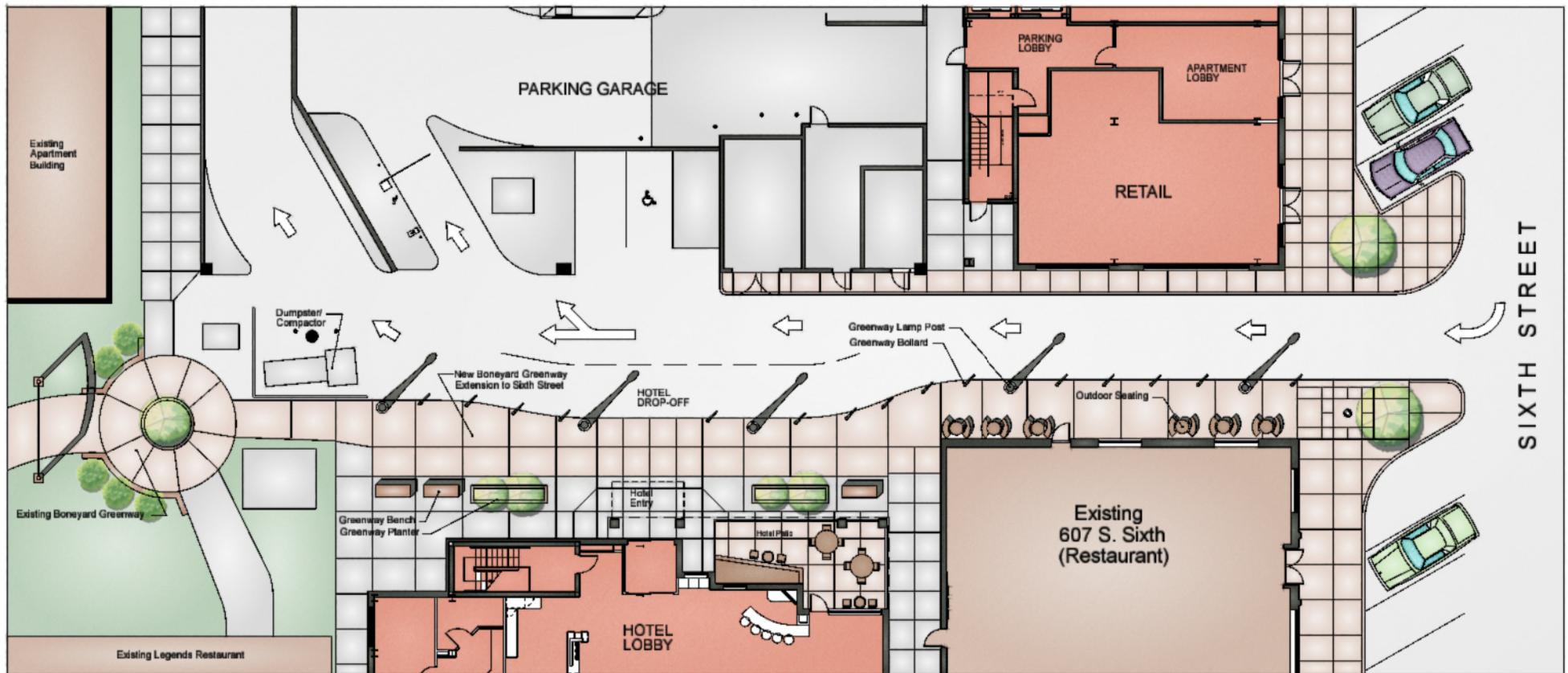
Sixth Street Elevation



Sixth Street Elevation



Healey Street Elevation



**Boneyard Greenway Extension - Enlarged Plan**

**Criteria for Approval**  
Major Amendment to the Preliminary / Final Planned  
Development Plan  
Campus Center (Parking Lot J),  
524 – 526 E. Green St. and 601 S. Sixth St.

1) **The proposal advances the purpose statements of the Planned Developments Article.**

The proposal advances the purpose statements of the Planned Development Article. The proposal:

- Allows flexibility;
- Encourages infill development;
- Promotes more efficient use of land because the property is located in an area that already contains public infrastructure and can be easily served by existing urban services such as police, fire, sewer, utilities, etc.;
- Incorporates site features so they become assets to the development by continuing the Boneyard Greenway;
- Provides additional amenities that would not otherwise be required under conventional zoning by providing 131 public parking spaces, and adding a new land use (hotel) to Campustown;
- Promote building styles and architectural styles that complement one another;
- Allow a mix of uses that are designed to negate potential conflicts that normally occur between incompatible land uses;
- Promote the most efficient arrangement of circulation systems, land use, and buildings;
- Promote environmentally sensitive developments by pursuing LEED Silver Certification; and
- Allow development, under a specifically approved design concept and site plan, which otherwise may not be permitted by the Zoning Ordinance.

2) **The proposal meets the minimum development requirements of the Zoning Ordinance except where waived.**

The development meets the minimum requirements of the Planned Development Article that apply to this development except where waived and described in #5 below.

The development meets the minimum requirements of the Planned Development Article that apply to this development, except for the following:

- Additional common open space requirements for major planned developments

**The proposal adequately and appropriately incorporates the design guidelines in Table VI-D that are appropriate to the type of development being proposed.**

The proposal incorporates the following design guidelines:

*1.0 Site Plan Guidelines*

The design of the buildings provides a cohesiveness called for in this section. Trash and mechanical areas are screened, individual buildings are integrated into the overall site plan and sited in a coherent layout, addressing specific guidelines 1.1, 1.2, and 1.4.

*2.0 Traffic Circulation Guidelines*

The circulation system provides for appropriate movement through and to adjacent sites. Adequate access for emergency and trash vehicles are provided, access points are minimized, a continuation of the Boneyard Greenway is provided, and covered bicycle parking is provided, addressing guidelines 2.1, 2.2, 2.3, and 2.5.

*3.0 Architectural Quality Guidelines*

The brick, glass, and precast design is cohesive and compatible with buildings around the site. Multiple buildings relate to one another; the design creates visual interest through varying planes and materials; the use of natural materials is sensitive to the style and period of neighboring properties; building mass is broken up through setbacks and building offsets; commercial portions along Green Street and Sixth Street reflect the human scale through the use of storefronts; and buildings use finished building materials, addressing guidelines 3.1, 3.2, 3.3, 3.5, 3.6, and 3.9.

*4.0 Environmental Guidelines*

The building is designed to save energy and will be certified at the LEED Silver level, meeting guideline 4.6.

*5.0 Open Space Guidelines*

The proposal includes a continuation of the Boneyard Greenway, addressing guideline 5.5.

*6.0 Privacy/Security Guidelines*

The development is proposed with views oriented to the exterior space, entrances are well-lit, public spaces and entrances are visible, and dwelling units are located on the second story and above to address guidelines 6.1, 6.2, 6.3, 6.4, and 6.5.

*7.0 Landscaping and Screening Guidelines*

As an urban project, significant landscaping is not provided and screening is accomplished using building materials, but street trees will likely be provided along the Healey Street frontage as part of the City's Healey Street reconstruction project, and the Green Street and Sixth Street frontages will protect or repair streetscape to comply with the University Streetscape requirements and to address guideline 7.5.

3) **The proposal is consistent with the Comprehensive Plan and is in the best interest of the public.**

As the Comprehensive Plan was recently updated and included much public involvement and discussion, proposals that are consistent with the Comprehensive Plan would be in the best interest of the public. The proposal promotes the visions and guiding principles identified in the Comprehensive Plan in the following ways:

*Vision 1 - Growing City. Guiding Principle– Fiscally Sustainable Growth*

The proposal is located where existing service capacity and infrastructure already exists, providing for Fiscally Sustainable Growth.

*Vision 2 – Sustainable City. Guiding Principles – Reduce Consumption and Impact; Reduced Emissions; Development Patterns*

The development is located on an infill site, reducing the consumption of farmland on the edge of the community and is compact and contiguous to other development, thereby Reducing Consumption and Impact and supporting good Development Patterns.

*Vision 3 – Complete Neighborhoods. Guiding Principles – Well-Planned Mix of Uses; Well-Designed Density; Connectivity*

The proposal provides both commercial and residential uses, spreads the density among multiple buildings, and continues the Boneyard Greenway.

*Vision 4 – Community Identity. Guiding Principles – High Quality Urban Design; “Center City”*

The project is well designed and located within the Center City, with building offsets, varying roof heights, and a variety of materials.

*Vision 5 – Healthy Community. Guiding Principle – Walking Community; Alternative Transportation*

These principles are supported by buildings that are built to a human scale and face the public street and sidewalk system, covered bicycle parking, and a constructing a continuation of the Boneyard Greenway.

- 4) **Any proposed waivers or regulations or requirements of this Chapter meet the requirements of Section 37-327 of this Chapter, and any proposed waivers of Chapter 31 of this Code meet the requirements of Section 37-328 of this Chapter.**

The Plan Commission may recommend approval of and the Council may grant any requested waivers of regulations or requirements of this Chapter in a proposed Preliminary/Final Major Planned Development Plan provided that each of the following criteria has been satisfied:

*(a) The proposed waiver is in harmony with the general purpose and intent of this Chapter;*

Consistent with the general purpose of the Planned Development Chapter, the proposed waivers from Section 37-125.1 addressing the Campus Commercial Overlay design requirements, Section 37-191 requiring open space, Section 37-324 requiring dedication of a common open space, and Section 37-359 setting the parking requirement are associated with the redevelopment of an urban infill site with challenging site constraints, such as the site being bisected by both an underground stormwater conveyance system and an at-grade multi-use trail, and additional requirements associated with municipal goals for the development, such as the provision of public parking within the project. The development addresses a unique market niche with the addition of the hotel use and an emphasis on smaller bed count residential units. It provides an efficient land use of an otherwise underutilized site by replacing the surface parking lot with almost 110,000 square feet of retail, residential, and hotel use, plus a parking garage that contains public parking.

*(b) The proposed waiver will not alter the essential character of the locality;*

As the Campustown District is already characterized by a dense level of infill development with consistent and complementary uses, the proposed waivers will not alter the essential character of the locality. The proposed development will amplify and improve the essential character of the locality by constructing buildings at a site currently containing only a surface parking lot and that will complement adjacent buildings in terms of building design.

*(c) The proposed waiver will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the streets, increase the danger of fire or crime, diminish the value of nearby property, nor impair the public health, safety, comfort, convenience, or general welfare.*

The proposed waivers will not impair an adequate supply of light and air to adjacent property as the waivers applicable to supplying light and air (Section 37-125.1, 37-191, and 37-324) are unrelated to areas of the development facing adjacent property. Setbacks of upper floors from adjacent property lines are often

well in excess of the proscribed minimum setbacks. Street congestion will not increase with the deliberate routing of traffic away from the overused Green Street corridor, and the waiver to reduce residential parking (Section 37-359) will result in fewer tenants with cars and therefore reduce the congestion in the area than if the required number of parking spaces were provided. Parking ingress and egress will not compete with already heavily used streets, as most of the parking traffic is directed toward Healey Street rather than Sixth and Green Streets. The development will include all code required fire prevention and life safety features to maintain the greatest possible protection against the danger of fire. The increased presence of people and activity throughout all times of the day will increase the sense of security for the public. The proposed development will enhance nearby property values with the added customer base and the improved options for public parking. Public health, safety, comfort, convenience, and general welfare will all benefit from the additional diversity of services and residential uses as well as from the indirect benefit of expanded property tax, hotel/motel tax, food and beverage tax, and sales tax revenue.

**Seven waivers from the Zoning Ordinance are requested:**

a. *Sec. 37-125.1(c)(4). Building facades shall have a minimum width of 90% of lot frontage.* Due to the garage entrances on Healey Street and the Boneyard Greenway connection to Sixth Street, those elevations do not meet the 90% minimum and driveway entrances exceed 22 feet.

*Justification:* The public parking provided and the continuation of the Boneyard Greenway, the multi-use trail that begins at Second Street, provide important benefits to the community and necessitate an adjustment to this requirement.

b. *Sec. 37-125.1(c)(5). Five foot setback of all floors above the third floor.* The Green Street façade sets back the requisite 5 feet at the second floor with the exception of two modules, each approximately 18' wide, that help define the linear character of the façade. These two modules maintain the grade level façade plane over the full height of the building. The grade level façade plane varies between 3 feet and 4 feet from the property line. One other exception to the set back is the main stair at the east end of the Green Street façade. Given the need to maintain a continuous stair enclosure over the full height of the building, no upper level setback is provided.

Due to the minimum site area necessary to accommodate a parking garage, the portion of the building on the northeast quadrant of the site has an atypically narrow footprint, limiting the ability to achieve a full 5 foot setback of upper levels from the lower building façade. Thus, the Sixth Street façade sets back 3'-4" beginning at the second floor with the exception of one module approximately 20' wide that help define the linear character of the façade and serves as a massing cue for the building entry location. This module maintains the grade level façade plane over the full height of the building. Beginning at the second floor line, the upper floors of the Healey Street façade set back approximately 3 feet from the lower building façade, but maintain a 6 foot setback from

the property line. One other exception to the set back is the main stair at the west end of the Healey Street façade. Given the need to maintain a continuous stair enclosure over the full height of the building, no upper level setback is provided. Given the structural and functional restrictions of the parking deck, no additional setback is anticipated for upper levels of the parking deck's Healey Street façade.

*Justification:* The majority of the building facades meet the requirement. The exceptions help to provide more articulation in the building façade and therefore a more interesting and detailed elevation.

c. *Sec. 37-125.1(c)(6). Transparency at the ground floor.* Project does not comply with the 75% minimum transparency requirement in the following locations: the parking deck and building service space of the narrow Healey Street frontage for which this requirement would not be reasonably applicable, and the façade along Green Street, which provides for 74% transparency to provide a base to the building that is architecturally in scale with the remainder of the building. Stair towers are also excluded from the frontage calculation.

*Justification:* A required component of the project, the public parking needs to be easily accessed and viewed from the public right-of-way to encourage its use. In terms of the Green Street façade, the brick piers on the ground level are in scale with the remainder of the building, resulting in a minimal reduction in the level of transparency at the ground level. This reduction allows for better architectural design to provide a solid base to the rest of the building. Emergency egress stair towers are a reasonable exception to the transparency requirement and are provided only where required by building code.

d. *Sec. 37-125.1(c)(7). Transparency above the ground floor.* Project does not comply with the 30% minimum transparency requirement for the Healey Street residential portions of the building (at 24%) to remain consistent with the punched window motif of the architectural style while maximizing the amount of transparency. Additional non-compliant facades are those facing a street but not actually fronting on the street, such as the eastern façade of the Green Street building and the southern façade of the Sixth Street building. Excluding the elevations not fronting on a street is reasonable for this project given (i) there is an existing two story building between the referenced elevations and the street, largely screening the elevations from view; and (ii) the referenced elevations set back from the property line between 70 feet to 100 feet, mitigating their perceptual impact on the overall façade. Stair towers are also excluded from the area calculation.

*Justification:* A portion of the Healey Street façade is the side of the narrow side of the building that fronts along Sixth Street, providing a limited area to provide windows. The other portion of the Healey Street façade, over the parking structure, provides the maximum transparency while maintaining a consistent architectural design with the remainder of the project. The other elevations in question “face” the street and therefore trigger the transparency requirement, but their setbacks of at least 70 feet results in the inability for a pedestrian at the ground level to be negatively impacted by a lack of windows. In addition, the developer has future plans to redevelop one on the adjacent sites, which would screen most of these facades in the future.

e. *Sec. 37-125.1(c)(12). Parking deck screening.* The Healey Street facing façade of the parking deck will provide partial screening at guardrail height. This height is tall enough to screen vehicle headlights from projecting out of the deck. The balance of the wall will be open to provide the building code required ventilation necessary for an open parking structure.

*Justification:* The provision of public parking offsets the screening requirement, as the public parking will be more easily located. The proposed construction materials for the walls are a patterned precast concrete panel system similar to the one used for the City-owned public parking garage in downtown.

f. *Section 37-324. Common Open Space Requirements for Major Planned Developments.* This section requires that a parcel designated as common open space of at least 6,000 square feet is conveyed to a not-for-profit corporation, guaranteed by a restrictive covenant, or dedicated to the Champaign Park District. This requirement is partially met by continuing the Boneyard Greenway and providing public access to both the Greenway and the adjacent courtyard, however the width of the proposed Greenway (10 feet) does not meet the minimum dimension for open space of 18 feet. Other common areas are dispersed throughout the development, including an interior pool and fitness area and four courtyards on the second and fifth floors.

*Justification:* Providing ground level open space in an urban environment is contrary to the goals of providing dense development that continues the building wall. The requirement to dedicate open space is partially met by this project by continuing the Boneyard Greenway and providing public access to both the Greenway and the adjacent courtyard, however the width of the proposed Greenway (10 feet) does not meet the minimum dimension for open space of 18 feet and therefore cannot be fully counted in the calculation, despite its full functionality as open space.

g. *Sec. 37-359. Required Number of parking Spaces by Use (specifically Sec. 37-359.2 Residential and Related Uses).* A reduction of 26 parking spaces is requested for the project. The zoning requirement for parking is 71 spaces for the 88 residential units. Neither the retail nor the hotel uses have a parking requirement due to their location within the Central Business District. While the project will provide a total of 176 parking spaces, 131 of those spaces are required to be accessible to the public through the Development Agreement. Therefore, as a practical matter, a total of 202 parking spaces are “required” for the project (71 residential spaces + 131 public spaces), leading to a request for a waiver of 26 parking spaces.

*Justification:* The provision of 131 public parking spaces is ample justification to reduce the parking requirement by 26 spaces.

The above requested waivers are in harmony with the general intent of the Planned Development Chapter and do not alter the essential character of the locality. The waivers will also not impair an adequate supply of light and air to adjacent property or substantially increase the congestion in the streets. In Staff’s opinion the waivers will not diminish the value of nearby property, nor impair the public health, safety, comfort, convenience, or general welfare.



---

## REPORT TO CITY COUNCIL

**FROM:** Dorothy Ann David, City Manager

**DATE:** January 31, 2014

**SUBJECT:** EXPLANATION OF COUNCIL BILLS NO. 2014 -019 and 2014 -020

**A. Introduction:** The purpose of these Council Bills is to approve a Major Amendment to the Preliminary/Final Planned Development Plan for Campus Center (Parking Lot J) and to authorize the City Manager to execute the Amended Development Agreement and Covenants with Campus Center, LLC, to provide the terms and conditions for the construction of a mixed-use development containing a hotel, residential units, commercial space, and a parking garage on the site of Parking Lot J at 524-526 E. Green Street and 601 S. Sixth Street.

**B. Recommended Action:** The Administration recommends that City Council approve these Council Bills.

**C. Prior Council Action:**

- At a special Regular Meeting on April 9, 2013, City Council adopted CB2013-056 and CB2013-057, approving the Preliminary/Final Planned Development Plan for Campus Center and the Development Agreement between the City of Champaign and Campus Center, LLC, for the sale and redevelopment of Parking Lot J.
- At its November 19, 2013 meeting, City Council adopted CB2013-206, approving the Campus Center Subdivision and vacating the east-west public alley between Green and Healey Streets and Fifth and Sixth Streets.
- At its December 10, 2013, Study Session, City Council directed staff to negotiate the terms of an Amended Development Agreement.

**D. Summary:**

- Council selected JSM as the Developer of Record to redevelop Parking Lot J with two five-story buildings and a parking garage. During the Development Agreement negotiation process, JSM proposed a larger, 12-story project. Council approved the Planned Development Plan with waivers and authorized the City Manager to execute a Development Agreement to construct the larger project.
- The developer finalized the construction drawings and received bids on construction.
- Due to a variety of factors, the received bids were \$19 million more than budgeted for the project.
- The developer has revised the project design to ensure the project can be built with a reasonable budget.

- The developer proposes to reduce the heights of the buildings to 6 stories, remove the cantilever over the single-story building where Flat Top Grill and Penn Station are located, remove the bridge over the Boneyard connecting the two buildings, reduce the size of the parking garage, and add two levels of residential units over the parking garage.
- The resulting proposed project would contain 88 residential units, 95 hotel rooms, and approximately 12,000 square feet of retail space.
- Council comments at the December 10, 2013, Study Session recognized the financial challenges and provided support for making adjustments to the project and the Development Agreement to ensure the project can work. Specific concerns cited included disappointment that the entire land sale proceeds would not be realized at the time of sale, the 25-year guarantee of parking garage offset reimbursements, and the importance of using minority contractors during construction.
- Based on the input provided at the Council Study Session, the Amended Development Agreement includes the following provisions:
  - \$2 million initial payment for land, with \$1.94 million paid with interest in 10 annual installments, rather than the lump sum of \$3.94 million
  - \$100,000 annual cap on public parking offset reimbursements for up to 15 years, rather than a \$60,000 annual cap annual for the 25-year life of the agreement
  - Cost share of \$160,000 for the Healey Street reconstruction project paid with interest in 10 annual installments
  - Construction start date of May 1, 2014, rather than October 1, 2013.
  - Maintaining a provision in the original agreement that the developer will solicit bids from minority-owned, female-owned, or businesses owned by a person with a disability, and to strive to reach a goal of 10% of the subcontractor bids to be awarded to a minority-owned business and 5% of the subcontractor bids to be awarded to female-owned or businesses owned by a person with a disability.
- The proposed changes to the project require a Major Amendment to the approved Planned Development Plan.
- The approved Planned Development Plan granted flexibility from some of the Zoning Ordinance requirements through several waivers: a reduction in the residential parking requirement; a reduction in the open space requirement; and slight modifications to the Campus Commercial Overlay to accommodate the parking garage, Boneyard Greenway, the hotel design, and enhanced facade design.
- The amendment to the Planned Development Plan includes many of the same waivers, except that some of the specifics of the waivers have changed, and that the waiver for the reduction in open space is no longer needed due to an approved change to the Zoning Ordinance to eliminate the requirement for open space in the CB, Central Business, Zoning District.
- Conditions are proposed to address parking garage lighting, public access easements, the bicycle repair station and bicycle parking, enhanced courtyard design, and landscape maintenance. These conditions have been revised to reflect additional design of the Boneyard Greenway area that has already been completed.

**E. Background:**

**1. Site Information.**

- a. Applicant: Campus Center, LLC (Members: Michael R. Hartman, Jeffrey R. Hartman, Christopher M. Hartman, Andrew J. Hartman, Patrick W. Hartman, and John S. Kunkel)
- b. Property Owners: City of Champaign, with Development Agreement and contract for sale to JSM Development d/b/a Campus Center, LLC
- c. Area: 1.2 acres
- d. Location: Southwest corner of Healey Street and Sixth Street, and including frontage on Green Street.
- e. Common addresses: 524 – 526 E. Green Street and 601 S. Sixth Street

**2. Surrounding Property Characteristics.**

	Zoning	Land Use	Comprehensive Plan
Subject Property	<b>CB, Central Business, with Campus Commercial Overlay</b>	<b>City-Owned surface parking lot</b>	<b>Campustown</b>
North	MF3, Multifamily High Density/Limited Business	Multifamily residential	University Neighborhood
East	CB, Central Business, with Campus Commercial Overlay	Retail, office, University-owned surface parking lot	Campustown
South	CB, Central Business, with Campus Commercial Overlay	Retail and office	Campustown
West	CB, Central Business, with Campus Commercial Overlay	Retail and Multifamily residential	Campustown

**3. Overview.** In 2012, the City issued a Request for Proposals (RFP) to redevelop Parking Lot J into a mixed-use development with a minimum of 131 public parking spaces. In response to the RFP JSM submitted two proposals with five-story buildings: one with a hotel, residential units, ground floor commercial, and a parking garage; and one replacing the hotel with additional residential units in the event a hotel could not be secured for the site. The two other finalist proposals included only residential and commercial uses. Council noted a preference for the JSM proposals, with a very strong preference for the hotel option to bring the first privately-operated hotel to Campustown and the hotel/motel tax revenue that neither of the competing proposals could offer. The JSM proposal was also of a scale appropriate for the location, opened up the opportunity for expansion on the Flat Top Grill and Penn Station site, and included a

willingness to discuss a developer-owned and operated parking garage, including the public spaces.

After negotiating the terms for the sale and redevelopment of the site, the Development Agreement and associated Planned Development Plan were approved by Council in April 2013. Construction was set to begin in the fall 2013, with construction completed in August 2015.

**4. Increased Construction and Financing Costs.** Following the approvals needed for the project, JSM prepared the construction documents and received bids for project construction. Based on previous recent experience, JSM budgeted the construction costs of the project at \$56 million, and expected the bids to come in around that cost. The bids received, however, were in the \$75 million range, a difference of \$19 million.

The higher-than-expected construction costs can be attributed to a number of factors, including:

- Increased costs of construction materials (especially steel) and labor
- Proposed cantilevering of a portion of the building over the existing restaurants along Sixth Street
- Poor soil conditions which were not known until after the agreement was approved and which require a deeper foundation than anticipated
- The hotel operator having building requirements that are more stringent (and expensive) than building code
- Newer requirements to meet the Energy Code, especially for high-rise construction

JSM also noted that projects containing hotels or parking garages are more expensive to finance than residential or other commercial projects. This project contains both elements, amplifying the increased financing costs.

JSM attempted to revise portions of the project to bring the construction costs down in line with the budget. However, it was not possible for incremental changes to be significant enough to make up the \$19 million difference. JSM approached staff with proposed revisions to both the project design and the Development Agreement that would result in a project that could be constructed within a realistic budget, and these changes were supported by Council at its December 10, 2013, Study Session.

**5. Proposed Revisions to Project Design.** The proposed design of the development changed over time during the course of negotiation of the Development Agreement, but the proposed revised design is of a scale more similar to the original proposal submitted in response to the RFP. The revisions maintain the key components of the project, including constructing the hotel along Green Street, a plan for future expansion of the hotel onto the Flat Top/Penn Station site, and owning and managing the public parking within the garage. The table below summarizes some of the project data from 1) JSM's original proposal in response to the RFP, 2) the design approved as part of the Development Agreement, and 3) the revised proposal.

	<b>Original Proposal in Response to RFP</b>	<b>Approved Design per Development Agreement</b>	<b>Revised Proposal</b>
Stories	Occupied buildings: 5 Garage: 5	Occupied buildings: 12 Garage: 6	Occupied buildings: 6 Garage: 4, plus 2 levels of residential above
Residential units	49 – 175	276*	88
Hotel rooms	110	108	95
Retail	21,646 sf	21,912 sf	11,737 sf
Public parking	221	131	131
Hotel parking	110	108	45

\* Minor amendment to plan reduced total from 295 to 276 during final design

The main changes proposed to the project are a reduction in the heights of the buildings from 12 stories to 6 stories, removing the bridges connecting the buildings and the cantilevered portion of the building over the existing building along Sixth Street currently containing Flat Top Grill and Penn Station, and replacing two levels of private parking within the garage with two levels of residential units. Most of the difference in building height is borne in the residential part of the project, which is decreased by two-thirds, and by the retail, which is almost halved. The proposed number of residential units (88), however, is within the range shown in the original proposal submitted in response to the RFP, and the proportion of retail use to overall floor area remains about the same, at 5% of the total floor area.

As the proposed project does not include the cantilevering component, JSM has indicated that a potential future redevelopment of the Flat Top/Penn Station property could occur once the leases for the current tenants have expired. Redevelopment could include an expansion for the proposed hotel of approximately 45 rooms over ground floor retail.

**6. Major Amendment to the Preliminary/Final Planned Development Plan.** A Planned Development offers an alternative method for developing land by allowing flexibility in certain zoning standards. The approved Planned Development granted flexibility from some of the requirements pertaining to the Campus Commercial Overlay, parking requirements, and open space requirements. This amendment requests similar waivers. These waivers are discussed in the section below.

Section 37-306 of the Zoning Ordinance requires that the Plan Commission find that each of the following criteria are met before it can recommend approval of the Planned Development.

- a. The proposal advances the purpose statements of this Article;
- b. The proposal meets the minimum development requirements of this Article;
- c. The proposal adequately and appropriately incorporates the design guidelines in Table VI-D that are appropriate to the type of development being proposed.
- d. The proposed zoning is consistent with the Comprehensive Plan and is in the best interest of the public.
- e. Any proposed waivers or regulations or requirements of this Chapter meet the requirements of Section 37-327 of this Chapter, and any proposed waivers of Chapter 31 of this Code meet the requirements of Section 37-328 of this Chapter.

A detailed analysis of these criteria appears in Exhibit B to the Planned Development Council Bill. In summary, the amended proposal advances the purpose statements of the Planned Development Article by providing infill development that provides additional amenities not required under conventional zoning by providing public parking, and adding a new land use (a hotel) to Campustown. The proposal also meets the minimum requirements, incorporates applicable design guidelines, is consistent with the Comprehensive Plan and is in the best interest of the public. The proposed waivers of the Zoning Ordinance meet the requirements of Section 37-327, and there are no requested waivers of Chapter 31.

**7. Waivers.** Seven waivers from the Zoning Ordinance are requested and supported by Staff:

a. *Sec. 37-125.1(c)(4). Building facades shall have a minimum width of 90% of lot frontage.* Due to the garage entrances on Healey Street and the Boneyard Greenway connection to Sixth Street, those elevations do not meet the 90% minimum and driveway entrances exceed 22 feet. *Justification:* The public parking provided and the continuation of the Boneyard Greenway, the multi-use trail that begins at Second Street, provides important benefits to the community and necessitates an adjustment to this requirement.

b. *Sec. 37-125.1(c)(5). Five foot setback of all floors above the third floor.* The Green Street façade sets back the requisite 5 feet at the second floor with the exception of two modules, each approximately 18' wide, that help define the linear character of the façade. These two modules maintain the grade level façade plane over the full height of the building. The grade level façade plane varies between 3 feet and 4 feet from the property line. One other exception to the set back is the main stair at the east end of the Green Street façade. Given the need to maintain a continuous stair enclosure over the full height of the building, no upper level setback is provided.

Due to the minimum site area necessary to accommodate a parking garage, the portion of the building on the northeast quadrant of the site has an atypically narrow footprint, limiting the ability to achieve a full 5 foot setback of upper levels from the lower building façade. Thus, the Sixth Street façade sets back 3'-4" beginning at the second floor with the exception of one module approximately 20' wide that help define the linear character of the façade and serves as a massing cue for the building entry location. This module maintains the grade level façade plane over the full height of the building. Beginning at the second floor line, the upper floors of the Healey Street façade set back approximately 3 feet from the lower building façade, but maintain a 6 foot setback from the property line. One other exception to the set back is the main stair at the west end of the Healey Street façade. Given the need to maintain a continuous stair enclosure over the full height of the building, no upper level setback is provided. Given the structural and functional restrictions of the parking deck, no additional setback is anticipated for upper levels of the parking deck's Healey Street façade.

*Justification:* The majority of the building facades meet the requirement. The exceptions help to provide more articulation in the building façade and therefore a more interesting and detailed elevation.

c. *Sec. 37-125.1(c)(6). Transparency at the ground floor.* The project does not comply with the 75% minimum transparency requirement in the following locations: the parking deck and building service space of the narrow Healey Street frontage for which this requirement would not be reasonably applicable, and the façade along Green Street, which provides for 74%

transparency to provide a base to the building that is architecturally in scale with the remainder of the building. Stair towers are also excluded from the frontage calculation.

*Justification:* A required component of the project, the public parking needs to be easily accessed and viewed from the public right-of-way to encourage its use. In terms of the Green Street façade, the brick piers on the ground level are in scale with the remainder of the building, resulting in a minimal reduction in the level of transparency at the ground level. This reduction allows for better architectural design to provide a solid base to the rest of the building. Emergency egress stair towers are a reasonable exception to the transparency requirement and are provided only where required by building code.

d. *Sec. 37-125.1(c)(7). Transparency above the ground floor.* The project does not comply with the 30% minimum transparency requirement for the Healey Street residential portions of the building (at 24%) to remain consistent with the punched window motif of the architectural style while maximizing the amount of transparency. Additional non-compliant facades are those facing a street but not actually fronting on the street, such as the eastern façade of the Green Street building and the southern façade of the Sixth Street building. Excluding the elevations not fronting on a street is reasonable for this project given (i) there is an existing two story building between the referenced elevations and the street, largely screening the elevations from view; and (ii) the referenced elevations set back from the property line between 70 feet to 100 feet, mitigating their perceptual impact on the overall façade. Stair towers are also excluded from the area calculation.

*Justification:* A portion of the Healey Street façade is the side of the narrow side of the building that fronts along Sixth Street, providing a limited area to provide windows. The other portion of the Healey Street façade, over the parking structure, provides the maximum transparency while maintaining a consistent architectural design with the remainder of the project. The other elevations in question “face” the street and therefore trigger the transparency requirement, but their setbacks of at least 70 feet results in the inability for a pedestrian at the ground level to be negatively impacted by a lack of windows. In addition, the developer has future plans to redevelop one of the adjacent sites, which would screen most of these facades in the future.

e. *Sec. 37-125.1(c)(12). Parking deck screening.* The Healey Street facing façade of the parking deck will provide partial screening at guardrail height. This height is tall enough to screen vehicle headlights from projecting out of the deck. The balance of the wall will be open to provide the building code required ventilation necessary for an open parking structure.

*Justification:* The provision of public parking offsets the screening requirement, as the public parking will be more easily located. The proposed construction materials for the walls are a patterned precast concrete panel system similar to the one used for the City-owned public parking garage in downtown.

f. *Section 37-324. Common Open Space Requirements for Major Planned Developments.* This section requires that a parcel designated as common open space of at least 6,000 square feet is conveyed to a not-for-profit corporation, guaranteed by a restrictive covenant, or dedicated to the Champaign Park District. This requirement is partially met by continuing the Boneyard Greenway and providing public access to both the Greenway and the adjacent courtyard, however the width of the proposed Greenway (10 feet) does not meet the minimum dimension for open space of 18 feet. Other common areas are dispersed throughout the development, including an interior pool and fitness area and four courtyards on the second and fifth floors.

*Justification:* Providing ground level open space in an urban environment is contrary to the goals of providing dense development that continues the building wall. The requirement to dedicate open space is partially met by this project by continuing the Boneyard Greenway and providing public access to both the Greenway and the adjacent courtyard, however the width of the proposed Greenway (10 feet) does not meet the minimum dimension for open space of 18 feet and therefore cannot be fully counted in the calculation, despite its full functionality as open space.

*g. Sec. 37-359. Required Number of parking Spaces by Use (specifically Sec. 37-359.2 Residential and Related Uses).* A reduction of 26 parking spaces is requested for the project. The zoning requirement for parking is 71 spaces for the 88 residential units. Neither the retail nor the hotel uses have a parking requirement due to their location within the Central Business District. While the project will provide a total of 176 parking spaces, 131 of those spaces are required to be accessible to the public through the Development Agreement. Therefore, as a practical matter, a total of 202 parking spaces are “required” for the project (71 residential spaces + 131 public spaces), leading to a request for a waiver of 26 parking spaces.

*Justification:* The provision of 131 public parking spaces is ample justification to reduce the parking requirement by 26 spaces.

**8. Conditions of Approval.** The following revised conditions of approval of the Preliminary/Final Planned Development Plan were recommended by the Plan Commission at their January 15, 2014, meeting:

1. The site shall be developed in substantial conformance with the attached Site Plans and Elevations.
2. The Owner agrees that failure to meet the conditions of this Planned Development may be considered a violation of the Zoning Ordinance and subject the Owner to the fines provided for in Article II of Chapter 22 of Champaign’s Municipal Code.
3. The Owner agrees to provide lighting in the parking garage that can be dimmed, directed, or controlled with cutoff or screening assemblies to minimize light spillover onto adjacent properties.
4. The Owner agrees to provide public access easements, approved by the City Engineer, over the continuation of the Boneyard Greenway and for the vehicular driveways accessing the parking garage consistent with the attached Easement Summary.
5. The Owner agrees to relocate the bicycle repair station from its current location on the Boneyard Greenway to a location on the ground floor of the parking garage that is accessible to the public. If the repair station is not visible from the Greenway, the Owner agrees to provide directional signage to the repair station that is visible from the Greenway.
6. The Owner agrees to provide a minimum of ten (10) bicycle parking spaces on the ground floor of the parking garage accessible to the public and in excess of the Zoning Ordinance requirement for bicycle parking for the development.

7. The Owner agrees to install and maintain the amenities provided within the on-site Boneyard Greenway and the adjacent courtyard.
8. The Owner agrees to maintain the proposed landscaping in compliance with Section 37-573 of the Zoning Ordinance.

**9. Plan Commission Consideration of Major Amendment to the Preliminary/Final Planned Development Plan.** On January 15, 2014, the Plan Commission voted 5-1 to recommend approval of the Major Amendment to the Preliminary/Final Planned Development Plan. Vote: Bryan, Cole, Elmore, Heumann, and Reynolds all voted “yes,” DeMuyneck voted “no,” and Dudley recused himself from the discussion due to a potential conflict of interest. No public input was given during the hearing. Since Council’s decision must be based on the evidence provided at the public hearing, the video of the public hearing should be viewed. The video of this agenda item can be viewed beginning at 2:27 at <http://vp.telvue.com/preview?id=T01169&video=182693>.

**10. Development Agreement.** With a smaller project overall and an expressed need for fewer parking spaces by the hotel, the public parking area of the garage is a larger proportion of the garage than under the previous design. This change and the increased construction costs for the project justify an updated financial pro-forma for the public parking portion of the garage, which JSM has provided.

Based on the information provided, and as the table below shows, the total expenses of the public parking spaces, including debt service, has increased due to the larger proportion of the structure occupied by the public parking. While the estimate for revenues has increased, the result is still an annual shortfall of approximately \$100,000 in the first few years rather than the \$59,000 estimated during the negotiations of the agreement. The larger initial shortfall has only a small impact on when the public parking is expected to turn a profit. Under the original estimate provided during the negotiation of the Development Agreement, JSM planned to begin repaying the offset payments around Year 13. The revised estimate shows repayment beginning at Year 14.

	<b>Estimate for Development Agreement</b>	<b>Revised Estimate</b>
Public Parking Income (annual)	\$288,200	\$367,455
Public Parking Expenses (annual), inc. debt service	\$346,396	\$467,357
Maximum annual shortfall	\$59,196	\$99,902

Due to the increased costs for the project, and in particular, the increased costs of operating and financing the public parking component of the garage, the Amended Development Agreement includes revised financial provisions. The table below summarizes the original and the proposed amended provisions.

	<b>Provisions per Original Development Agreement</b>	<b>Amended Provisions</b>
Land price	\$3.94 million	\$3.94 million
Land transaction	Lump sum	Lump sum of \$2 million, then annual payments with interest for 10 years
Cost share for Healey Street reconstruction	Lump sum of actual cost; not to exceed \$160,000	Actual cost not to exceed \$160,000, but paid through annual payments with interest for 10 years.
Public parking cost reimbursement by City	Actual shortfall; not to exceed \$60,000 annually	Actual shortfall; not to exceed \$100,000 annually; payments limited to 15 years

The proposed initial lump sum payment of \$2 million would cover the estimated costs of \$1.7 million for the City’s reconstruction of Healey Street between Fourth and Sixth Streets that is slated for completion in 2015. Reconstruction is necessary due to the poor condition of the street and should be completed before the public parking garage opens to minimize the traffic and construction impact on the public and Campustown merchants.

The remaining approximately \$300,000 from the initial payment would be allocated to the Parking Fund to help reduce the deficit that exists in that fund. Future land sale payments would draw a floating interest rate up to 4% and would be paid annually for 10 years, with a balloon payment at the end. Those payments would also be directed to the Parking Fund.

As noted by the comparisons of the original and current financial pro-formas, the estimated shortfall that results in the construction and operation of the public parking garage has increased. The Amended Development Agreement increases the reimbursement cap from \$60,000 to \$100,000 annually, but adds a clause that the City would only provide the reimbursements for up to 15 years. The revised estimates of hotel/motel tax generated have increased due to the laws of supply and demand, as providing fewer rooms yields a higher occupancy rate. The revised estimate for hotel/motel tax revenue is \$163,000 for the first year of operation and \$197,000 by the fifth year of operation, which is approximately \$18,000 - \$20,000 higher than the previous estimates based on more rooms and therefore lower occupancy rates. With the \$100,000 amended cap on the offset payments, approximately \$60,000 - \$97,000 of tax revenue should remain even after covering the shortfall. Once the garage revenues start to exceed the garage expenses, JSM would be responsible for paying the City this amount for the life of the agreement, or until the offset payments have been repaid, whichever occurs first.

The other amended provisions also address the project timeline and the developer’s cost share for the reconstruction of Healey Street between Fourth and Sixth Streets. The original agreement included a construction start date of October 1, 2013. The amended agreement sets a start date of no later than May 1, 2014. In terms of the Healey Street cost share, JSM would be responsible for up to \$160,000 of the construction costs based on the project’s frontage along Healey Street. The Amended Development Agreement permits JSM to pay that amount, with a floating interest

rate up to 4%, over the same 10-year period as the land sale payments, rather than a lump sum payment.

The amended provisions allow the project to go forward without a change to the scheduled completion date of August 2015 and without significant change to the City's financial involvement.

**F. Alternatives:**

1. Pass the Council Bills and approve the Major Amendment to the Preliminary/Final Planned Development Plan and authorize the City Manager to execute the Campus Center Development Agreement between the City and Campus Center, LLC.
2. Do not pass the Council Bills and do not approve the Major Amendment to the Preliminary/Final Planned Development Plan and do not authorize the City Manager to execute the Campus Center Development Agreement between the City and Campus Center, LLC.

**G. Discussion of Alternatives:**

**Alternative 1** approves the Major Amendment to the Preliminary/Final Planned Development and authorizes the City Manager to execute the Campus Center Development Agreement between the City and Campus Center, LLC.

**a. Advantages**

- Would result in the completion of the sale of Parking Lot J and the commencement of construction by spring 2014 and completion by August 2015.
- Would result in the first privately-owned hotel in Campustown as the franchise has already been approved.
- Recognizes the realities of increased construction cost for the entire project, and increased construction and financing costs for the public parking component of the garage.
- Would still cover the cost of reconstructing Healey Street with proceeds from the land sale.

**b. Disadvantages**

- Results in a smaller project than originally approved.

**Alternative 2** does not approve the Major Amendment to the Preliminary/Final Planned Development or authorize the City Manager to execute the Campus Center Development Agreement between the City and Campus Center, LLC.

**a. Advantages**

- Would not approve a smaller project than originally approved.

## **b. Disadvantages**

- Would be inconsistent with the direction given to staff at the December 10, 2013, Study Session.
- Would not result in the completion of the sale of Parking Lot J nor the construction completion by August 2015.
- Would not result in the construction of the first privately-owned hotel in Campustown.
- Does not recognize the realities of increased construction costs and financing costs for the public parking component of the garage.

**H. Community Input:** Previous input into the RFP process and selection of the Developer of Record has been provided at previous Study Sessions and Council meetings for approval of the Development Agreement and focused on the need to maximize public parking on the site. An opportunity for input on the approved Planned Development Plan was available at the public hearing at Plan Commission on January 16, 2013. At that meeting, an adjacent property owner asked questions about the timeline for construction and pedestrian and vehicular circulation on the site, but supported the project, and one letter was submitted in advance of the public hearing questioning the need for additional ground floor commercial space in Campustown.

Input for the amended Development Agreement was invited at the December 10, 2013, City Council Study Session, and an opportunity for input for the Major Amendment to the Preliminary/Final Planned Development Plan was provided at the January 15, 2014, public hearing at Plan Commission. Notice of that public hearing was published in the December 31, 2013, edition of the *News-Gazette* and letters have been sent to all adjacent property owners encouraging public input. A sign advertising the Major Amendment to the Preliminary/Final Planned Development was placed on the property. No input was provided at the public hearing for the amendment to the Planned Development.

**I. Budget Impact:** JSM Development will pay the City \$3.94 million to purchase the land, although the amended agreement allows \$1.94 million of that sum to be paid with interest over time. City financial involvement following the sale will be to offset an expected shortfall in the revenue generated by the public parking component of the project during the early years of operation, of up to \$100,000 per year, for up to 15 years.

The up to \$40,000 annual increase in public parking offset payments will have only a small impact on the General Fund and can be managed through the budget preparation process. The phased payments of the \$1.94 million balance after the initial \$2 million lump sum payment for the sale of the land can be considered during the staff analysis of the structural challenges faced by the Parking Fund, but would not impact the General Fund.

The City also expects to undertake a street reconstruction project of Healey Street between Sixth and Fourth Streets. The applicant will share in the cost of a portion of that project, with the developer's share being paid over time, with interest.

The reduction in the number of hotel units from 108 to 95 has a positive impact on hotel/motel tax revenues due to the higher estimated occupancy rates. The estimate for hotel/motel tax revenue for the initially-approved 108 hotel rooms was \$143,000 the first year, increasing to

\$179,000 by the fifth year of operation. The estimates for 95 hotel rooms is \$163,000 the first year and \$197,000 by the fifth year.

Reducing the number of residential units will have a negative impact on the estimated new property tax revenue, and reducing the amount of retail space will negatively impact sales tax revenue. As a City property, there are currently no sales or property tax revenue generated on the site, but approximately \$206,000 a year is generated in parking revenue from both the hourly and leased spaces.

**J. Staffing Impact:** Approximately 40 hours of staff time from Planning and Legal were spent in the review of the Planned Development application, renegotiation of the Development Agreement, and preparation of report materials.

Prepared by:

Reviewed by:

Lorrie Pearson, AICP  
Land Development Manager

Bruce A. Knight, FAICP  
Planning and Development Director

Attachment: Location Map

# PL13-0071 Planned Development Amendment Campus Center (Parking Lot J)



A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO THE  
AMENDED DEVELOPMENT AGREEMENT AND COVENANTS WITH CAMPUS  
CENTER, LLC

(located at 524-526 E. Green Street and 601 S. Sixth Street)

WHEREAS, the City and Developer wish to enter into an agreement concerning the sale and development of certain properties, commonly known as City Parking Lot J, in Champaign, Illinois; and

WHEREAS, it is the intent that the Developer develop the Parking Lot J properties for commercial, hotel, and residential uses in accordance with the terms of the Major Amendment to the Preliminary/Final Planned Development Plan which is intended to be approved contemporaneously with the approval of this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS, as follows:

**Section 1.** That the agreement attached hereto entitled “Amended Development Agreement and Covenants” including each exhibit attached thereto, is hereby approved.

**Section 2.** That the City Manager is hereby authorized to execute the agreement approved in Section 1 in substantially the same form attached and to take such actions as necessary to implement said agreement.

PASSED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO THE  
AMENDED DEVELOPMENT AGREEMENT AND COVENANTS WITH CAMPUS  
CENTER, LLC

(located at 524-526 E. Green Street and 601 S. Sixth Street)

WHEREAS, the City and Developer wish to enter into an agreement concerning the sale and development of certain properties, commonly known as City Parking Lot J, in Champaign, Illinois; and

WHEREAS, it is the intent that the Developer develop the Parking Lot J properties for commercial, hotel, and residential uses in accordance with the terms of the Major Amendment to the Preliminary/Final Planned Development Plan which is intended to be approved contemporaneously with the approval of this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS, as follows:

**Section 1.** That the agreement attached hereto entitled “Amended Development Agreement and Covenants” including each exhibit attached thereto, is hereby approved.

**Section 2.** That the City Manager is hereby authorized to execute the agreement approved in Section 1 in substantially the same form attached and to take such actions as necessary to implement said agreement.

PASSED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**AMENDED DEVELOPMENT AGREEMENT AND COVENANTS**

**between the City of Champaign and Campus Center, LLC  
for the development of Parking Lot J**

**Table of Contents**

RECITALS ..... 3

SECTION I. Definitions ..... 4

SECTION II. Responsibilities of the Developer..... 5

    A. Development of the Project. .... 5

        1. Project Site..... 5

        2. Developer to Purchase Project Site from City. .... 5

        3. Compliance with Proposal. .... 5

        4. Leadership in Energy and Environmental Design. .... 5

        5. Major Planned Development Plan Approval. .... 6

        6. Re-Plat of the Project Site..... 7

        7. Development Schedule. .... 7

        8. Administrative Extensions..... 7

        9. Infrastructure Improvements..... 8

        10. Boneyard Creek Drainage Improvements..... 10

    B. Financial Commitment..... 10

SECTION III. Responsibility of City ..... 11

    A. Conveyance of Subject Properties. .... 11

    B. Access to Subject Properties..... 11

SECTION IV. Parking ..... 12

    A. Public Parking Provision, Location, and Access ..... 12

    B. Public Parking Management ..... 12

    C. Notification and Reporting ..... 13

    D. Evaluation of the Requirement to Provide Public Parking ..... 13

    E. Public Parking Cost Reimbursement ..... 13

    F. Public Parking During Construction..... 15

SECTION V. Miscellaneous..... 15

    A. Compliance with Laws. .... 15

B. Developer’s Guarantee.....	15
C. Non-Discrimination. ....	15
D. Requirement to Solicit Competitive Pricing from Minority Owned Businesses, Female Owned Businesses, and Businesses Owned by Persons with Disabilities.....	16
E. Prevailing Wage Act.....	16
F. Non-Assignability; Transfer of Ownership.....	16
G. Default. ....	17
H. Nonwaiver.....	18
I. Insurance.....	18
J. Indemnification and Hold Harmless. ....	18
K. Applicability of Regulations and Law. ....	19
L. Broker .....	19
M. Force Majeure.....	19
N. Environmental.....	19
O. Severability .....	20
P. Merger.....	20
Q. Binding Effect.....	20
R. Time.....	20
S. Recording/Covenants.....	20
T. Notices.....	20
U. Term of the Agreement.....	21
LIST OF EXHIBITS:.....	23
EXHIBIT A: SUBJECT PROPERTIES LEGAL DESCRIPTIONS .....	24
EXHIBIT B: SUBJECT PROPERTIES DEPICTED ON COUNTY TAX MAP .....	25
EXHIBIT C: PROJECT PLANS .....	26
EXHIBIT D: CONTRACT FOR SALE OF REAL ESTATE .....	28
EXHIBIT E: PRELIMINARY LEED SCORECARD .....	47
EXHIBIT F: MULTI-USE TRAIL .....	48
EXHIBIT G: PUBLIC ALLEY TO BE VACATED AND EASEMENTS TO BE GRANTED .....	49
EXHIBIT H: GUARANTY .....	50
EXHIBIT I: CONTRACTOR’S DISCLOSURE STATEMENT .....	62

This Amended Development Agreement and Covenants amends and replaces in its entirety a Development Agreement and Covenants previously entered into by the parties hereto on April 10, 2013. This Amended Development Agreement and Covenants, hereinafter referred to as the "Agreement", is made and entered into, between the CITY OF CHAMPAIGN, ILLINOIS, A MUNICIPAL CORPORATION, together with any successor municipal corporation or public body hereafter designated by or pursuant to law, hereinafter "CITY", and CAMPUS CENTER, LLC and its successors and assigns to its interest in the Parking Lot J Development Project and the subject properties, hereinafter "DEVELOPER", on the first date it is fully executed by the parties hereto.

## **RECITALS**

### **WITNESSETH:**

WHEREAS, the City and Developer wish to enter into an agreement concerning the sale and development of properties commonly known as Parking Lot J, in Champaign, Illinois (hereinafter "Subject Properties").

WHEREAS, it is the intent that the Developer develop the subject properties for hotel, residential, and commercial uses in accordance with the terms of the Developer's Proposal and thereby serve the interest of the City by developing the site of Parking Lot J and aid in the economic redevelopment of the Campustown Area.

WHEREAS, the Developer desires that the City sell the Subject Property to the Developer in accordance with a property conveyance schedule and at prices specified in this Agreement.

WHEREAS, the City, through its City Council and after consideration of all matters, finds that the terms and conditions of this Agreement will serve to further the growth of the City, further the objectives of the City's redevelopment plans, and will promote and protect the health, safety and welfare of its residents, and is in the furtherance of the public purposes of the Act.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the City and the Developer hereby agree as follows:

## **SECTION I. Definitions**

The following definitions shall be used in this Agreement:

- A.** “Agreement” refers to this Development Agreement.
- B.** “Code” means the Champaign Municipal Code, 1985, as now or hereafter amended.
- C.** “Parking Lot J Development Project” or “Project” shall refer to the proposed development of the Subject Properties in accordance with the terms and conditions of this agreement.
- D.** “Manual of Practice” means the City of Champaign Manual of Practice, administrative regulations adopted March, 2002, pursuant to the Champaign Municipal Code, 1985, as amended, and as hereafter amended, in effect at the time of any official action.
- E.** “Major Planned Development Plan” or “Planned Development Plan” means the Major Planned Development Plan for development of the Subject Properties, approved in accordance with Article VI of the City of Champaign Zoning Ordinance.
- F.** “Real property tax” means any ad valorem tax levied on the Subject Properties collected pursuant to the Property Tax Code, Illinois Compiled Statutes, Chapter 35, Section 200/1-1, et. seq.
- G.** “Subdivision Regulations” means the regulations set forth in Chapter 31 of the Champaign Municipal Code, and the rule and regulations set forth in the Manual of Practice to implement the provisions of said Chapter 31.
- H.** “Subject Properties” are properties commonly known as the Parking Lot J site, in Champaign, Illinois, which consist of five separate parcels legally described in the attached Exhibit “A” and the area adjacent to said parcels that is currently dedicated for use as a public alley, all as shown on attached Exhibit “B”, which exhibits are by reference made a part hereof.
- I.** “Substantially complete” and “substantial completion” means the date certified by the Project architect when construction is sufficiently complete, in accordance with the construction documents, so the Developer is eligible in accordance with the City’s building and safety codes for a certificate of occupancy to legally occupy the Project as the Project is described in Exhibit “C”.

- J. “Zoning Ordinance” means the Champaign Zoning Ordinance of 1996, Chapter 37 of the Champaign Municipal Code, 1988, as amended, in effect at the time of any official action.

## **SECTION II. Responsibilities of the Developer**

In consideration of the obligations undertaken to the City in this Agreement, the Developer agrees as follows:

### **A. Development of the Project.**

#### **1. Project Site.**

The project shall be developed on the Subject Properties and shall be hereinafter referred to collectively as the “Project Site”.

#### **2. Developer to Purchase Project Site from City.**

The Developer agrees to purchase the subject properties from the City for the sum of **\$3,940,000** subject to the terms and conditions set forth in the Real Estate Contract, attached hereto and incorporated by reference herein as Exhibit “D”. The Developer shall execute Exhibit “D” and tender the same to the City which shall constitute an offer to purchase the subject properties prior to the issuance of a building permit for any construction activities on the Project Site. At any time prior to the final conveyance of the land, Developer may terminate the agreement upon the occurrence of any condition, change, or occurrence that could reasonably be expected to have a material adverse effect on the project.

#### **3. Compliance with Proposal.**

The Developer agrees to construct the Project in substantial conformity with the design plans and descriptions attached hereto and incorporated by reference herein as Exhibit “C” or the “Project Plans”, and the other terms and conditions of this agreement.

#### **4. Leadership in Energy and Environmental Design.**

The Developer agrees to construct the Project so that it is eligible for LEED certification by the Green Building Certification Institute (GBCI) at the Silver level in accordance with the GBCI’s criteria for such a classification in effect at the time of Project registration with the GBCI. Developer represents that it has thoroughly familiarized itself with the criteria GBCI currently uses to determine whether a Project qualifies for LEED certification at the Silver level, and that it has prepared a LEED for New Construction scorecard, a copy of which is attached hereto and incorporated by reference herein as Exhibit “E”.

Within sixty (60) days after issuance of a building permit for the portions of the project above grade, Developer shall submit an executed professional services agreement between the Developer and a third party firm (LEED Professional) with a demonstrated competence in managing the LEED application process. The submitted professional services agreement shall provide for professional services by the LEED Professional in support of Developer's application to GBCI in pursuit of LEED certification at a Silver level. Developer and LEED Professional will collectively act at the expected level of care to achieve LEED certification for the Project at a Silver level.

The Developer agrees to submit to the Planning Director, within three (3) years of obtaining the final occupancy permit, the LEED Certification letter by the GBCI that the project has been certified at the Silver level or above.

The City Manager may authorize an extension of the three-year deadline for submittal of the LEED Certification Letter for up to six (6) months upon a showing by the Developer that processes or events outside of the direct and sole control of the Developer would result in the inability to obtain certification by the GBCI within the original three (3) year timeframe.

Developer's responsibility for submittal of the LEED Certification Letter shall be eliminated should, during the course of certification process, GBCI materially revises its criteria for certification at the Silver level and said revisions prevent the Project as constructed from qualifying for said certification, or should events outside of the direct and sole control of the Developer or any subcontractors employed by the Developer result in the inability to obtain certification by the GBCI.

##### **5. Major Planned Development Plan Approval.**

Developer agrees and understands that as it is proposed in the Agreement, the Project does not comply with several development requirements for the zoning districts that include the Project Site, the Central Business and Campus Commercial Overlay districts.

In order to achieve the necessary zoning approval for the Project, including necessary waivers from compliance with the unmet zoning requirements, Developer has obtained the City's approval of the Project Plans as a Preliminary Major Planned Development Plan for the Project prior to or contemporaneously with the City's approval of this Agreement. In addition to complying with the terms and conditions of this Agreement, Developer must also construct the project in compliance with the terms and conditions of the Major Planned Development Plan approval referenced above or any amendment to that Major Planned Development Plan that has been approved in accordance with the applicable provisions of the Zoning Ordinance.

**6. Re-Plat of the Project Site**

Developer agrees that prior to conveyance of the Project Site and prior to applying for any permit to commence construction of the Project, Developer, with all necessary cooperation of City will obtain all approvals required for a re-plat of the Project Site under the City’s Subdivision regulations for the following purposes:

- a. Combining the existing lots into a single platted lot that includes the entirety of the Project site;
- b. Identifying the location and dimensions of permanent public easements which will be reserved by the City at the time of conveyance of the properties comprising the Project Site to the Developer, and which will provide for the use, maintenance and repair of existing stormwater drainage facilities in the Boneyard Creek corridor on the Project Site, and the use, maintenance and repair of a multi-use trail that will be constructed by Developer as part of the Project, in the manner described below.
- c. Identifying the location and dimensions of a private refuse and recyclable material storage area easement which will be granted by the City to the current owners of the business located at 522 East Green Street concurrently with the conveyance of the Project Site by the City to the Developer.
- d. Identifying the location and dimensions of the public alley which will be vacated by the City as described in Section III below.

**7. Development Schedule.**

Developer shall start construction of and substantially complete construction of the Project on or before the dates provided in the following schedule:

<u>Start of Construction</u>	<u>Substantial Completion Date</u>
May 1, 2014	August 31, 2015

**8. Administrative Extensions.**

The City Manager may authorize revisions to the schedule provided herein that do not extend the life of the project by more than five (5) months for start of construction and one (1) year for substantial completion upon a showing by the Developer that one or more of the following criteria have been met:

- a. Finalization of flood plain revisions delays the permit process or financing effort which result in the Developer’s reasonable assessment that achieving an August 2015 completion is uncertain.
- b. The timing of the hotel franchise approval process results in delays in the project planning or financing effort which result in the Developer’s reasonable assessment that achieving an August 2015 completion is uncertain.

- c. Unforeseen site conditions which result in the Developer's reasonable assessment that achieving an August 2015 completion is uncertain.
- d. Any other processes or events outside of the direct and sole control of the Developer which result in the Developer's reasonable assessment that achieving an August 2015 completion is uncertain.

## **9. Infrastructure Improvements.**

### **a. Healey Street.**

The Developer understands that the City will be procuring the services of a contractor to reconstruct one block of Healey Street from the end of the radius returns for the west leg of the Fifth Street and Healey Street intersection to the end of the radius returns for the east leg of the Sixth Street and Healey Street intersection, with the work substantially complete to allow vehicular access to the parking garage by the date Developer is issued a Certificate of Occupancy for the Project (except in the case that an Administrative Extension is granted to the Developer pursuant to paragraph 8 above, which would result in an equal extension to the Healey Street reconstruction project), and that the resulting improvements of said reconstruction are designed in part to accommodate and enhance access to the completed Project. Said reconstruction of Healey Street shall include removal of the existing brick street and curbs, construction of new 8-inch thick, 28-foot wide (measured from back of curb to back of curb) portland cement concrete street pavement and streetscape improvements and may include removal of on-street parking if needed to accommodate delivery truck access to the Project Site. The Developer shall be required to reimburse the City for a portion of the actual costs incurred by the City for the design and construction of said Healey Street reconstruction, calculated by 1) measuring the linear distance from the westernmost property line of the Project Site to the end of the radius returns for the east leg of the Sixth Street and Healey Street intersection, then 2) dividing that distance by the total linear distance from the end of the radius returns for the west leg of the Fifth Street and Healey Street intersection to the end of the radius returns for the east leg of the Sixth Street and Healey Street intersection, 3) multiplying the result by 50%, and 4) multiplying that result by the total design and construction costs for the one-block Healey Street reconstruction project provided that said reimbursement amount shall not exceed \$160,000. Said sum shall bear interest at the rate determined as set forth herein beginning the date the Developer receives its Final Certificate of Occupancy. Said balance shall be amortized over a twenty five (25) year period and shall be paid in annual installments. The first installment shall be due and payable on the first anniversary date of Developer's receipt of its final certificate of occupancy and annually thereafter until

the tenth anniversary date of Developer's receipt of its Final Certificate of Occupancy at which time the total balance of principal and interest shall be due and payable in full. Developer may make prepayments in any amount at any time without premium or penalty. The interest rate applicable to each payment shall be determined as of the due date of each payment and shall be equal to the average of the end of the day rates for ten (10) year treasury notes for the previous twelve (12) month period plus one hundred (100) basis points. In no event shall said interest rate exceed four (4) percent per annum. The amount of each annual payment shall be determined using said interest rate and the aforesaid twenty five (25) year amortization period shall begin the date the Developer receives its Final Certificate of Occupancy.

**b. Sixth Street.**

The Developer agrees that any reconfiguration of the streetscape or on-street parking along the Project Site's Sixth Street frontage shall be consistent with the Major Planned Development Plan and is the responsibility of the Developer to construct, at Developer's sole expense, and to notify the City fifteen (15) days in advance of construction activities to allow removal of the parking meters.

**c. Multi-Use Trail.**

Developer shall construct a multi-use trail on the Project Site, for the purpose of linking the existing multi-use trail to the west of the Project Site to the public right-of-way on Sixth Street. The multi-use trail shall be constructed in the location and according to the dimensions and design features shown on Exhibit "F" attached hereto and incorporated by reference herein. Construction of the multi-use trail shall also be in accordance with Chapter 11, Sidewalk Standards, of the Manual of Practice.

Developer, in the course of constructing the public multi-use trail improvements referenced above, shall exercise due care to avoid any damage to existing Boneyard Creek drainage improvements in or proximate to the site of construction. Developer shall repair any and all damage caused to said Boneyard Creek drainage improvements as a result of its construction of the public access drive or public multi-use trail at no cost to the City.

Once constructed, Developer shall be solely responsible, at Developer's sole expense, for maintaining the improvements constituting the public multi-use trail described above to insure the publics' continuing unimpeded, safe use of said multi-use trail. Notwithstanding the forgoing, in the event Developer shall fail to properly perform its maintenance responsibilities with regard to said public multi-use trail, City may provide written notice of a default on this responsibility to Developer, specifying the

nature of the work to be performed to meet said maintenance responsibility, and directing the Developer to cure said default by a reasonable date certain, not less than thirty days after of delivery of said notice, provided that the date certain for curing said default may be less than thirty days from the date of notice if the condition resulting from the failure to perform required maintenance poses an imminent danger to the public. Failure of the Developer to cure said default by the deadline provided in said notice shall entitle the City to perform the required maintenance itself and charge the Developer for all costs incurred by the City to do so, provided that if the Developer demonstrates to the City prior to that deadline that the breach by its nature cannot be cured within that time period and that Developer has commenced and is exercising due diligence towards accomplishing said cure, then the City shall forgo performing the required maintenance for as long as Developer continues to demonstrate said due diligence.. Developer shall reimburse the City for such incurred costs within sixty (60) days of receipt of written request for said reimbursement.

#### **10. Boneyard Creek Drainage Improvements.**

Developer, in the course of constructing any portion of the project, shall exercise due care to avoid any damage to existing Boneyard Creek drainage improvements in or proximate to the site of construction. Developer shall repair any and all damage proximately caused to said Boneyard Creek drainage improvements by project construction activities of Developer or Developer's agents, restoring said damaged drainage improvements to a condition equal to or better than existed just prior to said damage, within 60 days of receipt of written direction to do so from the City Engineer, at no cost to the City, provided that if Developer demonstrates to the City, prior to the expiration of said 60-day period, that despite having exercised due diligence to commence and prosecute the necessary work to restore the damaged improvements, it will be unable to complete the work within that time period, then Developer shall be deemed not to have defaulted on this responsibility for as long as it continues to demonstrate due diligence in prosecuting the necessary work.

#### **B. Financial Commitment.**

Developer shall deliver or cause to be delivered to City evidence, in form and content reasonably acceptable to City, as a condition precedent to the conveyance to it of title to the Subject Property, a financial commitment demonstrating that Developer has arranged financing to complete all of its undertakings related to the Project, which evidence shall be in the form of subparagraph 1 or 2 and, as necessary to complete the financing of the Project, subparagraph 3 below. Those acceptable forms of financial commitment include the following:

1. A commitment for first mortgage financing issued by a bank or other financial institution regularly engaged in the business of financing real estate development

projects, subject only to such conditions precedent as are usual and customary in the industry.

2. A commitment for mezzanine financing issued by a bank or other financial institution regularly engaged in the business of mezzanine financing of real estate development projects, subject only to such conditions precedent as are usual and customary in the industry.
3. Equity financing in sufficient amount to cover the Project costs that are not covered by the financing in subparagraph 1 or 2 above.

There shall be submitted by the Developer, with the above submissions, an owner's statement customarily required by financial institutions setting forth its forecasts of all of the elements of cost and the aggregate cost to complete the Phase then being undertaken. The aggregate of 1, 2 and 3, above, shall be sufficient to cover all of the cost reflected in the owner's statement.

### **SECTION III. Responsibility of City**

#### **A. Conveyance of Subject Properties.**

The City will convey good and merchantable title to Subject Properties to the Developer for the purchase price of **\$3,940,000** within twenty-one days of City's receipt of said Contract for the Sale of Real Estate, executed by the Developer, subject to the terms and conditions set forth in a Contract for the Sale of Real Estate, in substantially the form attached hereto and incorporated by reference herein as Exhibit "D", including but not limited to the reservation by City of permanent public easements for Boneyard Creek stormwater drainage facilities on the site, for public access from Healey Street to all parking spaces in the Parking Deck that are, in accordance with the terms of this Agreement, to be reserved for public use, and for a public mixed-use trail. The closing on said conveyance shall occur within 21 days of City's receipt of said Contract for the Sale of Real Estate, executed by the Developer. Within five business days of receipt of said Real Estate Sales Agreement executed by the Developer, the City shall return a copy thereof, executed by the City, to the Developer. The City shall, prior to closing on said conveyance, take all necessary legal action to vacate the public alley currently located on the Project site in the manner provided in Exhibit "G" and remove the two (2) parking paystation machines located on the Project site.

#### **B. Access to Subject Properties.**

The Developer shall be allowed, upon execution of this Agreement by both parties, to access Properties to perform tests, including but not limited to soil testing, environmental testing, geotechnical testing, surveying, and test pits. Developer shall give the City Public Works Director ten (10) working days written notice prior to entering those properties. Developer

shall use best efforts through scheduling to minimize disruption to lessees of those parking spaces and at no time may prevent reasonable use of more than five (5) parking spaces at any one time.

If Developer's access and testing as provided herein blocks or interrupts the use of parking spaces in an operating parking lot by persons leasing or otherwise paying the City for the use of the same, the parties agree that the City, to the extent possible, shall assign the use of other parking spaces in the operating parking lot on the Subject Properties that are not then leased or otherwise reserved for other persons at that time. To the extent that other parking spaces are not available for that purpose, Developer shall use its best efforts to provide, at no additional cost to the persons leasing or otherwise paying for parking spaces in question, parking spaces substantially equivalent in size and design, on property owned or managed by the Developer within two (2) blocks of the Subject Property. If those entitled to use said unavailable parking spaces cannot be accommodated as is otherwise provided herein, then Developer shall reimburse the City, within thirty days of receiving written notification thereof, the lost revenue to the City of said interruption.

As applicable, Developer shall restore the property upon which said tests are performed to the same or better condition that existed just prior to said testing, within three (3) days of the completion of said testing.

#### **SECTION IV. Parking**

##### **A. Public Parking Provision, Location, and Access**

The Developer agrees to provide a minimum of 131 public parking spaces on the lowest levels of the parking structure that are available to the general public. Said public parking spaces shall be available for public use 24 hours a day, seven days a week, for short-term parking, except as otherwise provided herein. The Developer agrees to provide access to and from those required parking spaces from any driveways or other access drives.

##### **B. Public Parking Management**

The Developer, shall own, and shall be solely responsible for operating, maintaining and managing the parking structure, including the public parking spaces. The Developer shall be responsible for establishing a rate structure for the public parking spaces. The City agrees to include information about the hourly public parking spaces in future public parking informational and marketing materials until such time, if applicable, when public parking is no longer required to be provided.

### **C. Notification and Reporting**

The Developer shall provide the Public Works Director written notification thirty (30) days prior to a planned rate change for the short-term public parking when the rate change is planned to be in effect for a week or more.

The Developer agrees to submit to the Public Works Director by January 31 of each year a report that documents the parking occupancy and parking rates for the prior calendar year, and is categorized by month for each of the three parking components: short-term public parking, hotel parking, and leased parking.

### **D. Evaluation of the Requirement to Provide Public Parking**

The Developer and the City agree that the requirement to provide 131 public parking spaces may be evaluated at the Developer's request approximately ten (10) years and twenty (20) years after construction of the Project and prior to the expiration of this agreement. The process to evaluate the requirement shall include the following steps:

1. The Developer shall submit a report to the Public Works Director by January 31, 2024, of the occupancy of the public parking component of the parking garage during October 2023. The report shall include the peak occupancy for public parking for each weekday and the average of the peak occupancies for each week of that month.
2. The Public Works Director shall review the October 2023 data and compare it to trends demonstrated in prior annual reports. If the peak occupancies shown in the October 2023 report are generally consistent with trends demonstrated by the annual reports, the number of public parking spaces required in this Section may be reduced to the October 2023 weekly average peak occupancy upon repayment of the Public Parking Cost Reimbursement for the proportional number of parking spaces released.
3. The same process shall be repeated for October 2033 data prior to expiration of this agreement, except that the repayment of the Public Parking Cost Reimbursement shall not be required.

### **E. Public Parking Cost Reimbursement**

Developer and City agree that the 131 public parking spaces provided in the Project's parking structure should be, to the extent possible, cost neutral to both parties over the term of the Agreement. The Parties also acknowledge that in the early years of the Agreement, the expenses of providing said parking spaces will likely exceed revenues generated by said spaces, and in the latter years of the Agreement revenues generated by said parking spaces will likely exceed the expenses of providing said spaces. The amount in any calendar year that the expenses of providing said parking spaces exceed the revenues generated by said spaces in that year shall hereinafter be referred to as a "net public parking expense". The amount in any calendar year that the revenues generated by said parking space exceeds the expenses of providing said spaces shall hereinafter be referred to as the "net public parking revenue". The City will reimburse the Developer for the entire amount of any net public

parking expense for any calendar year in an amount not to exceed \$100,000 for that calendar year. Said reimbursement payment shall consist of one lump sum payment made by the City to the Developer for each calendar year of net parking expense, and shall hereinafter be referred to as a "Public Parking Offset Payment." If the amount of net public parking expense in any calendar year exceeds \$100,000, the amount above \$100,000 will be deemed to be a public parking expense for the following year for purposes of calculating the payments required in this Paragraph E.

The Developer shall be required to reimburse the City for previously made Public Parking Offset Payments from net public parking revenues the Developer realizes in any calendar year to the extent of said net public parking revenues and the extent of the outstanding balance due for said Public Parking Offset Payment reimbursements. The outstanding balance due to the City at any time during the term of this Agreement for said Public Parking Offset Payment reimbursements shall include interest on the balance due calculated at the rate of five percent per annum. If the balance due for reimbursement of the City for previously made Public Parking Offset Payments, including interest, is reduced to zero from net parking revenues from any calendar year, the Developer will have no further obligation for reimbursement of said Public Parking Offset Payments. In no event shall the City be obligated to make in excess of fifteen (15) annual Public Parking Offset Payments.

If the Developer reduces the number of public parking spaces available in the Project's parking structure pursuant to the City's approval of said reduction as provided for in Paragraph D, Evaluation of the Requirement to Provide Public Parking, above, then the methods of calculating the expenses and revenues from public parking shall be modified accordingly to recognize that reduction for purposes of determining the amount of any Public Parking Offset Payments otherwise due from the City to the Developer, or reimbursement payments otherwise due from Developer to the City for previously made Public Parking Offset Payments. All provisions for making Parking Offset Payments by the City and reimbursement payments by the Developer, cease at the end of the term of this agreement.

Developer shall submit to the City by March 1 of each calendar year, an accounting of the expenses and revenues of operating the 131 public parking spaces located in the Project's parking structure for the previous calendar year. The accounting shall include revenues and expenses for the public parking spaces. Revenues shall include gross receipts from hourly parking space use, gross receipts from public leased parking, gross receipts from special event parking, and interest earned on cash operating accounts, in the event said receipts are in fact deposited into an interest bearing cash operating account. Permitted expenses may include the pro rata portions of the following general expenses: debt financing payments on the parking structure; operating maintenance labor costs; scheduled repairs and replacements of common equipment; operating supplies; inspections; professional services (e.g. legal and accounting services); security; marketing; operating permits and approvals; utilities; snow removal at the Healey Street entrance/exit; insurance premiums; real estate taxes and special

assessments; federal, state, and local taxes and fees; management labor costs; and bank service fees. For the purposes of this paragraph E, the term “pro rata portion” shall mean the percentage of the total number of parking spaces in the Project’s parking structure that qualify as public parking spaces as defined herein. Permitted expenses that are directly attributable to the public parking spaces may include: insurance claims, scheduled repairs and replacements, public parking transactional expenses (such as credit card service fees, bad debts, collection costs), and accrued interest incurred by the Developer required by this Section E. The same pro rata portions shall be used to calculate net public parking revenues and net public parking expenses. Any change to the pro rata portions must be approved in writing by both parties to this agreement before such pro rata portions may be used in the calculations of net parking revenues and expenses.

The City’s Public Parking Offset payments to the Developer and Developer’s reimbursement payments to the City for previously made Public Parking Offset Payments as applicable for a given calendar year shall be due and payable within sixty (60) days of the receipt by the City of the accounting required in the previous paragraph.

**F. Public Parking During Construction**

The Developer agrees to develop and implement a marketing plan to notify residents, employees, and visitors to Campustown of locations of short-term public parking spaces during the period between closure of the Parking Lot J and the day operation of the parking structure commences. The marketing plan shall include locations for a minimum of ninety (90) short-term public parking spaces within 600 feet of the current Parking Lot J perimeter.

**SECTION V. Miscellaneous**

**A. Compliance with Laws.**

Developer shall comply with all City, State and Federal laws relating to Project. Nothing contained herein shall be deemed a waiver or authorization to proceed or perform any action contrary thereto.

**B. Developer’s Guarantee.**

Developer’s performance of its obligations and responsibilities set forth in this Agreement is hereby guaranteed by Campus Center, LLC, a Limited Liability Company duly incorporated in the state of Illinois, in accordance with the terms and conditions of a corporation guarantee, attached hereto and incorporated by reference herein as Exhibit “H”.

**C. Non-Discrimination.**

Developer agrees not to discriminate in providing employment opportunities for work on the Project in violation of federal, state, or local laws or regulations, including, with respect to local laws, the provisions of Chapter 17 of the Champaign Municipal Code regarding

employment opportunities, and including discrimination upon the basis of race, color, religion, sex, national origin, creed, age, marital status, physical or mental handicap, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, or source of income of any individual in the sale, lease or rental, or in the use or occupancy of the Subject Properties or any improvements erected or to be erected thereon or any part thereof.

**D. Requirement to Solicit Competitive Pricing from Minority Owned Businesses, Female Owned Businesses, and Businesses Owned by Persons with Disabilities.**

Developer agrees that during the construction phase of the Project, Developer will make commercially reasonable efforts to solicit competitive pricing from qualified subcontractors located within Champaign County that meet the definition of a minority owned business, a female owned business, or a businesses owned by a person with a disability as those terms are defined in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq with the goal of awarding a minimum of ten percent (10%) of the total dollar amount of bids awarded to subcontractors to businesses qualifying as a minority owned business and a minimum of five percent (5%) of the total dollar amount of bids awarded to subcontractors to businesses qualifying as a female owned business and/or a business owned by a person with a disability. The Developer shall provide the City with documentation that demonstrates that said minimum bid award goals have been met, or, in the alternative, that demonstrates that the Developer has made a good faith effort to meet those goals.

Developer further agrees that during the construction phase of the Project, Developer will make commercially reasonable efforts to solicit competitive pricing from qualified contractors and subcontractors that employ minorities as defined by 30 Illinois Compiled Statutes 575/2(A)(1).

**E. Prevailing Wage Act.**

Developer agrees to comply with the Prevailing Wage Act where applicable.

**F. Non-Assignability; Transfer of Ownership.**

Developer covenants that it will not attempt to assign or transfer its rights or obligations under this Agreement prior to completion of the Project, without prior written approval by the City Manager on behalf of the City. Notwithstanding the forgoing, nothing in this Agreement shall prevent the sale or transfer of any shares nor L.L.C. interests in any of the L.L.C.s which constitute the Developer in this Agreement without approval of the City unless the sale or transfer of said shares or L.L.C. interests effects a change in the management of the L.L.C. in question or a substantial change in control of said L.L.C.

If there is a change of ownership of the property within two years after the completion of the Project, such that the managing agent of the ownership or more than fifty percent (50%) of the equity ownership in said property changes, the Developer shall provide written notice of the identity and address of the new Owner to the City. The Affidavit attached hereto as Exhibit "I" entitled "Contractor's Disclosure Statement" represents the most current information relative to the Developer. Developer shall provide the City with a revised Contractor's Disclosure Statement within seven business days of any changes to any of the information contained therein.

**G. Default.**

A Default under this Agreement shall occur if (a) a Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, (b) such failure is not excused by any provision of this Agreement, and (c) such failure continues for a period of twenty-eight (28) days following receipt of written notice from the non-breaching Party. If the breach by its nature cannot be cured within twenty-eight (28) days and the breaching Party within that time has commenced its cure, there shall be no Default as long as the Party diligently continues such cure to completion.

Material default by a party to this Contract shall entitle the non-defaulting party to actual damages, reasonable costs, attorney's fees and expenses incurred by reason of the breach of this Contract or, at the non-defaulting party's election, specific performance. Consequential damages shall not be recoverable and are expressly excluded from this agreement.

If the Developer materially breaches any of the terms and conditions herein, and the Developer has failed to cure said default in accordance with the requirements of this Agreement, the City may, at its sole discretion, require that the Developer, or any successor in interest to the property conveyed under this agreement, convey the property back to the City, in accordance with the terms and conditions set forth in the real estate contract attached hereto, including the purchase price, except as provided in this section.

The City, as a condition of said conveyance of the Property back to the City, may, in its sole discretion, elect one of the following:

To receive a credit against the purchase price set forth therein for the estimated costs of returning the property to its condition at the time of conveyance to the Developer, including the estimated cost of demolishing and completely removing any improvements that have been constructed by the Developer on the property and the estimated cost of reconstructing the parking lot to a standard and condition that existed at the time of the conveyance of the property to the Developer. For the purposes the election of this remedy, estimation of anticipated costs of returning the property to its condition at the time of conveyance to the Developer shall be based on the lowest responsible bid received by the City for the demolition and reconstruction work in question pursuant to a competitive bid process performed in accordance with the City's purchasing ordinance; or

To obtain from Developer possession and all rights to all building plans and other design drawings prepared for the Project.

This provision shall be specifically enforceable. The City may exercise this option to repurchase by providing written notice to the Developer of its exercise. Such conveyance shall be made within 28 days of the written request of the City.

**H. Nonwaiver.**

No waiver made by either party with respect to the performance, nor manner or time thereof, or any obligation of the other party or consideration to its own obligation under the Agreement shall be considered a waiver of any rights by the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and only to the extent thereof, nor a waiver in any respect in regard to any other rights of the party making the waiver or any obligations of the other party.

**I. Insurance.**

Developer shall maintain the following types of insurance with companies qualified to do business in Illinois, rated A- VIII or better in the current A.M. Best key rating guide. Prior to commencing work under this contract, Developer shall provide the City with insurance certificates evidencing such coverage.

**Commercial general liability insurance (CGL)** Developer shall maintain CGL with a limit of not less than \$1,000,000 each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract. The City of Champaign, its officers and employees shall be included as insured under the CGL, using ISO additional insured endorsement 20 26 or substitute providing equivalent coverage. The insurance shall apply as primary insurance with respect to any other insurance or self insurance programs afforded to the City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract

**J. Indemnification and Hold Harmless.**

To the fullest extent allowed by law, Developer shall indemnify and save harmless the City and its employees against any and all damage to property or injuries to or death of any person

or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same, including costs and attorneys fees, of or by anyone whomsoever in any way resulting from or arising out of the operations of the Developer or Developer's employees or subcontractors, and acts or omissions of employees or agents of the Developer or subcontractors, unless caused solely by the City, its officers or employees.

Insurance coverage specified in these General Conditions shall in no way lessen or limit the liability of Developer under the terms of this Agreement. Developer may procure and maintain at Developer's own cost and expense, any additional kinds and amount of insurance that, in the Developer's own judgment, may be necessary for the Developer's proper protection in the performance of this Agreement.

To the fullest extent allowed by law, City shall indemnify and save harmless the Developer and its employees against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents of the Developer, and shall defend, indemnify and save harmless the Developer from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same, including costs and attorneys fees, of or by anyone whomsoever in any way resulting from or arising out of the operations of the City or City's employees or subcontractors, and acts or omissions of employees or agents of the City or subcontractors, unless caused solely by the Developer, its officers or employees.

**K. Applicability of Regulations and Law.**

Except as otherwise provided herein, this Agreement shall not be construed to weaken the applicability of any laws, resolutions or ordinances to the subject properties or the Developer.

**L. Broker.**

Developer and City represent that they have not dealt with or retained any real estate brokers in the connection with the sale and purchase of the property.

**M. Force Majeure.**

The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riots, civil disturbance, sabotage, economic declines and strikes.

**N. Environmental.**

Seller has no direct knowledge of nor has it received any notifications from the Illinois Environmental Protection Agency, the United States Environmental Protection Agency, or any other agency charged with protection of the environment about any environmental hazards on the Property. Seller contracted with Foth Infrastructure and Environment, LLC of Champaign, Illinois to perform an environmental assessment of the property, which assessment resulted in issuance of a written report dated June 14, 2012, and Buyer acknowledges that Seller has provided it with a copy of said report and Buyer is familiar with the contents thereof.

**O. Severability.**

If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.

**P. Merger.**

This instrument contains all the terms and conditions relating to the agreement of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.

**Q. Binding Effect.**

This Agreement shall be binding upon the parties, their heirs, successors, and assigns.

**R. Time.**

The parties agree that time is of the essence to the performance by both parties of the terms and conditions of this Agreement.

**S. Recording/Covenants.**

The parties intend this Agreement to be recorded in the Office of the Champaign County Recorder. They further intend that the provisions and covenants of this Agreement “run with the land” with release after complete performance by the Developer of its obligations undertaken pursuant to this Agreement.

**T. Notices.**

Any notices under this Agreement shall be sent and be effective the day of mailing via certified mail, and first class upon, or upon personal service to the following parties or any other parties as designated in writing:

For the City:                      City of Champaign  
   Attention: City Manager and City Attorney  
   102 North Neil Street  
   Champaign, IL 61820

For the Developer: Campus Center, LLC  
Attention: Managing Member  
505 S. Fifth Street  
Champaign, IL 61820

**U. Term of the Agreement.**

Unless otherwise expressly stated herein, the term of this Agreement shall be for a period of twenty years, commencing on the first day the Agreement is fully executed by the parties hereto.

IN WITNESS WHEREOF, the City and the Developer execute this Agreement as of the day and year first written above.

DEVELOPER:

CITY:

CAMPUS CENTER, LLC

CITY OF CHAMPAIGN, ILLINOIS  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, known personally to me and also known to me to be the person whose name is subscribed to the foregoing Development Agreement and Covenants, appeared before me this day in person and acknowledged that, in his/her capacity of Member of Campus Center, LLC, he/she signed, sealed and delivered the

Development Agreement and Covenants as his/her free and voluntary act and as the free and voluntary act of Campus Center, LLC for the uses and purposes therein set forth.

Given under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

My commission expires:\_\_\_\_\_

STATE OF ILLINOIS )

) ss.

COUNTY OF CHAMPAIGN )

I, the undersigned Notary Public, in and for the County of Champaign, State of Illinois, DO HEREBY CERTIFY that Dorothy Ann David and Marilyn L. Banks, personally known to me to be the City Manager and City Clerk, respectively, of the City of Champaign, and personally known to me to be the persons whose names are subscribed to the foregoing Development Agreement and Covenants, appeared before me this day in person and acknowledged that they signed, sealed and delivered said Development Agreement and Covenants as their free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the City Council of the City of Champaign, Illinois.

Given under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

My commission expires:\_\_\_\_\_

**LIST OF EXHIBITS:**

- A. Subject Properties Legal Descriptions
- B. Subject Properties Depicted on County Tax Map
- C. Project Plans
- D. Contract for Sale of Real Estate
- E. Preliminary LEED Scorecard
- F. Multi-Use Trail
- G. Public Alley to be Vacated and Easements to be Granted
- H. Guaranty
- I. Contractor's Disclosure Statement

**EXHIBIT A: SUBJECT PROPERTIES LEGAL DESCRIPTIONS**

Tracts of land located in the east half of the northwest quarter of Section 18, Township 19 North, Range 8 East of the 3<sup>rd</sup> Principal Meridian, Champaign County, Illinois more particularly described as follows...

Tract 1:

All of Lot 11 and the east 33 feet of Lot 10 of Block 8 of a subdivision of Blocks 5, 7, 8 and 9 of J. S. Wright's Addition to the City of Champaign

and

Tract 2:

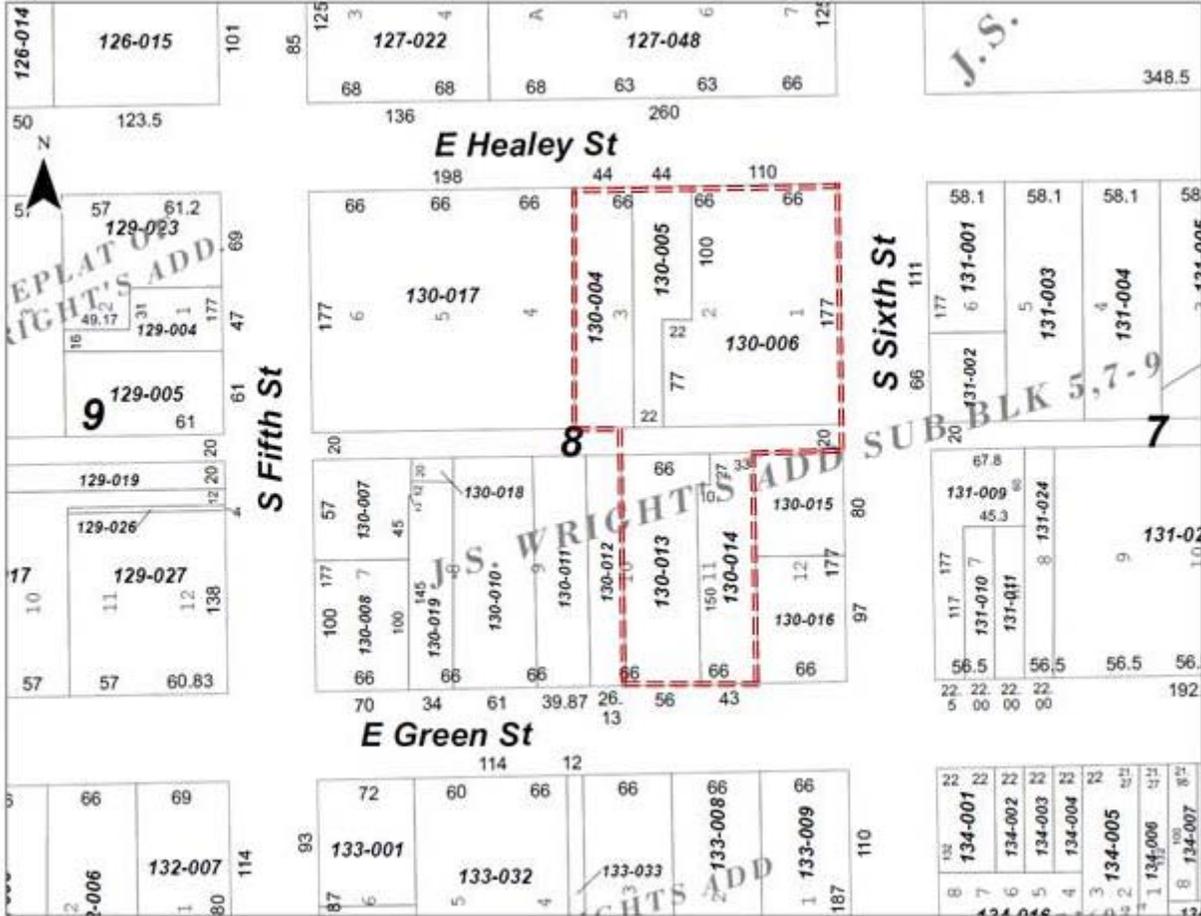
Lots 1, 2 and 3 of Block 8 of a subdivision of Blocks 5, 7, 8 and 9 of J. S. Wright's Addition to the City of Champaign including the east 165 feet of a 20 foot wide public alley lying adjacent to and south of said lots 1, 2 and 3 of Block 8 of a subdivision of Blocks 5, 7 8 and 9 of J. S. Wright's Addition.

Common Street Addresses: 524-526 East Green Street and 601 S. Sixth Street

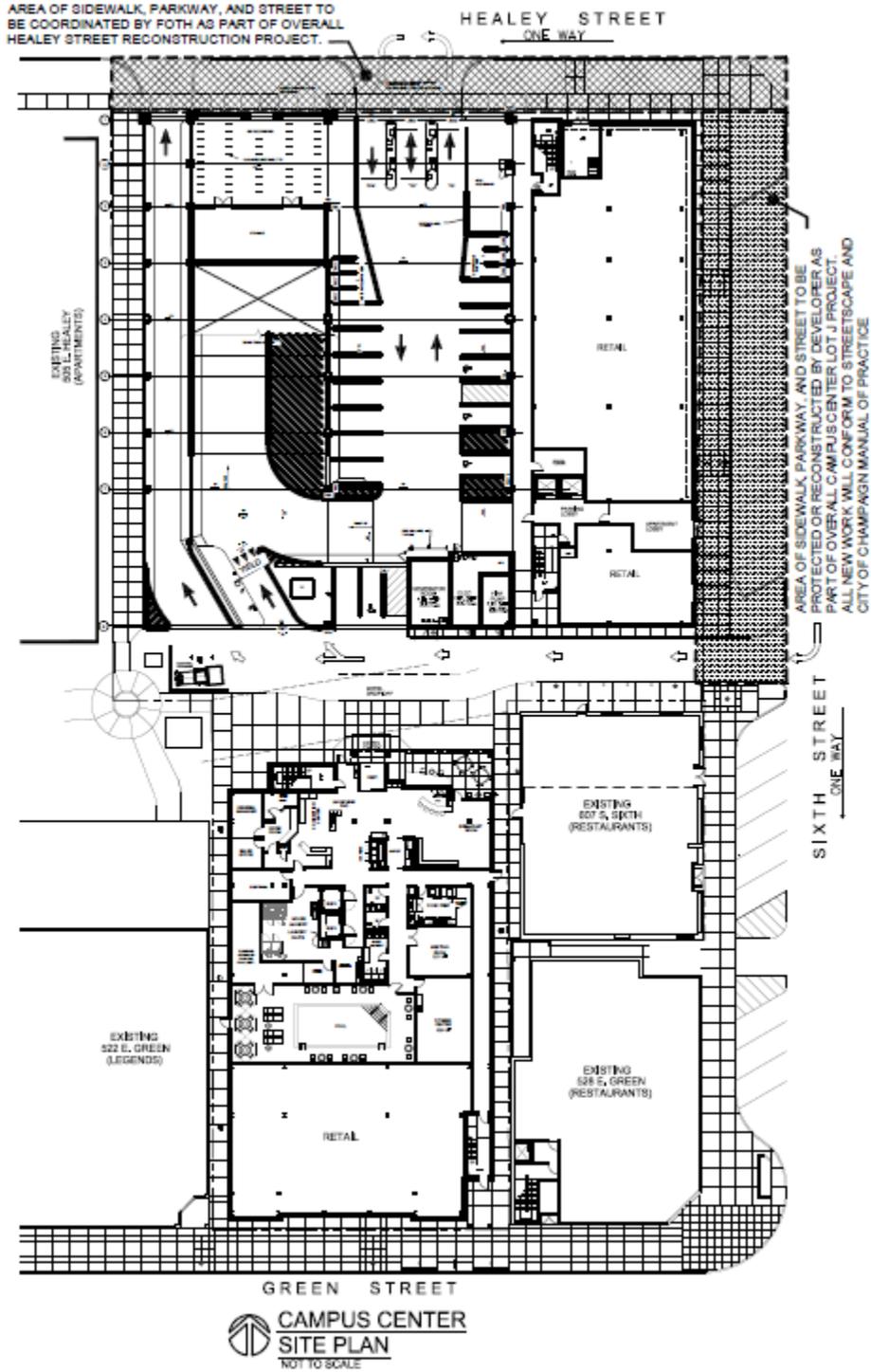
Tract 1 PINs: 46-21-18-130-013 and 46-21-18-130-014

Tract 2 PINs: 46-21-18-130-004, 46-1-21-18-130-005 and 46-21-18-130-006

**EXHIBIT B: SUBJECT PROPERTIES DEPICTED ON COUNTY TAX MAP**



## EXHIBIT C: PROJECT PLANS





## **EXHIBIT D: CONTRACT FOR SALE OF REAL ESTATE**

THIS IS AN AGREEMENT, made as of the first day it is fully executed by the parties hereto, by and between the City of Champaign, Illinois, a municipal corporation, (“Seller”) and Campus Center, L.L.C , an Illinois Limited Liability Company, ("Buyer").

### **RECITALS**

WHEREAS, Seller is the owner of record of the real estate consisting of the parcels of real estate described in Exhibit “A” attached hereto and incorporated by reference herein, and any improvements thereon and appurtenances thereto, including but not limited to a public parking lot and various drainage improvements along the Boneyard Creek, which shall collectively hereinafter be referred to as the “Property”; and

WHEREAS, the Seller agrees to sell the Property to the Buyer and the Buyer agree to buy the Property upon the terms and conditions set forth in this Agreement; and

WHEREAS, the parties have entered into a Development Agreement, hereinafter referred to as the “Development Agreement”, setting forth the terms and conditions of the redevelopment of the Property by the Buyer with a mixed use commercial building and a parking deck structure, hereinafter referred to as the “Project”, which Development Agreement was approved by the Seller on \_\_\_\_\_, 2014 in Council Bill 2014-\_\_\_\_\_.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the Seller and Buyer by virtue of the execution of this contract, the Seller and the Buyer hereby covenant and agree as follows:

Section 1. Mutual Covenants. Seller agrees to sell and Buyer agrees to purchase the Property.

Section 2. Purchase Price. The Buyer agrees to pay to Seller for the Property, the total sum of \$3,940,000 to be adjusted by prorations and credits allowed the parties by this Contract. \$2,000,000 less the prorations and credits allowed the parties by this Contract shall be paid by Buyer to Seller at the time of closing. The remaining balance of \$1,940,000 shall bear interest at the rate determined as set forth herein beginning the date the Developer receives its Final Certificate of Occupancy. Said balance shall be amortized over a twenty five (25) year period and shall be paid in annual installments. The first installment shall be due and payable on the first anniversary date of Developer's receipt of its final certificate of occupancy and annually thereafter until the tenth anniversary date of Developer's receipt of its Final Certificate of Occupancy at which time the total balance of principal and interest shall be due and payable in full. Developer may make prepayments in any amount at any time without premium or penalty. The interest rate applicable to each payment shall be determined as of the due date of each payment and shall be equal to the average of the end of the day rates for ten (10) year treasury notes for the previous twelve (12) month period plus one hundred (100) basis points. In no event shall said interest rate exceed four (4) percent per annum. The amount of each annual payment shall be determined using said interest rate and the aforesaid twenty five (25) year amortization period shall begin the date the Developer receives its Final Certificate of Occupancy.

Section 3. Possession and Closing Seller shall deliver possession of the Property to Buyer concurrently with the closing of this transaction which shall be held not more than twenty-one (21) days after Buyer has fully executed and delivered this Contract to the City, at Chicago Title Insurance Company, 301 N. Neil St., #304, Champaign, Illinois, or at such other place as

the parties may agree. All available surveys shall be delivered to Buyer at or before the closing. Seller shall deliver possession of the Property, together with all improvements and appurtenances thereto, to the Buyer upon closing, free and clear of any persons in possession, including but not limited to tenants in possession or any other persons having any right of possession under any lease, option or contract to purchase. Possession shall be deemed delivered at closing.

Section 4. City to Vacate Alley, Reserve Public Stormwater Drainage, Access Drive and Multi-use Trail Easements and Grant Private Refuse Storage Easement.

- a. Vacation of Public Alley. Prior to closing, Seller shall take all necessary legal actions to vacate the public alley that currently crosses the Property from east to west.
- b. Reservation of Public Easements. In lieu of said alley, Seller shall, at the time of conveyance of the Property to Buyer, reserve the following easements for the benefit of and use by the public:
  - i. A permanent and perpetual public stormwater drainage easement for purposes of maintaining, repairing, and as necessary, reconstructing existing drainage improvements on the property, including but not limited to the Boneyard Creek channel improvements and any other publicly maintained stormwater facilities associated with the Boneyard Creek.
  - ii. A permanent and perpetual vehicular access easement, open to the public seven days a week and 24 hours a day, for purposes of providing vehicular access off of Healey Street to any and all parking spaces in the parking deck that are required, pursuant to the terms and conditions of the Development Agreement, to be made available for public use.

- iii. A permanent and perpetual mixed use trail easement, open and available to the public at all times, seven days a week and 24 hours a day, for use by pedestrians, bicycles, motorized and human powered wheel chairs, and other similar non-vehicular modes of transportation.
- c. Grant of Private Access Drive and Refuse Storage Area Easement. The conveyance of the property by Seller to the Buyer shall also be subject to Seller's contemporaneous grant of a private vehicular access and refuse storage area easement to and for the benefit of the current owners of the property located at 522 East Green Street, currently the site of a bar/restaurant doing business as and hereinafter referred to as "Legends", for purposes of storage of one or more dumpsters or other containers approved for the temporary storage of refuse and recycled materials generated by Legends and for vehicular access, including trucks licensed and designed for waste hauling trucks from Healey Street and Sixth Street. The property that is current site of Legends is legally described as follows:

The west 33 feet of Lot 10 of Block 8 of a subdivision of Blocks 5, 7, 8 and 9 of J. S. Wright's Addition to the City of Champaign.

Parcel Identification Number: 46-21-18-130-012

Said public and private easements shall occupy the areas shown and designated for such purposes on the plat of subdivision, attached hereto and incorporated by reference herein as Exhibit "B". The terms and conditions setting forth Seller's and Buyer's rights and responsibilities with regards to the aforesaid reserved public easements and conveyed private easements shall be as described in Owners Certificate which shall accompany and be recorded

with the Final Plat referenced herein, and in the Corporation Warranty Deed of Conveyance described in Section 6 below.

Section 6. Deed of Conveyance. As soon as practicable, Seller shall execute a recordable Corporation Warranty Deed sufficient to convey the real estate to Buyer or their nominee, in fee simple absolute, in substantially the form attached hereto and incorporated by reference herein as Exhibit "C", to be held by the Seller's attorney, as escrow agent for both parties, with the original executed deed to be delivered to Buyer at the closing of this transaction upon Seller's and Buyer's compliance with the terms of this Contract.

Section 7. Condition of Premises. Buyer acknowledges that it has inspected the real estate and the improvements thereon, and Buyer is acquainted with the condition thereof and that Buyer accepts the same as of the time the Buyer executed this Contract in a condition that meets the Agreement.

Buyer shall have the right to inspect the property during the seventy-two (72) hour period immediately prior to possession.

Seller expressly warrants that Seller has received no notice from any city, village or other governmental authority of a pending reassessment or special assessment proceeding affecting the premises.

Section 8. Environmental Status of Premises. Seller has no direct knowledge of nor has it received any notifications from the Illinois Environmental Protection Agency, the United States Environmental Protection Agency, or any other agency charged with protection of the environment about any environmental hazards on the Property. Seller contracted with Foth Infrastructure and Environment, LLC of Champaign, Illinois to perform an environmental

assessment of the property, which assessment resulted in issuance of a written report dated June 14, 2012, and Buyer acknowledges that Seller has provided it with a copy of said report and Buyer is familiar with the contents thereof.

Section 9. Encumbrances. Seller warrants that no contract for the furnishing of any labor or material to the land or the improvements thereon and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures will, at the time of closing, be outstanding and not fully performed and satisfied, and further warrants that there are not and will not be at the time of closing any unrecorded leases or contracts relating to the property.

Section 10. Taxes and Assessments. The property is presently tax exempt. Seller will notify the Supervisor of Assessments upon closing of the discontinuance of its tax exempt use as of the date of closing. All special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller's expense. All special assessments shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

Section 11. Evidence of Title. Within a reasonable time, but in no event later than fourteen (14) days after the execution of this Contract and at least five (5) days prior to closing, Seller shall deliver to Buyer, as evidence of Seller's title, a Commitment for Title Insurance issued by a title company regularly doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer' names for the amount of the purchase price. Seller shall pay the cost of abstract entries for releases and other curative documents or entries regarding title insurance. Seller shall be

responsible for payment of the owner's premium and Seller's search charges. Permissible exceptions to title shall include only the lien of general taxes not yet billed and special assessments; zoning laws and building ordinances; easements of record, covenants and restrictions of record which do not restrict reasonable use of the property by the Buyer for intended purposes.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time, but in no event longer than fourteen (14) days without express agreement by the Buyer, to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Contract, in addition to any other remedy allowed at law or equity.

Section 12. Default. At any time prior to the final conveyance of the land, Buyer may terminate the agreement upon the occurrence of any condition, change, or occurrence that could reasonably be expected to have a material adverse effect on the project. If Buyer fails to make any payment or to perform any obligation imposed upon them by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate. In the event of failure of Seller to perform the obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies, including Specific Performance.

Default by any party of this Contract shall entitle the non-defaulting party to damages, except consequential damages, reasonable costs, attorney's fees and expenses incurred by reason of the breach of this Contract. The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Contract has been terminated as provided herein, shall be entitled to rely upon such affidavit and cancel the executed Corporation Warranty Deed.

Section 13. Notices. Any notice required under the Contract to be served upon Seller or Buyer shall be effective when actually received or when mailed by certified mail to such parties at the addresses shown below; and information copies of all such notices shall be sent by first class mail to the offices of the parties' attorneys as shown below.

Seller:  
City Manager  
102 N. Neil Street  
Champaign, Illinois 61820

Buyer:  
Campus Center, LLC  
505 S. Fifth Street  
Champaign, IL 61820

And

And

City Attorney  
102 N. Neil Street  
Champaign, Illinois 61820

Arthur Mann  
Tepper, & Mann P.C  
507 S. Broadway Ave.  
Urbana, IL 61801

Section 14. RSPA/TRA. Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and the Tax Reform Act of 1986.

Section 15. Binding Contract. Upon signature of this Contract by the Buyer, this Contract shall constitute an irrevocable, binding offer to buy the Tract, all improvements,

plantings and fixtures on the Tract from the Seller upon the terms and conditions set forth in this Contract.

Section 16. Vendor and Risk Provisions. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

Section 17. Seller's Representations. All representations, agreements and warranties made in this Contract by Seller shall be deemed to be remade on the closing and shall survive the closing. This Contract shall not be canceled or merged on the closing.

Section 18. Entirety of Agreement. Except for the terms and conditions set forth in a Development Agreement, hereinafter the "Development Agreement", made and entered into by the parties on \_\_\_\_\_, 2014, this Contract contains the entire agreement between the parties and no oral representation, warranty or covenant exists other than those herein set forth and in the exhibits attached hereto.

Section 19. Warranties Survive Closing. It is agreed by and between the parties hereto that the warranties and agreements herein contained and contained in the Development Agreement shall survive the closing herein contemplated and shall not be merged in the deed given herein.

Section 20. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this Contract.

BUYER:

Campus Center, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

SELLER:

CITY OF CHAMPAIGN, ILLINOIS

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, known  
personally to me and also known to me to be the person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that he signed,  
sealed and delivered the said instrument as his free and voluntary act in his capacity as  
\_\_\_\_\_ of Campus Center LLC, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

Notary Public My commission

expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, known  
personally to me and also known to me to be the person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that she signed,  
sealed and delivered the said instrument as her free and voluntary act in her capacity as  
\_\_\_\_\_ of Campus Center LLC, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_



## **EXHIBIT A to the Contract for Sale of Real Estate**

### **Reservation by the Grantor of Public Easements**

**Section 1. Reservation of public easement- general.** The City of Champaign, Illinois, a municipal corporation, (City) hereby reserves for itself and for the benefit and use of the general public, the following public easements, the locations and dimensions of which are shown on Exhibit G.

- a. A permanent and perpetual stormwater drainage easement for purposes of allowing the City to maintain, repair and reconstruct as necessary of the Boneyard Creek channel improvements, pipes or other similar stormwater conveyances located below the surface of the easement area depicted for such purposes in the attached plat
- b. A permanent and perpetual multi-use trail easement for purposes of connecting the existing multi-use trail immediately west of the property subject to this easement with the public right-of-way on Sixth Street, for use by and accessible to the general public, 24 hours a day and seven days a week, for pedestrians, bicycles, wheelchairs and similar non-vehicular conveyances.
- c. A vehicular access easement providing access as necessary within the parking deck to provide access to all parking spaces reserved in said parking deck for use by the general public.

**Section 2. Grantor's responsibilities for maintenance, repair or reconstruction of improvements in public easements.** Grantor shall be solely responsible, at Grantor's sole expense for all maintenance, repair, and reconstruction, as necessary of all Boneyard Creek channel and stormwater improvements referenced in Section 1-a. above.

To the extent that Grantor's performance of any of said maintenance, repair or reconstruction activities damages or otherwise adversely affects the condition of any multi-use trail or vehicular access drive improvements described in Section 3, Grantor shall be solely responsible, at Grantor's sole expense, for exercising due diligence to restore said improvements to the same or better condition as existed just prior to the performance of said activities by Grantor.

**Section 3. Grantee's responsibilities for construction, maintenance, repair or reconstruction of improvements in public easement.** Grantee shall be solely responsible, at Grantee's sole expense, for the initial construction of, and for any subsequent maintenance, repair or reconstruction necessary to maintain in a safe condition, any public vehicular access drive and public multi-use trail improvements constructed in the public easements referenced herein.

To the extent that Grantee's performance of its construction, maintenance, repair or reconstruction responsibilities set forth in this Section damage or otherwise adversely affect

the condition of existing Boneyard Creek channel improvements, pipes or other similar stormwater conveyances located in the public easements described herein, Grantee shall exercise due diligence and repair or otherwise restore said Boneyard Creek stormwater improvements to the same or better condition as existed just prior to Grantee's construction, maintenance, repair or reconstruction activities, at Grantee's sole expense.

## **EXHIBIT B to the Contract for Sale of Real Estate**

### **Grant of Private Refuse and Recycled Material Storage Easement and Vehicle Access Easement to Owners of 522 East Green Street**

**Section 1. Grant of refuse and recyclable material storage easement.** Grantor hereby grants a permanent and perpetual private easement to Black and Holt Enterprises, d/b/a Legends, hereinafter referred to as Legends, for the purpose of providing an area for the storage, in containers approved by the Grantor for such purposes, of refuse and recyclable materials generated by the use of the property having the common street address of 522 East Green Street, hereinafter referred to as the “refuse and recyclable material storage easement,” and for vehicular access, including trucks designed and licensed for waste hauling, from Healey Street and Sixth Street to said refuse and recyclable material storage easement. The property that is the beneficiary of this easement is legally described as follows:

The west 33 feet of Lot 10 of Block 8 of a subdivision of Blocks 5, 7, 8 and 9 of J. S. Wright’s Addition to the City of Champaign.  
Parcel Identification Number: 46-21-18-130-012

Said refuse and recyclable material storage easement and vehicular access easement shall be located on the portion of the property that is identified for said purposes in Exhibit G attached hereto.

**Section 2. Construction of storage improvements.** Campus Center LLC shall be responsible, at its sole expense, for constructing any permanent hard surface required by Grantor’s regulations for the storage of refuse and recyclable materials and for vehicular access thereto, as contemplated by these private easements.

**Section 3. Maintenance, repair and reconstruction of easement areas and improvements.** After initial construction of said improvements described in Section 2, Legends shall be solely responsible, at Legend’s sole expense, for maintaining, repairing and reconstructing as necessary the area occupied by the refuse and recyclable materials easement, and Grantee shall be solely responsible, at Grantee’s sole expense, for maintaining, repairing and reconstructing as necessary the improvements in the vehicle access easement.

**Exhibit C to the Contract for Sale of Real Estate**

**CORPORATION  
WARRANTY DEED**

THIS INDENTURE  
WITNESSETH, that the  
Grantor, CITY OF  
CHAMPAIGN, ILLINOIS, a  
municipal corporation, a  
corporation duly organized and  
existing under and by virtue of  
the laws of the State of Illinois,  
for and in consideration of Ten  
Dollars (\$10.00) and other good  
and valuable considerations, the  
receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to the Grantee,  
Campus Center, L.L.C., all interest, subject to Grantor's reservations of rights, restrictions,  
conditions and grant of easement set forth herein, in the following described real estate:

Tracts of land located in the east half of the northwest quarter of Section 18, Township 19  
North, Range 8 East of the 3<sup>rd</sup> Principal Meridian, Champaign County, Illinois more particularly  
described as follows...

Tract 1:

All of Lot 11 and the east 33 feet of Lot 10 of Block 8 of a subdivision of Blocks 5, 7, 8 and 9 of  
J. S. Wright's Addition to the City of Champaign

and

Tract 2:

Lots 1, 2 and 3 of Block 8 of a subdivision of Blocks 5, 7, 8 and 9 of J. S. Wright's Addition to  
the City of Champaign including the east 165 feet of a 20 foot wide public alley lying adjacent to  
and south of said lots 1, 2 and 3 of Block 8 of a subdivision of Blocks 5, 7 8 and 9 of J. S.  
Wright's Addition.

Tract 1 PINs: 46-21-18-130-013 and 46-21-18-130-014

Tract 2 PINs: 46-21-18-130-004, 46-1-21-18-130-005 and 46-21-18-130-006

commonly known as 524-526 East Green Street and 601 S. Sixth Street, Champaign, Illinois, situated in the County of Champaign, in the State of Illinois.

The Grantor reserves for itself and for the general public perpetual and irrevocable public easements on the property that is the subject of this deed, for the public purposes, and subject to the terms and conditions set forth in Exhibit "A", attached hereto and incorporated by reference herein.

This conveyance is also subject to a perpetual and irrevocable access easement, granted by the Grantor concurrently with the conveyance of this property, to the owner of the property with the common street address of 522 East Green Street, legally described in Exhibit "B", attached hereto and incorporated by reference herein, and subject to the terms and conditions set forth in Exhibit "B".

This conveyance is also subject to the following restrictions or conditions:

- (1) Covenants, conditions, restrictions and easements apparent or of record;
- (2) All applicable zoning laws and ordinances

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its City Manager, and attested by its City Clerk, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CHAMPAIGN, ILLINOIS,  
a Municipal Corporation

(Affix corporate seal here)

BY: \_\_\_\_\_  
DOROTHY ANN DAVID, City Manager

ATTEST: \_\_\_\_\_  
MARILYN BANKS, City Clerk



---

---

Exempt under provisions of Paragraph (b), Section 31-45 of the Real Estate Transfer Tax Law  
(35 ILCS 200/31-45).

Date\_\_\_\_\_

Signature\_\_\_\_\_

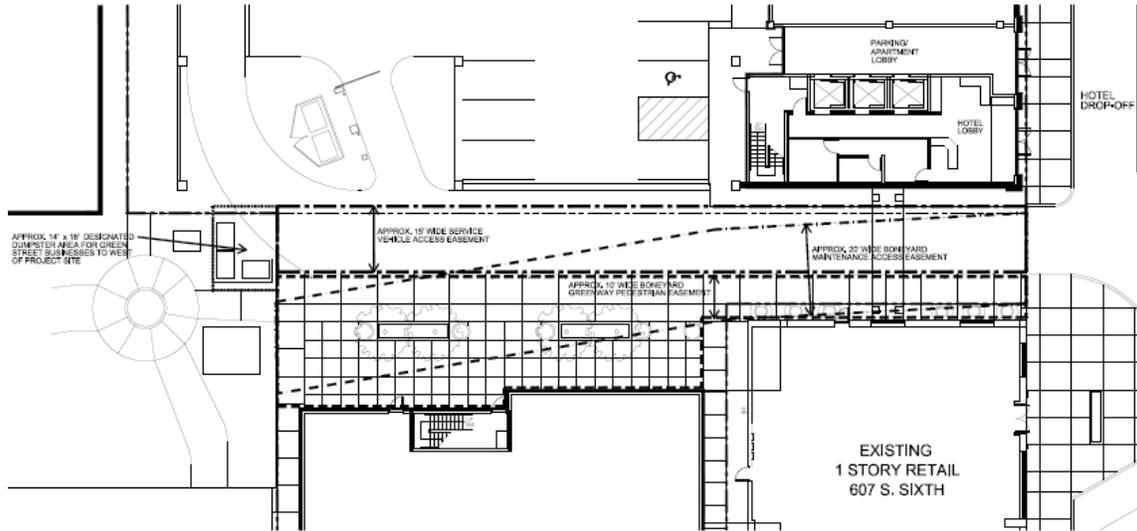
# EXHIBIT E: PRELIMINARY LEED SCORECARD

LEED-NC v3.0 Preliminary Project Checklist		10/23/2012	
Lot J Development Option 2 a or b		Preliminary Review Only - Subject to Change	
Champaign Illinois			
Yes No			
<b>17</b>	<b>Sustainable Sites</b>	<b>26 Points</b>	<b>Notes</b>
	Prereq 1 Construction Activity Pollution Prevention	Required	
Yes 1	Credit 1 Site Selection	1	
Yes 5	Credit 2 Development Density & Community Connectivity	5	
No	Credit 3 Brownfield Redevelopment	1	
Yes 6	Credit 4.1 Alternative Transportation, Public Transportation Access	6	
Yes 1	Credit 4.2 Alternative Transportation, Bicycle Storage & Changing Rooms	1	
Yes 1	Credit 4.3 Alternative Transportation, Low-Emitting and Fuel-Efficient Vehicles	3	
Yes 1	Credit 4.4 Alternative Transportation, Parking Capacity	2	
No	Credit 5.1 Site Development, Protect or Restore Habitat	1	
No	Credit 5.2 Site Development, Maximize Open Space	1	
No	Credit 6.1 Stormwater Design, Quantity Control	1	
No	Credit 6.2 Stormwater Design, Quality Control	1	
Yes 1	Credit 7.1 Heat Island Effect, Non-Roof	1	
Yes 1	Credit 7.2 Heat Island Effect, Roof	1	
No	Credit 8 Light Pollution Reduction	1	
<b>4</b>	<b>Water Efficiency</b>	<b>10 Points</b>	<b>Notes</b>
	Prereq 1 Water Use Reduction, 20% Reduction	Required	
Yes 2	Credit 1 Water Efficient Landscaping	2 to 4	
No	Credit 2 Innovative Wastewater Technologies	2	
Yes 2	Credit 3 Water Use Reduction	2 to 4	
<b>10</b>	<b>Energy &amp; Atmosphere</b>	<b>35 Points</b>	<b>Notes</b>
	Prereq 1 Fundamental Commissioning of the Building Energy Systems	Required	
	Prereq 2 Minimum Energy Performance	Required	
	Prereq 3 Fundamental Refrigerant Management	Required	
Yes 8	Credit 1 Optimize Energy Performance	1 to 19	
No	Credit 2 On-Site Renewable Energy	1 to 7	
No	Credit 3 Enhanced Commissioning	2	
Yes 2	Credit 4 Enhanced Refrigerant Management	2	
No	Credit 5 Measurement & Verification	3	
No	Credit 6 Green Power	2	
<b>7</b>	<b>Materials &amp; Resources</b>	<b>14 Points</b>	<b>Notes</b>
	Prereq 1 Storage & Collection of Recyclables	Required	
No	Credit 1.1 Building Reuse, Maintain Existing Walls, Floors & Roof	1 to 3	
No	Credit 1.2 Building Reuse, Maintain 50% of Interior Non-Structural Elements	1	
Yes 2	Credit 2 Construction Waste Management	1 to 2	
No	Credit 3 Materials Reuse	1 to 2	
Yes 2	Credit 4 Recycled Content	1 to 2	
Yes 2	Credit 5 Regional Materials	1 to 2	
Yes 1	Credit 6 Rapidly Renewable Materials	1	
No	Credit 7 Certified Wood	1	
<b>12</b>	<b>Indoor Environmental Quality</b>	<b>15 Points</b>	<b>Notes</b>
	Prereq 1 Minimum IAQ Performance	Required	
	Prereq 2 Environmental Tobacco Smoke (ETS) Control	Required	
No	Credit 1 Outdoor Air Delivery Monitoring	1	
No	Credit 2 Increased Ventilation	1	
Yes 1	Credit 3.1 Construction IAQ Management Plan, During Construction	1	
Yes 1	Credit 3.2 Construction IAQ Management Plan, Before Occupancy	1	
Yes 1	Credit 4.1 Low-Emitting Materials, Adhesives & Sealants	1	
Yes 1	Credit 4.2 Low-Emitting Materials, Paints & Coatings	1	
Yes 1	Credit 4.3 Low-Emitting Materials, Flooring Systems	1	
Yes 1	Credit 4.4 Low-Emitting Materials, Composite Wood & Agrifiber Products	1	
Yes 1	Credit 5 Indoor Chemical & Pollutant Source Control	1	
Yes 1	Credit 6.1 Controllability of Systems, Lighting	1	
Yes 1	Credit 6.2 Controllability of Systems, Thermal Comfort	1	
Yes 1	Credit 7.1 Thermal Comfort, Design	1	
Yes 1	Credit 7.2 Thermal Comfort, Verification	1	
No	Credit 8.1 Daylight & Views, Daylight 75% of Spaces	1	
Yes 1	Credit 8.2 Daylight & Views, Views for 90% of Spaces	1	
<b>6</b>	<b>Innovation &amp; Design Process</b>	<b>6 Points</b>	<b>Notes</b>
Yes 1	Credit 1.1 Innovation in Design: Provide Specific Title	1	
Yes 1	Credit 1.2 Innovation in Design: Provide Specific Title	1	
Yes 1	Credit 1.3 Innovation in Design: Provide Specific Title	1	
Yes 1	Credit 1.4 Innovation in Design: Provide Specific Title	1	
Yes 1	Credit 1.5 Innovation in Design: Provide Specific Title	1	
Yes 1	Credit 2 LEED® Accredited Professional	1	
<b>4</b>	<b>Regional Priority</b>	<b>4 Points</b>	<b>Notes</b>
Yes 1	Credit 1.1 Regional Priority: Provide Specific Title	1	
Yes 1	Credit 1.2 Regional Priority: Provide Specific Title	1	
Yes 1	Credit 1.3 Regional Priority: Provide Specific Title	1	
Yes 1	Credit 1.4 Regional Priority: Provide Specific Title	1	
<b>60</b>	<b>Project Totals (pre-certification estimates)</b>	<b>110 Points</b>	
	<small>                 Certified 40-49 points Silver 50-59 points Gold 60-79 points Platinum 80-110 points             </small>		

**EXHIBIT F: MULTI-USE TRAIL**



**EXHIBIT G: PUBLIC ALLEY TO BE VACATED AND  
EASEMENTS TO BE GRANTED**



## EXHIBIT H: GUARANTY

THIS GUARANTY (this "Guaranty"), dated as of \_\_\_\_\_, 2014, is made and entered into by Campus Center, LLC., an Illinois Limited Liability Company, ("Guarantor"), in favor of the CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation, ("City").

WHEREAS, the Campus Center, LLC and its successors and assigns, ("Developer") have entered into a certain Covenants and Development Agreement dated \_\_\_\_, 2014 (the "Developer Agreement"); and

WHEREAS, under the Developer Agreement a condition of beginning the implementation of said Agreement requires Guarantor to enter into this Guaranty; and

WHEREAS, Guarantor or principals of Guarantor directly or indirectly have ownership interests in the Developer and will benefit from the terms of the Developer Agreement.

NOW, THEREFORE, in consideration for the execution of the Developer Agreement by City and pending the beginning of the implementation of said Agreement and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Guarantor does hereby unconditionally, absolutely and irrevocably guarantee to City, its successors and assigns, the fulfillment and performance of all of the covenants and obligations of Developer as set forth in the Developer Agreement "Guaranteed Obligations". Guarantor hereby irrevocably and unconditionally covenants and agrees that it is liable for and shall pay and perform, the Guaranteed Obligations as primary obligor, this Guaranty being upon the following terms and conditions: 1. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Developer Agreement. As used herein, the term "Guaranteed Obligations" means the obligations of the Developer under the Developer Agreement and City's damages that may arise by virtue of Developer's failure to perform its obligations under the Development Agreement; provided that "damages" shall mean final, unappealable award of damages to the City by a court having proper jurisdiction over any such dispute between the Developer and the City.

2. Continuing Guaranty. This is an irrevocable, absolute, continuing guaranty of performance. This Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to the Guaranteed Obligations arising or created after any attempted revocation by Guarantor and after Guarantor's dissolution (in which event this Guaranty shall be binding upon Guarantor's successors and assigns). It is the intent of Guarantor that the obligations and liabilities of Guarantor hereunder are absolute and unconditional under any and all circumstances and that until the Guaranteed Obligations

are fully, finally and indefensibly satisfied, such obligations and liabilities shall not be discharged or released in whole or in part, by any act or occurrence which might, but for the provisions of this Guaranty, be deemed a legal or equitable discharge or release of Guarantor. Each and every default in the performance of any obligation required under this Guaranty shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises, or, in the discretion of City, may be brought as a consolidated suit or suits.

3. Waivers.

(a) Guarantor hereby assents to all terms and agreements heretofore or hereafter made by Developer with City and, except as such waiver may be expressly prohibited by law waives notice of:

(i) Any payments made or any future modifications or amendments of the Developer Agreement or Guaranteed Obligations;

(ii) The obtaining or release of any guaranty or surety agreement (in addition to this Guaranty), pledge, assignment, or other security for the Guaranteed Obligations; and

(iii) Notice of protest, default, notice of intent to accelerate and notice of acceleration in relation to any Guaranteed Obligations.

(b) Upon a default by Developer, City in its sole discretion, without prior notice to or consent of Guarantor, may elect to: (i) compromise or adjust the Guaranteed Obligations or any part of it or make any other accommodation with Developer or Guarantor, or (ii) exercise any other remedy against Developer. No such action by City shall release or limit the liability of Guarantor, who shall remain liable under this Guaranty after the action, even if the effect of the action is to deprive Guarantor of any subrogation rights, rights of indemnity, whether contractual or arising by operation of law or otherwise.

(c) Until the Guaranteed Obligations are satisfied in full, Guarantor hereby waives: (i) all rights of subrogation, indemnification, contribution and any other rights to collect reimbursement from Developer or any other party for any sums paid to City, whether contractual or arising by operation of law (including the United States Bankruptcy Code or any successor or similar statute) or otherwise, and (ii) all rights to enforce any remedy that City may have against Developer.

(d) Guarantor further waives any defense to the recovery by City against Guarantor of any deficiency or otherwise to the enforcement of this Guaranty or any

security for this Guaranty based upon City's election of any remedy against Guarantor or Developer, including the defense to enforcement of this Guaranty.

(e) Guarantor waives all rights and defenses arising out of an election of remedies by City, even though that election of remedies may adversely affect Guarantor's right of subrogation and reimbursement against Developer.

4. Events and Circumstances Not Reducing or Discharging Guarantor's Obligations. Guarantor hereby consents and agrees to each of the following, and agrees that Guarantor's obligations under this Guaranty shall not be released, diminished, impaired, reduced or adversely affected by any of the following, and waives any rights and defenses (excluding the rights to notice, if any, as herein provided or as required by law) which Guarantor might have otherwise as a result of or in connection with any of the following:

(a) any and all extensions, modifications, adjustments, indulgences, forbearances or compromises that might be granted or given by City to Developer, including without limitation, any and all amendments, modifications, supplements, extensions or restatements of the Developer Agreement;

(b) the insolvency, bankruptcy, rearrangement, adjustment, composition, liquidation, disability, dissolution or lack of power of Developer or any other party at; or any dissolution, consolidation, cessation of existence or merger of Developer or Guarantor, or any sale, lease or transfer of any or all of the assets of Developer or Guarantor, or any changes in the ownership, partners or members of Developer or Guarantor;

(c) the invalidity, illegality or unenforceability of all or any part of the Developer Agreement; or any Guaranteed Obligations, or any document or agreement executed in connection with the Developer Agreement or any Guaranteed Obligations, for any reason whatsoever, including, without limitation, the act of creating the Developer Agreement or any Guaranteed Obligations or any part thereof is ultravires, the representatives executing the Developer Agreement acted in excess of their authority, Developer has valid defenses, claims or offsets (whether at law, in equity or by agreement) which render the Developer's obligations under the Developer Agreement or any Guaranteed Obligations wholly or partially uncollectible from Developer, the creation, performance or repayment of the Developer's obligations arising under the Developer Agreement or any Guaranteed Obligations is illegal, uncollectible, legally impossible or unenforceable, or the Developer Agreement or any Guaranteed Obligations are irregular or not genuine or authentic;

(d) the taking or accepting of any other security, collateral or guaranty, or other assurance of the performance, for all or any of the Developer's obligations arising under the: Developer Agreement or any Guaranteed Obligations;

(e) any release, surrender or exchange of any collateral, property or security, at any time existing in connection with, or assuring or securing payment and performance of, all or any part of the Developer's obligations' arising under the Developer Agreement or the Guaranteed Obligations;

(f) the failure of City or any other party to exercise diligence or reasonable care in the preservation, protection, enforcement, sale or other handling or treatment of all or any part of such collateral, property or security; or

(g) any payment and performance by Developer to City is held to constitute a preference under the United States Bankruptcy Code, *or for* any reason City is required to refund or return such payment or performance or pay such amounts to Developer or any other Person; or

It is the unambiguous and unequivocal intention of Guarantor that Guarantor shall be obligated to perform the Guaranteed Obligations when due, notwithstanding any occurrence, circumstance, event, action or omission whatsoever, whether contemplated or un contemplated, and whether or not otherwise or particularly described herein.

5. Performance by Guarantor. If the Guaranteed Obligations, or any part thereof, are not punctually performed on the terms of the Developer Agreement, including any applicable cure periods thereunder; as the case may be, Guarantor shall, immediately on demand and without protest or notice of protest, perform such obligations. Such demand(s) may be made at any time coincident with or after the time for performance of all or part of the Guaranteed Obligations. Such demand shall be deemed made if given in accordance with Section 15 thereof. It shall not be necessary for City, in order to enforce such performance by Guarantor, first to institute suit or exhaust its remedies against Developer, or others liable to pay or perform such Guaranteed Obligations, or to enforce its rights against any security which shall ever have been given to secure the Guaranteed Obligations. City shall not be required to take any other action to reduce, collect or enforce the Developer Agreement or Guaranteed Obligations. No set-off, counterclaim, reduction, or diminution of any obligations, or any defense of any kind or nature which Guarantor has or may hereafter have against Developer or City shall be available hereunder to Guarantor.

6. Indebtedness or Other Obligations of Guarantor. If Guarantor is or becomes liable for any indebtedness owed by Developer to City by endorsement or otherwise than under this Guaranty, such liability shall not be in any manner impaired or affected by this

Guaranty, and the rights of City hereunder shall be cumulative of any and all other rights that City may ever have against Guarantor. The exercise by City of any right or remedy hereunder or under any other instrument or at law or in equity shall not preclude the concurrent or subsequent exercise of any other instrument or remedy at law or in equity and shall not preclude the concurrent or subsequent exercise of any other right or remedy. Further, without in any way diminishing or limiting the generality of the foregoing, it is specifically understood and agreed that this Guaranty is given by Guarantor as an additional guaranty to any and all guarantees hereafter executed and delivered to City by Guarantor in favor of City relating to the indebtedness and obligations of Developer to City, and nothing herein shall ever be deemed to replace or be in lieu of any other of such previous or subsequent guarantees.

7. Suits, Releases of Settlements with Others. Guarantor agrees that City, in its sole discretion, may bring suit against any other guarantor without impairing the rights of City or its successors and assigns against Guarantor or any other guarantor of the Guaranteed Obligations; and City may settle or compromise with such other guarantor for such sum or sums as City may see fit and release such other guarantor from all further liability to City, all without impairing its rights against Guarantor.

8. Warranties, Representations, Covenants and Agreements. Guarantor warrants, represents, covenants and agrees, as follows:

(i) Guarantor has received, or will receive, direct or indirect benefit from the making of this Guaranty and the execution and delivery of the Developer Agreement;

(ii) Guarantor is familiar with, and has independently reviewed the financial condition of the Developer and Guarantor assumes full responsibility for keeping fully informed as to such matters in the future; however, Guarantor is not relying on such financial condition as an inducement to enter into this Guaranty;

(iii) All financial statements concerning Guarantor which have been or will hereafter be furnished by Guarantor to City pursuant to the Developer Agreement, have been or will be prepared in accordance with sound accounting principles consistently applied and, in all material respects, present fairly the financial condition of the company covered thereby as at the dates thereof and the results of their operations for the periods then ended; and

(iv) As of the date hereof, and after giving effect to this Guaranty and the contingent obligations evidenced hereby, Guarantor is and expects to be solvent at all times, and has and expects to have assets at all times which, fairly valued,

exceed its obligations, liabilities and debts, and has and expects to have property and assets at all times sufficient to satisfy and repay its obligations and liabilities.

9. Subordination. If, for any reason Developer is now or hereafter becomes indebted to Guarantor (such indebtedness and all interest thereon being referred to as the "Affiliated Debt), such Affiliated Debt shall, at all times, be subordinate in all respects to the performance of the Guaranteed Obligations and Guarantor shall not be entitled to enforce or receive payment thereof until all of the Guaranteed Obligations have been fully performed and satisfied. Guarantor agrees that any liens, mortgages, deeds of trust, security interests, judgment liens, charges or other encumbrances upon Developer's assets securing payment of the Affiliated Debt shall be and remain subordinate and inferior to any liens, security interests, judgment liens, charge or other encumbrances upon Developer's assets securing the Guaranteed Obligations, and without the prior written consent of City, Guarantor shall not exercise or enforce any creditor's rights of any nature against Developer to collect the Affiliated Debt (other than demand payment therefor). In the event of the receivership, bankruptcy, reorganization, arrangement, debtor's relief or other insolvency proceedings involving Developer as a debtor, City shall have the right and authority, either in its own name or as attorney-in-fact for Guarantor, to file such proof of debt claim, petition or other documents and to take such other steps as are necessary to prove its rights hereunder.

10. Waiver of Subrogation. Notwithstanding any other provision of this Guaranty to the contrary, until all the Guaranteed Obligations are indefeasibly paid and performed in full, Guarantor hereby waives any claim or other rights which Guarantor may now have or hereafter acquire against Developer or any other guarantor of all or any of the obligations that arise from the existence or performance of Guarantor's obligations under this Guaranty (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy of City against Developer or any security or collateral which City now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute (including the United States Bankruptcy Code or any successor or similar statute) or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from Developer, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. If, notwithstanding the foregoing provisions, any amount shall be paid to Guarantor on account of Guarantor's Conditional Rights and either (i) such amount is paid to Guarantor at any time when the Guaranteed Obligations shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to Guarantor, any payment made by Developer to City is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by City or paid

over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (such payment, as “Preferential Payment”), then such amount paid to Guarantor shall be held in trust for the benefit of City and shall forthwith be paid to City to be credited and applied upon the Guaranteed Obligations, whether matured or unmatured, in such order as City, in its sole and absolute discretion, shall determine. The foregoing waivers shall be effective until the Guaranteed Obligations have been paid and performed in full.

11. Benefit. This Guaranty is for the benefit of City, its successors and assigns, and in the event of an assignment by City, its successors and assigns, of the Developer Agreement, or any part or parts thereof the rights and benefits hereunder, to the extent applicable to the obligations so assigned, may be transferred with such obligations.

12. Release if Preference, Refund, Etc. In the event any payment or performance by Developer to City is determined to be a preferential payment under any applicable bankruptcy or insolvency laws, or if for any reason City is required to refund or return part or all of any payment or performance or pay the amount thereof to any other party, such repayment or return by City to Developer shall not constitute a release of Guarantor from any liability hereunder, and Guarantor agrees to pay such amount to City upon demand to the extent such amount constitutes a Guaranteed Obligation.

13. GOVERNING LAW. THIS GUARANTY SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS).

WITH RESPECT TO ANY CLAIM OR ACTION ARISING HEREUNDER OR UNDER THIS GUARANTY, GUARANTOR (A) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS, THE CIRCUIT COURT OF THE SIXTH JUDICIAL DISTRICT LOCATED IN THE COUNTY CHAMPAIGN IN URBANA, ILLINOIS, AND THE UNITED STATES DISTRICT COURT LOCATED IN THE COUNTY OF CHAMPAIGN IN URBANA, ILLINOIS, AND APPELLATE COURTS FROM ANY THEREOF, AND (B) IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANYTIME TO THE LAYING ON VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTE OR THE OTHER LOAN DOCUMENTS BROUGHT IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS GUARANTY WILL BE DEEMED

TO PRECLUDE CITY FROM BRINGING AN ACTION OR PROCEEDING WITH RESPECT HERETO IN ANY OTHER JURISDICTION.

14. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (ii) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Guarantor:                      Campus Center, LLC  
   Attention: Managing Member  
   505 S. Fifth Street  
   Champaign, IL 61820  
   Facsimile No.: (217) 359-5839

With a copy to:                         Arthur Mann  
   Tepper& Mann P.C.  
   507 S. Broadway Ave.  
   Urbana, IL 61803  
   Facsimile No.: (217) 328-4310

If to City:                                 City of Champaign, Illinois  
   102 N. Neil Street  
   Champaign, IL 61820  
   Attention: City Manager  
   Facsimile No.: (217) 403-8707

With copies to:                         City of Champaign, Illinois  
   Legal Department  
   102 N. Neil Street

Champaign, IL 61820

Attention: City Attorney

Facsimile No.: (217) 403-8755

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. A "Business Day" as that term is used herein shall mean any day, Monday through and including Friday, that the City's offices are open to the public and not otherwise closed to the public for an official City holiday.

15. WAIVER OF JURY TRIAL. GUARANTOR AND CITY HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUETRIABLE OF RIGHT BY JURY AND EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GUARANTOR AND CITY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GUARANTOR AND CITY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY HERETO IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

16. Expenses. Guarantor agrees to fully and punctually pay all costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and costs of appeal, which City may incur in enforcing and collecting the Guaranteed Obligations if awarded by a court of competent jurisdiction.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the day and year first above written.

GUARANTOR:

Campus Center, LLC

An Illinois Limited Liability Company

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, known personally to me and also known to me to be the person whose name is subscribed to the foregoing Guaranty, appeared before me this day in person and acknowledged that he signed, sealed and delivered the Guaranty as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT I: CONTRACTOR'S DISCLOSURE STATEMENT**

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Champaign Legal Department at 217/403-8765.)

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

**SECTION I. BUSINESS STATUS STATEMENT**

I, the undersigned, being duly sworn, do state as follows:

A. \_\_\_\_\_ (Hereinafter "Service Provider")  
is a:

Company Name

(Place mark in front of appropriate type of business)

\_\_\_\_\_ Corporation (if a Corporation, complete B)

\_\_\_\_\_ Partnership (if a Partnership, complete C)

\_\_\_\_\_ Limited Liability Corporation (if an LLC, complete C)

\_\_\_\_\_ Individual Proprietorship (if an Individual, complete D)

Service Provider's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: \_\_\_\_\_

B. CORPORATION

The State of Incorporation is \_\_\_\_\_

Registered Agent of Corporation in Illinois:  _____ Name  _____ Address  _____ Telephone	Business Information (If Different from Above):  _____ Company Address, Principal Office  _____ City, State, Zip  _____ Telephone                      Facsimile  _____ Website
---	---

The corporate officers are as follows:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SECTION II. NON-COLLUSION STATEMENT** (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Service Provider except as listed on a separate attached sheet to this affidavit.

Check One:

\_\_\_\_\_ Others Interested in Contract                      \_\_\_\_\_ None

- B. No department director or any employee or any officer of the City of Champaign has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

**SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT**

The undersigned states under oath that the Service Provider is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Service Provider is not delinquent in payment of any tax

administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Service Provider has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

**SECTION IV FAMILIARITY WITH LAWS STATEMENT**

The undersigned, being duly sworn, hereby states that the Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

SERVICE PROVIDER

---

Signature

---

Printed Name

---

Title

SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Notary Public

Attachment to Exhibit I, "Contractor's Disclosure Statement"; Section I.C:

Jeffrey R. Hartman  
1304 Waverly  
Champaign, IL 61821  
217-359-5828

Christopher M. Hartman  
3208 Valleybrook Dr.  
Champaign, IL 61822  
217-359-5828

Andrew J. Hartman  
1105 Pine  
Champaign, IL 61820  
217-359-5828

Patrick W. Hartman  
1301 Waverly  
Champaign, IL 61821  
217-359-5828

John S. Kunkel  
2711 Windward Blvd.  
Champaign, IL 61821  
217-359-5828