

# **Committee of the Whole**

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**September 4, 2012  
Handouts**

1. Item VII A Recommendation for Rezoning case 699-AM-11
2. Planning & Zoning Monthly Report-August 2012
3. Recommendation for Shields Meeting Room Remodel
4. Lease Agreement with RPC for Additional Space

Champaign  
County  
Department of

**PLANNING &  
ZONING**

Brookens  
Administrative Center  
1776 E. Washington Street  
Urbana, Illinois 61802

(217) 384-3708

To: **Champaign County Board Committee of the Whole**

From: **John Hall, Zoning Administrator**  
**Andrew Kass, Associate Planner**

Date: **September 4, 2012**

RE: **Recommendation for rezoning Case 699-AM-11**

Request: **Amend the Zoning Map to change the designation from the existing AG-1 Agriculture Zoning District to the AG-2 Agriculture Zoning District to allow development of an Event Center authorized by the Zoning Board of Appeals in related Special Use Permit Zoning Case 700-S-11, on property located at 2607 CR 1000E, Champaign.**

Petitioner: **Lauren Murray Miller and Annie Murray DBA LA Gourmet Catering, LLC, and John Murray.**

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### *STATUS*

A letter of protest against this proposed map amendment was received on August 29, 2012, from the Attorney representing Hensley Township. See attached. The letter reviews three concerns of Hensley Township and those concerns are briefly reviewed below.

Attached to the letter of protest is a written statement by Birgit McCall (a resident of Hensley Township) that was originally submitted to the Zoning Board of Appeals on June 14, 2012, in the public hearing for this map amendment (item 25 in the Documents of Record) and the related Special Use Permit. The statement by Ms. McCall is her personal analysis of traffic safety concerns based on the CUUATS staff analysis of traffic crash data on County Highway 1 (items 14. B and C and 17.A in the Documents of Record) and the Traffic Impact Assessment (TIA) for the Special Use Permit (item 18. in the Documents of Record).

Because Ms. McCall's comments were about traffic safety and the recommendations of the Traffic Impact Assessment, in the ZBA public hearing CUATS staff was asked to prepare a response to Ms. McCall's concerns (item 32. C in the Documents of Record) and that is also attached.

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### **PROTEST BY HENSLEY TOWNSHIP**

Townships are not required to provide justification in protests of County zoning cases. The attached letter reviews three concerns on behalf of Hensley Township which are as follows:

1. **Avoiding spot zoning.** Item 21 in the Finding of Fact for Case 699-AM-11 is a review of the *LaSalle* (and *Sinclair*) factors which are the relevant considerations related to spot zoning. The ZBA makes no Finding specific to the *LaSalle* factors but in general the ZBA found that the map amendment was consistent with the *LaSalle* and *Sinclair* factors.

The ZBA also reviewed the attached comparison of the AG-2 District in Somer Township with the Proposed AG-2 District. See Attachment B.

Perhaps more relevant to the concerns in the Letter of Protest is the first Finding of Fact by the Zoning Board of Appeals in related Zoning Case 700-S-11 in which the ZBA found as follows:

The requested Special Use Permit **SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN IS** necessary for the public convenience at this location because:

- Testimony by the petitioner and others in the public hearing that indicated a need for the proposed Special Use.
- County Highway 1 provides convenient access to the property and the added traffic will not have a significant impact.
- The evidence in related Case 699-AM-11 established that the proposed Special Use is a service better provided in a rural area than in an urban area and the subject property is well suited overall for the proposed use.

2. **Public Safety (related to traffic).** This was also a concern included in the Special Report from the Hensley Township Plan Commission submitted by Mr. Ben McCall at the March 29, 2012, public hearing. After reviewing all of the evidence and testimony in the public hearing the Zoning Board of Appeals determined the following (items 2. and 2.a. in the Finding of Fact for Case 700-S-11):

The requested Special Use Permit **SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN** is so designed, located, and proposed to be operated so that it **WILL NOT** be injurious to the district in which it shall be located or otherwise detrimental to the public health, safety, and welfare because:

- a. The street has **ADEQUATE** traffic capacity and the entrance location has **ADEQUATE** visibility **BASED ON** the Traffic Impact Analysis prepared by CUUATS.

3. **Preserving the existing character of Hensley Township.** The Zoning Ordinance requires that any Special Use Permit preserve the “essential character of the District” and this was necessarily a concern of the Zoning Board of Appeals. After reviewing all of the evidence and testimony in the public hearing the Zoning Board of Appeals determined the following (item 3.b. in the Finding of Fact for Case 700-S-11):

The requested Special Use Permit **SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN DOES** preserve the essential character of the DISTRICT in which it is located because:

- a. The Special Use will be designed to **CONFORM** to all relevant County ordinances and codes.
- b. The Special Use **WILL** be compatible with adjacent uses because:
- The evidence in related Case 699-AM-11 established that the proposed Event Center will not interfere with agricultural operations and the subject site is well suited for the proposed Special Use.
- c. Public safety will be **ADEQUATE**.

#### ATTACHMENTS

- A Letter of Protest from Hensley Township Attorney received August 29, 2012
- B Comparison of AG-2 District in Somer Township with Proposed AG-2 District (item 23.A in Documents of Record)
- C CUUATS response to June 14, 2012 testimony of Birgit McCall (item 32.C in the Documents of Record)

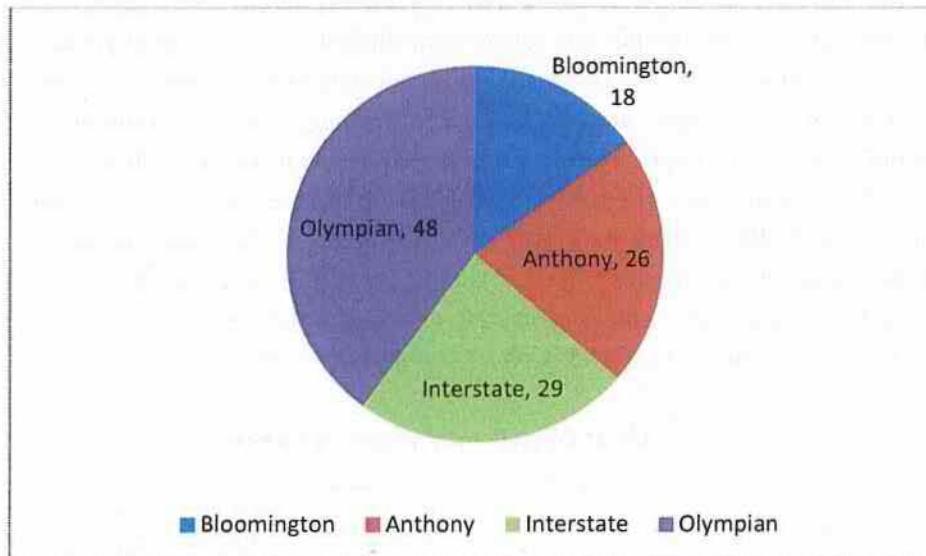


## CUUATS Staff's Response to Written Testimony of Ms. Birgit McCall

CUUATS staff would like to thank Ms. Birgit McCall for her comments on the Traffic Impact Analysis (TIA) performed for the proposed LA Gourmet Event Center on CHWY 1. CUUATS staff has the following response regarding the comments and concerns raised by Ms. McCall.

1. **Safety Analysis:** A comprehensive crash analysis was performed as part of the TIA as CUUATS staff considers safety as the first priority for any traffic related study. CUUATS staff found Ms. McCall's analysis calculations and statements to be incorrect. Figure 1 shows the percentages of injury and fatal crashes for each of the roadway segments. Labels in Figure 1 are consistent with labels shown in figures in Ms. McCall's written testimony.

Figure 1: Percentages of Injury and Fatal Crashes for Roadway Segment



CUUATS staff believes Ms. McCall's analysis involved numbers from the "Injuries" column of Table 4 of the report. This column showed the total number of injuries due the crashes at each roadway segment. It did not represent crash frequency. For example, in one crash more than one person may receive injuries.

2. **Traffic Safety and Traffic Growth Estimation:** Traffic growth estimation for the proposed development was aimed to get the worst possible condition. Such worst possible condition was based on adding numerous factors of safety during the traffic volumes estimation process. These include:
  - a. An event in the event center is highly unlikely to coincide with the typical peak hour traffic between 4:30PM and 5:30PM on a typical weekday. The Event Center staff

informed CUUATS staff that the biggest events will be hosted during weekends, and that during weekdays, smaller events may take place and those events should generally start after 5PM. However, staff still added the maximum possible trips generated from the proposed Event Center with the weekday peak hour traffic to analyze the worst condition.

- b. An event at the event center would generally last more than an hour. So, most of the incoming traffic to the event center should not be leaving the center within the same hour of their arrival. But, for the worst condition analysis, staff assumed that all of the 235 vehicles attracted to the event center would be leaving the center during the same peak hour of analysis.
- c. Traffic generated to/from the temple was added with the peak hour traffic volume calculation even though big temple events would generally take place on weekends (based on staff's communication with the local Hindu community).

Thus, Ms. McCall's emphasis on traffic volume tripling during peak time would not be an appropriate point to emphasize. It is certain that there would be an increase in traffic volumes for new developments. This increase should be considered more like an overall increase on a daily basis. The 24-Hr traffic volume on County Highway 1 north of Olympian Drive is 4,238 (collected in 2011). The proposed new Event Center would increase 24-Hr traffic volume by 470 or 11% (If you assume that the biggest events taking place on weekdays). **So, while discussing an increase in traffic volume for traffic safety analysis, an 11% possible increase should be considered instead of emphasizing on "tripling of traffic volumes during peak hour".** The following table shows the crashes occurred during the weekday evening peak period (4:30PM to 6:00PM) on the segment of CHWY 1 north of Olympian Drive to the proposed site.

**Table 1: Crash During Weekday Peak Hours**

Date	Day	Time	Crash Type	Severity Level	Total Injured
9/7/2006	Thursday	16:50	Turning	B Injury	3
11/30/2007	Friday	17:37	Angle	C Injury	1

As can be seen in Table 1 only 2 crashes (8% of the total crashes) occurred during the weekday peak period. Traffic crashes can occur any time of the day.

- 3. **Intersection Level of Service and Delay Calculations:** For any Traffic Impact Analysis intersection and roadway traffic operational level of service calculations are based on the Highway Capacity Manual, a national standard followed by all the federal, state, and local agencies. CUUATS staff built a traffic simulation network for this TIA and for intersection analysis, where all the approaches were multiplied by a factor (commonly known as the Peak Hour Factor) to identify the worst possible condition. Peak Hour Factor (PHF), identifies the worst 15-minutes interval during the peak hour and assumes that this condition would prevail during the whole hour of

analysis. Table 2 shows actual peak hour traffic volume and factored traffic volume data (which was used for operational analysis) on different approaches of the County Highway 1/Hensley Road intersection.

**Table 2: Actual and Factored Peak Hour Traffic Volumes**

Approach	Actual Traffic Volume	Factored Traffic Volume
Northbound	277	300
Southbound	105	144
Eastbound	24	40
Westbound	52	96

As can be seen in Table 2, minor approach traffic volumes (on Hensley Road) were almost doubled for the analysis purpose. In reality, vehicles on Hensley Road approaches would never experience a delay increase of 764%.

#### 4. Speed and Sight Distance Calculations

In the TIA report a free flow speed of 52 mph was mentioned as part of the operational analysis of the roadway segment. This free flow speed is a function of total traffic volume, roadway lane width, and shoulder width. Free flow speed calculation was based on the Highway Capacity Manual's guidelines. CUUATS staff checked stopping sight distance requirement for County Highway 1 and details can be found in Table 3. All the calculations were based on American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines.

**Table 3: Sight Distance Calculations**

Design Speed (mph)	Brake Reaction Distance (ft)	Braking Distance (ft)	Stopping Sight Distance (ft)	
			Calculated (ft)	Design (ft)
55	202.1	290.3	492.4	495

As can be seen in Table 3, stopping sight distance for the study roadway segment would be 495 feet. CUUATS staff did not find any issues related to stopping sight distance for the proposed development as the sight distance requirement is well within the available distance.

CUUATS staff recommended way finding signs for installation on the roadside to assist motorists. It was mentioned in the report that a way finding sign should be placed at a **minimum distance** of 200 feet in advance of the proposed site's access point. This **minimum distance** requirement recommendation was based on the guidelines provided in the Manual of Uniform Traffic Control Devices (MUTCD). CUUATS staff would recommend the Champaign County Highway Department to install way finding signs at a distance at least 0.5 miles in advance of important sites (e.g., Temple, Proposed Event Center).

Once again, CUUATS staff would like to thank Ms. McCall for her comments. Details on CUUATS projects on transportation planning, traffic engineering, traffic safety, and travel demand modeling can be found at:

<http://www.ccrpc.org/transportation/index.php>



RECEIVED  
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CHAMPAIGN CO. P & Z DEPARTMENT

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**ATTORNEYS AT LAW**

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Hurshal C. Tummelson  
(1923-2008)

August 29, 2012

Champaign County Board  
% John Hall  
Department of Planning and Zoning  
1776 E. Washington  
Urbana, IL 61821

*RE: Case No. 560-S-06*

Dear Board:

I write on behalf of Hensley Township to state opposition to the proposed amendment of the zoning map in Case 699-AM-11 and the application for Special use contained in Case 700-S-11. The map amendment is intended to change the zoning designation from AG-1 to AG-2, and if approved, then to have a special use permit issued to allow the construction of a banquet facility on a 10 acre tract in rural Hensley Township.

This protest is not based on an opposition to the petitioner's expansion of its existing business. Were the proposed map amendment in an area contiguous with existing development, the Township would not oppose it. Rather, the basis for this objection falls into three specific areas:

- Avoiding spot zoning;
- Public safety; and
- Preserving the existing character of Hensley Township consistent with the existing zoning and land use policies of Champaign County.

Spot zoning, is "commonly considered the antithesis of planned zoning" and "... focuses on the single parcel without considering the broader context. . ." <sup>1</sup> Put another way, the zoning being is approved to benefit an individual without advancing the health safety and welfare of the community. This is exactly what is occurring in Case 699-AM-11.



In the present case, the evidence is clear that the only entity benefitting is the petitioner seeking the change. The location of the property is close to the petitioner's other property. The property was purchased at a price for a residence, not commercial development. While the petitioner benefits, the surrounding community and citizens will not enjoy the benefits. To the contrary, the current character of the community will be eroded, there will be a substantial increase in the current traffic patterns, there will be increased safety issues as more traffic will inevitably lead to more traffic accidents and the potential long term implications are not favorable, as will be discussed later.

Additionally, there has been no evidence to demonstrate that there is a need being met by the proposed change in zoning. Individuals have testified that they would enjoy an event center in a rural setting, but this falls far short of demonstrating a "need" of the community. No evidence has been presented to show there is a dearth of events centers in the area or the need for event centers in the area is not being met by the existing facilities or cannot be met by development compatible with the current zoning and land use policies of the County.

The second concern centers on the public safety issue of increased traffic patterns resulting from the development of a banquet center well away from established development. Admittedly, a traffic study was performed and it gave the "ok" to the project finding that there would not be significant impact by the event center. However, this study was incomplete and open to some additional questions. These include the alleged "free flow" speed of the existing traffic, the 764% increase in waiting time for traffic at the intersection of Mattis and Hensley, accounting for stopping times in less than clear, dry conditions, traffic from the north, farm machinery which regularly utilizes the road, and the increase in accidents likely to occur. These concerns were thoroughly addressed in a document provided by Birgit McCall to the Zoning Board of Appeals. A copy of the document is attached hereto for convenience.<sup>2</sup>

The final area of objection relates to the goal of preserving best prime farmland for agricultural use, and to preserve the agricultural character of rural Hensley Township from the encroachment of urban uses and other uses that are injurious to the character of the Township. The proposed change substantially alters the character of the property, removes it from its best and highest use, and is not consistent with the zoning goals of both the County and the township. The phrase "Commercial agriculture is the highest and best use of land in the rural areas of Champaign County. . ." appears repeatedly through the County's Land Resource Management Plan. Consistent with this statement, Volume 1, Chapter 13 of the Champaign County Land Resource Management Plan

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<sup>2</sup> One revision is contained in the attachment. A correction was made to the percentage allocations in the graph titled "Likelihood of Sustaining Injury in an Accident by Road Segment." The original had an error which was pointed out by the ZBA and the attachment reflects the correction. Additionally, the document refers to Hensley Road as Olympian as had been done in the original study by CUUATS.

(LRMP) which was adopted by the Champaign County Board on April 22, 2010 contains the following

Statement 20: Approximately 77% of the soil in the County is considered best prime farmland.

Significance: Continuing development on municipal fringes and piecemeal rural development could convert more best prime farmland for urban uses. Policy statements can be created to help protect best prime farmland.

Additionally, policy 4.3.5 of the document states that:

**Policy 4.3.5**

On *best prime farmland*, the County will authorize a business or other non-residential use only if:

- a. it also serves surrounding agricultural uses or an important public need; and cannot be located in an urban area or on a less productive site; or
- b. the use is otherwise appropriate in a *rural* area and the site is very well suited to it

In furtherance of these goals and policies, the County has developed classifications for properties to avoid piecemeal development and interspersing of unrelated endeavors. Currently the property is designated as AG-1 which is "intended to protect the areas of the COUNTY where soil and topographic conditions are best adapted to the pursuit of AGRICULTURAL USES and to prevent the admixture of urban and rural USES which would contribute to the premature termination of AGRICULTURE pursuits." In contrast, AG-2 ". . . is intended to prevent scattered indiscriminate urban development and to preserve the AGRICULTURAL nature within areas which are predominantly vacant and which presently do not demonstrate any significant potential for development. This DISTRICT is intended generally for application to areas within one and one-half miles of existing communities in the COUNTY."

A basic reading of the AG-2 designation demonstrates the incompatibility of the Petitioner's intended use of the property as is not within the designated one and one-half miles of any existing community. It is this haphazard and non-contiguous development in rural Hensley Township that the Board specifically objects to in this case.

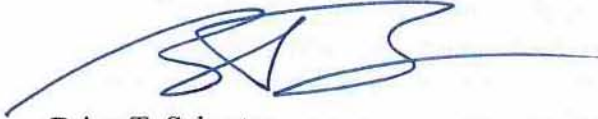
Further, in looking to the future of this property, the Hensley Township Board, and the County Board, has an obligation to consider the long term impact of the potential decision to change the zoning classification of this property. Should the Petitioner decide to sell the property or discontinue the property's use as a banquet center, the AG-2 classification could result in a number of other uses that are even less compatible with the County's land use policies in this particular location. Specifically, other permitted uses as of right AG-2 include a commercial breeding facility or a country club or golf course

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and specially permitted uses would include a cemetery, metal fabricating shop, sawmill, wood fabricating shop, penal institution, sewage lagoon, livestock stockyard or slaughterhouse, or an antique sales shop. While the likelihood of such an operation may be questioned, the reality is that once the agricultural use has been abandoned, the door has been opened for development that is incompatible with agricultural character of rural Hensley Township subjecting it to the encroachment of multiple urban uses.

In summary, Hensley Township believes that there are three questions that must be answered affirmatively in order to approve the change sought by the petitioner. First, will the proposed change benefit the health, safety and welfare of the surrounding community or is the benefit only to the single parcel? Second, the proposed event center will not substantially affect the current traffic patterns and impact public safety? And third, is the proposed development consistent with the existing zoning, land use policies and character of the surrounding properties? For the reasons stated above, Hensley Township does not believe any of the questions can be answered affirmatively and therefore the proposed change should be denied.

Sincerely,

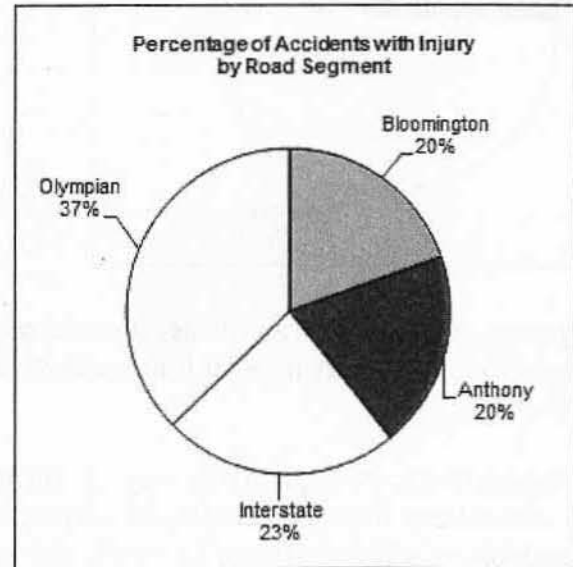
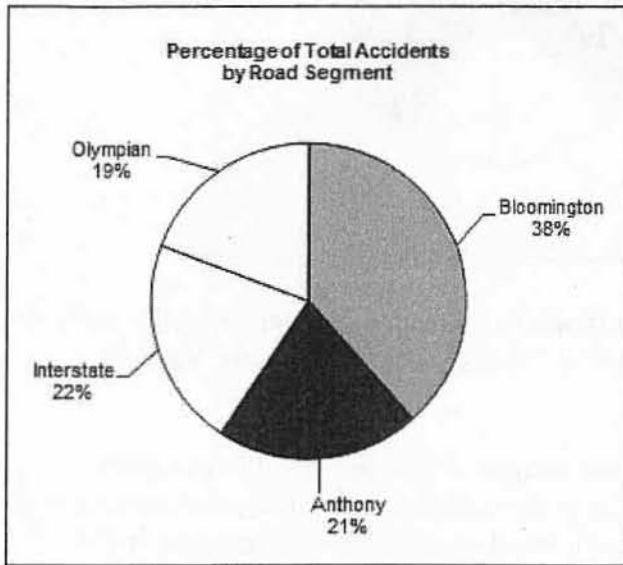
A handwritten signature in blue ink, appearing to read 'B. Schurter', with a long horizontal line extending to the right.

Brian T. Schurter

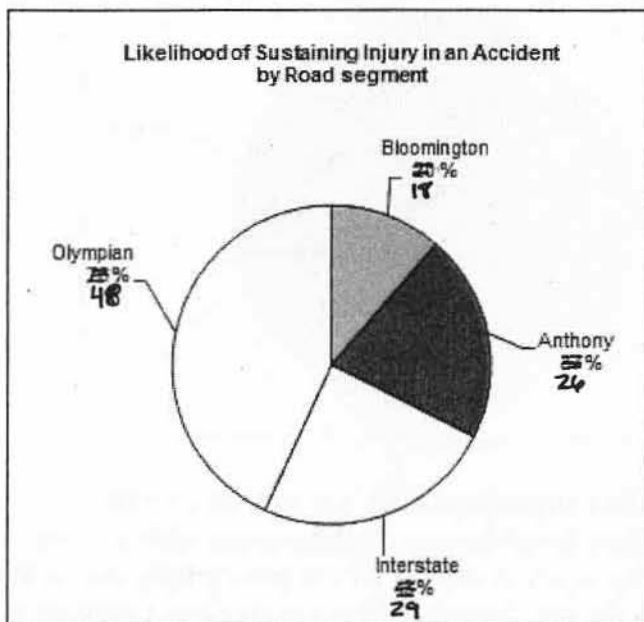
cc: LA Gourmet  
Champaign County Board Members

## Traffic Safety

I felt, from a safety perspective, that the traffic study evaluated all four road segments on Mattis using the same criteria and the analysis was done as if there are 4 apples, when in reality there are 3 apples and an orange. I took the numbers from the study and performed further analysis to see how safety factors differed from segment to segment.



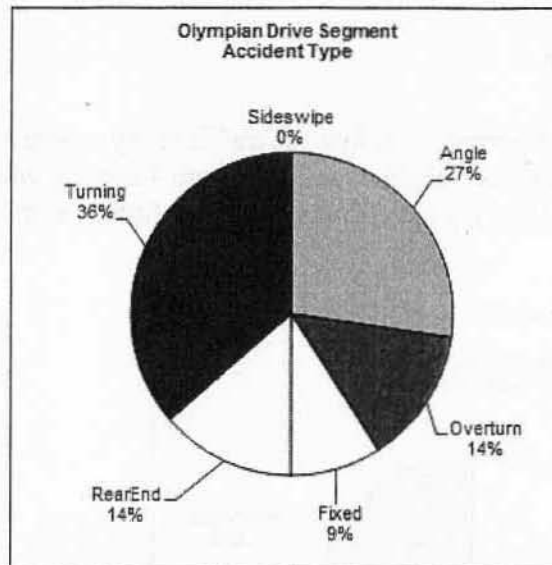
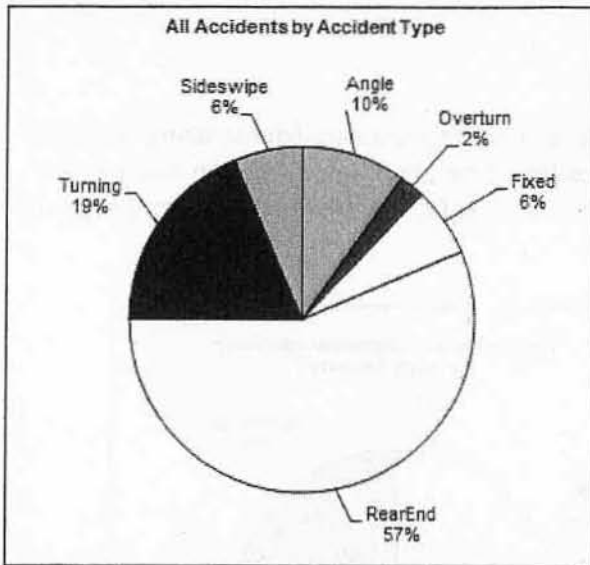
First, I looked at total accidents by road segment. Next, I re-ran those numbers and only included accidents with injuries. Even though Mattis North of Olympian had the smallest number of overall accidents (19%), it had the highest number of accidents with injury of all the road segments. In fact, it has a 50% higher rate of accident with injury than the next lower segment.



Furthermore, when each accident is considered individually, an accident North of Olympian will result in an injury 76% of the time, a full 77% more often than any of the other road segments.

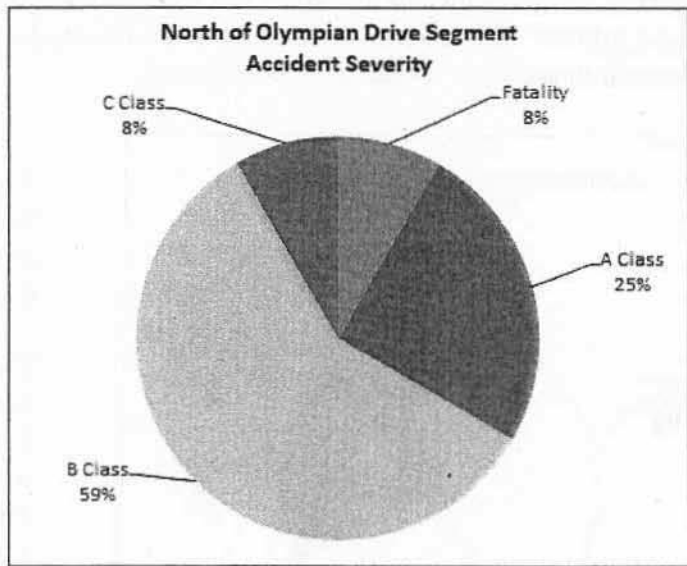
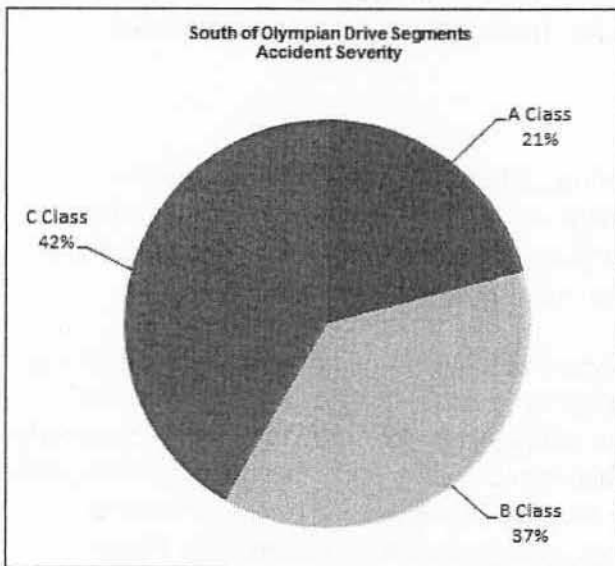
The effect of traffic volume on accident frequency is about twice as great as all other factors combined. Since the study states that traffic volume is expected to as much as triple during peak times, it is almost certain that the proposed development will lead to more accidents, and most of these will involve injuries.





The study states that Rear End accidents far outnumber any other type of accident. However, when we pull out the segment North of Olympian, Rear End accidents drop to 14% and Turning accidents become the most common at 36%.

The Turning accidents are of particular concern due to the high turn volume at Hensley and Mattis (and the unknown turn volume from the Temple and subject property). The study indicates that the level of service at Hensley and Mattis will drop from a B to an F, and waiting times for westbound traffic will increase 764%. This will, without doubt, cause people to make riskier decisions at that intersection out of impatience and, in turn, increase the number of accidents.



When we look at accident severity for the three segments South of Olympian Drive, we see that C Class accidents are the highest at 42%. But North of Olympian, C Class accidents occur infrequently, with the vast majority of accidents (92%) resulting in visible or incapacitating injury or death. This is unsurprising due to the high speed of that segment of road. While the study states that the free flow speed is 52 mph, I can't think of a time (unless I was towing or there was bad weather) when the traffic moved at less than 60 mph.

I find the fact that there is no mention in the study of the visibility issues at the subject property to be a glaring oversight. The site distance map included in the most recent packet indicates that there is 588 feet from the top of the hill where visibility is restored to the subject driveway.

Using a standard formula for stopping distance, a car traveling at 60 mph on a dry roadway needs 185 feet to stop and 414 feet on a wet roadway. When we add in 176 feet for an average 2 second response and braking time, those numbers become 361 and 590 feet respectively. A sign (unless it is very large) 200 feet before the entrance won't even give people enough time to stop, much less safely decelerate prior to the entrance.

Stopping uses between 63% and 101% of the available road distance, and if there is any traffic backup or slowdown approaching the entrance (which seems likely for high volume events), then there will be accidents. Using weather data from 2006-2010, on average there are 11 days per month that have precipitation in the form of rain or snow.

I think it is very clear after looking at the accident data specifically for the segment North of Olympian, that the safety findings of the CUUATS report are, at best, incomplete.

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Now, a few personal comments. After the last meeting, I attempted to clarify my thoughts on why I am opposed to the re-zoning request. I phrase it that way because I am not, in general, opposed to a special use permit for a rural event center on property already zoned for such use. I strongly feel that zoning should be about appropriate land use, not about the people involved. Everybody should be able to get fair consideration regardless of their personal qualifications.

As stated in previous testimony, AG-2 has a specific definition, and this request, in my opinion, pretty much asks for that definition to be ignored. For every exception that is approved, it makes it that much easier for the next petitioner to use the earlier case as justification. If this case is approved, then anybody who wants to make a profit off of or leverage the "country experience" will have a good argument. Perhaps a company decides it needs tranquility for its employees to be able to work at their very best, so it buys a property in AG-1 and asks for it to be re-zoned for a small office park. After all, they need that peace and quiet for their employees. I'm being a bit tongue in cheek, but the point remains. It also makes it that much easier for the City of Champaign to work its way up the road, and increase the bureaucratic red tape for things like putting up a machine shed or building a deck, and increasing our taxes too.

For many of the people who have written or verbally supported the Event Center, it is clearly more about the petitioners than the zoning and I make that statement for a couple of reasons. The first is that some of the people who are supporting the Murrays were opposed to the Hindu Temple (they, along with 87 other residents of Hensley Township, attended protest meetings or signed a petition opposing it). When you take a high level view of the two projects, they are very similar in size and nature, with the Event Center having a more negative impact on the area due to the larger number of high volume events. The second reason is that while there is support for the Event Center, much of that support is from outside Hensley Township or from people who do not live in the immediate area (which I define as Mattis between Hensley and 2200N). It is very easy to support something that will not directly impact you. It's also really hard to stand up and oppose something that doesn't impact you, and I don't say that just because I hate speaking in public.

I think that it is impossible to not have a negative impact on the residences closest to the property. There is just no way a neighbor can have 50 or a hundred plus people over every weekend and not disturb what is otherwise a pretty tranquil area.

I also feel that if this is approved, it would act as a windfall for the family because AG-1 ground is significantly cheaper than ground already approved for more commercial uses. This is, at some level, unfair to others who purchased land already zoned for their intended purpose.

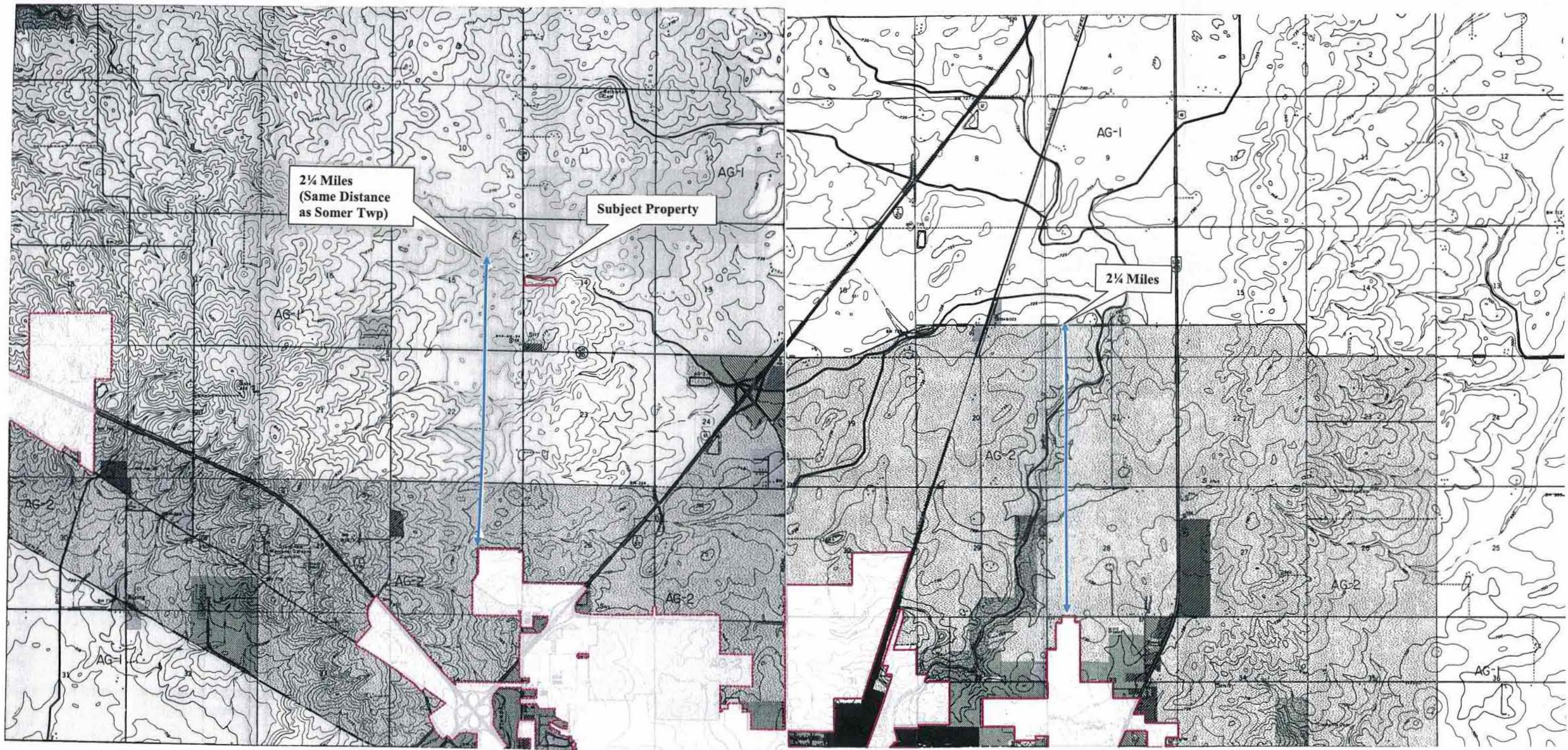
While I strongly object to re-zoning AG-1 to AG-2, if I had to select one of the two properties owned by the Murray Family as more appropriate for an Event Center (and I will use the term Murray Family to describe any property where the tax bill goes to 2607 CR 1000E), it seems to me that the current location on CR1000 E is far more suitable. Both properties are rural residences on approximately 10 acres, but CR1000E is a low-volume street and that would mitigate many of the safety concerns. The 266 acres to the North and West, and the 113 acres to the South of that property are owned by the Murray Family, so there would be no spillover drainage issues and the closest (and pretty much only) neighbor has provided testimony in support of the event center.

And, FINALLY, in closing, when I was growing up, whenever I said I needed something, my father would invariably ask if I wanted it or if I needed it. If I said I needed it, which was common when I was younger, I was asked to justify why it was a need and not a want. I consequently got very good at differentiating between the two. For example, there is a petition circulating online to bring a Trader Joes to Champaign and a few thousand people have signed it. There are obviously a large number of people that would like a Trader Joes in the community and would shop there and I am one of them; however, I realize that Champaign doesn't NEED a Trader Joes and it certainly doesn't need to rezone a piece of property simply to get one. If that were the case, I would oppose the rezoning and continue to drive to Chicago or Indy for my Trader Joes fix. I find that a rural Event Center falls into the same category. There may very well be a great number of people who would happily use it, but I believe it is a stretch to say that it is an unmet NEED in the community.

Thank you for your attention and patience.



# Attachment A: Comparison of AG-2 District in Somer Township with Proposed AG-2 District



**Official Zoning Map**  
Sheet 11 of 31 Sheets

Chairman, Champaign County Board  
County Clerk, Champaign County

Effective date: OCT. 10, 1973  
Amendment: OCT. 18, 1984  
APRIL 18, 1992

ZONING DISTRICTS			
AG-1	AG-1 AGRICULTURE	B-1	RURAL TRADE CENTER
AG-2	AG-2 AGRICULTURE	B-2	NEIGHBORHOOD BUSINESS
CR	CONSERVATION-RECREATION	B-3	HIGHWAY BUSINESS
R-1	SINGLE FAMILY RESIDENCE	B-4	GENERAL BUSINESS
R-2	SINGLE FAMILY RESIDENCE	B-5	CENTRAL BUSINESS
R-3	TWO FAMILY RESIDENCE	I-1	LIGHT INDUSTRY
R-4	MULTIPLE FAMILY RESIDENCE	I-2	HEAVY INDUSTRY
R-5	MOBILE HOME PARK	S	SPECIAL USE

**Hensley Township**  
T.20N. R.8E.  
Champaign County, Illinois

Champaign County Regional Planning Commission

**Official Zoning Map**  
Sheet 25 of 31 Sheets

Chairman, Champaign County Board  
County Clerk, Champaign County

Effective date: OCT. 10, 1973  
Amendment: OCT. 18, 1984  
APRIL 18, 1992

ZONING DISTRICTS			
AG-1	AG-1 AGRICULTURE	B-1	RURAL TRADE CENTER
AG-2	AG-2 AGRICULTURE	B-2	NEIGHBORHOOD BUSINESS
CR	CONSERVATION-RECREATION	B-3	HIGHWAY BUSINESS
R-1	SINGLE FAMILY RESIDENCE	B-4	GENERAL BUSINESS
R-2	SINGLE FAMILY RESIDENCE	B-5	CENTRAL BUSINESS
R-3	TWO FAMILY RESIDENCE	I-1	LIGHT INDUSTRY
R-4	MULTIPLE FAMILY RESIDENCE	I-2	HEAVY INDUSTRY
R-5	MOBILE HOME PARK	S	SPECIAL USE

**Somer Township**  
T.20N. R.9E.  
Champaign County, Illinois

Champaign County Regional Planning Commission



# MONTHLY REPORT for AUGUST 2012<sup>1</sup>

## Zoning Cases

Champaign  
County  
Department of

**PLANNING &  
ZONING**

Brookens  
Administrative Center  
1776 E. Washington Street  
Urbana, Illinois 61802

(217) 384-3708

The distribution of cases filed, completed, and pending is detailed in Table 1. Three zoning cases were filed in August and none were filed in August 2011. The average number of cases filed in August in the preceding five years is 2.6.

Two ZBA meetings were held in August and two cases were finalized. Two ZBA meetings were also held in August 2011 and one case was completed. The average number of cases finalized in August in the preceding five years is 2.4.

By the end of August there were 18 cases pending. By the end of August 2011 there were 13 cases pending.

**Table 1. Zoning Case Activity in August 2012 & August 2011**

Type of Case	August 2012 2 ZBA meetings		August 2011 2 ZBA meetings	
	Cases Filed	Cases Completed	Cases Filed	Cases Completed
Variance	2	0	0	1
SFHA Variance	0	0	0	0
Special Use	1	1	0	0
Map Amendment	0	1	0	0
Text Amendment	0	0	0	0
Change of Non-conforming Use	0	0	0	0
Administrative Variance	0	0	0	0
Interpretation / Appeal	0	0	0	0
<b>TOTALS</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>1</b>
Total cases filed (fiscal year to date)	26 cases		16 cases	
Total cases completed (fiscal year to date)	17 cases		12 cases	
Case pending*	18 cases**		13 cases	
* Cases pending includes all cases continued and new cases filed <u>but not decided</u> **Cases pending was incorrectly reported as 19 cases for the July Monthly Report and it should have been				

<sup>1</sup> Note that approved absences and sick days resulted in an average staffing level of 79% or the equivalent of 4.0 staff members (of the 5 authorized) present for each of the 23 work days in August.

### **Subdivisions**

There was no County subdivision application, review, or recording in August.

No municipal subdivisions were reviewed for compliance with County zoning.

### **Zoning Use Permits**

A detailed breakdown of permitting activity appears in Table 2. A list of all Zoning Use Permits issued for the month is at Appendix A. Permitting activity in August can be summarized as follows:

- 15 permits for 13 structures were received in August compared to 22 permits for 7 structures in August 2011. The five-year average for permits in August in the preceding five years is 15.4.
- 8 months in the last 23 months (including May 2012, April 2012, January 2012, December 2011, August 2011, February 2011, January 2011, September 2010) have met or exceeded the five-year average for number of permits.
- 6.75 days was the average turnaround (review) time for complete initial residential permit applications in August.
- \$1,178,065 was the reported value for the permits in August compared to a total of \$1,157,940 in August 2011. The five-year average reported value for authorized construction in August is \$1,116,274.
- 13 months in the last 43 months (including August 2012, May 2012, April 2012, February 2012, January 2012, December 2011, November 2011, August 2011, June 2011, February 2011, August and May 2010 and March 2009) have equaled or exceeded the five-year average for reported value of construction.
- \$2,569 in fees were collected in August compared to a total of \$2,628 in August 2011. The five-year average for fees collected in August is \$3,284.
- 9 months in the last 39 months (including May 2012, April 2012, February 2012, January 2012, December 2011, June 2011, August 2010, and December and March 2009) have equaled or exceeded the five-year average for collected permit fees.
- There were also 8 lot split inquiries and more than 293 other zoning inquiries in August.
- Minutes were prepared for one ZBA meeting.
- One Zoning Technician assisted the Director and Zoning Officer in review of data for the Flood Map Modernization effort (see below).

### **Zoning Compliance Inspections**

- 15 compliance inspections were made in August for a total of 125 compliance inspections so far in FY2012.

**TABLE 2. PERMIT ACTIVITY AUGUST, 2012**

PERMITS	CURRENT MONTH			FISCAL YEAR TO DATE		
	#	Total Fee	\$ Value	#	Total Fee	\$ Value
AGRICULTURAL:						
Residential		N.A.		4	N.A.	691,258
Other	5	N.A.	450,100	14	N.A.	2,035,100
SINGLE FAMILY Residential:						
New - Site Built	2	1,362	530,000	20	13,616	4,996,900
Manufactured	1	321	75,000	2	714	205,000
Additions	1	65	36,965	21	2,482	814,115
Accessory to Residential	4	723	86,000	28	5,462	824,521
TWO-FAMILY Residential						
Average turn-around time for permit approval	6.75 days					
MULTI - FAMILY Residential						
HOME OCCUPATION:						
Rural				5	165	0
Neighborhood	1	N.A.	0	8	N.A.	0
COMMERCIAL:						
New				1	849	50,000
Other				2	624	1,172,500
INDUSTRIAL:						
New						
Other						
OTHER USES:						
New				1	1,124	752,000
Other						
SIGNS				1	141	1,200
TOWERS (Includes Acc. Bldg.)				32	10,041	6,994,416
OTHER PERMITS	1	98	0	11	882	13,600
<b>TOTAL</b>	<b>15/13</b>	<b>\$2,569</b>	<b>\$1,178,065</b>	<b>150/126</b>	<b>\$36,100</b>	<b>\$18,550,610</b>

\* 15 permits were issued for 13 structures during August, 2012

◇150 permits have been issued for 126 structures since December, 2011 (FY 12/2011 - 11/2012)

NOTE: Home occupations and other permits (change of use, temporary use) total 24 since December, 2011, (this number is not included in the total # of structures).

**Planning & Zoning Monthly Report**  
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- 8 compliance certificates were issued in August. So far in FY2012 there have been 106 compliance certificates or about 2.8 per week. The FY2012 budget anticipates a total of 512 compliance inspections for an average of 9.8 inspections per week.

**Zoning and Nuisance Enforcement**

Table 3 contains the detailed breakdown of enforcement activity for August 2012 and can be summarized as follows:

- 9 new complaints were received in August compared to 13 in August 2011. No complaints were referred to another agency in August and one was referred in August 2011.
- 42 enforcement inspections were conducted in August compared to 42 in August 2011. 7 of the inspections were for the 9 new complaints received in August.
- One contact was made prior to written notification in August and 3 were made in August 2011.
- 4 initial investigation inquiries were made in August for an average of 9.6 per week in August and 10.5 per week for the fiscal year. The FY2012 budget had anticipated an average of 7.7 initial investigation inquiries per week.
- No First Notices and no Final Notices were issued in August compared to 1 First Notice and 1 Final Notice in August 2011. The FY2012 budget anticipates a total of 45 First Notices and there have been 17 First Notices by the end of August.
- No case was referred to the State's Attorney in August and none were referred in August 2011.
- 2 cases were resolved in August and 16 cases were resolved in August 2011.
- 442 cases remain open at the end of August compared to 536 open cases at the end of August 2011.

**Flood Map Modernization**

The Director attended an Open House at the Champaign Public Library on August 2, 2012, for public review of the digital Flood Insurance Rate Maps being prepared by the Illinois State Water Survey under contract to the Federal Emergency Management Agency (FEMA). Review of the digital maps and other related data (Flood Insurance Study and Summary of Map Actions) occupied a major portion of staff time in August for the Director, Zoning Officer, and one Zoning Technician. Written comments were submitted to FEMA on Friday, August 31, 2012. A text amendment will be necessary within the next six months to adopt the new digital Flood Insurance Rate Maps. Information about Flood Map Modernization can be found at [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org).

**APPENDICES**

- A Zoning Use Permits Authorized**
- B Zoning Compliance Certificates Issued**



TABLE 3. ENFORCEMENT ACTIVITY FOR AUGUST, 2012

	FY 2011 Enforcement	December, 2011	January, 2012	February, 2012	March, 2012	April, 2012	May, 2012	June, 2012	July, 2012	August, 2012	TOTALS FOR FY 12
Complaints Received	100	2	5	7	16	4	13	6	6	9	68
Initial Complaints Referred to Other Agencies	16	0	0	2	2	0	2	1	2	0	9
<b>TOTAL CASES INCLUDING PREVIOUS YEARS</b>											
Inspections	331	43	47	37	71	19	59	29	40	42 <sup>3</sup>	387 <sup>4</sup>
Phone or On-Site Contact Prior to Written Notification	22	0	1	3	3	1	1	2	0	1	12
1st Notices Issued	27	1	1	3	4	0	2	2	4	0	17
Final Notices Issued	7	1	0	0	0	0	1	0	0	0	2
Referrals to State's Attorney's Office	3	0	2	0	1	1	0	1	0	0	5
Cases Resolved <sup>1</sup>	224	3	10	5	15	3	9	1	7	2 <sup>5</sup>	55 <sup>6</sup>
Open Cases <sup>2</sup>	429	428	423	425	426	427	431	436	435	442	442 <sup>*/**</sup>

<sup>1</sup>Resolved cases are cases that have been inspected, notice given, and violation is gone, or inspection has occurred and no violation has been found to occur on the property.

<sup>2</sup>Open Cases are unresolved cases, and include any cases referred to the State's Attorney's Office or new complaints not yet investigated.

<sup>3</sup>7 inspections of the 42 performed were done for the 9 complaints received in August, 2012.

<sup>4</sup>116 of the 387 inspections performed in 2012 were for complaints received in 2012.

<sup>5</sup>1 of the resolved cases for August, 2012, was received in August, 2012.

<sup>6</sup>11 of the 55 cases resolved in FY 2012 were complaints that were also received in FY 2012.

\*Open Cases include the previous number of open cases plus the number of new complaints received in the current month less the number of cases resolved in that same month.

\*\*The 442 open cases include 29 cases that have been referred to the State's Attorney's Office, some of which were referred as early as 2001, which brings the total of open cases to 413.

**APPENDIX A. ZONING USE PERMITS AUTHORIZED DURING AUGUST, 2012**

<b><u>NUMBER</u></b>	<b><u>LOCATION</u></b>	<b><u>NAME</u></b>	<b><u>DATE IN/ DATE OUT</u></b>	<b><u>PROJECT</u></b>
111-05-01	Pending Special Use Permit			
221-05-01	Pending resolution of violation RHO			
345-05-01	Under review			
26-06-02	Under review			
88-06-01	More information needed RHO			
118-06-02	Under review			
277-06-02	More information needed FP			
82-07-01	Need IDNR response FP			
192-07-02	More information needed FP			
219-07-01	More information needed			
219-07-02	More information needed RHO			
250-07-02	More information needed			
320-07-01	More information needed FP			
18-08-01	Under review			
137-08-01	Under review			
187-08-02	Under review			
235-08-01	More information needed, possible Variance			
235-08-02	More information needed, possible Variance			
266-08-01	Variance needed			
12-09-01	Under review			
147-09-01	Under review			
357-09-01	Under review RHO			
41-10-01	Pending Special Use Permit			

**APPENDIX A. ZONING USE PERMITS AUTHORIZED DURING AUGUST, 2012**

54-10-01	Under review			
251-10-01	Variance needed			
03-11-01	Zoning Case required			
26-11-01	Under review			
66-11-01	More information required			
77-11-02	More information required, possible variance			
168-11-01 FP	Under review			
196-11-01	Under review			
13-12-01	More information needed			
52-12-01	Variance needed			
59-12-02 through 59-12-31	Under review (Wind Tower permits)			
65-12-01	Variance needed			
74-12-03	Variance needed			
101-12-01	More information needed			
157-12-02	More information needed			
180-12-01	More information needed			
185-12-02  CR	Lot 1 of Summerfield East Subdivision, Section 36, Newcomb Township; Address to be assigned PIN: Pt. of: 16-07-36- 200-015 & 25-400-032	Armstrong Construction	07/03/12 08/28/12	construct a single family home with attached garage
206-12-01  AG-1	A tract in the NW 1/4 of Fractional Section 7, Mahomet Township; 2252 CR 0E, Mahomet, Illinois PIN: 15-13-07-100-013	Thomas Krager	07/24/12 08/08/12	construct a detached storage building for cattle and cattle equipment/feed

**APPENDIX A. ZONING USE PERMITS AUTHORIZED DURING AUGUST, 2012**

207-12-01 R-1	Lot 15, Spring Lake Subdivision, Section 17, Mahomet Township; 1514 Point Drive, Mahomet, Illinois PIN: 15-13-17-404-008	Gary Giger	07/25/12 08/13/12	construct a sunroom addition to an existing single family home
207-12-02 AG-1	A tract of land located in the E ½ of the SW 1/4 of Section 8, East Bend Township; 741 CR 3450N, Foosland, IL PIN: 10-02-08-300-008	Ken Hieser	07/25/12 08/10/12	construct a sunroom addition to an existing single family home
208-12-01 CR	Lot 1 of Brook Farm Subdivision, Section 35, Newcomb Township; 455 CR 2425N, Mahomet, Illinois PIN: 16-07-35-400-010	Doug Wolters	07/26/12 08/10/12	construct a single family home with attached garage
215-12-01 AG-1	Tract I of a Plat of Survey of Part of the NE 1/4 of the NE 1/4 of Section 14, Hensley Township; 1085 CR 2200N, Champaign, IL PIN: 12-14-14-200-005	Birgit and Ben McCall	08/02/12 08/10/12	construct two storage sheds on the subject property
215-12-02 AG-1	An 80 acre tract of land being the E ½ of the SE 1/4 of Section 28, Sadorus Township; 147 CR 300E, Sadorus, IL PIN: 22-31-28-400-003	Matti and Elaine Aaltonen	08/02/12 08/10/12	construct an addition to an existing single family home
216-12-01	A tract of land located in the SW 1/4 of the NW 1/4 of Section 8, Philo Township; address to be assigned PIN: Pt. of 19-27-08- 100-003 & 004	Steven W. Westfall	08/03/12 08/13/12	construct a detached storage shed for agricultural equipment



**APPENDIX A. ZONING USE PERMITS AUTHORIZED DURING AUGUST, 2012**

219-12-01 CR	The S 231' of the N 298.4' of that part of the SE 1/4 of the SE 1/4 of Section 25, Newcomb Township lying E of the centerline of the Big Slough Ditch; 2521 CR 600E, Dewey, Illinois PIN: 16-07-25-400-013	Bruce Busboom	08/06/12 08/13/12	Establish a Temporary Use for a magic show with approximately 50 guests each night on 8/18, 8/19, 8/25, & 8/26, and a wedding with approximately 30 guests on 10/05/12
219-12-02 AG-2	Lot 160, Timberview 7 <sup>th</sup> Plat, Section 16, Mahomet Township; 1104 Sharon Drive, Mahomet, Illinois	Dan Cummings	08/06/12 08/15/12	construct a detached garage
220-12-01 AG-1	Two tracts of land comprising 4.64 acres located in the SW Corner of the NE 1/4 of Section 8, East Bend Township; 756 CR 3450N, Fooseland, Illinois PIN: 10-02-08-200-008 & 010	Kenneth Beachey	08/07/12 08/16/12	construct a detached storage shed for agricultural equipment and use only
220-12-02	variance required			
220-12-03 R-1	Lot 81, Timberview 9 <sup>th</sup> Plat, Section 16, Mahomet Township; 104 Carl Drive, Mahomet, IL PIN: 15-13-16-180-020	Howard Brown	08/07/12 08/16/12	construct a detached storage (garden) shed
220-12-01	more information needed			
227-12-01 AG-2	Lot 2 of Bartlow's First Subdivision, Section 5, Urbana Township; 2711 Bartlow Road, Urbana, Illinois PIN: 30-21-05-226-003	Pathfinder Group of Illinois LLC	08/14/12 08/22/12	place a manufactured home with detached garage on the subject property
230-12-01	variance needed			

**APPENDIX A. ZONING USE PERMITS AUTHORIZED DURING AUGUST, 2012**

230-12-02	Lot 3 of Silver Trio Subdivision, Section 3, Philo Township; 1582 CR 1100N, Urbana, IL PIN: 19-27-03-400-012	William Ipsen	08/17/12 08/22/12	construct a detached storage shed
AG-1				
236-12-01	Under review			
240-12-01	Under review			
240-12-02	Under review			
240-12-03	Under review			
240-12-04	Under review			
243-12-01	Under review			
243-12-02	Under review			
243-12-03	Under review			
244-12-01	Under review			

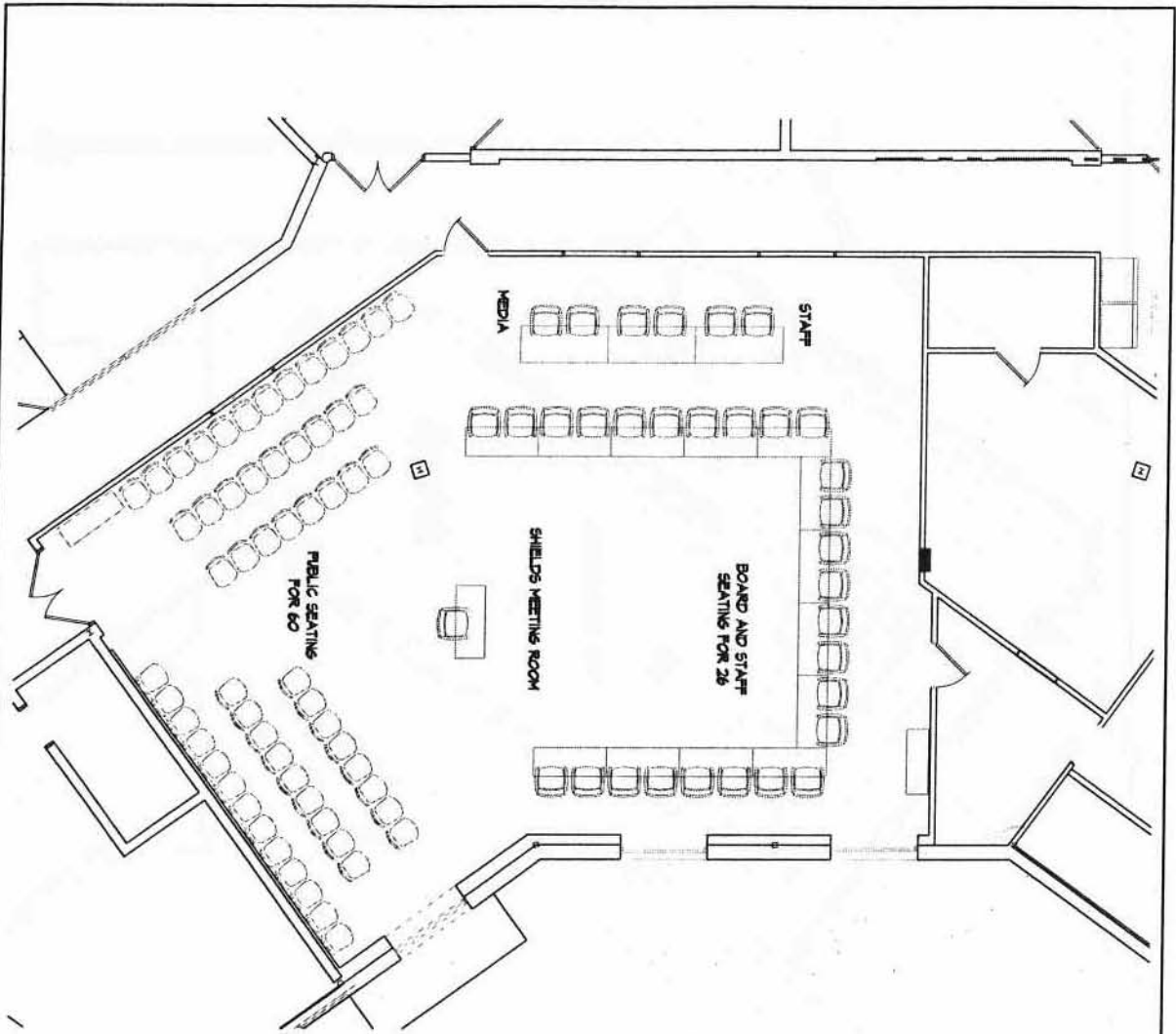
**APPENDIX B: ZONING COMPLIANCE CERTIFICATES ISSUED DURING AUGUST, 2012**

<b><u>DATE</u></b>	<b><u>LOCATION</u></b>	<b><u>PROJECT</u></b>
08/23/12 152-12-01	A .44 acre tract of land located in Part of the SW 1/4 of Section 36, Newcomb Township and Part of the NW 1/4 of Section 1, Mahomet Township; 562A CR 2400N, Dewey, Illinois PIN: 15-13-01-251-005 & 16-07-36-376-009	a detached garage
08/23/12 04-12-02	Lot 1, Charter Oaks Subdivision, Section 12, Mahomet Township; 2301 Fogel Road, Mahomet, IL PIN: 15-13-12-204-001	a detached storage shed for personal storage only
08/29/12 83-12-01	An 82 acre tract of land located in the N 1/2 of the S 1/2 of Section 21, Ogden Township; 1448 CR 2700E, Ogden, Illinois PIN: 17-24-21-300-001	a storage shed for agriculture equipment
08/29/12 216-12-01	A 2.58 acre tract of land located in the SW 1/4 of the NW 1/4 of Section 8, Philo Township; address to be assigned PIN: Pt.of 19-27-08-100-003 & 004	a detached storage shed for agriculture equipment
08/29/12 144-12-01	A tract of land located in the NE Corner of the W 1/2 of the NE 1/4 of Section 3, Philo Township; 2805 East Old Church Road, Urbana, Illinois PIN: 19-27-03-200-004	a detached garage and a covered deck addition to an existing single family home
08/29/12 96-12-01	A tract of land being a part of the SW 1/4 of Fractional Section 31, T19N, R11E of the 3 <sup>rd</sup> P.M., and of the NW 1/4 of Fractional Section 6, T18N, R11E of the 3 <sup>rd</sup> P.M., Champaign County, Illinois; 1210 CR 2400E, St. Joseph, IL PIN: 26-23-31-300-022	a single family home with attached garage

**APPENDIX B: ZONING COMPLIANCE CERTIFICATES ISSUED DURING AUGUST, 2012**

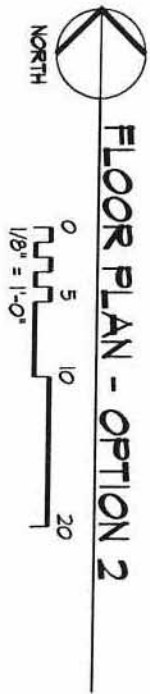
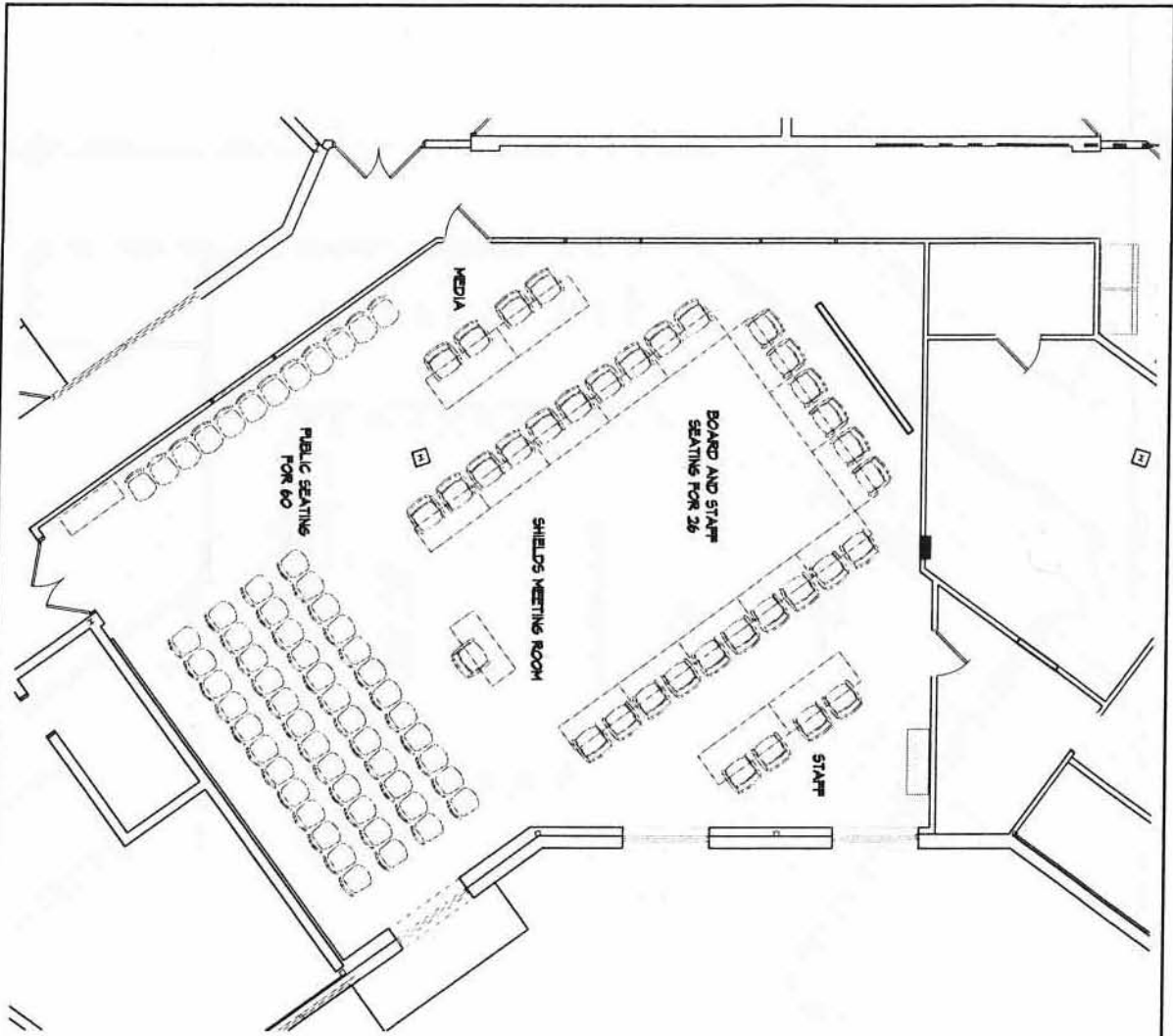
08/29/12 135-12-01	Tract 1 of the Miebach Survey, Section 6, South Homer Township; 1104 CR 2400E, Homer, Illinois PIN: 26-29-06-300-023	a detached garage for personal use
08/29/12 107-12-01	Lot 1 of Silver Trio Subdivision and a .5 acre tract of land immediately to the North of said Lot 1, Philo Township, Section 3 PIN: 19-27-03-400-010 & 017	an in-ground swimming pool
08/29/12 138-12-01	A tract of land located in the W ½ of the SE ¼ of Section 30, Philo Township; 1264 CR 700N, Tolono, Illinois PIN: 19-27-30-400-005	an agriculture equipment storage shed
08/29/12 118-12-02	Two tracts of land comprising 4.77 acres located in the S ½ of the NW ¼ of Section 33, Raymond Township; 56 CR 2000E, Longview, Illinois PIN: 21-34-33-100-010 & 012	an addition to an existing single family home with attached garage







  
 NORTH
   
**FLOOR PLAN - OPTION 1**
  
 0 5 10 20
   
 1/8" = 1'-0"

<b>A1</b>	ISAACSEN GIERUM WACHTER, LLC 114 WEST MAIN STREET    217.328.1361 URBANA, ILLINOIS 61801    217.328.1401		SHIELDS MEETING ROOM IMPROVEMENTS	1250
			CHAMPAIGN COUNTY	8/30/12
			URBANA, ILLINOIS	SMW



**FLOOR PLAN - OPTION 2**

<b>A2</b>	IGAKSEN CLERUM WACHTER, LLC 114 WEST MAIN STREET    P: 217-328-1381 URBANA, ILLINOIS 61801    F: 217-328-1401		SHIELDS MEETING ROOM IMPROVEMENTS	1236
			<b>CHAMPAIGN COUNTY</b>	8/30/12
			URBANA, ILLINOIS	SM

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE  
REGIONAL PLANNING COMMISSION**

**THIS AGREEMENT** made and entered into this 20<sup>th</sup> day of September, 2012, by and between the County of Champaign (hereinafter referred to as "Landlord"), and the Regional Planning Commission (hereinafter referred to as "Tenant"),

**ARTICLE I**

**Premises**

Landlord does hereby lease to Tenant office space located in Rooms 240-245 of Pod 200 of the Champaign County Brookens Administrative Center, which is located at 1776 East Washington Street, Urbana, Illinois. The Tenant will lease 1,300 square feet of office space during the period of November 15, 2012 through November 14, 2013. The office space leased is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A".

**ARTICLE II**

**Term**

This lease shall be for a one-year period commencing on November 15, 2012 and ending on November 14, 2013. The lease term shall automatically renew for one year periods thereafter, commencing November 15, 2013, unless the Tenant gives Landlord notice at least ninety (90) days prior to the end of each lease period that the Tenant does not wish to renew the lease.

**ARTICLE III**

**Rent**

Rent for said premises shall be at the following rates:

- a. From November 15, 2012 to November 14, 2013 the rent for this term shall be \$9035.00, with monthly payment of \$752.92 due on the fifteenth day of each calendar month.
- b. For every lease period on or after November 15, 2013 rent as charged in the previous rental period plus CPI (as documented to Champaign County by the Illinois Department of Revenue in January of the renewal year, to determine the maximum extension under the Property Tax Extension Limitation Law), except that if the CPI is negative, the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.

**ARTICLE IV**

**Utilities**

- a. Landlord shall arrange for electric current, plumbing, and heat and air conditioning, during the appropriate seasons, to be furnished. Landlord shall not be liable for failure to furnish or for



suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance or any cause or reason whatsoever beyond the control of the Landlord.

b. Tenant shall pay for all utilities at a cost to be pro-rated monthly based on the square footage occupied by Tenant as compared to the total monthly utility cost for the Brookens Administrative Center.

## ARTICLE V

### **Custodial Services**

a. Landlord shall provide custodial cleaning services of the premises through contract services with the same company with which Landlord contracts for cleaning services.

b. Tenant shall pay for custodial services utilized at a cost to be pro-rated monthly based on the square footage occupied by Tenant as compared to the total monthly custodial services cost for the Brookens Administrative Center.

## ARTICLE VI

### **Use of Premises**

a. Tenant shall use and occupy the lease premises for the office of the Regional Planning Commission and for no other purpose whatsoever without the prior written consent of Landlord.

b. Tenant shall keep the demised premises and the fixtures therein in good order and condition and will, at the expiration or other termination of the term hereof, surrender and deliver up the same in like good order and condition as the same now is or shall be at the commencement of the term hereof, ordinary wear and tear and damage by the elements, fire and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety days after commencement of occupancy written notice specifying which, if any, parts of the leased premises were not in good order upon the Tenant's taking possession.

c. Tenant will not use or permit the demised premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified. Tenant will in all respects comply with any and all ordinances, laws, rules or regulations relating to its occupancy or use of the premises as may be in effect on the commencement of the term or any extensions thereof or which may be enacted or adopted during any term of extension hereof. Tenant further agrees to save Landlord harmless from all fines, penalties and costs for violations of or non-compliance with the same.

d. Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the demised premises beyond that made known to Landlord at the time of execution of this lease. Also, Tenant shall not use any equipment or engage in any activity which shall cause a significant change in the insurance classification of the premises or which shall create or cause undue expense to Landlord for maintenance and/or utilities.

## **ARTICLE VII**

### **Subletting and Assignment**

Tenant shall not sublet the demised premises or any portion thereof or transfer possession or occupancy thereof to any person, firm or corporation or transfer or assign this lease without the prior written consent of the Landlord, nor shall any subletting or assignment hereof be affected by operation of law or otherwise than by the prior written consent of the Landlord.

## **ARTICLE VIII**

### **Alterations**

a. Tenant will not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the demised premises or any part thereof, without the prior written approval by Landlord of the design, plans and specifications therefore which approval shall not be unreasonable if withheld. In no event shall the Tenant suffer or cause to remain any lien of any type to attach to the demised premises or fixtures as a result of any such alterations.

b. It is distinctly understood that all alterations, installations, changes, replacements, additions or improvements upon the demised premises, shall at the election of Landlord remain upon the demised premises and be surrendered with the demised premises at the expiration of this lease without disturbance or injury. Should Landlord elect that same be removed upon termination of this lease or any extension hereof, Tenant hereby agrees to cause same to be removed at the sole cost and expense of Tenant and should Tenant fail to remove same, then and in such event Landlord may cause same to be removed and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

c. Maintenance and repair of any items installed pursuant hereto shall be the sole responsibility of Tenant and Landlord shall have no obligation in connection therewith.

d. Tenant shall promptly repair any and all damage that may be caused to the demised premises or to the building and grounds of which the demised premises are a part occasioned by the installation or removal of any alteration made pursuant hereto.

## **ARTICLE IX**

### **Parking**

a. As a part of this lease and without additional cost to Tenant, non-reserved parking spaces will be made available for the use of Tenant's employees. All such parking shall be in the rear parking lot, located at the northern portion of the property.

b. Tenant's temporary business guests and visitors will be permitted to use visitors' reserved parking space available off Washington Avenue. Availability and use of such parking shall be on a space available first-come-first-served basis.

## **ARTICLE X**

### **Signs, Notices, Advertisements, Etc.**

- a. Tenant shall be entitled to place its organization name and logo on a space on the exterior of the building to be designated by Landlord.
- b. No other sign, advertisement or notice shall be inscribed, printed, affixed or otherwise placed on a part of the grounds, outside or inside of the building of which the demised premises are a part-except on the directories and doors of offices, and then only in such size, color and style as Landlord shall approve.

## **ARTICLE XI**

### **Insurance**

- a. The Landlord agrees to maintain adequate hazard insurance on the building on said premises. Tenant agrees that it shall insure its own contents. Tenant agrees to maintain liability insurance for injuries or damage suffered by a person on the lease premises and agrees to hold Landlord harmless and to indemnify Landlord for any loss arising from such liability incurred because of the negligence of the Tenant or its agents.
- b. Tenant shall furnish Landlord certificates issued by the carrier(s) evidencing the coverage as set forth above within ten (10) days of the execution hereof and shall, on each policy renewal date, furnish written confirmation of continuing coverage for the succeeding term of such policies. Tenant may include the insurance coverage required in any "blanket" policy or policies maintained by the Tenant.

## **ARTICLE XII**

### **Indemnification**

Tenant will protect, indemnify, save and hold harmless Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses, including, but not limited to, reasonable attorneys fees and expenses, imposed upon, incurred by or asserted against Landlord or the demised premises during the term of this lease, including without limitation and any such claim arising out of the use, occupancy or condition of the demised premises or the buildings, grounds and ways of which they are a part, any equipment installed or materials stored therein, unless caused by the willful or negligent act of the Landlord or its agents, or the failure of the Landlord to perform its obligations hereunder. In case any action, suit or procedure is brought against the Landlord by reason of any such occurrence, Tenant, upon request and written notice of Landlord, will, at Tenant's expense, defend such action, suit or proceeding with counsel designated by Tenant and acceptable to Landlord. Landlord agrees to cooperate with the defense of any such suit or claim.

### **ARTICLE XIII**

#### **Services**

Landlord shall furnish adequate lavatory supplies and normal and usual maintenance, Mondays through Fridays, (except that, during weeks having a legal holiday during the normal work week, such services shall not be available on such holidays) without additional cost to Tenant.

### **ARTICLE XIV**

#### **Personal Property**

All personal property of Tenant in the demised premises or in the building of which the demised premises are a part shall be at the sole risk of Tenant, Landlord shall not be liable for any accident or damage to property of Tenant resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus. Landlord shall not in any event be liable for damages to property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's property. Landlord shall not be liable in damages, nor shall this lease be affected for conditions arising or resulting and which may affect the building of which the demised premises are a part, due to construction on contiguous premises.

### **ARTICLE XV**

#### **Damage to Premises**

In case of damage by fire or other casualty to the demised premises, without the fault of Tenant, if the damage is so extensive as to amount practically to the total destruction of the demised premises or if the damage occurs during the last six (6) months of the term hereof, the lease shall cease and rent shall be apportioned to the time of the damage. In all other cases when the demised premises are damaged by fire or other casualty without the fault of Tenant, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the demised premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired, provided, however, that should the demised premises not be restored to tenantable condition within three (3) months from the date of said damage, then in that event, Tenant may, at its option, cancel and terminate this lease in its entirety. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond Landlord's control. No compensation, claim or diminution of rent shall be allowed or paid by Landlord, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing the demised premises or any portion of the building of which they are a part, however the necessity may occur.

### **ARTICLE XVI**

#### **Access**

Landlord, its agents and employees, shall have the right to enter the demised premises, at reasonable hours, and may further make such inspections and repairs as are deemed necessary, provided that such access does not reasonably interfere with the business of Tenant.



## **ARTICLE XVII**

### **Cumulative Remedies and Waiver**

The specified remedies to which Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in any one or more cases upon the strict performance of any of the covenants of this lease or to exercise any option or right or receipt by Landlord of any rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by Landlord of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by the Landlord.

## **ARTICLE XVIII**

### **Partial Invalidity**

If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this lease shall be valid and shall be enforced to the fullest extent permitted by law.

## **ARTICLE XIX**

### **Successors**

All of the terms and provisions of this lease shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successor and assigns of Landlord and Tenant.

## **ARTICLE XX**

### **Notices and Payments**

All rent or other payments under this lease shall be paid to Landlord Champaign County Administrator's Office, 1776 E. Washington Street, Urbana, Illinois, or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished by mailing the same by certified mail to Landlord at the same address to which rental payments shall be made. All notices to Tenant shall be furnished by Landlord by mailing the same by certified mail address to Regional Planning Commission, 1776 E. Washington Street, Urbana, Illinois.

## **ARTICLE XXI**

### **Governing Law**

This agreement shall be construed, enforced and considered made in accordance with the laws of the State of Illinois.

**ARTICLE XXII**

**Titles**

All titles, captions and heading contained in this agreement are for convenience only and shall not be deemed a part of this agreement.

**ARTICLE XXIII**

**Supersession**

The terms of this agreement constitute the whole and entire agreement between the parties and supersede any and all prior understanding, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

**Landlord:**  
**COUNTY OF CHAMPAIGN, ILLINOIS**

**Tenant:**  
**REGIONAL PLANNING COMMISSION**

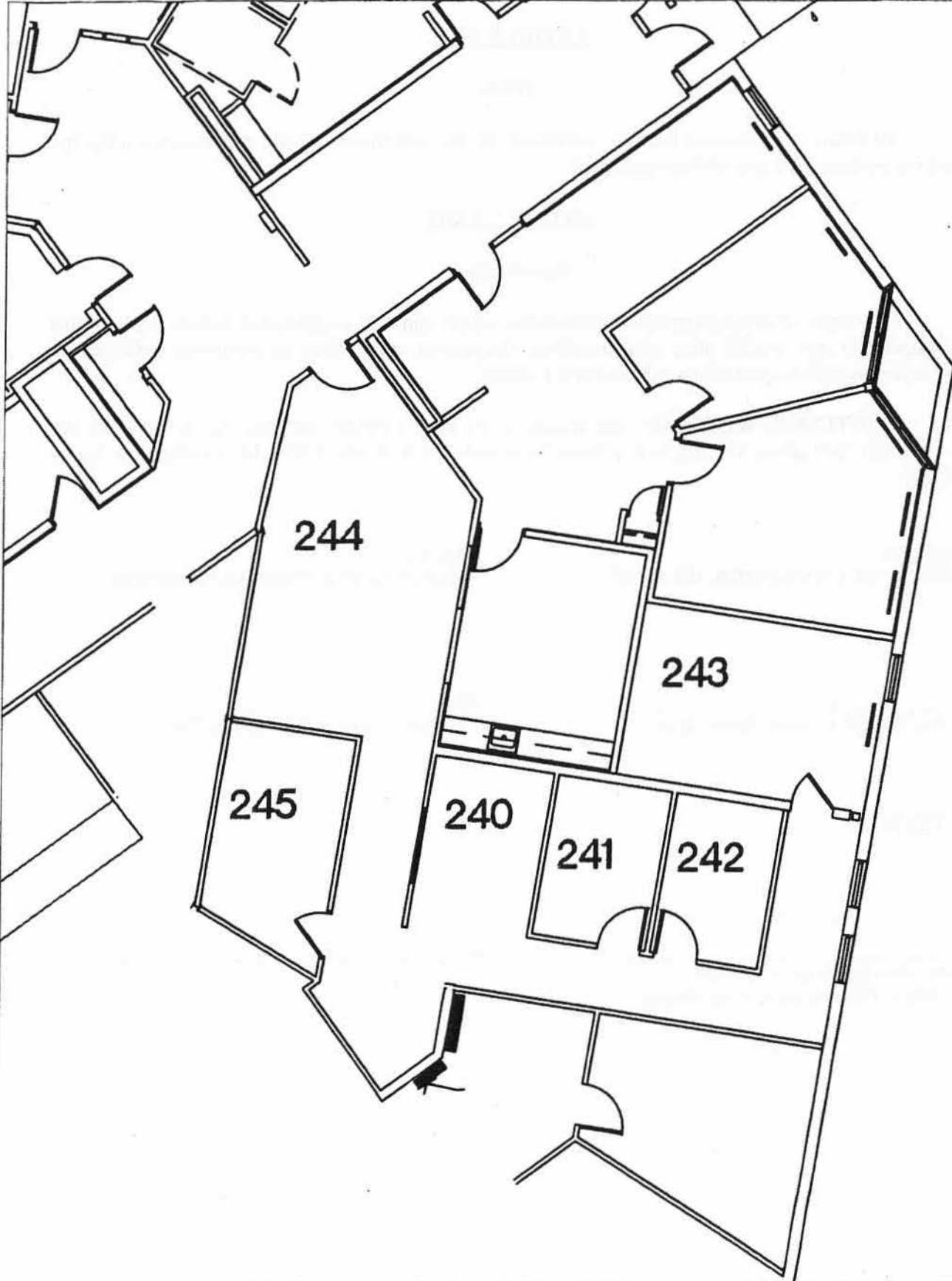
By: \_\_\_\_\_  
C. Pius Weibel, County Board Chair

By: \_\_\_\_\_  
Cameron Moore, RPC Executive Dir.

**ATTEST:**

By: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
Ex-Officio Clerk of the County Board

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



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES  
PHYSICAL PLANT DIVISION  
1776 E. WASHINGTON, URBANA, IL

Pod 200

Not to scale

DATE: 4-27-2010

Exhibit A