DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor

FROM: Elizabeth H. Tyler, FAICP, Director, Community Development Services

DATE: October 23, 2014

SUBJECT: **AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT SECOND AMENDED AND RESTATED WITH CAKE DESIGN DEVELOPMENT LLC (206, 208, 210 West Main Street)**

AND

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE, FY2014-15 (Redevelopment Agreement Second Amended and Restated, Cake Design Development LLC)

Introduction and Background

In December 2012, the City of Urbana first entered into a Redevelopment Agreement with Cake Design Development LLC for the renovation of two vacant buildings at 206 and 208 West Main Street, generally located on the north side of Main Street between Corson Music's Guitar Store and Siam Terrace. These properties respectively became [co][lab], a creative co-working and pop-up/event space, and Cafeteria & Company, a pizzeria, coffee shop and private event space. In May of 2013, the City entered into an amended agreement with Cake Design Development for the purpose of renovating the second floor of 208 West Main Street. This upper floor, referred to as 210 West Main, had been sealed off for two decades and was renovated into offices for two creative industry businesses as well as a new apartment unit. All three construction phases of the amended agreement have been completed and these long vacant spaces now house 18 vibrant, new businesses, numerous community events, and frequent entrepreneurial networking activities.

At the time of the original agreement, the project budget for physical improvements to the building was estimated at $340,000. At the time of the amended agreement and with the expanded project scope, the estimated project budget for improvements grew to $630,000. However, the actual cost for the completion of the full scope of improvements defined in the agreement ultimately totaled over $915,000. This amount has been verified by City staff by reviewing all individual receipts for improvement-related expenses. The developer attributes this

45 percent project over-expenditure to several unforeseen items that became apparent as the project progressed including addressing structural damage to the building, adding necessary structural reinforcement to floor and roof systems, and establishing fire separation and fire suppression systems on the second floor.

The City of Urbana initially committed a 20 percent reimbursement on eligible expenses up to a cap of $55,000 in the original agreement. In the second agreement, that cap was raised to allow for a total incentive of $128,000.

Matt Cho of Cake Design Development contacted City officials this past July regarding the project over-expenditures and the impact they have had on the future financial sustainability of the property. Mr. Cho has requested that the City amend the redevelopment agreement a second time to allow for a 20 percent reimbursement of all eligible costs expended in the achievement of the full project. Providing this incentive would require the City to increase the incentive cap from its current level of $128,000 to $183,000. Many redevelopment agreements entered into by the City involve incentive participation at 20 percent of the total project cost. Had the actual cost for this project been known at the outset of negotiations, City staff would have proposed a higher maximum cap in the initial agreement.

The attached proposed Redevelopment Agreement Second Amended and Restated with Cake Design Development LLC (Exhibit A) would provide for City assistance through TIF 1 and TIF 2 up to a maximum of $183,000 in reimbursement for eligible project expenses. The agreement would provide for no other changes in terms or conditions other than this proposed increase in the incentive cap. In addition to the Redevelopment Agreement, City Council is asked to consider a budget amendment of $55,000 for the current fiscal year which would fund the additional expense of the proposed agreement (Exhibit B). The fund balance in TIF 2 at the end of FY 13-14 was $2.1 million and the projected fund balance in TIF 2 at the end of FY 14-15 is $1.4 million. Therefore, sufficient fund balance exists to accommodate the proposed budget amendment.

Fiscal Impact and Discussion

The costs associated with this proposed amended redevelopment agreement will be borne by TIF 1 and TIF 2. As mentioned above, the additional TIF reimbursement to the developer would total $55,000 and would bring the total reimbursement paid to the developer up to $183,000. Due to the expiration of TIF 1 in 2016, the TIF will not be able to recoup its investment in the proposed project; however the purpose of TIF would be fulfilled by facilitating investment, re-occupancy, and positive business activity in the area. While the TIF itself would not recoup its investment, the anticipated property tax generated directly by this project for all taxing entities is expected to reach the break-even point in approximately eleven years. In addition, the total project is expected to produce over $300,000 in local sales tax over the same eleven-year period.

Aside from the direct fiscal impact, 18 new, creative startup companies are currently based in the building, including the corporate headquarters of Personify, Inc., a growing tech firm graduate of

the UIUC Research Park, as well as Miss Possible, a startup educational toy developer that has recently gained national recognition (Exhibit C). The project transformed a long-underutilized building into a destination that contributes substantially to the vitality of Downtown Urbana and has achieved popularity as a regional hotspot for eclectic pop-ups, networking events, and entrepreneurial activity. Extension of the reimbursement cap for this project will help to ensure its continued viability as it moves forward in offering additional opportunities to the local entrepreneurial community as well as food and entertainment options to residents and visitors alike. The continued success of the Cake Design Development projects is crucial in ensuring the continued renaissance of Downtown Urbana as a creative place to work, to do business, and to play.

Options

1. Approve the second amended and restated redevelopment agreement ordinance and budget amendment ordinance as presented

2. Approve the second amended and restated redevelopment agreement ordinance and budget amendment ordinance with changes. It should be noted that any changes will need to be agreed upon by the developer.

3. Do not approve the second amended and restated redevelopment agreement ordinance and budget amendment ordinance.

Recommendation

The redevelopment of 206, 208 and 210 West Main Street has realized creative industry attraction, new job creation, generated positive publicity for Downtown Urbana, and is a benefit to the City and TIF District #1.

Staff recommends that the City Council approve the attached second amended and restated redevelopment agreement ordinance and accompanying budget amendment ordinance.

Prepared by:

_____ _____

Brandon S Boys, Economic Development Manager

Attachments: Exhibit A: Proposed Ordinance with Agreement
Exhibit B: Proposed Budget Amendment Ordinance
Exhibit C: Cake Design Development Fact Sheet on the Project

"Exhibit A"

ORDINANCE NO.

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT SECOND AMENDEND AND RESTATED WITH CAKE DESIGN DEVELOPMENT LLC
(206, 208, and 210 West Main Street – Matt Cho)

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

Section 1. That a Redevelopment Agreement First Amended and Restated Between the City of Urbana and Cake Design Development LLC in substantially the form of the copy of said Agreement attached hereto, be and the same is hereby 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 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 _____ day of _____, 2014.

AYES:

NAYS:

ABSTAINS:

_____
Phyllis Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2014.

_____

Laurel Lunt Prussing, Mayor

REDEVELOPMENT AGREEMENT
SECOND AMENDED AND RESTATED

by and between the

CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

and

CAKE DESIGN DEVELOPMENT LLC

Dated as of November 1, 2014

Document Prepared By:

Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820

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EXHIBIT A	Description of Property

REDEVELOPMENT AGREEMENT
SECOND AMENDED AND RESTATED

THIS REDEVELOPMENT AGREEMENT SECOND AMENDED AND RESTATED (including any exhibits and attachments hereto, collectively, this **"Agreement"**) is dated for reference purposes only as of November 1, 2014, but actually executed by each of the parties on the dates set forth beneath their respective signatures below, by and between the **City of Urbana, Champaign County, Illinois**, an Illinois municipal corporation (the **"City"**), and **Cake Design Development LLC**, an Illinois limited liability company (the **"Developer"**). This Agreement shall become effective upon the date of the last of the City and the Developer to execute and date this Agreement and deliver it to the other (the **"Effective Date"**).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the **"TIF Act"**), including by the power and authority of the City as a home rule unit under Section 6 of Article VII of the Constitution of Illinois, the City Council of the City (the **"Corporate Authorities"**) did adopt a series of ordinances (Ordinance Nos. 8081-61, 8081-62 and 8081-63 on December 22, 1980) including as supplemented and amended by certain ordinances (Ordinance No. 8637 on October 6, 1986, Ordinance No. 9394-100 on May 16, 1994, Ordinance No. 2003-12-148 on December 15, 2003, and Ordinance No. 2004-09-132 on October 4, 2004) (collectively, the **"TIF Ordinances"**); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinances, the City designated the Urbana Downtown Tax Increment Redevelopment Project Area (the **"Redevelopment Project Area")** and approved the related redevelopment plan, as supplemented and amended (the **"Redevelopment Plan"**), including the redevelopment projects described in the Redevelopment Plan (collectively, the **"Redevelopment Projects"**); and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to acquire the Property (as defined below) and to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below); and

WHEREAS, the Property (as defined below) is within the Redevelopment Project Area; and

WHEREAS, the Developer is unwilling to acquire the Property (as defined below) and to undertake the Project (as defined below) without certain tax increment finance incentives from the City, which the City is willing to provide; and

WHEREAS, the City has determined that it is desirable and in the City's best interests to assist the Developer in the manner set forth herein in this 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 Developer hereby agree as follows:

ARTICLE I
DEFINITIONS

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

"City Comptroller" means the City Comptroller of the City, or his or her designee.

"Corporate Authorities" means the City Council of the City.

"Eligible Redevelopment Project Costs" means those costs paid and incurred in connection with Phase I, Phase II and Phase III of the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q)(3) of the TIF Act, including the rehabilitation, reconstruction, repair or remodeling of the existing buildings, fixtures and improvements upon the Property.

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

"Incremental Property Taxes" means, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Redevelopment Project Area by taxing districts that is attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real estate within the Redevelopment Project Area over the equalized assessed value of each taxable lot, block, tract or parcel of real estate within the Redevelopment Project Area which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the City Comptroller for deposit by the City Comptroller into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

"Project" means, collectively, the rehabilitation, reconstruction, repair or remodeling of the existing buildings, fixtures and improvements upon the Property to provide space: (i) for a downtown kitchen and café upon the first floor of that part of the Property commonly known as 208-210 W. Main Street, Urbana, Illinois (**"Phase I"**); (ii) for a studio/co-workspace for local designers upon the first floor of that part of the Property commonly known as 206 W. Main Street, Urbana, Illinois (**"Phase II"**) and (iii) for a studio/office for persons employed in creative industries on the second floor of that part of the Property commonly known as 208 W. Main Street, Urbana, Illinois (**"Phase III"**).

"Project Commencement Date" means, as applicable, January 15, 2013, the date on or before which construction of Phase I and Phase II of the Project is to commence, and May 21, 2013, the date on which Phase III of the Project is to commence.

"Property" means, collectively, the real estate consisting of the parcel or parcels legally described on Exhibit A hereto, upon or within which the Project is to be undertaken and completed.

"Reimbursement Amount" means the amount to be reimbursed or paid from the Fund to the Developer by the City under and pursuant to Section 4.1 of this Agreement.

"Requisition" means a request by the Developer for a payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the procedures set forth in Article VI of this Agreement.

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; and

(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 Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer, as follows:

(a) 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.

(b) 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.

(c) Authorization and Enforceability. 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 obligations of the City under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor 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.

(d) 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.

(e) 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 Developer. In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:

(a) Organization. The Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer's manager. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be 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.

(d) 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 Developer is a party or by which the Developer or any of its assets may be bound.

(e) Consents and Approvals. No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) 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 (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) Maintenance of Existence. During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence as an Illinois limited liability company.

Section 2.3. Disclaimer of Warranties. The City and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Property and the Project, 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. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes, and the Developer assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

ARTICLE III
CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE DEVELOPER AND THE CITY

Section 3.1. Conditions Precedent. The undertakings on the part of the City as set forth in this Agreement are expressly contingent upon each of the following:

(1) The Developer shall have acquired fee simple title to the Property; and

(2) The Developer shall have obtained approval of the Project in accordance with all applicable laws, codes, rules, regulations and ordinances of the City, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use regulations (collectively, the **"City Codes"**), it being understood that the City in its capacity as a municipal corporation has discretion to approve the Project.

(3) The Developer shall duly have entered into a lease agreement for all or part of Phase III of the Project with a tenant who is employed or employs persons employed in creative industries for a term of at least two (2) years.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer has satisfied the conditions set forth above in connection with Phase I and Phase II of the Project. The Developer shall use due diligence to timely satisfy the conditions set forth in Section 3.1 above on or before the applicable Project Commencement Date in connection with Phase III of the Project, but if such conditions are not so satisfied or waived by the City, then the City may terminate this Agreement insofar as it may be applicable to Phase III of the Project by giving written notice thereof to the Developer. In the event of such termination, this Agreement insofar as it may be applicable to Phase III of the Project shall be deemed null and void and of no force or effect and neither the City nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV
CITY'S COVENANTS AND AGREEMENTS

Section 4.1. City's TIF Funded Financial Obligations. The City shall have the obligations set forth in this Section 4.1 relative to financing Eligible Redevelopment Project Costs in connection with the Project. Upon the submission to the City by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid and the approval thereof by the City in accordance with Article VI of this Agreement, the City, subject to the terms, conditions and limitation set forth in this Section 4.1 immediately below, agrees to reimburse the Developer, or to pay as directed by the Developer, from the Fund the **Reimbursement Amount** related to Project at the Property as follows:

Upon the substantial completion of Phase I and Phase II of the Project as evidenced by the issuance by the City of a certificate of occupancy for each such phase of the Project, the City shall pay or reimburse the Developer an amount equal to twenty percent (20%) of the Eligible Redevelopment Costs up to a maximum of Ninety-Seven Thousand Two Hundred Dollars ($97,200) for both such phases. Upon the substantial completion of Phase III of the Project as evidenced by the issuance by the City of a certificate of occupancy for Phase III of the Project, the City shall pay or reimburse the Developer an amount equal to twenty percent (20%) of Eligible Redevelopment Costs up to a maximum of Eighty-Five Thousand Eight Hundred Dollars ($85,800.00) for such Phase III. Such payment or reimbursement shall be paid at the time and in accordance with Section 6.3 of this Agreement.

Section 4.2. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payment of the Reimbursement Amount to be paid or reimbursed by the City is 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.

ARTICLE V
DEVELOPER'S COVENANTS

Section 5.1. Commitment to Undertake and Complete Project. The Developer covenants and agrees to commence Phase I and Phase II of the Project on or before the applicable Project Commencement Date for Phase I and Phase II and to have Phase I and Phase II of the Project completed on or before December 31, 2013. The Developer covenants and agrees to commence Phase III of the Project on or before the applicable Project Commencement Date for Phase III and to have Phase III of the Project completed on or before December 31, 2013. The Developer recognizes and agrees that the City has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits and any failure on the part of the City to grant or issue any such required permit shall not give rise to any claim against or liability of the City pursuant to this Agreement. The City agrees, however, that any such approvals shall be made in conformance with the City Codes and shall not be unreasonably denied, withheld, conditioned or delayed.

Section 5.2. Compliance with Agreement and Laws During Project. The Developer shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement and all applicable City Codes, and, to the extent applicable, the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) of the State of Illinois. Any agreement of the Developer related to the Project with any contractor, subcontractor or supplier shall, to the extent applicable, contain provisions substantially similar to those required of the Developer under this Agreement.

Section 5.3. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Property, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable City Codes and other ordinances.

Section 5.4. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et seq.), as supplemented and amended, unless the City and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the City, it being mutually acknowledged and understood by both the City and the Developer that any such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the City has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Property upon which the Project is undertaken and shall be in full force and effect until December 31, 2037, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by City or Developer or any other party; provided, however, upon request of any party in title to the Property, the City shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 5.4 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon the Property or any part thereof.

ARTICLE VI
PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

Section 6.1. Payment Procedures. The City and the Developer agree that the Eligible Redevelopment Project Costs constituting the Reimbursement Amount shall be paid solely, and to the extent available, from Incremental Property Taxes that are deposited in the Fund and not otherwise. The City and the Developer intend and agree that the Reimbursement Amount shall be disbursed by the City Comptroller for payment to the Developer in accordance with the procedures set forth in this Section 6.1 of this Agreement.

The City hereby designates the City Comptroller as its representative to coordinate the authorization of disbursement of the Reimbursement Amount for the Eligible Redevelopment Project Costs. Payments to the Developer of the Reimbursement Amount for Eligible Redevelopment Project Costs shall be made upon request therefor, in form reasonably acceptable to the City (each being a **"Requisition"**) submitted by the Developer upon completion of the Eligible Redevelopment Project Costs which have been incurred and paid. Each such Requisition shall be accompanied by appropriately supporting documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors' affidavits or lien waivers.

Section 6.2. Approval and Resubmission of Requisitions. The City Comptroller shall give the Developer written notice disapproving any of the Requisitions within ten (10) days after receipt thereof. No such approval shall be denied except on the basis that **(i)** all or some part of the Requisition does not constitute Eligible Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; **(ii)** any subsequent amendment of the TIF Act or any subsequent decision of a court of competent jurisdiction makes any such payment to not be authorized; or **(iii)** a "Default" under Section 7.1 of this Agreement by the Developer has occurred and is continuing.. If a Requisition is disapproved by such City Comptroller, the reasons for disallowance will be set forth in writing and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required, if that is the basis for denial. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 6.3. Time of Payment. Provided that performance of this Agreement has not been suspended or terminated by the City under Article VII hereof, the City shall pay:

(a) up to the first $35,000 of the Reimbursement Amount which is approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after: (i) the date of the approval of any such Requisitions; or (ii) the date of substantial completion of Phase I of the Project as provided in Section 4.1 of this Agreement, whichever date in clause (i) or clause (ii) is later;

(b) up to the next $35,000 of the Reimbursement Amount which is approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after: (i) the date of the approval of any such Requisitions; or (ii) the date of substantial completion of Phase II of the Project as provided in Section 4.1 of this Agreement, whichever date in clause (i) or clause (ii) is later; and

(c) up to the $113,000 balance of the Reimbursement Amount which is approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after: (i) the date of approval of any such Requisitions; (ii) the substantial completion of Phase III of the Project as provided in Section 4.1 of this Agreement; or (iii) the effective date of this Second Amendment to the Agreement; whichever date in clause (i), clause (ii) or clause (iii) is later.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The occurrence of any one or more of the events specified in this Section 7.1 shall constitute a **"Default"** under this Agreement.

By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement that is false or misleading in any material respect;

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement;

By the City:

(1) The failure by the City to pay the Reimbursement Amount which becomes due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the City to timely perform any other term, obligation, covenant or condition contained in this Agreement.

Section 7.2. Rights to Cure. The party claiming a Default under Section 7.1 of this Agreement (the **"Non-Defaulting Party"**) shall give written notice of the alleged Default to the other party (the **"Defaulting Party"**) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a **"Breach"** under 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 any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 7.3. Remedies. Upon the occurrence of an Breach under this Agreement by the Developer, the City shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the City, the only other remedy available to either party upon the occurrence of an Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel any legal action for specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of an Breach by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief and under no circumstances shall the City be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement. In the event that any failure of the City to pay any Annual Reimbursement Amounts which become due and payable in accordance with the provisions hereof is due to insufficient Incremental Property Taxes being available to the City, any such failure shall not be deemed to be a Default or a Breach on the part of the City.

Section 7.4. Costs, Expenses and Fees. Upon the occurrence of a Default or an Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party's charges, costs and

expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party's fault, to become involved or concerned.

ARTICLE VIII
RELEASE, DEFENSE AND INDEMNIFICATION OF CITY

Section 8.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the City adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 8.1 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a Breach of this Agreement by the City.

Section 8.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the City, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 8.3. Damage or Injury to Developer and Others. The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 8.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any Annual Reimbursement Amounts which may become due and payable under the terms of this Agreement.

Section 8.5. City Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 8.5 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

Section 8.6. Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the Project, and **(iii)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 8.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: **(i)** any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the City or any third party or otherwise; **(ii)** (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; **(iii)** any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or **(iv)** any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this paragraph, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

Section 8.8. Notification of Claims. Not later than thirty (30) days after the Developer becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Developer will, if a claim in respect thereof is to be made against the Developer which affects any of the Developer's rights or obligations under this Agreement, notify the City of such pending or threatened litigation, claim or assessment, but any omission so to notify the City will not relieve the Developer from any liability which it may have to the City under this Agreement.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A attached hereto) is the entire agreement between the City and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 9.2. 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 Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 9.3. 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 9.4. Special and Limited Obligation. This Agreement shall constitute a 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. The City pledges to the payment of its obligations under Section 4.1 hereof only such amount of the Incremental Property Taxes as is set forth in Section 4.1 hereof, if, as and when received, and not otherwise.

Section 9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City.

Section 9.6. 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 9.7. Cooperation and Further Assurances. The City and the Developer covenant and agree 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 Developer 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 9.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, (c) sent by a nationally recognized overnight courier, delivery charge prepaid or (d) transmitted by telephone facsimile, telephonically confirmed as actually received, in each case, to the City and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

(i) In the case of the Developer, to:
Cake Design Development LLC
506 West High Street
Urbana, IL 61801
Attn: Matthew Cho
Tel: (___) ___-____ / Fax: (___) ___-____

(ii) In the case of the City, to:
City of Urbana, Illinois
400 South Vine Street
Urbana, IL 61801
Attn: Community Development Director
Tel: (217) 384-2439 / Fax: (217) 384-0200

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly

authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 9.10. Successors in Interest. Subject to Section 9.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

Section 9.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

Section 9.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 9.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate upon the date that the Reimbursement Amount is paid to the Developer in accordance with Section 6.3 of this Agreement, provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Section 5.4 and Article VIII of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 9.14. Recordation of Agreement. Either party may record this Agreement or a Memorandum of this Agreement in the office of the Champaign County Recorder at any time following its execution and delivery by both parties.

Section 9.15. Construction of Agreement. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement.

[Signature page immediately following this page}

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

By:_____
Mayor

ATTEST:

By:_____
City Clerk

Date:_____

CAKE DESIGN DEVELOPMENT LLC

By:_____
Its Manager

Date:_____

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Description of Property

Lots Three (3), Four (4) and Five (5) of Hooper and Park's Addition (otherwise known as Wm. M. Hooper and Wm. Park's Addition, also as Wm. M. Hooper's Addition) to the Town (now City) of Urbana, as per Plat recorded in Deed Record "F" at page 520 in Champaign County, Illinois.

Commonly known as 206-210 W. Main Street, Urbana, Illinois

PIN: 92-21-17-201-009

"Exhibit B"

ORDINANCE NUMBER

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE, FY2014-15

(Redevelopment Agreement Second Amended and Restated, Cake Design Development LLC)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2014, and ending June 30, 2015, (the “Annual Budget Ordinance”) has been duly adopted according to sections 8-2-9.1 et seq. of the Illinois Municipal Code (the “Municipal Code”) and Division 2, entitled “Budget”, of Article VI, entitled “Finances and Purchases”, of Chapter 2, entitled “Administration”, of the Code of Ordinances, City of Urbana, Illinois (the “City Code”); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

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

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND: Tax Increment Financing District One Fund	
ADD EXPENSE : Reimbursement, Cake Design Dev.	$55,000
ADD REVENUE : Transfer from TIF2	$55,000
FUND: Tax Increment Financing District Two Fund	
ADD EXPENSE : Transfer to TIF1	$55,000
REDUCE : Fund Balance	$55,000

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

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

AYES:
NAYS:
ABSTAINED:

_____
Phyllis D. Clark, City Clerk

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

_____
Laurel Lunt Prussing, Mayor

"Exhibit C"

Cake Design Development – 206-210 Main Street Revitalization

Miss Possible, a startup working to engage girls in science and technology, has raised over $85,000 on their Indiegogo campaign—surpassing their goal of $75,000. They have received national media attention from TechCrunch, NBC, PBS, and have been tweeted by Melinda Gates and Amy Poehler. Miss Possible is currently working out of [co][lab] along with several other new businesses that joined this summer, which include: Creative Health, a nutrition-focused social venture run by Maria Ludeke; C2E, a video-conferencing-based English training startup; and Colorable, a new advertising agency.

Earlier this year, [co][lab] members created an @urbanalove Twitter handle and have most recently used it to organize and promote several outdoor films showing in the Busey Bank parking lot the second Friday of each month. Co-sponsors have included the Urbana Farmer's Market, Common Ground Food Co-op, Illini Public Media, Neutral Cycle, and Urbana Public Arts to show "Growing Cities", "Breaking Away", "Spinning Plates", and "Up".

Pizza M and Flying Machine have added outdoor tables with umbrellas to the new Curbana, which has been in frequent use by the public. Starting in September, Cake Design Development has been permitted to begin demolition for the creation of the proposed outdoor market at 204 West Main Street, directly east of the 206-210 W Main development.

208 W Main Vibrancy, Sales Revenue (Pizza M, Flying Machine):

(1) Projected 2014 gross sales based on January-August actual sales will come in at $501,482 to $620,508.
(2) Weekly trivia, live music, and events consistently draw large evening crowd (UIUC Innovation LLC, IGBA/Green Drinks, Young Professional CU, UIUC Graduate Employment Organization, CODE/Coffee Shop Coders, Folk & Roots, etc.)

206, 210 W Main Vibrancy, New Businesses ([co][lab], Launchable):

(1) Anchors: Personify, Patent Vantage, Cake Design Development
(2) [co][lab] Members: Catedral Consulting, Norden, Neutral Cycle, Roland Lim Photography, Pandamonium Doughnuts, DitchStock, Adjacency, Digital Equality Initiative, C2E, Colorable, Creative Health, MissPossible
(3) Launchable Members: Campus Pier, Autumn Lane, Flaming Cactus, BioAnalytics
(4) Graduated: Lady Kate Productions, Design Draw Build, Urbana Land Arts, Groundwork Water, HandsOn, Johnny Ridenour, Maria Lux
(5) Events: [co][lab] Open House, Summer Movie Nights, EDC TechMix, IdeaShare, CU On Board, Cudo Plays Pitch Night, Boneyard Arts Festival, Scheherazade, Redouble, Utopias, Ecocities, Motivated Portables, Solid Is Better, Noble Fowl
(6) Popups (PIXO UX, Pandamonium Doughnuts, Neutral Cycle, Dear Home, Litania/Powermax, Autumn Berry Inspired, Klose Knit)
(7) Organizational Reach: UIUC Technology Entrepreneur Center/COZAD, UIUC Fine & Applied Arts (Dance, Urban Planning, Architecture, Fine Arts), UIUC Founders, 40N/88W, CUDO, Figure One, Public Art league, Urbana Public Arts, Land Connection, Smile Politely, PIXO, NextGenIL, #urbanalove

Cake Design Development Overages for 206-210 Main (materials, labor, A/E):

(1) Structural damage found near entrance of 208.
(2) Substantial structural reinforcement on 208 basement, 208 main floor, and 210 roof.
(3) Fire rated separation required in attic space between 210 and Knights of Pythias.
(4) Unconditioned space required dry fire suppression system for attic, which is considerably much more expensive.