



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Administrative Division

m e m o r a n d u m

TO: Bruce K. Walden, Chief Administrative Officer

FROM: Elizabeth H. Tyler, AICP, Director

DATE: May 4, 2006

SUBJECT: **Second Amendment to an Agreement with Interchange Properties, LLC (O'Brien Auto Park) With Respect to Signage**

Description

The purpose of this memorandum is to seek approval for the Mayor to execute a second amendment to an agreement with Interchange Properties, LLC in order to revise language pertaining to allowable signage at the O'Brien Auto Mall which is currently under construction at the northwest corner of the intersection of Interstate 74 and North Cunningham Avenue (bounded by O'Brien Drive and Anthony Drive).

The revised language would allow for a more coherent signage approach with less emphasis on highway-oriented signs and more emphasis on monument-style brand signs within the Auto Mall. The developer proposes to utilize two highway-oriented signs to alert drivers along Interstate 74 and Cunningham Avenue to the Auto Mall as a whole and to use monument or covered pylon style signage along with directional signs and wall signs to alert visitors to the location of the various automobile franchises to be contained within the Mall boundaries. There are also provisions added to allow flags and pole-mounted banners at appropriate locations within the Mall and to permit placement of signs within setback areas.

Background

The City Council approved the initial Development Agreement with Interchange Properties, LLC in January 2001 (Ordinance 2001-01-006, copy attached). This complex agreement addressed the acquisition of properties, environmental remediation and site clearance, subdivision of land, sale of tract for the relocated Farm and Fleet store, dedication of road rights-of-way, construction of roads and other improvements, and the extension of various incentives, including the use of tax increment financing. The Agreement was amended in July, 2003 (Ordinance 2003-06-062) to address revisions to the construction schedule and the specifics of the incentives offered. The second amendment was further revised in July 2004 (Ordinance 2004-07-083) to make additional adjustments to the construction schedule. The Auto Mall is

now nearing completion of construction. O'Brien's current quarters at University Avenue and Cunningham Avenue will be vacated by the end of July 2006 and the new Auto Mall will open prior to or shortly after that date.

Discussion

As the Auto Mall completes its construction it is clear that the signage provisions approved in 2001 are no longer appropriate or in the best interest of the developer or the City. The current section 4.5, Signs, under ARTICLE IV: OTHER OBLIGATIONS OF CITY reads as follows:

4.5 Signs. Notwithstanding anything in the Urbana Zoning Ordinance to the contrary, the Developer and its successors and assigns with respect to the Project Site shall be allowed no less than ten (10) free standing signs, each no less than seventy-five (75) feet in height and one hundred fifty (150) square feet in area.

In order to provide for a more coherent sign package that better marks the Auto Mall as the overall entity and the franchises within the Mall, the Developer is requesting a reduction in the number of free standing signs (two versus ten) marking the Auto Mall as a whole but with increased sizing at 250 square feet in order to be visible to vehicles traveling at high speeds along Interstate 74 or U.S. Route 45 (North Cunningham Avenue). In addition, the Developer is requesting a number of smaller monument or covered pylon signs to be located within the Mall to orient visitors to the various franchises, with no more than one monument sign provided per franchise (this is currently estimated at 10, but could be increased as the Auto Mall grows). The sizing of the monument signs is suggested to be consistent with the relocated Volkswagen "obelisk" sign and the proposed Toyota monument sign (illustrations attached), as well as the recently revised provisions of the Zoning Ordinance. Other franchises would select monument signage within these parameters. In addition to the free-standing and monument signs, wall signage and directional signs would be allowed consistent with the provisions of the zoning ordinance. The amendment would also allow for the placement of pole-mounted banners or flags along the Auto Mall entries, to provide additional thematic cohesion. Finally, the amendment would allow for the placement of the signs within setbacks in order to enhance visibility and in recognition of the facts that the roadway rights-of-way were dedicated by the Developer and no other property owners would be affected. Overall, the proposed revision to the signage plan is meant to be less distracting and more coherent, and would be more consistent with Urbana's direction towards lower profile monument signage as opposed to free-standing signs.

The proposed revision to Section 4.5 of the Development Agreement reads as follows:

4.5 Signs. Notwithstanding anything in the Urbana Zoning Ordinance to the contrary, the Developer and its successors and assigns with respect to the Project Site shall be allowed the following signage provisions:

- i. Up to two (2) free-standing highway oriented signs to identify the Auto Mall to the public traveling on Interstate 74 and U.S Route 45, with a height up to seventy-five*

- (75) feet and an area up to two hundred and fifty (250) square feet. (See Exhibit X for an illustration).*
- ii. *Allowances for up to one monument or covered pylon sign per franchise to be located internal to auto mall. Each monument or covered pylon sign shall not exceed 75 square feet in display area and 16 feet in height. (See Exhibit X for illustrations of proposed signage).*
 - iii. *Wall signage and directional signage consistent with the provisions of the Urbana Zoning Ordinance, as amended.*
 - iv. *Banners and/or flags to be allowed on poles placed along interior roadways in a thematic manner to mark auto mall and brand logos.*
 - v. *The free-standing and monument or covered pylon signs shall be allowed to encroach into property setbacks to promote visibility and efficient layout of the auto mall and in recognition that the public roadways were purchased and dedicated by the Developer.*

Fiscal Impact

The initial Development Agreement involves major fiscal benefits to the City of Urbana and other taxing districts in that it provides for the successful redevelopment of approximately 65 acres proximate to an interstate interchange with retail uses, including a larger, relocated Farm and Fleet store and a region-serving Auto Mall with at least 10 auto franchises and a number of outlot parcels. Automobile sales are an important component of the City's sales tax base. The Auto Mall format will result in a significant increase in the amount of these revenues, as it will provide for an increase in the numbers of franchises and vehicles sold in Urbana. Relocation of the O'Brien Auto Park from its current location also created the opportunity for new retail and commercial redevelopment in the northern portion of the downtown with the proposed Gateway Shoppes Development. Relocation and expansion of the Farm and Fleet store has also been beneficial to the Urbana in that it has enhanced sales tax revenues and has helped to provide certain goods and services that were not otherwise available in the city.

It is in Urbana's best interest to have the Auto Mall properly signed so that it is visible from Interstate 74 and U.S. Route 45 (Cunningham Avenue) and that the presence and locations of the various franchises are also clearly indicated but with a lower profile. The proposed amendment will help to improve the appearance and sales of the Auto Mall.

Options

The City Council has the following options in regards to this redevelopment agreement:

- The City Council may authorize the Mayor to execute a second amendment to an agreement with Interchange Properties, LLC.
- The City Council may authorize the Mayor to execute a second amendment to an agreement with Interchange Properties, LLC, subject to specific changes to be identified and agreed to by the developer.

- The City Council may deny authorization for the Mayor to execute a second amendment to an agreement with Interchange Properties, LLC.

Recommendations

In the interests of improving the functionality and overall appearance of signage for the O'Brien Auto Mall, staff recommends that the City Council authorize the Mayor to execute the proposed second amendment to an agreement with Interchange Properties, LLC, as presented herein.

Attachments: A. Draft Ordinance
 B. Proposed Second Amendment to an Agreement with Interchange
 Properties, LLC
 C. Previous Agreements and Amendments

Cc: Ken Beth
 Jim Turner
 Joe O'Brien

ORDINANCE NO. 2006-05-056

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO AN AGREEMENT WITH INTERCHANGE PROPERTIES, LLC

(O'Brien Auto Park)

WHEREAS, on January 29, 2001, in Ordinance No. 2001-01-006, the City approved an Agreement with Interchange Properties, LLC, an Illinois Limited Liability Company, which addressed the development of the O'Brien Auto Mall at Interstate 74 and U.S. Route 45; and

WHEREAS, on July 7, 2003, in Ordinance No. 2003-06-062, the City approved an Amendment to said Agreement and on July 19, 2004, in Ordinance No. 2004-07-083, the City approved an Addendum to the Amendment to said Agreement; and

WHEREAS, the developer and City now desire to further amend said Agreement to better address the signage provisions for the Auto Mall; and

WHEREAS, the attached Second Amendment to the Agreement between the City of Urbana and Interchange Properties, LLC addresses the details of signage for the O'Brien Auto Mall, as revised.

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

Section 1. That a Second Amendment to an Agreement by and between the City of Urbana and Interchange Properties, LLC, in the form of the copy of said Second Amendment to Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is 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 _____,
2006.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,
2006.

Laurel Lunt Prussing, Mayor

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (this “**Second Amendment**”) is made as of the 1st day of May, 2006, but actually executed by each of the parties on the dates respectively set forth beneath the signatures of each of their duly authorized officers below, by and between the **City of Urbana, Champaign County, Illinois**, an Illinois municipal corporation (the “**City**”), and the **Interchange Properties, LLC**, an Illinois limited liability company (the “**Developer**”), with respect to that certain Agreement dated as of January 29, 2001, including as heretofore supplemented and amended by a certain Amendment to Agreement dated as of September 15, 2003 and a certain Addendum to Amendment to Agreement dated as of July 20, 2004 (collectively, the “**Agreement**”), each by and between the City and the Developer. All capitalized words, terms and phrases as used in this Second Amendment shall have the same meanings as respectively ascribed to them in the Agreement.

RECITAL:

The City and the Developer each now find and determine that it is necessary, desirable and appropriate to further supplement and amend the Agreement by this Second Amendment in order to make revised provisions for signage upon the Project Site under all of the other covenants and conditions of the Agreement.

NOW, THEREFORE, in consideration of the agreements, covenants, representations and undertakings by the City and the Developer as parties to the Agreement, including those as contained in this Second Amendment to the Agreement, the City and the Developer hereby further agree to supplement and amend the Agreement as follows:

Section 1. Section 4.5 Signs of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

4.5 Signs. Notwithstanding anything in the Urbana Zoning Ordinance to the contrary, the Developer and its successors and assigns with respect to the Project Site shall be allowed the following signage:

- i. Up to two (2) free-standing highway oriented signs to identify the Auto Mall to the public traveling on Interstate 74 and U.S Route 45, with a height up to seventy-five (75) feet and an area up to two hundred and fifty (250) square feet. (See Exhibit A for an illustration).
- ii. Allowances for up to one monument or covered pylon sign per franchise to be located internal to Auto Mall. Each monument or covered pylon sign shall not exceed 75 square feet in display area and 16 feet in height. (See Exhibit B for illustrations of proposed signage).
- iii. Wall signage and directional signage consistent with the provisions of the Urbana Zoning Ordinance, as amended.
- iv. Banners and/or flags to be allowed on poles placed along interior roadways in a thematic manner to mark the Auto Mall and brand logos.

- v. The free-standing and monument or covered pylon signs shall be allowed to encroach into property setbacks to promote visibility and efficient layout of the Auto Mall and in recognition that the public roadways were purchased and dedicated by the Developer.

Section 2. Except as expressly supplemented and amended as provided in Section 1 of this Second Amendment above, all other provisions of the Agreement shall be and remain in full force and effect. The provisions of the Agreement, as now further supplemented and amended by this Second Amendment, are hereby ratified, confirmed and approved by both the City and the Developer.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this Second Amendment to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

CITY OF URBANA,
CHAMPAIGN COUNTY, ILLINOIS

INTERCHANGE PROPERTIES, LLC

By: _____
Mayor

By: _____
Manager

(SEAL)

ATTEST:

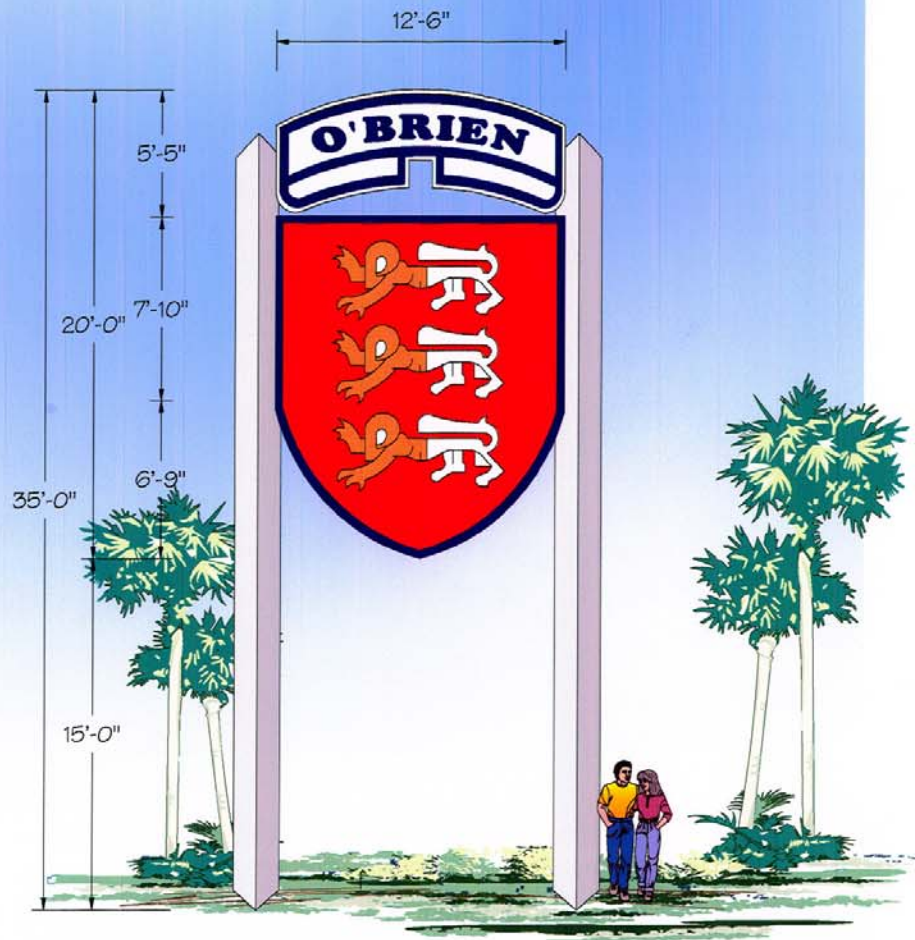
City Clerk

Date: _____

Date: _____

EXHIBITS

- Exhibit A – Free-Standing Auto Mall Sign Illustration
- Exhibit B – Monument Sign Illustrations



SPECIFICATIONS:

IDENTIFICATION DISPLAY:

- "O'BRIEN" LETTERS ARE 12.5" HIGH DARK BLUE
- BACKGROUND PANEL IS FLUORESCENT ILLUMINATED FLEXIBLE SIGN FACE MATERIAL

LOGO DISPLAY:

- FIGURE IS NON ILLUMINATED VINYL
- BACKGROUND PANEL IS NON-ILLUMINATED RED ALUMINUM

MESSAGE CENTER DISPLAY:

- COLOR LED TECHNOLOGY
- UP TO 8 LINES OF 9.8" HIGH CHARACTERS OR GRAPHICS AND FONTS
- 64 x 104 POINT MATRIX
- LED CLUSTERS ARE ON 1.4" CENTERS
- 100% SOLID STATE ELECTRONICS

GENERAL DISPLAY:

- DOUBLE FACE
- DISPLAY CABINETS ARE RED WITH DARK BLUE PAINTED TRIMS
- PYLON SHROUDS ARE GRAY WITH A LIGHT STUCCO TEXTURED FINISH ON ALUMINUM
- DIMENSIONS ARE SUBJECT TO CHANGE DUE TO DETAIL DESIGN CONSIDERATIONS
- ONLY APPROVED SHOP DRAWINGS SHOULD BE USED FOR CONSTRUCTION PURPOSES

250 SQ. FT.



AD SYSTEMS, 10030 AMBERWOOD ROAD, FORT MYERS, FL 33913 - (239) 939-7440 / (800) 226-7440

O'BRIEN AUTO TEAM, FORT MYERS, FL

by: FNMH

dwg. no: 90-B-41815

date: 6-10-05

scale: 3/16" = 1'-0"

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