

ORDINANCE NO. 9596-31

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION
OF A JOINT MARKETING AGREEMENT WITH
THE WEISIGER FAMILY TRUST

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA,
ILLINOIS, as follows:

Section 1. That A Joint Marketing Agreement with the Weisiger Family Trust By and Between the City of Urbana and the Weisiger Family Trust, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

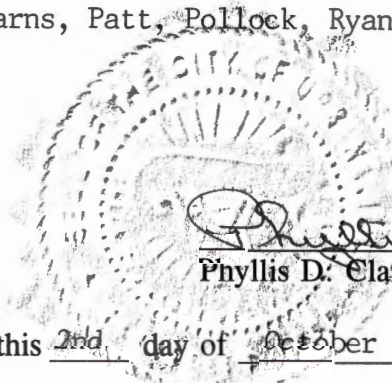
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 2nd day of October, 1995.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan

NAYS: None

ABSTAINED: None



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 2nd day of October, 1995.

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials PDC

9/19/95

JOINT MARKETING AGREEMENT

By and Between The

CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

And

THE WEISIGER FAMILY TRUST

Dated as of September 19, 1995

Document Prepared By:

Community Development Services Department

City of Urbana

400 South Vine Street

Urbana, Illinois 61801

JOINT MARKETING AGREEMENT

THIS JOINT MARKETING AGREEMENT (including attachments and exhibits, and hereinafter referred to as the "**Agreement**") dated as of the ___ day of _____, 1995, by and between the **City of Urbana**, an Illinois home rule municipality, in Champaign County, Illinois (the "**City**"), and the **Weisiger Family Trust** (the "**Owner**").

RECITALS

WHEREAS, The City of Urbana is the owner of record of a parcel of land consisting of approximately one acre and commonly addressed as 1307 N. Lincoln Avenue and more particularly described as follows:

The north 4 acres of the south 6.66 acres of the south east quarter of the north east quarter of the north east quarter of Section 7, Township 19 north, Range 9 East of the Third Principal Meridian,

Except: Commencing at a point 174.16 feet north of the south wet corner of the south east 1/4 of the north east 1/4 of the north east 1/4 of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, thence north 262.20 feet, thence east 315.63 feet, thence south 131.08 feet, thence east 316.22 feet, to the west line of Lincoln Avenue, thence south along the west line of Lincoln Avenue 131.07 feet to a point which is located 174.72 feet north of the south east corner of the south east 1/4 of the north east 1/4 of Section 7, thence west 632.45 feet to the place of beginning, in Champaign County, Illinois;

and hereinafter referred to as Lot 2; and

WHEREAS, the Weisiger Family Trust is the owner of record of a tract of land adjoining Lot 2 and comprised of approximately 2 acres and commonly addressed as part of 1305 N. Lincoln Avenue and more particularly described as follows:

Lot 1 - owned by Weisiger Family Trust

Commencing at a point on the West line of the North Lincoln Avenue, 174.72 feet North of the South line of the SE 1/4 of the NE 1/4 of Section 7, Township 19 North, Range 9 East of the 3rd P.M., in Champaign County, Illinois; thence North along said West line of Lincoln Avenue 131.07 feet, thence West 316.22 feet, thence South 131.07 feet, thence East 316.22 feet to the place of beginning, containing 41,446.96 square feet.

Lot 3 - owned by Weisiger Family Trust

Commencing on the West line of North Lincoln Avenue at a point 436.87 feet North of the South line of the SE 1/4 of the NE 1/4 of Section 7, Township 19N, Range 9 East of the 3rd P.M. in Champaign County, Illinois, thence North 127.4 feet along said West line of Lincoln Avenue, thence West 290 feet, thence South 127.4 feet, thence East 290 feet to the point of beginning, containing 36,946 square feet.

WHEREAS, the City of Urbana has requested a rezoning of Lot 2 from R-4 Medium Density Multiple Family Residential to B-3 General Business and said request is currently being considered by the Urbana City Council, and;

WHEREAS, the Weisiger Family Trust has requested a rezoning of Lot 1 and Lot 3 from AG Agriculture to B-3 General Business and said request is currently being considered by the Urbana City Council, and;

WHEREAS, the City and Owner are unwilling to develop said lots independently;
and

WHEREAS, it is in the best interests of both parties to jointly market and develop said lots in order to secure a third party as developer of said lots; and

WHEREAS, the purpose of this Agreement is to outline the terms and conditions by which the parties will pursue said development;

WHEREAS, said lots are located within Tax Increment Financing District No. 3; and

WHEREAS, in connection with the Redevelopment Project, Redevelopment Plan and Redevelopment Project Area, the City Council of the City (the "**Corporate Authorities**"): (I) on December 18, 1989, adopted Ordinance No. 8990-59, "An Ordinance Approving a Redevelopment Plan and Redevelopment Project; Designating a Redevelopment Project Area; and Adopting Tax Increment Allocation Finance," which has been duly filed with the County Clerk of Champaign County, Illinois, who has certified the property tax increment base to the City, and (ii) on December 3, 1990, adopted Ordinance No. 9091, "An Ordinance Adopting and Approving a Redevelopment Plan and Redevelopment Project, First Amended and Restated, for Redevelopment Project Area Number Three" (collectively, the "**TIF Ordinances**"); and

WHEREAS, as contemplated by the Redevelopment Plan the parties are pursuing the redevelopment of said lots as a commercial use; and

WHEREAS, acting through its planning staff, the City's Department of Community Development Services (the "**Planners**"), has reviewed and studied the conditions in the Redevelopment Project Area with a view toward analyzing those area conditions that exist or reasonably could be expected to exist that are deleterious to the development, operation and maintenance of the Redevelopment Project Area and which constitute such Redevelopment Project Area as a "conservation area" under the Act; and

WHEREAS, the Owner is unwilling to undertake the joint marketing of the Private Development without certain incentives from the City, which the City is willing to provide, and the

City has determined that it is desirable and in the City's best interests to assist the Owner in the manner set forth herein and as this Agreement may be supplemented and amended.

JOINT MARKETING AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meaning provided from place to place herein, including as follows:

"City" means the City of Urbana, Champaign County, Illinois.

"Corporate Authorities" means the City Council of the City of Urbana, Illinois.

"Owner" means the Weisiger Family Trust.

"Development Area" means the real estate described herein, more specifically described as follows:

Lot 1 - owned by Weisiger Family Trust

Commencing at a point on the West line of the North Lincoln Avenue, 174.72 feet North of the South line of the SE 1/4 of the NE 1/4 of Section 7, Township 19 North, Range 9 East of the 3rd P.M., in Champaign County, Illinois; thence North along said West line of Lincoln Avenue 131.07 feet, thence West 316.22 feet, thence South 131.07 feet, thence East 316.22 feet to the place of beginning, containing 41,446.96 square feet.

Lot 2 - owned by the City of Urbana

The north 4 acres of the south 6.66 acres of the south east quarter of the north east quarter of the north east quarter of Section 7, Township 19 north, Range 9 East of the Third Principal Meridian,

Except: Commencing at a point 174.16 feet north of the south wet corner of the south east 1/4 of the north east 1/4 of the north east 1/4 of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois, thence north 262.20 feet, thence east 315.63 feet, thence south 131.08 feet, thence east 316.22 feet, to the west line of Lincoln Avenue, thence south along the west line of Lincoln Avenue 131.07 feet to a point which is located 174.72 feet north of the south east corner of the south east 1/4 of the north east 1/4 of Section 7, thence west 632.45 feet to the place of beginning, in Champaign County, Illinois;

Lot 3 - owned by Weisiger Family Trust

Commencing on the West line of North Lincoln Avenue at a point 436.87 feet North of the South line of the SE 1/4 of the NE 1/4 of Section 7, Township 19N, Range 9 East of the 3rd P.M. in Champaign County, Illinois, thence North 127.4 feet along said West line of Lincoln Avenue, thence West 290 feet, thence South 127.4 feet, thence East 290 feet to the point of beginning, containing 36,946 square feet.

"E.A.V." means equalized assessed valuation as determined and authorized by the Champaign County Supervisor of Assessments in accordance with the procedures set forth in Section 95, 108 a and 146 of the Revenue Act of 1939, (Sections 205/95, 205/108a and 205/146 of Chapter 35 of the Illinois Compiled Statutes) as supplemented and amended.

"Eligible Costs" means those Redevelopment Project Costs authorized to be paid from the Fund as provided in Section 3.1 of this Agreement.

"Fund" means the "Special Tax Allocation Fund for Redevelopment Project Area Number Three" established under Section 5/11-74.8 of the TIF Act and the Ordinances Nos.

_____.

"Parties" means, collectively, the City and the Owner.

"Private Development" means a commercial retail/office development including all necessary demolition and parking construction.

"Redevelopment Project Costs" shall mean Developer costs as set forth in 65 ILCS 5/11-74.4-3. Such costs include, without limitation, the costs of acquisition of land and other property, demolition of buildings, the clearing and grading of land, rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings and fixtures.

"TIF Act" shall mean the Tax Increment Allocation Redevelopment Act (Section 5/11-74.4-1 et. seq. of Chapter 65 of the Illinois Compiled Statutes.

Section 1.2 Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) Definitions include both singular and plural.
- (b) Pronouns include both singular and plural and cover all genders.
- (c) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. In order to induce the Owner to enter into this Agreement, the City hereby makes certain representations and warranties to the Owner, as follows:

Section 2.1.1 Organization and Standing. The City is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

Section 2.1.2 Power and Authority. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

Section 2.1.3 The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that any and all financial obligation of the City under this Agreement shall be limited to the availability of such Incremental Property Taxes therefore as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

Section 2.1.4 No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree or other law by which the City may be bound.

Section 2.1.5 Governmental Consents and Approvals. No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

Section 2.2 Representations and Warranties of the Owner. In order to induce the City to enter into this Agreement, the Owner makes the following representations and warranties to the City:

Section 2.2.1 Organization. The Owner is a trust, duly organized, validly existing and in good standing under the laws of the State of Illinois, and is duly qualified to transact business in, and is in good standing under, the laws of each of the other states where the Owner is required to be qualified to do business.

Section 2.2.2 Power and Authority. The Owner has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings.

Section 2.2.3 Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Owner. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Owner, enforceable against the Owner in accordance with its terms, except to the extent that such enforceability may be limited by law, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

Section 2.2.4 No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any Party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Owner is a party or by which the Owner or any of its assets may be bound.

Section 2.2.5 Consents. No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Owner of this Agreement or the performance thereof by the Owner.

Section 2.2.6 No Proceedings or Judgments. There is no claim, action or proceeding now pending or to the best of its knowledge, threatened before any court, administrative

or regulatory body, or governmental agency (a) to which the Owner is a party and (b) which will, or could, prevent the Owner's performance of its obligations under this Agreement.

Section 2.3 Disclaimer of Warranties. The City and the Owner acknowledge that neither has made any warranties to the other, except as set forth in this Agreement. Nothing has come to the attention of the Owner to question the assumptions or conclusions or other terms and the Owner assumes all risks in connection with the practical realization of any such private development. The City hereby disclaims any and all warranties with respect to the Private Development, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1 City's Financial Obligations. The City shall have the obligations set forth in this Section 3.1.1 relative to financial incentives intended to facilitate the development of the Lots.

Section 3.1.1 City's Contribution to Redevelopment. The City will contribute the revenues received from the sale of Lot 2, less legal fees, appraisals, closing costs, or other costs related to the sale of said property, to the redevelopment Lots 1 and 3. The City will contribute either the same net dollar amount received from the sale of Lot 2 to the redevelopment costs of said Lots or will contribute Lot 2 at no cost, depending upon the request of a third party developer.

Section 3.1.2 Environmental Audit. The City of Urbana, at its sole expense, will cause to have performed a Phase I Environmental Audit of Lots 1 and 3 prior to their sale to a third party developer.

Section 3.2 Joint Marketing and RFP. The City of Urbana and the Owner mutually agree to prepare and submit a Request for Proposals (RFP) for the joint redevelopment of Lots 1,

2, and 3 as a unified site per the RFP, attached as Exhibit A. The parties mutually agree that a Review Committee comprised of the Owner and representatives of the City will review redevelopment proposals for said Lots per the procedures outlined in Exhibit A. The parties further agree that the City will bear the costs of publication, reproduction, and preparation of said RFP and accompanying documents. If a proposal is found acceptable by both parties, the successful developer will be contacted for further negotiations.

Section 3.3 Vacation of site. The parties acknowledge that there are currently mobile homes and other accessory facilities such as an office and laundry located on Lots 1 and 3. The Owner agrees to remove said mobile homes and facilities from said Lots within sixty (60) days of the acceptance of a developer. Mobile homes will be relocated to another mobile home site within Lincoln Mobile Home Park or to another mobile home park if the resident so agrees. The relocation of mobile homes and other facilities from Lots 1 and 3 shall be at the Owner's expense. In any case, however, access to the remainder of Lincoln Mobile Home Park from Lincoln Avenue will be retained or provided in any acceptable redevelopment proposal.

Section 3.4 Site Plan Approval. The City of Urbana and the Owner shall jointly approve any site plan proposed for the site per the terms of Exhibit A.

Section 3.5 Uses Restricted on the Site. The parties agree that a gasoline station, massage parlor; tavern or night club; retail liquor sales will not be allowed on said Lots, despite uses permitted by the Zoning Ordinance of the City of Urbana. Packaged liquors may be sold in a grocery or drug store within the development. Such restrictions will be incorporated into proper subdivision covenants.

Section 3.6 Subdivision. The Owner and City agree that no building permit for the development described herein shall be issued prior to the subdivision of the Lots.

Section 3.7 Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including any payments to be made by the City are contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City will defend the integrity of the Redevelopment Project Area and this Agreement. Anything herein to the contrary notwithstanding, the Owner agrees that the City may, to the extent permitted by law, use any Incremental Property Taxes, including any unpaid Reimbursement Amount, if available, to be redirected to reimburse the City for its defense costs, including without limitation attorneys' fees and expenses.

Section 3.8 Approvals. The Owner and the City shall comply with all subdivision, zoning, environmental or other land use requirements of the City and other jurisdictions with regulating authority.

The parties agree that, with the concurrence represented by this Development Agreement of a TIF redevelopment site, it is appropriate for the City Council to proceed to consider the pending petitions to rezone the land involved and further, the parties agree that if the land involved is rezoned B-3, such zoning shall be conditional upon the realization of a development such as is herein contemplated occurring with approximately five (5) years of the date hereof, and if no such development occurs, the zoning of the land involved shall be reviewed by the Urbana Plan Commission for their recommendation as to whether the B-3 zoning remains appropriate considering the failure of development such as is herein contemplated to occur.

Section 3.9 Indemnity. The Owner agrees to defend the City from and against any claims, suits, or actions for death or injury to persons or damage to property or breach of the contract brought against the City arising from any alleged claims, acts or omissions in connection with this Agreement, including the construction of the private development, whether or not suit

is filed unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents or contractors. Additionally, the Owner shall indemnify the City for any sums the City becomes obligated to pay as damages arising out of such circumstances except to the extent such damages are due to the negligence of the City, its employees, agents or contractors.

Section 3.10 Compliance With All Laws. The Owner agrees that in the construction of the Private Development, the Owner will comply with all applicable laws with respect to the work to be undertaken under this Agreement.

ARTICLE IV

DEFAULTS AND REMEDIES

Section 4.1 Defaults - Rights to Cure. Failure or delay by either Party to timely perform any term or provision of this Agreement shall constitute a default under this Agreement. The Party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy such default and thereafter proceed with diligence to cure such default. The Party claiming such default shall give written notice of the alleged default to the other Party. Except as required to protect against immediate, irreparable harm, the Party asserting a default may not institute proceedings against the other Party until thirty (30) days after having given such notice. If such default is cured within such thirty (30) day period, the default shall not be deemed to constitute a breach of this Agreement. If the default is one which can not reasonably be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of such default, so long as there is diligent proceeding to cure such default. If such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. However, a default not cured as provided

above shall constitute a breach of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 Entire Contract and Amendments. This Agreement (together with the Exhibits attached hereto) is the entire contract between the City and the Owner relating to the three lots described above, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Owner, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 5.2 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Owner and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Owner, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Owner. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.3 Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.4 Special and Limited Obligation. This Agreement shall constitute special and limited obligation of the City according to the terms hereof. This Agreement shall

never constitute a general obligation of the City to which its credit, resources or general taxing power are pledged.

Section 5.5 Legally Valid and Binding. This Agreement shall constitute a legally valid and binding obligation of the City according to the terms hereof.

Section 5.6 Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7 Cooperation and Further Assurances. The City and the Owner each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Owner or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 5.8 Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 5.9 Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows (unless another address is provided in writing):

To the Owner:

The Weisiger Family Trust
1 Northwood Court
Urbana, IL 61801
Tel: (217) 384-2005
Fax: (217) 384-0300

To the City:

Bruce K. Walden, Chief Administrative Officer
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801
Tel: (217) 384-2454
Fax: (217) 384-2426

With a copy to:

Legal Division
400 South Vine Street
Urbana, Illinois 61801
Tel: (217) 384-2464
Fax: (217) 384-2426

Section 5.10 Successors in Interest. This Agreement shall only be binding upon and inure to the benefit of the Parties hereto and not their respectively authorized successors and assigns.

Section 5.11 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement nor any actions of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

Section 5.12 Verification of Tax Increment. The City and Owner shall fully cooperate in connection with obtaining certified copies of all real estate tax bills for the taxable property constituting the Private Development.

Section 5.13 Illinois Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois.

Section 5.14 Costs and Expenses. If either Party defaults in the performance of its obligations hereunder, the Parties agree that the defaulting Party shall pay the non-defaulting Party's costs of enforcing the defaulting Party's obligations under this Agreement, including but not limited to attorneys' fees and expenses.

Section 5.15 No Personal Liability of Officials of City. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any official of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

Section 5.16 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances or any part thereof is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling.

Section 5.17 Term. This Agreement shall remain in full force and effect until August 1, 2000 or until otherwise terminated pursuant to the terms hereof or by mutual agreement of the parties.

IN WITNESS WHEREOF, the City and the Owner have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

CITY OF URBANA, ILLINOIS

(SEAL)

By: Paul Sattuthwaite
Mayor

ATTEST:

Phyllis D. Clark
City Clerk

Weisiger Family Trust

(SEAL)

By: [Signature]
Its: Trustee

ATTEST:

Secretary

I certify that the foregoing agreement was signed by James G. Weisiger, personally known to me to be the Trustee of the Weisiger Family Trust, this 3rd day of October, 1995.

Kimm Allen
Notary Public

c:markagt2.wpd (on ADG disk)



Exhibit A

Request For Proposal (RFP) Neighborhood Shopping Center and Office Space Development City of Urbana, Illinois

Background

The City approved a neighborhood plan known as "The King Park Neighborhood Plan" in 1989. The area included in this plan is illustrated on Exhibit A. The plan focused on needed public improvements, land use and zoning issues and the redevelopment of blighted areas in the neighborhood. A major focus of discussion was the redevelopment of Lincoln Mobile Home Park located on north Lincoln Avenue and just south of Bradley Avenue. The site, illustrated on Exhibit B, is approximately 20 acres. The owner of the property is the Weisiger Family Trust.

In 1989 the City of Urbana, Illinois authorized a Tax Increment Financing District No. 3 (TIF 3) for the area illustrated as Exhibit C of this RFP. The purpose of the TIF 3 district was to facilitate the redevelopment of blighted areas in this neighborhood and along a major corridor of University Avenue.

Subsequently, the City of Urbana purchased an acre of land adjacent to the Lincoln Mobile Home Park. The City of Urbana and The Weisiger Family Trust have entered into a development agreement for the joint marketing of both the City-owned property and a portion of the mobile home park. The City of Urbana has rezoned 2 acres of the mobile home park and the City's one acre site to B-3 General Business, but subject to agreed upon restrictions of a development agreement. In addition a map illustrating surrounding land uses is attached as Exhibit D. The total area available for commercial development is approximately three acres and is illustrated on Exhibit E. A list of the permitted uses is attached as Exhibit F.

Multiple principal buildings which are proposed to be on a single lot, would require a conditional use permit granted by the City of Urbana Zoning Board of Appeals.

Commercial development of this area is in accord with the land use recommendations of the City's Comprehensive Plan.

REDEVELOPMENT OBJECTIVES

The primary objective of the TIF Redevelopment Plan is the redevelopment of this area for commercial or office facilities. Accordingly, redevelopment proposals which provide retail facilities and/or office space will receive special consideration.

As noted in the Request for Redevelopment Proposals notice (a copy of which is included herein) which the City published regarding this area, the City will consider providing incentives as part of the redevelopment program. These incentives may include the use of incremental TIF revenues for certain project costs as provided for in the TIF Redevelopment Plan and the TIF Act (a copy of the Redevelopment Plan is provided to parties which request the Redeveloper's Information Kit the contents of which is outlined below) or other contributions toward the construction of needed infrastructure.

SUBMITTAL AND REVIEW PROCESS

The City of Urbana, Illinois will receive proposals until ___P.M., (day), (month/date), 1995 for the purpose of selecting a development firm to develop, own, and operate a neighborhood shopping center and office building for the three lot redevelopment site described herein.

These proposals will be publicly opened in the City of Urbana Community Development Services Department Office, Suite 200, 115 W. Main Street, Urbana, Illinois at the above stated time and date. All Proposers or their representatives are invited to be present.

Any proposal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Community Development Services Office for receipt on or before the above stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the City of Urbana. Late proposals shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposers request and expense.

Interested parties may contact Ms. April D. Getchius, City of Urbana Community Development Services Director at (217)384-2440 for further information or clarification of this request.

Ten (10) copies of all redevelopment proposal documents must be submitted. The Community Development Services Director or her designee will record the name, address, and telephone number of each redeveloper at the time and date each redevelopment proposal is received. A receipt noting this information will be provided to each submitting party.

A proposal review committee comprised of Mr. Gene Weisiger and the City of Urbana Director of Community Development Services, the City of Urbana Economic Development Coordinator, the City of Urbana Attorney, and the Grants Management Division Manager will review the proposals. The proposal review committee, upon agreement with Mr. Gene Weisiger, will forward a recommendation for selection of a developer for further negotiations to the Urbana City Council for approval. The proposal review committee or the City Council may elect to interview or request additional information from submitting agencies.

Each Proposer shall examine and review the RFP documents. Should clarification or additional information be required, a written request must be submitted **to the City's Community Development Services Director, no later than 10 days** prior to the deadline for submittal of proposals. At its discretion, the City may answer such inquiries by means of a written Addendum. The City shall not be responsible for oral information given by any City employee or other person. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this request for Proposal, the City will attempt to notify all known prospective Proposers, however, it shall be the **responsibility of each Proposer, prior to submitting** their proposal, to contact the City's Director of Community Development Services at (217)384-2440 to **determine if addenda were issued** and to make such addenda a part of the proposal.

Redevelopers which submit proposals must meet or exceed the goals and objectives of the King Park Neighborhood Plan and the TIF #3 Redevelopment Plan.

SUBMITTAL CONTENTS

A Redeveloper's Information Kit containing various data is available at the City Clerk's Office, 400 South Vine, Urbana, Illinois, for a fee of \$_____. If a development entity chooses not to submit a proposal, the fee is refundable if the materials are returned to the City Clerk's Office on or before the closing time and date for proposal submission. This kit contains:

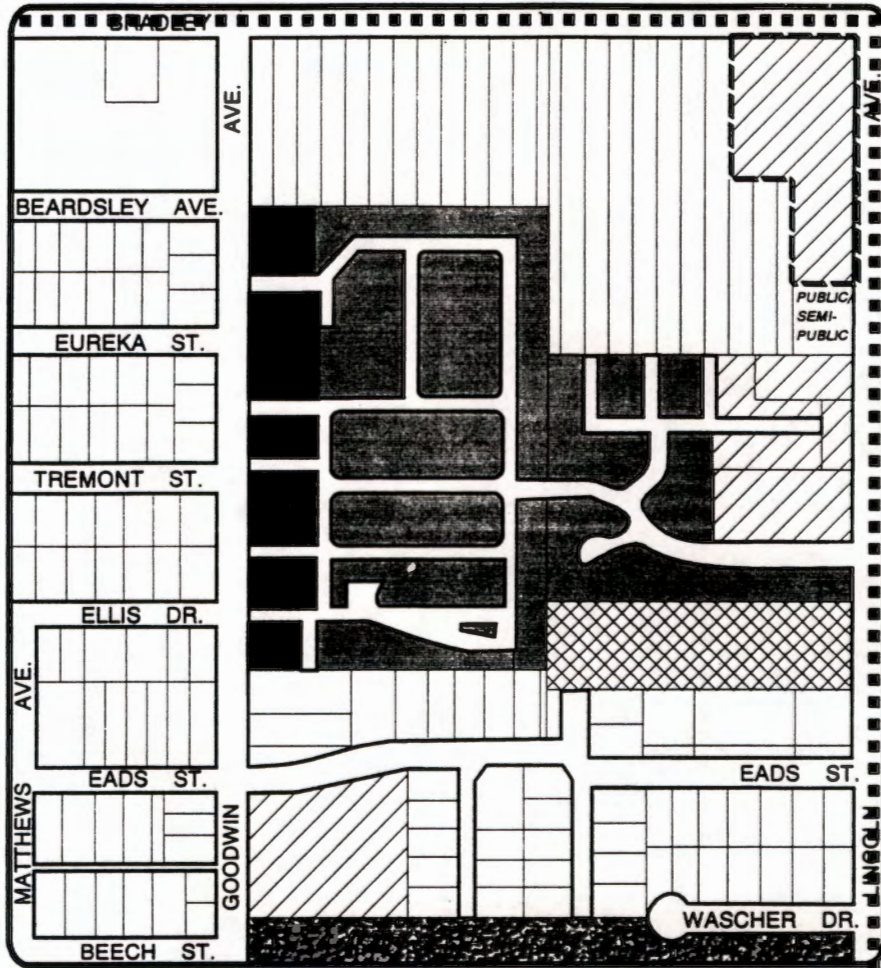
- a base map of the area at a scale of 1" = _____;
- an aerial photograph of the area at a scale of 1" = 400';
- a copy of relevant sections of the City's Zoning Ordinance which will apply to commercial development of the area;
- a copy of the TIF Redevelopment Plan;
- King Park Neighborhood Plan, adopted by the Urbana City Council as a Comprehensive Plan Amendment in 1989; and
- A copy of the Urbana Zoning Map.

Each redevelopment proposal shall contain the following information:

1. Concept site plan indicating proposed project name, redeveloper's name and address, date, scale and north arrow and depicting:
 - Development boundary, adjacent streets, and properties to be included in the proposed redevelopment;
 - Uses of land and buildings and/or types of development;
 - Location, size, and height of new building construction and identification of existing structures to remain (if any);








- Location of all drives, curb cuts, sidewalks, and new traffic lanes, service and deliver access facilities;
 - Location and number of parking spaces, islands, and curbs; and
 - Conceptual landscaping and screening plan.
2. Typical elevations (or renderings or photographs if readily available) of proposed buildings and uses.
3. Project data in tabular form as follows:
- Development area in square feet and acres;
 - Totals for building coverage, parking and loading areas, and landscaped areas in square feet and by percentage of development area; and
 - Required parking space and loading area calculations.
4. Narrative project report briefly explaining the character of the development in relation to the objectives of the Business District Development Program and containing the following:
- Proposed per square footage purchase price of the subject sites;
 - Generalized project cost estimates including land acquisition, demolition, site work, building construction, design, financing, and administration;
 - Development schedule;
 - Evidence of project financing;
 - Estimated on-site employment generation by full and part-time employees;
 - Estimated tax revenue generation resulting from sales taxes, real property taxes, utility and other taxes, and licenses and fees;
 - Simple project pro forma or other data demonstrating the financial feasibility of the project, including the amount and duration of financial support or other incentives the developer proposes to be provided by the City via tax increment financing, tax abatement, or other means;
 - Data demonstrating the redeveloper's financial and administrative capacity to undertake the project, experience with similar development and written evidence of the ability to bring anchor tenants to development; and
 - Description of the development proposal is in accord with the land use recommendations of the City of Urbana Comprehensive Plan.

KING PARK PROPOSED LAND USE MAP

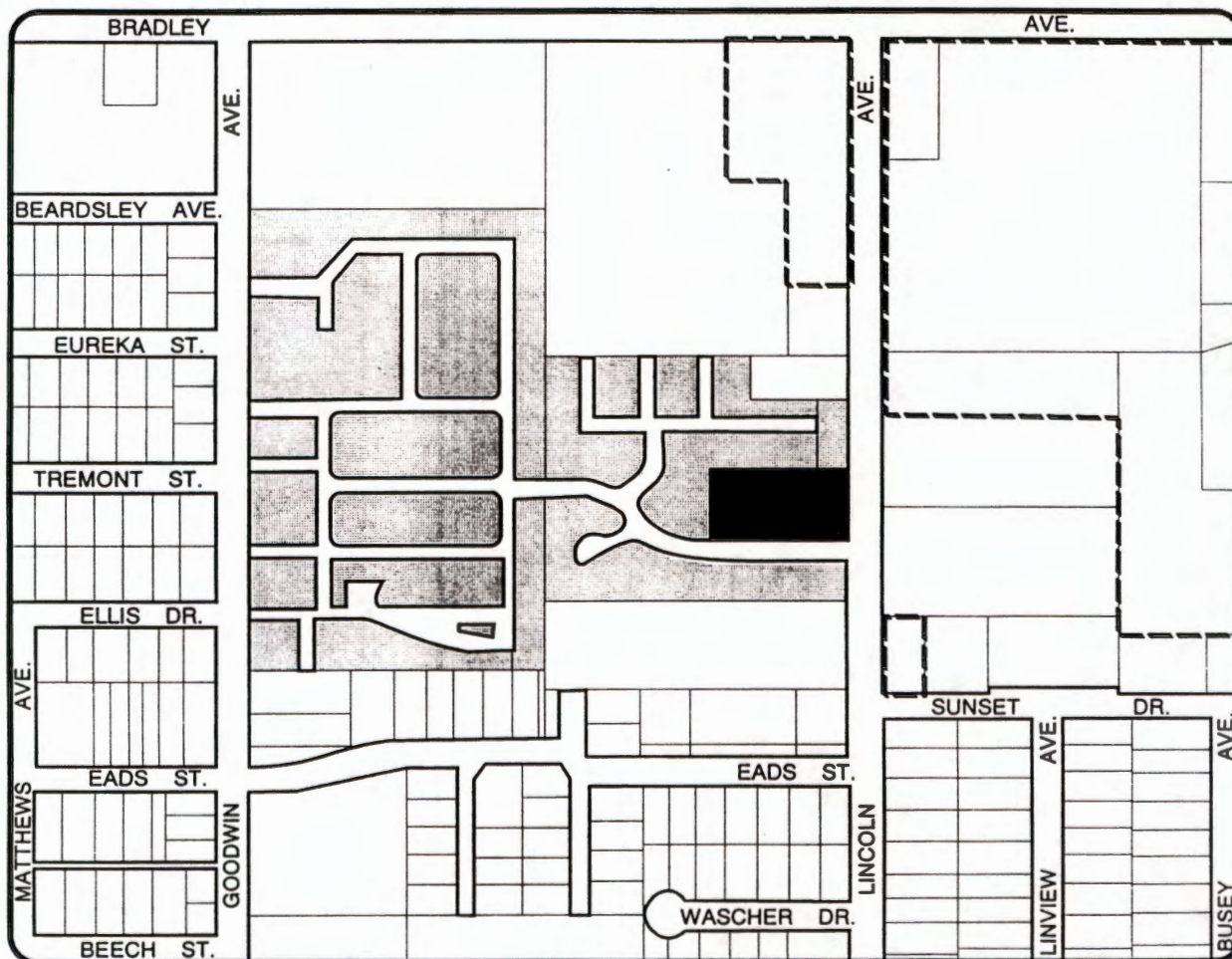


**PLAN CASE No.: 1557 - M - 94 &
1562 - M - 94**

LEGEND:


-  LOW DENSITY RESIDENTIAL
-  MEDIUM DENSITY RESIDENTIAL
-  HIGH DENSITY RESIDENTIAL
-  COMMERCIAL
-  UTILITIES
-  MOBILE HOME PARK
-  STUDY AREA LIMITS

GENERAL LOCATION MAP



PLAN CASE No.: 1557 - M - 94 &
1562 - M - 94

LEGEND:

 1557 - M - 94
(LINCOLN PARK MOBILE HOMES)

 1562 - M - 94

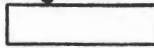




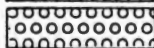

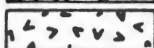
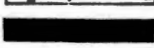
EXHIBIT C

Proposed Tax Increment District #3

North Campus and King Park Neighborhood
Redevelopment Plan

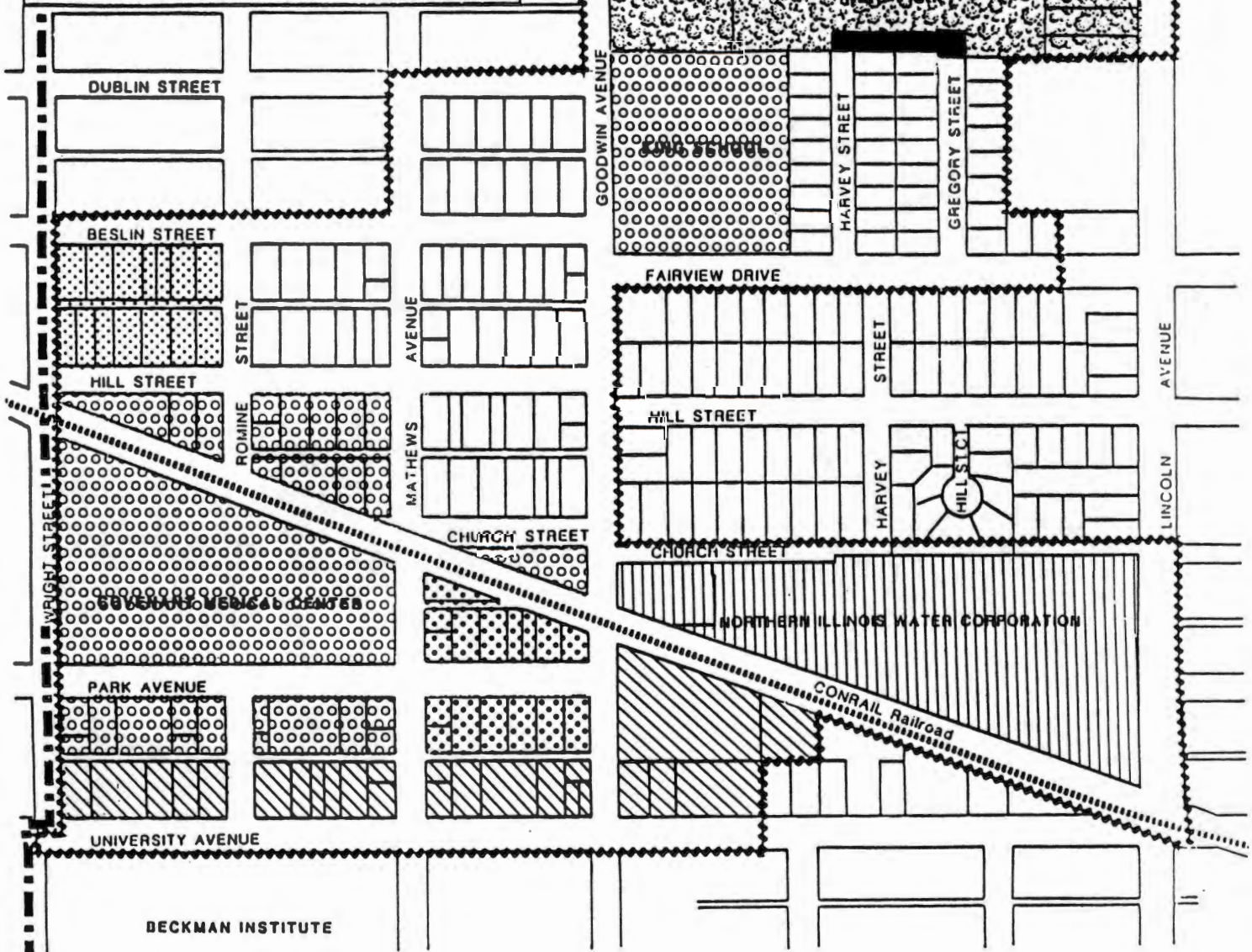
MAP 8: Future Land Use Map

Legend:

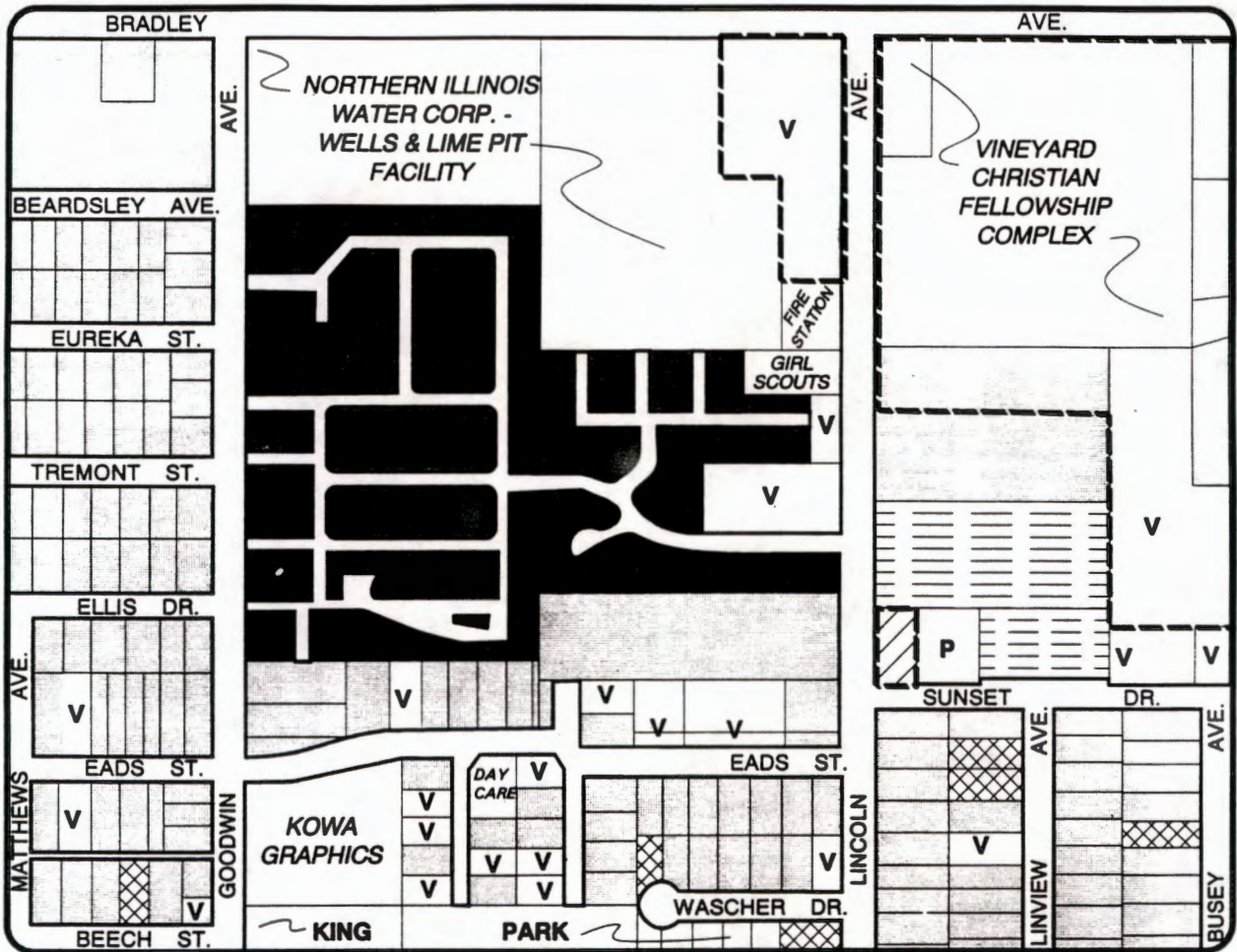
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Commercial
-  Utilities
-  Public/Semi-Public
-  Public Recreation
-  Mobile Home Parks
-  Streets

 City Limits

 District Boundary **November 1989**



LAND USE MAP



**PLAN CASE No.: 1557 - M - 94 &
1562 - M - 94**

LEGEND:








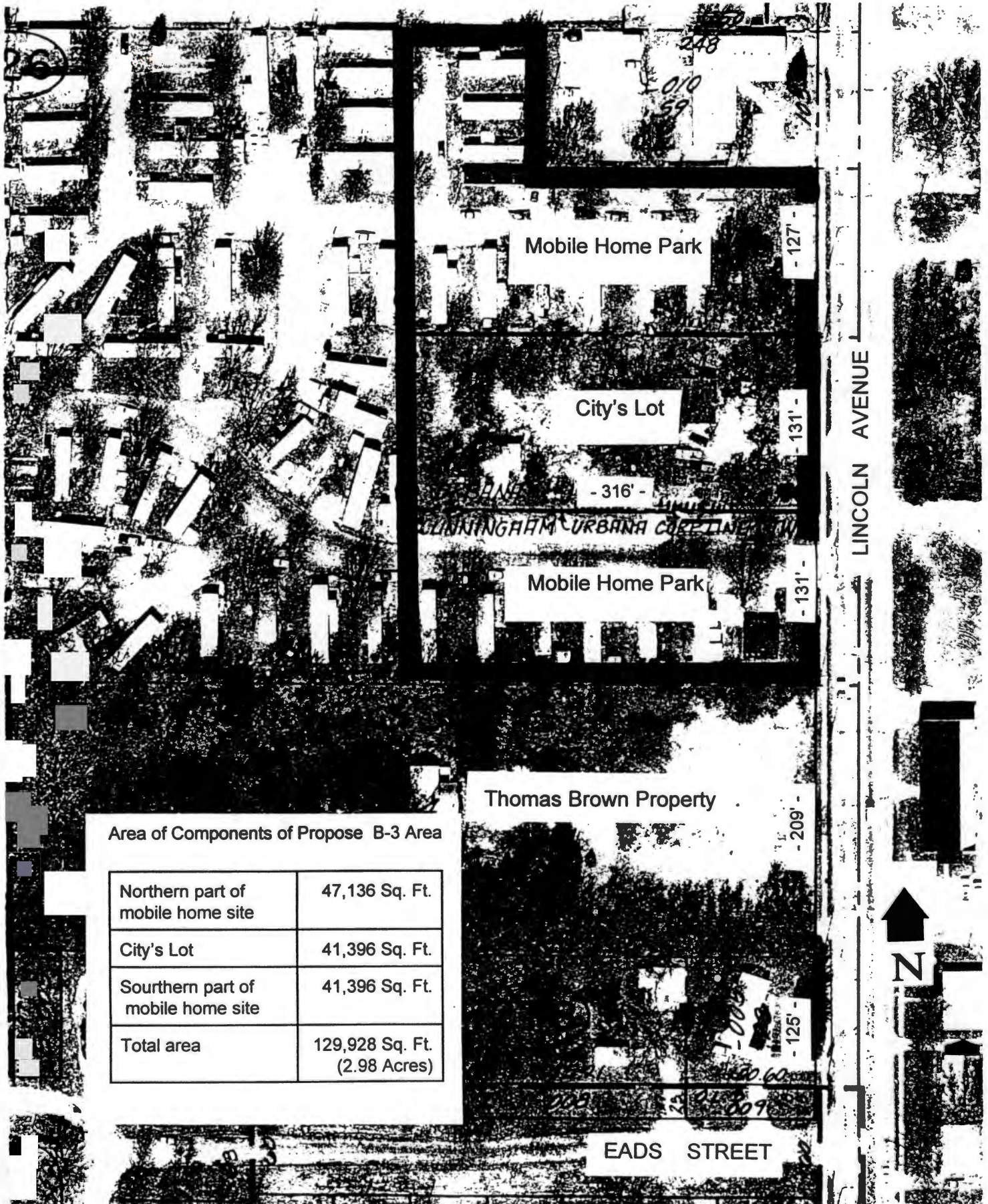
-  LINCOLN PARK MOBILE HOMES
-  SINGLE FAMILY RESIDENTIAL
-  MULTIPLE FAMILY RESIDENTIAL
-  DUPLEX
-  COMMERCIAL
-  VACANT
-  PARKING

EXHIBIT E

MAP SHOWING AREA SUBJECT TO B-3, GENERAL BUSINESS ZONING REQUEST
 Plan Case No. 1557-M-94 and 1562-M-94



Area of Components of Propose B-3 Area

Northern part of mobile home site	47,136 Sq. Ft.
City's Lot	41,396 Sq. Ft.
Southern part of mobile home site	41,396 Sq. Ft.
Total area	129,928 Sq. Ft. (2.98 Acres)

EXHIBIT F

B-3 GENERAL BUSINESS ZONING DISTRICT

According to Section IV-2 of the Zoning Ordinance, the purpose and intent of the B-3 Zoning District is as follows:

"The B-3 General Business District is intended to provide areas for a range of commercial uses wider than that of B-1 Neighborhood Business but at a lower intensity than B-4 Central Business, meeting the general business needs of the City."

Following is a list of the Permitted Uses, Special Uses and Conditional Uses in the B-3 District. Permitted Uses are allowed by right. Special Uses must be approved by the City Council. Conditional Uses must be approved by the Board of Zoning Appeals.

PERMITTED USES:

Public and Quasi-Public Facilities - Institution of an Educational, Philanthropic or Eleemosynary Nature; Church or Temple; Municipal or Government Building; Police or Fire Station; Public Library, Museum or Gallery; Public Park; Parking Garage or Lot; Electrical Substation; Telephone Exchange; Hospital or Clinic; Telegraph Office; University or College

Commercial Transportation Uses - Motor Bus Station

Residential Uses - Multi-family Dwelling; Community Living Facility, Category II; Community Living Facility, Category III; Home for Adjustment; Hotel or Motel; Bed and Breakfast

Resource Production and Agricultural Uses - Commercial Greenhouse; Greenhouse (not exceeding 1,000 sq.ft.); Garden Shop

Business Uses - Ambulance Service; Barber Shop; Beauty Shop; Reducing Salon; Dry Cleaning or Laundry Establishment; Laundry and/or Dry Cleaning Pick-up; Self-Service Laundry; Shoe Repair Shop; Tailor and Pressing Shop; Mortuary; Medical Carrier Service; Adult Entertainment Uses; Roadside Produce Sales Stand; Farm Equipment Sales and Service; Feed and Grain (Sales Only); Bank or Savings And Loan Association; Professional and Business Office; Vocational, Trade or Business School; Meat and Fish Market; Restaurant; Cafe; Fast-food Restaurant; Supermarket or Grocery Store; Bakery (Less than 2,500 sq.ft.); Dairy Store; Confectionery Store; Locker or Cold Storage for Individual Use; Automobile, Truck, Trailer or Boat Sales; Mobile Home Sales; Automobile Repair, Major; Gasoline and Service Station; Public Maintenance and Storage Garage; Automobile Washing Facility; Automobile Accessories (New); Building Material Sales (All Indoors Excluding Concrete or Asphalt Mixing); Hardware Store; Electrical or Gas Appliance Sales and Service; Department Store; Apparel Shop; Electronic Sales and Services; Shoe Store; Jewelry Store; Stationery-Gift Shop-Art Supplies; Florist; Bookstore; Tobacconist; Variety-Dry Goods Store; Music Store; Drugstore; Photographic Studio and Equipment Sales and Service; Furniture Store-Office Equipment Sales; Antique or Used Furniture Sales and Service; Pet Store; Bicycle Sales and Service; Fuel Oil, Ice, Coal, Wood

(Sales Only); Monument Sales (Excludes Stone Cutting); Sporting Goods; Heating, Ventilating, Air Conditioning Sales and Service; Lawn Mower Sales and Service; Art and Craft Stores and Studios; Bait Sales; Billiard Room; Bowling Alley; Dancing School; Lodge or Private Club; Outdoor Commercial Recreation Enterprise (Except Amusement Park); Private Indoor Recreational Development; Indoor Theater; Wholesale Business; Warehouse; Auction Sales (Non-Animal); Radio or TV Studio

SPECIAL USES:

Public and Quasi-Public Facilities - Penal or Correctional Institution

Business Uses - Convenience Shopping Center/Commercial PUD; General Shopping Center/Commercial PUD

CONDITIONAL USES:

Public and Quasi-Public Facilities - Radio or Television Tower and Station

Residential Uses - Home for the Aged; Nursing Home

Resource Production and Agricultural Uses - Plant Nursery

Business Uses - Private Kindergarten or Day Care Facility; Crematory; Construction Yard; Veterinary Hospital-Small Animal

Industrial Uses - Confectionery Products Manufacturing and Packaging; Engineering, Laboratory, Scientific and Research Instruments Manufacturing; Surgical, Medical, Dental and Mortuary Instruments and Supplies Manufacturing; Printing and Publishing Plants for Newspapers, Periodicals, Books, Stationery, and Commercial Printing; Bookbinding; Motion Picture Production Studio; Non-Profit or Governmental, Educational and Research Agencies.

DEVELOPMENT REGULATIONS BY DISTRICT

ZONE	MIN LOT SIZE	MIN OR AVERAGE WIDTH	MAX HEIGHT	MAX FAR	MIN OSR	MIN FRONT YARD	MIN SIDE YARD	MIN REAR YARD
B-3	6,000	60'	none	4.00	none	15'	10'	10'

FAR= FLOOR AREA RATIO
OSR= OPEN SPACE RATIO

Revised 6/93
(B-3zone.use)

ORDINANCE NO. _____

AN AMENDMENT TO A PART OF THE ZONING ORDINANCE OF THE CITY OF URBANA, ILLINOIS AND THE ZONING MAP OF URBANA, ILLINOIS

(Part of the Site of the Lincoln Mobile Home Trailer Park)

(Plan Case No. 1557-M-94)

WHEREAS, after due publication, a public hearing was held by the Urbana Plan Commission on January 19, 1995, February 23, 1995 and March 9, 1995 concerning the Petition filed by Gene Weisiger in Plan Case #1557-M-94; and

WHEREAS, the Urbana Plan Commission has forwarded the case to the Urbana City Council with a recommendation to approve the requested rezoning of the east 316.22 feet, more or less, of the property herein described below and commonly known as the Lincoln Mobile Home Park ; and

WHEREAS, the requested rezoning is consistent with the King Park Plan amendment to the City of Urbana's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, THAT:

Section 1. The Zoning Ordinance of the City of Urbana and the Zoning Map of Urbana, Illinois, are herewith and hereby amended to change the zoning classification of the following described area so that the east 316 feet, more or less, of the property commonly known as the Lincoln Mobile Home Park will be rezoned from AG, Agriculture and R-4, Medium Density Multiple Family Residential, to B-3, General Business:

Part of the Tax Parcel #91-21-07-226-000, including the east 316.22 feet, more or less, of the following described area:

Commencing 40 feet East of the Southwest corner of the South ½ of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 7, T19N, R9 East of the 3rd Principal Meridian in Champaign County, Illinois, thence North along the East Right of Way line of Goodwin Avenue 330 feet, thence West 10 feet, thence North along the East Right of Way line of Goodwin Avenue 619.75 feet, more or less, to a point 374.75 feet South of the North line of said Section 7, thence East along the South line of land conveyed to Illinois Water Service Company by Warranty Deed, dated June 18, 1928, as recorded in the Recorder's Office of Champaign County, Illinois on June 22, 1928, in Deed Record Book 210 at page 75, as Document No. 224557, a distance of 632.05

feet to the East line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 7, thence South 288.5 feet, more or less, to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 7, thence East 415 feet, more or less, to a point 248 feet West of the center line of Lincoln Avenue, thence South 103 feet, thence East 215 feet to the West line of Lincoln Avenue, thence South along the West line of Lincoln Avenue 127.4 feet, thence West 315.22 feet, thence South 131.08 feet to a point 316.22 feet West of the West line of Lincoln Avenue, thence East 316.22 feet to the West line of Lincoln Avenue, thence South along the West line of Lincoln Avenue 131.07 feet, thence West 632.45 feet to a point 174.16 feet North of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 7, thence South 174.16 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 7, thence West along said South line 620 feet, more or less, to the point of beginning, containing 19.49 acres, more or less, in the City of Urbana, County of Champaign, Illinois, same being the boundaries on this date of Lincoln Park for Mobile Homes.

The said area above described being represented on the map attached hereto and incorporated herein by reference.

Section 2. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities. This Ordinance shall be in full force and effect from and after its passage and publication in accordance with the terms of Chapter 65, Section 1-2-4 of the Illinois Compiled Statutes (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the Members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this _____ day of _____, 1995.

AYES:

NAYS:

ABSTAINED:

Phyllis Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 1995.

Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the ____ day of _____, 1995, the corporate authorities of the City of Urbana passed and approved Ordinance No. _____, entitled "AN AMENDMENT TO A PART OF THE ZONING ORDINANCE OF THE CITY OF URBANA, ILLINOIS AND THE ZONING MAP OF URBANA, ILLINOIS, (Part of the Site of the Lincoln Mobile Home Park, Plan Case # 1557-M-94)," which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the ____ day of _____, 1995, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this ____ day of _____, 1995.

(SEAL) _____
Phyllis Clark, City Clerk

1557m94.ord

ORDINANCE NO. _____

AN AMENDMENT TO A PART OF THE ZONING ORDINANCE OF THE CITY OF URBANA, ILLINOIS AND THE ZONING MAP OF URBANA, ILLINOIS

(1307 N. Lincoln Avenue)

(Plan Case No. 1562-M-94)

WHEREAS, after due publication, a public hearing was held by the Urbana Plan Commission on January 19, 1995, February 23, 1995 and March 9, 1995 concerning the Petition filed by the Zoning Administrator in Plan Case #1562-M-94; and

WHEREAS, the Urbana Plan Commission has forwarded the case to the Urbana City Council with a recommendation to approve the requested rezoning of the property herein described below and commonly known as 1307 N. Lincoln Avenue ; and

WHEREAS, the requested rezoning is consistent with the King Park Plan amendment to the City of Urbana's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, THAT:

Section 1. The Zoning Ordinance of the City of Urbana and the Zoning Map of Urbana, Illinois, are herewith and hereby amended to change the zoning classification of the following described area so that the property commonly known as 1307 N. Lincoln Avenue will be rezoned from R-4, Medium Density Multiple Family Residential to B-3, General Business:

Tax Parcel ID#: 91-21-07-226-012, The north 4 acres of the south 6.66 acres of the south east quarter of the north east quarter of the north east quarter of section 7, Township 19 North, Range 9 East of the Third Principal Meridian,

Except: Commencing at a point 174.16 feet north of the south west corner of the south east 1/4 of the north east 1/4 of the north east 1/4 of Section 7, Township 19 North, Range 9 east of the Third Principal Meridian in Champaign County, Illinois, Thence north 262.20 feet, thence east 315.63 feet, thence south 131.08 feet, thence east 316.22 feet, to the west line of Lincoln Avenue, thence south along the west line of Lincoln Avenue 131.07 feet to a point which is located 174.72 feet north of the south east corner of the south east 1/4 of the north east 1/4 of the north east 1/4 of Section 7, thence west 632.45 feet to the place of beginning, in Champaign County, Illinois.

The said area above described being represented on the map attached hereto and incorporated herein by reference.

Section 2. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities. This Ordinance shall be in full force and effect from and after its passage and publication in accordance with the terms of Chapter 65, Section 1-2-4 of the Illinois Compiled Statutes (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the Members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this _____ day of _____, 1995.

AYES:

NAYS:

ABSTAINED:

Phyllis Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 1995.

Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the ___ day of _____, 1995, the corporate authorities of the City of Urbana passed and approved Ordinance No. _____, entitled "AN AMENDMENT TO A PART OF THE ZONING ORDINANCE OF THE CITY OF URBANA, ILLINOIS AND THE ZONING MAP OF URBANA, ILLINOIS, (Part of the Site of the Lincoln Mobile Home Park, Plan Case # 1557-M-94)," which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the ___ day of _____, 1995, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this ___ day of _____, 1995.

(SEAL) _____
Phyllis Clark, City Clerk

1562m94.ord