



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Bruce K. Walden, CAO

FROM: Elizabeth H. Tyler, AICP, Director

DATE: April 10, 2003

SUBJECT: Plan Case No. 1839-A-02 An Annexation Agreement between the City of Urbana and Ray Campo, William D. Campo and Carl Brueckner for a 6.5 acre parcel at 2506 East Washington Street.

Introduction

At the April 21, 2003 City Council meeting, the Council will conduct a public hearing in consideration of an annexation agreement between the City of Urbana and Ray Campo, William D. Campo and Carl Brueckner for property they own at 2506 East Washington Street. The hearing is scheduled for 7:20 p.m. The annexation agreement is also on the agenda that evening for Council approval. Property owners within 250 feet of the proposed annexation were notified of the public hearing.

Background

Ray Campo intends to establish a 28-lot subdivision called Sunny Estates on the currently vacant parcel of property located on the north side of Washington Street east of Scottswood Drive and west of MacArthur Drive. The property has been temporarily assigned an address of 2506 E. Washington Street. The property is contiguous to the city limits to the south of Washington Road and can therefore immediately be annexed into the City of Urbana.

Issues and Discussion

The proposed annexation agreement outlines the basic provisions for annexing into the City of Urbana. There are no special incentives offered on behalf of the City to the owner in order to annex.

Zoning. The current site is zoned R-2, Single-Family Residence in unincorporated Champaign County. The agreement would provide for the zoning's direct conversion to City R-2, Single-Family Residential zoning upon annexation. There are no special provisions requested for zoning and a consideration by the Urbana Plan Commission is not required.

Subdivision. At a later date the owner will be requesting approval of the Sunny Estates Subdivision. This subdivision will contain 28 lots and a new public street to serve those lots. At this time, final drainage details are being finalized and the preliminary and final plat is not ready for consideration. The annexation agreement acknowledges the proposed subdivision and recognizes the need for one waiver of the Subdivision and Land Development Code which is to allow an alternative design for the terminus of the road. This was requested by staff in order to someday potentially make a connection to the existing Illinois Street right-of-ways to the north.

Fiscal Impacts. There are no financial incentives being offered to annex this property into the City. The 28 residential lots that will result from the Sunny Estates Subdivision will pay real estate taxes to the City of Urbana.

Options

The City Council has the following options in this case:

- a. The Council may approve the proposed annexation agreement.
- b. The Council may deny approval of the proposed annexation agreement.

Recommendation

Staff recommends that the City Council approve the attached annexation agreement. The proposed annexation complies with the goals, objectives and policies of the City of Urbana's Comprehensive Plan. Specifically, the goals which articulate the need to expand the City's tax base, provide urban services for urban development and promote compact development are particularly relevant.

c: Ray Campo

Attachments: Draft Ordinance approving an Annexation Agreement
Sunny Estates Subdivision Annexation Agreement w/attachments

ORDINANCE NO. 2003-04-037

An Ordinance Approving and Authorizing the Execution of an Annexation Agreement
(2506 E. Washington Street / Ray Campo, William D. Campo, Carl Brueckner)

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

Section 1. That an Agreement by and between the City of Urbana and Ray Campo, William D. Campo, and Carl Brueckner, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is 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 _____, 2003.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2003.

Tod Satterthwaite, Mayor

**Sunny Estates Subdivision
Annexation Agreement**

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and Ray Campo, William D. Campo and Carl Brueckner (hereinafter referred to as the "Owners"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1); and

WHEREAS, Ray Campo, William Campo and Carl Brueckner are the Owners of record of a certain tract of real estate located on the North side of East Washington Street between Scottswood Drive and MacArthur Drive, and having a permanent index number 30-21-15-180-021, the legal description of which real estate is set form in Exhibit "A" attached hereto and referenced herein as "the tract. "

WHEREAS, the attached map, labeled Exhibit "B", is a true and accurate representation of the tract to be annexed to the City of Urbana under the provisions of this agreement.

WHEREAS, the tract is currently zoned R-2, Single-Family Residence in Champaign County and would directly convert to the Urbana R-2, Single-Family Residential Zoning classification upon annexation under the terms and provisions of the Urbana Zoning Ordinance; and

WHEREAS, such annexation will ensure that the City of Urbana will receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owners desire to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNERS

The Owners agree to the following provisions:

Section 1: The Owners represent that they are the sole Owners of the tract described in Exhibit "A" and that they will cause said tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition, signed in compliance with the Illinois Statutes for such tract, as follows: The petition for annexation of the

entire Sunny Estates Subdivision will be filed with the City prior to the sale of any lots in the Subdivision (a copy of which is attached hereto as Exhibit “C”) within 30 days following the Corporate Authorities’ approval of the Preliminary and Final Plat of Sunny Estates Subdivision

The Owners agrees to comply with all applicable development regulations existing at the time of such annexation.

Section 2: The Owners agree to accept the City of Urbana’s R-2, Single-Family Residential Zoning District classification of all the land set out in Exhibit “B”. The Owners agree that, unless changed upon the initiative of the Owners the said City zoning classification for the tract shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the tract. The Owners agree to use the tract only in compliance with the Urbana Zoning Ordinance as such may be amended from time to time.

Section 3: The Owners agree to cause all new development, construction, or additions on said tract to be in conformance with all City of Urbana building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation. The Owners agree to submit all building construction plans to the City of Urbana for review. The Owners further agree to correct any deficiencies identified in said plan review.

Section 4: The Owners shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by both the Owners and the City.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1: The Corporate Authorities agree to annex said tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owners, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2: The Corporate Authorities agree that the tract will be zoned R-2, Single-Family Residential as provided by the Urbana Zoning Ordinance upon its annexation to the City. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tract. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owners requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property.

Section 3: The Corporate Authorities agree to grant the following waiver upon the development and/or subdivision of said Tracts as represented in Exhibit “B”:

- a. Waiver of Section 21-36.C.4 to the extent that this section requires cul-de-sac turn-arounds to be designed with a minimum street right-of-way of one hundred (100) feet in diameter and the turn-around pavement to not be less than eighty (80) feet in diameter measure to the back of curb.

Section 4: The Corporate Authorities find that the waivers and deferrals of the City of Urbana's Subdivision and Land Development Code agreed to in Article II, Section 4 herein are supported by the following findings.

- (1) there are conditions of topography or other site specific reasons that make the application of any particular requirement of the Land Development code unnecessary or, in some cases perhaps, even useless;
- (2) the granting of the requested waiver would not harm other nearby properties;
- (3) the waiver would not negatively impact the public health, safety and welfare, including the objectives and goals set forth in the Comprehensive Plan.

ARTICLE III: GENERAL PROVISIONS

Section 1: Term of this Agreement -- This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of five (5) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said five-year term. By mutual agreement, the term of this Agreement may be extended.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owners, their successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant running with the land -- The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owners as to all or any part of the tracts, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Binding Agreement upon parties -- The Corporate Authorities and Owners agree that neither party will take no action or omit to take action during the term of this Agreement which act or omission as applied to the tracts would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owners and the City.

Section 4. Enforcement -- The Owners and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owners, the city may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 5. Severability -- If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 6. Effective Date -- The Corporate Authorities and Owners intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

IN WITNESS WHEREOF, the Corporate Authorities and Owner) have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

**Corporate Authorities
City of Urbana:**

Tod Satterthwaite, Mayor

Date

Owners:

Ray Campo

Date

William D. Campo

Date

Carl Brueckner

Date

ATTEST:

Phyllis D. Clark
City Clerk

Date

ATTEST:

Notary Public

Date

Exhibits attached and made a part of this Agreement:

Exhibit "A": Legal Description

Exhibit "B": Location Map

Exhibit "C": Preliminary Plat of Sunny Estates Subdivision

Exhibit "A"

Part of the East ½ of the Northwest ¼ of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, described as follows:

The South 943 feet of the East 300 feet of the East ½ of the Northwest ¼ of Section 15, Township 19 North, Range 9 East of the Third Principal Meridian.

Except the Washington Street right-of-way lying within the above described tract

Containing 6.22 acres, more or less, all situated in Urbana Township, Champaign County, Illinois.

Together with the following described adjacent public Right-of-Way which is by operation of the law, automatically annexed with the adoption of an annexation ordinance pertaining to this tract:

That portion of Washington Street right-of-way, lying adjacent to the herein annexed tract, which has not previously been annexed by the City of Urbana, encompassing 0.31 acres, more or less.

Exhibit "B": Location Map



2506 E. Washington Street
Sunny Estates Subdivision
Annexation Agreement
PIN 30-21-15-180-021



Property to be Annexed

Map prepared March 31, 2003 / rgk