



## MEMORANDUM

**TO:** Urbana City Council Members

**FROM:** Bruce Walden, Chief Administrative Officer

**DATE:** October 6, 2005

**RE:** Tatman "Inducement Resolution" for Senior Housing at Prairie Winds

### Introduction:

This is a request by Paul Tatman on behalf of Prairie Winds LLC to approve an "Inducement Resolution" relating to possible tax exempt bond financing for a senior supportive living facility to be located in the Prairie Winds subdivision.

### Background:

In 2004 the Urbana City Council approved the annexation of land by Paul Tatman for the "Prairie Winds" subdivision. As a part of the Annexation Agreement, the City also approved that year a Planned Unit Development plan that included 29 single family lots, 42 zero lot line condominiums and a senior retirement center. The Agreement was subsequently amended twice to reflect modifications to the project layout. Attached are staff reports and exhibits that relate to project approval and past planning considerations. The infrastructure for this development has now been constructed, with several buildings under construction. This request relates exclusively to the financing for the approved senior living facility.

### Senior Living Facility:

The project facility now approved and certified by the State of Illinois is a "Supportive Living Facility" which permits the State Medicaid program to pay a portion of rent and expenses. The "certification" also contributes to the affordability of this project by allowing the project to use tax exempt "private activity bonds." The project is proposed to

be 92 units with a commercial kitchen, recreation areas, physical therapy facilities, library and beauty shop. A more complete description of the project and site plans are attached.

**Financing:**

The “private activity” bonds anticipated are a form of tax exempt municipal bonds. In such cases where there is an eligible project under the Internal Revenue Code, the City of Urbana may act as a “conduit” for financing. The City acts as bond issuer but the bonds are non-recourse to the City. The bond buyers look solely to the revenues generated and pledged by the project to pay the bonds. In no manner is the City of Urbana responsible for the debt or payment on the bonds. The City of Urbana has acted as issuer in dozens of these financing arrangements, the most recent being Clark Lindsey Village in early 2005. This request is not the final action requesting the issuance of bonds. The attached “inducement resolution” simply allows the out of pocket costs of the developer to be later reimbursed from bond proceeds should such an issuance occur.

Ken Beth of Evans and Froehlich has acted as attorney representing the City’s interests in such transactions and has reviewed and prepared, in coordination with the counsel for Prairie Winds LLC, the attached inducement resolution. The costs of City representation in this matter will be paid for by the developer.

**Recommendation:**

While there may be other follow-up actions required of the City Council with respect to modifications of the PUD once the final design is complete as well as additional actions related to bond issuance, staff recommends approval of the “inducement resolution” at this time.

BKW:ss

cc: Mayor Prussing

**RESOLUTION NO. 2005-10-019R**

**OFFICIAL INTENT RESOLUTION WITH RESPECT  
TO SUPPORTIVE LIVING FACILITY  
TO BE DEVELOPED BY  
PRAIRIE WINDS OF URBANA, L.L.C.**

WHEREAS, there has been presented to the City Council of the City of Urbana, Illinois (the "City"), a proposal for the City or, alternatively, the Southeast Illinois Regional Development Authority, a regional authority recently authorized under Illinois law whose jurisdiction encompasses the City or another State-wide issuing authority, such as the Illinois Finance Authority (together with the City, the "Proposed Issuer"), to issue bonds on a non-recourse basis to the Proposed Issuer, with such bonds to be payable solely from revenues pledged thereto and generated from payments to be made under a Loan Agreement to be entered into by the Proposed Issuer with Prairie Winds of Urbana, L.L.C. (the "Borrower"), to finance a portion of the cost of acquisition of certain real property located in the City by the Borrower and to finance a portion of the costs of construction and equipping of a supportive living facility on such property located at 1905 South Prairie Winds Drive in the City (the "Proposed Project"); and

WHEREAS, the interest on such bonds will be excluded from gross income for federal income tax purposes, subject to certain conditions; and

WHEREAS, it is necessary and in the best interests of the City Council for the City to declare its official intent under Section 1.150-2 of the Treasury Regulations under the Internal Revenue Code of 1986 so as to issue its bonds or alternatively, to have such bonds issued by the Southeast Illinois Regional Development Authority or another state wide issuing authority.

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

Section 1. Official Intent. The City Council of the City hereby declares its official intent to issue directly, or to have issued by the Southeast Illinois Regional Development Authority or another State-wide issuing authority, such as the Illinois Finance Authority not to exceed \$10,000,000 of tax-exempt bonds to finance costs of the acquisition of the real property referred to above, and construction and equipping of the Proposed Project, including also, without limitation, related expenses, costs of issuance, capitalized interest and reserves and to use proceeds of those bonds to reimburse such expenditures which have been or will be made for that acquisition and construction, to the extent allowed by the Internal Revenue Code of 1986 and related regulations.

Section 2. Implementation. This Resolution does not constitute any contractual or other obligation of the City or the Southeast Illinois Regional Development Authority or another State-wide issuing authority, such as the Illinois Finance Authority to finance the Proposed Project. Issuance of the bonds shall be subject to definitive action authorizing the issue of bonds on terms satisfactory to it and consistent with law, and as shall be approved by resolution of the City Council or, alternatively, by the Southeast Regional Development Authority.

PASSED by the City Council this 10<sup>th</sup> day of October, 2005.

AYES:

NAYS:

ABSTAINS:

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Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Laurel Lunt Prussing, Mayor

CH1\ 4350787.3

## **Prairie Winds of Urbana**

Prairie Winds of Urbana will be a 92-unit rental development for seniors. Prairie Winds of Urbana is part of the larger Prairie Winds senior-oriented development located south of Colorado Avenue and one quarter mile east of Philo Road that also includes a 29-lot single-family subdivision (lots for sale) and 42 zero lot line homes in 21 duplexes for persons over age 55. The Council has approved a PUD for the overall development which approval included this supportive living building.

Each resident of the rental building will have his or her own apartment. In addition, there will be a large community dining room and commercial kitchen, activity and recreational areas, a physical therapy unit, library and a beauty/barber shop. Most importantly, Prairie Winds of Urbana will provide extensive support and services to its elderly residents. These will include three meals per day prepared and served on site, social and recreational programming, wheelchair-accessible transportation for off-site shopping and activities and assistance, as needed, with activities of daily living (e.g. medication reminders, bathing, grooming, dressing and other such activities).

The day-to-day operations and supportive services will be handled by a highly experienced in-house staff under the direction of Blair Minton Associates of Bourbonnais, the same management company for Eagle Ridge of Decatur, a highly successful senior development that opened in 2003.

Prairie Winds will provide truly affordable assisted living. Residents with sufficient financial means and assets will pay market rate rents. Others, including those who may have depleted their assets, will pay rents as low as \$498 per month for an apartment, 90 meals per month plus all of the services and support mentioned above.

Like Eagle Ridge of Decatur, Prairie Winds of Urbana has been certified as a "Supportive Living Facility" by the State of Illinois. With this certification, the State Medicaid program will pay a portion of the monthly expenses for those seniors that meet income and asset ownership guidelines.

The developers are Paul Tatman of Urbana and Horve Builders of Decatur. Mr. Tatman is active in several real estate developments in Urbana. Horve Builders is active in numerous real estate projects across the state including the Eagle Ridge of Decatur. Horve Builders is also a partner with Mr. Tatman in the larger Prairie Winds development.

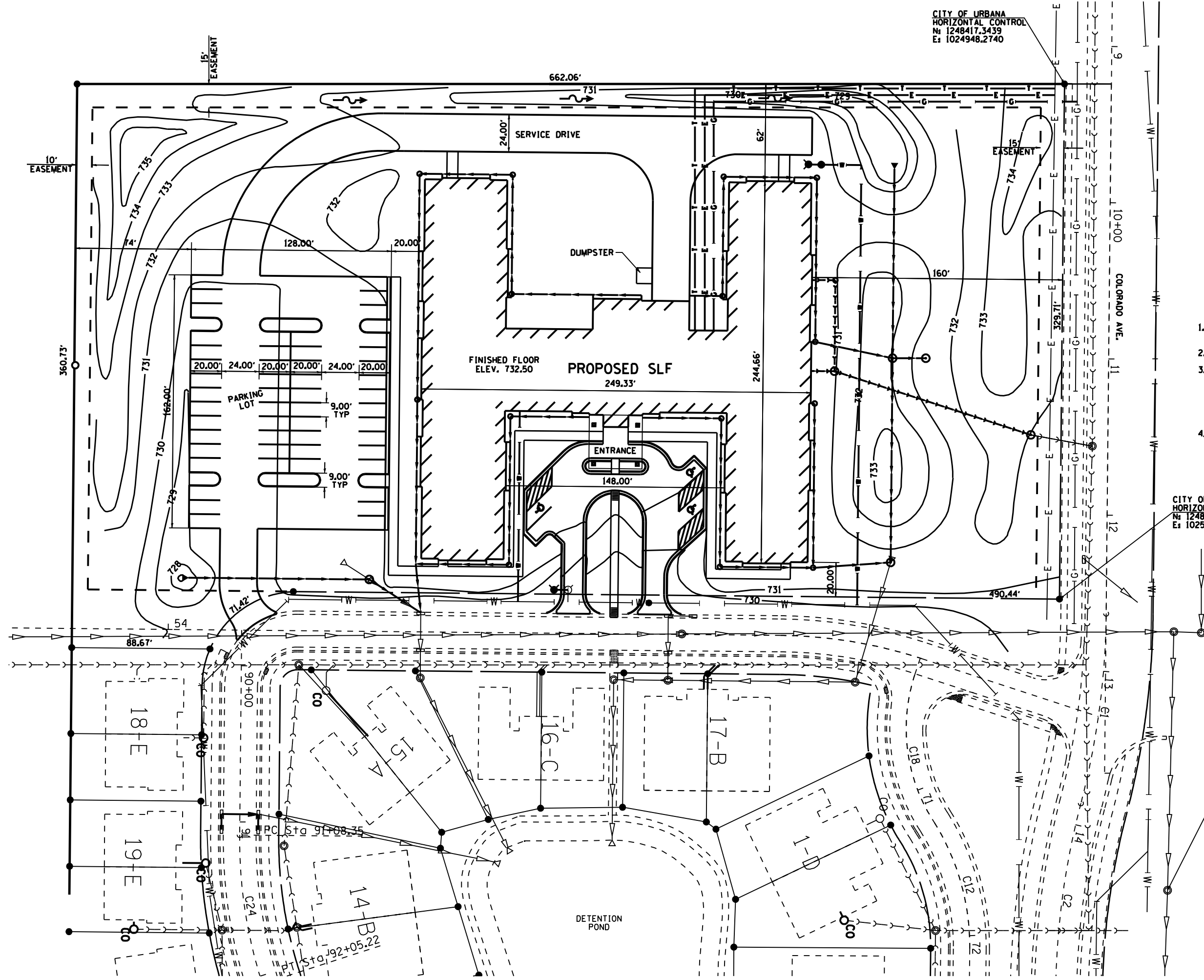
Because the Supportive Living Facility certification allows Prairie Winds to be affordable to elderly persons of almost any income, Prairie Winds can utilize tax-exempt "private activity bonds", a category of municipal bonds. The tax-exempt bonds provide a financing advantage that allows helps to keep the property affordably-priced.

The requested Council action is to approve an inducement resolution that signals willingness of the Council to issue tax-exempt "private activity" bonds at some date within the next 36 months. The inducement resolution allows the developers to begin spending money for architectural and construction work and have these expenses remain eligible for a future bond financing. The private-activity bonds will be 100% conduit financing with no obligation by the City of Urbana for repayment. As is typical with this category of bond financing, bond purchasers will rely only on the economic health of the project with no recourse to the City.

CITY OF URBANA  
HORIZONTAL CONTROL  
N: 1248417.3439  
E: 1024948.2740



0 15' 30'  
Scale: 1"=30'



**SITE PLAN NOTES:**

1. LOT DESCRIPTION: LOT 73 OF PRAIRIE WINDS SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS
2. SITE ZONING IS R-2
3. REQUIRED SITE PARKING:
  - 1 SPACE / 4 BEDS FOR 92 TOTAL BEDS = 23
  - 1 SPACE / EMPLOYEES ON LARGEST SHIFT = 20
  - TOTAL PARKING SPACES REQUIRED = 43
  - TOTAL PARKING SPACES PROVIDED = 53
4. FLOOD ZONE DESIGNATION IS "C" MAP NUMBER 1700350006B.

CITY OF URBANA  
HORIZONTAL CONTROL  
N: 1248414.1104  
E: 1025277.9681

**BENCHMARK:**  
T/RIM OF OPEN GRATE MANHOLE  
ELEV.: 729.73

REV. NO.	DESCRIPTION	BY	DATE	APPROVED
<b>GENERAL SITE PLAN</b>				
DESIGN BWC DATE 10/05	<b>PRAIRIE WINDS OF URBANA SUPPORTED LIVING FACILITY</b>	SCALE		
DRAWN LCH DATE 10/05		BWC PROJECT NO. 430-0507		
CHECKED DATE	<b>PRAIRIE WINDS, LLC 330 MARION AVENUE FORSYTH, IL 62535</b>	DATE 10/3/05		
APPROVED DATE		DRAWING NO. C2		
CLIENT DATE	<b>BWC BLANK, WESSELINK, COOK &amp; ASSOCIATES INC.</b>		ARCHITECTS ENGINEERS	



**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, Director

**DATE:** February 17, 2005

**SUBJECT:** Plan Case No. 1871-A-03: Request to revise the Hingtgen and Naugle Annexation Agreement for the Prairie Winds development located on the south side of Colorado Avenue approximately 394 feet east of Philo Road.

Plan Case No. 1902-S-05: Request to revise the approved Preliminary and Final Subdivision Plats for Prairie Winds Subdivision.

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**Introduction & Background**

In December 2003 the City Council approved an annexation agreement with John Hingtgen and Virgil Naugle and a development proposal by Paul Tatman for a Planned Unit Development (PUD) on a 31-acre tract commonly referred to as the “Golladay Tract” on the south side of Colorado Avenue extended. The development, called Prairie Winds, was approved having three primary components including a Senior Retirement Center, 38 residential condominiums and a single-family residential subdivision. All of the condominiums were proposed to be situated on one lot around the interior private “loop” road called Prairie Winds Circle.

The property was annexed in March 2004 and a subdivision was approved for the development. The subdivision included one lot for the Senior Retirement Center, a second lot for all the condominiums and the private road, and 29 additional lots for the single-family subdivision. In August 2004 the Paul Tatman requested a minor change to the layout of the condominium portion of the PUD. This amendment included changing all the four-plexes to duplexes and adding four additional buildings to bring the total number of condominiums to 42. On September 20, 2004 the City Council approved the change in the layout. During the summer and fall of 2004 the infrastructure was constructed for the development.

A final change is now requested that would create a common-lot line subdivision for the condominiums so each condominium would be on a separate lot rather than all 42 units on one lot in the form of a PUD. In order to accommodate this subdivision according to the

requirements of the Urbana Subdivision and Land Development Code, Prairie Winds Circle needs to be a public rather than private street. A waiver to the code would be necessary to allow the street to be private. This scenario exists in a few locations in Urbana such as Florida Court. Although the physical layout of the development is not proposed to change and there is no proposed addition of any units, the annexation agreement and subdivision plats must be re-approved to reflect the revisions.

On February 10, 2005 the Urbana Plan Commission conducted a public hearing to consider the proposed revisions. The Commission voted 3-3 on the proposed change therefore not forwarding an official recommendation to the City Council. The concern of three Commissioners was the change of Prairie Winds Circle from private to public. It was argued that the constructed road does not offer an efficient layout and therefore the cost of the long-term maintenance of the road should be the responsibility of future lot owners and not necessarily the public as a whole.

## **Issues and Discussion**

### **Analysis of Proposed Change**

Attached to this report is a copy of a strike-through and underlined amendment to the approved annexation agreement. The amendments for the most part reflect two primary changes; 1) creating individual lots for the residential condominiums in the form of a common-lot-line subdivision; and 2) requirement that Prairie Winds Circle be a public street instead of private in order to meet the requirements of the Urbana Subdivision and Land Development Code.

It is important to stress that the physical layout of the infrastructure and buildings is not proposed to change and that the infrastructure is already installed. By creating individual lots for the condominiums it creates a need for two variances from the Urbana Zoning Ordinance on select lots. These variances relate to lot size and front-yard setback and are identified in Article II Section 6 of the agreement.

The common-lot line development will feature condominiums on individual lots that are situated around a large detention basin that will serve as a water feature for the development. The basin will be privately maintained by a Homeowner's Association and will contain a walking trail around the perimeter. The trail will also eventually connect to the Senior Retirement Center to the west to allow for joint use of the facilities. In order to provide access to the condominiums in this fashion a "loop road" configuration is necessary. The road layout has been acceptable to the City Engineer although it was originally the desire of the developer to keep the road private for the purposes of installing a gate at the entrance and making the development secured. Even though the road was planned to be private it was required to be built to public standards with curb-and-gutter, a 25-foot wide pavement width and necessary sidewalks. Now that the common-lot line development is proposed the road is proposed to be public and there will not be a gate installed at the entrance. This allows full access to the development from the public. In response to some Plan Commissioner's concerns about the roadway being an inefficient



layout and therefore an excessive cost to the public, the City Engineer and Planning Staff has the following response for Council's consideration:

1. The streets were built to public street standards according to the subdivision code, except where waived by the annexation agreement, and will provide safe and reliable access to the development today and in the future. The waivers granted include allowing a street pavement width of 25 feet, allowing a sidewalk on one side of the road, and allowing a 35-foot curve radius at the southwest corner of the road.
2. Residents of the development will be paying city taxes to the same extent as other residents that live adjacent to public streets with, in some cases, similar designs. Such designs include cul-de-sac streets, that do not primarily serve the public at large but rather those who live on the street. As a result of paying taxes, residents come to expect services associated with a public street such as street sweeping, snow plowing, street repairs, sewer maintenance, etc. These services if provided by others either do not occur or are paid by the benefiting properties at an expense on top of taxes;
3. Experience with these arrangements has shown that at some time in the future it will be likely that future condominium purchasers and/or a Homeowner's Association will approach the City about accepting responsibility of the street since it's maintenance will be a burden for only 42 residences.

For these reasons the City Engineer and City Planner recommend that Prairie Winds Circle be accepted as a public street.

### **Summary of Staff Findings**

On February 10, 2005 the Plan Commission was presented with the following staff findings:

1. The proposed revisions to the originally approved annexation agreement for the Prairie Winds development are generally consistent with the original approval granted in December 2003 and the subsequent revision in September 2004.
2. The proposed change only involves the subdivision of the property and a change in ownership and maintenance of the roadway serving the condominiums and does not involve any change to the approved layout of buildings or other site details for the development.
3. The new subdivision for the development creates the need for two variances to the requirements of the Urbana Zoning Ordinance. These variances include a reduction of lot size on lots 66, 67, and 68, and a reduced front yard setback from 15-feet to 10-feet on lots 59-72 will not have a detrimental impact to the development, neighboring properties or the zoning district in which they are located.

4. The change to dedicate the road serving the condominium to the public will help ensure better long term maintenance and responsibility for the roadway and will avoid a potential burden to a future homeowners association.
5. The proposed changes will not be detrimental to the overall public health, safety or general welfare.

## **Options**

The City Council has the following options. In Plan Case 1871-A-03, the City Council may:

- a. approve the proposed amendments to the annexation agreement;
- b. approve the proposed amendments to the annexation agreement with additional modifications.
- c. deny the proposed amendments to the annexation agreement.

The City Council has the following options. In Plan Case 1902-A-04, the City Council may:

- d. approve the proposed amendments to the annexation agreement;
- e. approve the proposed amendments to the annexation agreement with additional modifications.
- f. deny the proposed amendments to the annexation agreement.

## **Staff Recommendation**

On February 10, 2005 the Urbana Plan Commission voted 3-3 on the proposed amendments. The result of the vote is a no formal recommendation to the Urbana City Council. Staff's original recommendation to the Urbana Plan Commission was to approve the amendments to the annexation agreement and to approve the revised Preliminary and Final Subdivision Plats. This staff recommendation holds.

Prepared By:

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Rob Kowalski, Planning Manager

c: Paul Tatman, Developer  
Chuch Guthrie, BWC Engineers

Attachments:      Proposed Ordinances  
                         Proposed Amended Annexation Agreement (without attachments)  
                         Location Map  
                         Aerial Photo  
                         Originally approved Development Plan (December 2003)  
                         Revised and Approved PUD Development Plan (September 2004)  
                         Proposed Amended Preliminary and Final Subdivision Plats  
                         Draft Minutes from the February 10, 2005 Plan Commission meeting

ORDINANCE NO. 2005-02-024

An Ordinance Approving a Revised Annexation Agreement  
(Hingtgen and Naugle Annexation / South side of Colorado Avenue  
approximately 394 feet east of Philo Road - Plan Case 1871-A-03)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and John Hingtgen, Virgil Naugle and Tatman Enterprises, Inc. was approved on December 1, 2003 under Ordinance 2003-12-139; and,

WHEREAS, said agreement governs a tract totaling approximately 31 acres on three separate tracts located on the south side of Colorado Avenue approximately 394 feet east of Philo Road: and,

WHEREAS, the approved agreement stipulated approval of a Planned Unit Development (PUD) incorporating residential condominiums situated around an private street to be called Prairie Winds Circle; and

WHEREAS, On September 20, 2004 the Urbana City Council approved revisions to the PUD portion of the annexation agreement under Ordinance No. 2004-09-127; and,

WHEREAS, the developer has determined that additional minor amendments to the annexation agreement are again necessary; and

WHEREAS, the proposed amendments include the primarily creation of a common-lot line subdivision for the residential condominiums, and the dedication of Prairie Winds Circle as a public rather than a private street; and

WHEREAS, the proposed amendments require the granting of specific variances to the Urbana Zoning Ordinance related to lot size and front-yard setback on select lots as identified in Article II Section 6 of the attached amended agreement; and

WHEREAS, On February 10, 2005 the Urbana City Council conducted a public hearing to consider the proposed amendments; and,

WHEREAS, after public testimony the Plan Commission did not make a formal recommendation to the Urbana City Council due to a 3-3 tie vote; and,

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

Section 1. That the revised Annexation Agreement for the Hingtgen and Naugle Annexation Agreement and Prairie Winds development, a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

Section 3. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved, as amended, with the Recorder of Deeds of Champaign County, Illinois.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

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Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Tod Satterthwaite, Mayor

**Hingtgen & Naugle**  
**Amended Annexation Agreement**

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THIS Agreement, originally 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 John J. Hingtgen and Virgil J. Naugle (hereinafter referred to as the "Owners") and the Paul Tatman (hereinafter referred to "Developer") was adopted and executed under Ordinance No. 2003-12-139 on December 1, 2003.

**WITNESSETH:**

WHEREAS, the Agreement was 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, John J. Hingtgen and Virgil J. Naugle were the original Owners of record of three contiguous real estate tracts totaling approximately 31 acres, located on the South side of Colorado Avenue east of Philo Road, and having permanent index numbers of 30-21-21-200-026, 30-21-21-200-034, and 30-21-21-200-035 the legal descriptions of which real estate is set form in Exhibit "A" attached hereto; and

WHEREAS, the attached map, labeled Exhibit "B", is a true and accurate representation of the tracts that were annexed to the City of Urbana under the provisions of this agreement; and

WHEREAS, subsequent to annexation on March 15, 2004 the Owners sold Tracts II and III to Paul Tatman (Developer) to develop a Senior Retirement Center as a Residential Planned Unit Development (PUD), 42 residential condominiums as a Common-lot-line Residential Development, and a single-family residential subdivision as described in the this agreement; and

WHEREAS, the original Owners retained ownership of Tract I with the intention of constructing a banquet center that will serve the neighboring funeral home and require business zoning; and

WHEREAS, all three tracts are contiguous to the City of Urbana, and said Owners and the City determined that immediate annexation of the tracts was in the best interest of both parties; and

WHEREAS, Tracts II and III as described in Exhibit "A" were directly converted to City R-2, Single-Family Residential Zoning upon annexation under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the City and Owners found it necessary and desirable that Tract I, as described in Exhibit "A" be rezoned to the B-3, General Business Zoning District upon annexation for the future purposes of constructing a banquet center to be used in conjunction with the adjacent funeral home under the terms and provisions of the Urbana Zoning Ordinance and this agreement; 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 and Developer desire to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement; and

WHEREAS, Tracts II and III as described hereing were annexed to the City of Urbana under Ordinance 2004-03-024 on March 15, 2004; and

WHEREAS, the Owner of Tracts II and III, Paul Tatman, has proposed amendments to the originally approved annexation agreement that affect the terms and provisions of only Tracts II and III as described herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE THE ORIGIANL ANNEXATION AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS:**

**ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNERS AND/OR DEVELOPER**

The Owners and/or Developer agree to the following provisions:

**Section 1. Ownership.** The Owners represent that the Owners are the sole record Owner of the tracts described in Exhibit "A" and that the Owners shall, within thirty (30) days of the approval of this agreement cause the tracts to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes. Until annexation of the subject tracts occurs, the Owners shall require that any persons intending to reside thereon, whether as tenants or owners, shall, prior to residing thereon, irrevocably agree in writing to sign, join in, and consent to any petition for annexation of the subject tract. The Owners shall file such written agreement with the City Clerk within thirty (30) days of the signing of such. The City shall furnish to Owner the appropriate form to satisfy this obligation.

The Owners further agree that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tracts. If the subject tracts are to be platted for subdivision, the Owners agree that the substance of this



provision regarding annexation shall be included in the subdivision covenant and such will constitute a covenant running with the land.

**Section 2. Title Interests.** The Owners represent that there are no mortgages or lien holders or holders of any security interest affecting title to the Tracts I, II and III described herein.

**Section 3. Authority to Annex.** The Owners agree and hereby stipulate that the City, by its approval, execution or delivery of this Agreement does not in anyway relinquish or waive any authority it may have to annex the Tracts in the absence of this Agreement.

**Section 4. Zoning.** The Owners agree to accept the direct conversion of the Champaign County R-2, Single-Family Residence Zoning District to the City R-2, Single-Family Residential Zoning District as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists at the time of annexation for Tracts II and III as described in Exhibit "A". The Owners acknowledge that upon annexation, Tract I as described in Exhibit "A" will be rezoned from the County R-2, Single-Family Residence Zoning District to City B-3 General Business. The Owners agree that, unless changed upon the initiative of the Owners the said City zoning classification for all tracts 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 tracts. The Owners agree to use the tracts only in compliance with the Urbana Zoning Ordinance and this agreement as such may be amended from time to time.

**Section 5. Allowed Uses for Tract I.** The Owners agree that multi-family residential land uses shall not be permitted on Tract I as described in Exhibit "A" unless the tract is rezoned to a multi-family residential zoning district. Any rezoning of the parcel shall require a public hearing with the Urbana Plan Commission and final approval from the Urbana City Council in accordance with the provisions of the Urbana Zoning Ordinance.

**Section 6. Residential Planned Unit Development (PUD) Plan.** The Owners/Developer agree that this annexation agreement hereby approves a Special Use Permit to establish a Residential Planned Unit Development (PUD) for Tract II herein called "PUD Tract" and described in Exhibit "A". The Owner/Developer further agrees that the development of the PUD Tract for a Residential Senior Retirement Center shall be in strict conformance to the attached site plan and project data attached hereto as Exhibit "D". The Owner/Developer agrees that any substantial deviations from the approved Residential PUD Plan as determined by the Zoning Administrator shall require an amendment of this agreement. This amendment process shall include a review of the proposed deviations by the Urbana Plan Commission under a public hearing process as described in the Urbana Zoning Ordinance. The Urbana City Council shall make a final determination pertaining to the appropriateness of the proposed deviations to the approved PUD.

The Developer agrees to provide a landscape buffer along the south side and west sides of the parking lots for the Senior Retirement Center. The landscape buffer shall be dense enough to effectively visually screen the parking lot from neighboring properties. The

landscape screen shall include a variety of shrub and/or tree materials that will block headlights year round and trees that will mature to a shade height of 40+ feet. The Developer shall consult with the Urbana City Arborist concerning appropriate plant materials. The City Arborist shall approve the plan and materials shall be planted prior to the issuance of a Certificate of Occupancy for the Senior Retirement Center.

**Section 7. Common-Lot Line Residential Development.** The Owners/Developer agree that a portion of Tract III immediately east of the described Residential PUD shall be developed as a Common-lot-Line Residential Development with 42 lots/units as illustrated and attached hereto as Exhibit "E". Within this portion of the development the roadway shall be dedicated as public right-of-way and all lots shall front on the public right-of-way. The Corporate Authorities agree to grant specific zoning variances of the Urbana Zoning Ordinance in conjunction with the Common-lot-Line Residential Development as described in Article II Section 6 of this agreement and specific waivers from the Urbana Subdivision and Land Development Code as described in Article II Section 5 of this agreement.

**Section 8. Single-Family Residential Subdivision.** The Owners/Developer agree that the remaining portion of Tract III east of the described PUD Tract shall be developed as a single-family residential subdivision as illustrated and attached hereto as Exhibit "E". Minor adjustments to the layout of the single-family residential subdivision from the attached site plan in Exhibit "E" may be authorized as final engineering and surveying for the alignment of Colorado Avenue extended is determined. The subdivision must satisfy the requirements of the Urbana Subdivision and Land Development Code as well as the Urbana Zoning Ordinance.

**Section 9. Subdivision Plat Preparation.** The Developer agrees to prepare Preliminary and Final Subdivision Plats for Development in substantial conformance with the layout shown in the attached site plans and in compliance with the City of Urbana Subdivision and Land Development Code except as waived under Section II.5 of this agreement.

**Section 10. Colorado Avenue.** The Developer agrees to meet and confer with the Corporate Authorities to negotiate a separate agreement concerning the improvement and completion of Colorado Avenue to a collector level classification of roadway. The agreement shall outline the design specifications for the improvements and shall determine the respective obligations of the Developer, City, and other parties' for the engineering, construction and costs for completing improvements to Colorado Avenue.

The engineering design and construction of Colorado Avenue shall include one eight-foot wide multi-use path instead of the standard requirement of a four-foot sidewalk. The purpose of the path is to connect the existing multi-use path at Philo Road and Colorado Avenue to a planned multi-use path at Colorado Avenue and Stone Creek Boulevard.

**Section 11. Other Infrastructure Improvements:**

- A. **Right-of-Way Dedication.** The Owners agree to dedicate 33-feet of right-of-way along the south side of Colorado Avenue from the eastern right-of-way line of Philo Road to the eastern parcel line of Tract I. This area includes frontage along the existing Renner-Wikoff funeral home lot and the adjacent Tract I. The purpose of the dedication is to allow future improvements to Colorado Avenue that will upgrade the roadway to a collector-classified street. The right-of-way along the existing Renner-Wikoff funeral home lot and the adjacent Tract I shall be dedicated with the final plat for Tract II and III. The Developer agrees to prepare the proper dedication plats to accomplish the dedication and the City shall record the dedication.

The Developer agrees to assist the Corporate Authorities in coordinating with the neighboring property owner to dedicate the necessary right-of-way consistent with the approved preliminary plat for Stone Creek Subdivision. The Corporate Authorities will prepare and record a plat to dedicate this 60-feet of right-of-way.

- B. **Infrastructure within the Residential Planned Unit Development and the Common-lot Line Residential Development.** The Developer agrees that all infrastructure within the Planned Unit Development shall be constructed to the standards of City codes and ordinances. The Developer further agrees that the roadway to serve the Common-lot-Line Residential Development shall be dedicated to the public upon recording of the final subdivision plat creating the lots. There shall be on-street parking permitted on only one side of the public road serving the Common-lot Line Residential Development. The Corporate Authorities agree to grant waivers to the Subdivision and Land Development Code as specified in Article II Section 5 of this agreement.
- C. **Infrastructure within the Single-Family Residential Subdivision.** The Developer agrees that all infrastructure within the Single-Family Residential Subdivision shall be constructed to the standards specified in the City of Urbana Subdivision and Land Development Code except as waived under Article II, Section 5 of this agreement. In an effort to better connect local streets with residential neighborhoods, the Developer agrees to extend one of the proposed cul-de-sac streets to the south property line in order to connect to a potential local street in the Eagle Ridge Subdivision. Such a connection will require the willingness of the Developer of the Eagle Ridge Subdivision to amend the approved Eagle Ridge Subdivision Preliminary Plat in order to provide the connection. The Developer agrees to work with the City and the Developer of the Eagle Ridge Subdivision to consider this connection. The opportunity to make the roadway connection shall be considered at the time the Developer requests Preliminary Plat approval for the Single-Family Residential Subdivision. In the event a roadway connection cannot be accomplished, the Developer agrees to accommodate a five-foot wide walkway between two single-family residential

lots on the south side of the development in order to connect future pedestrian sidewalk facilities from the Eagle Ridge Subdivision to the sidewalk along the proposed roadway. The exact location shall be determined by the Developer and City Engineer upon platting of the single-family residential subdivision. The width of the sidewalk shall be five feet within a 10-foot dedicated right-of-way and meet all construction standards for sidewalks in the Subdivision and Land Development Code.

**Section 12. Timing of Construction.** The Developer agrees to commence development on Tracts II and III within 24 months from execution of this agreement and to complete construction of Colorado Avenue within 12 months of recording the final subdivision plat for Tracts II and III. An extension of 12 months or less may be authorized upon written agreement from the Corporate Authorities. It is agreed that no building permits shall be issued for development on Tracts II or III prior to an executed agreement concerning the improvements to Colorado Avenue as stipulated in Article I Section 9 above.

**Section 13. Dedication of Improvements and Easements.** The Developer agrees to dedicate public improvements, including public streets and rights-of-way, and to provide necessary easements for utilities as a part of the subdivision plat(s) for the Development. However, the proposed stormwater detention basin shall be the responsibility of the future Homeowner's Association for the Development and shall not be dedicated to the City. An acceptable stormwater detention basin operation and maintenance plan and the responsible party to operate and maintain such basin plan shall be reviewed and approved by the City Engineer prior to the release of a Performance Bond. The Owners/Developer understand that all grass/plantings in the right-of-way areas along Prairie Winds Circle and Prairie Winds Drive shall be privately maintained by the Owner/Developer or subsequent Homeowner's Association as stipulated in any subdivision restrictions or covenants.

**Section 14. Code Compliance.** The Owners/Developers 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 15. Amendments.** The Owners/Developer shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the Tracts, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by both the Owners/Developer and the City. Said action includes petitioning for a county rezoning of said tracts(s) without a written amendment to this Agreement.

It shall not be a breach of this Agreement for the Owner to sell or grant a security interest in the Tract(s) to any third person provided such sale or grant shall be subject to the provisions of this Agreement and provided that the substance of this Annexation

Agreement shall be included in any sales contract for the sale of any portion of the subject tract.

## **ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES**

The Corporate Authorities agree to the following provisions:

**Section 1. Annexation.** The Corporate Authorities agree to annex said tracts 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. Zoning.** The Corporate Authorities agree that Tract I as described in Exhibit “A” will be zoned B-3, General Business as provided by the Urbana Zoning Ordinance upon its annexation to the City. The Corporate Authorities further agree that Tract II and Tract III as described in Exhibit “A” will directly convert from Champaign County R-2, Single Family Residence zoning to City R-2, Single-Family Residential zoning. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tracts. 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. Residential Planned Unit Development (PUD).** The Corporate Authorities agree to approve a Special Use Permit for a Residential Planned Unit Development (PUD) Plan on Tract II herein described as the PUD Tract in Exhibit “C”. The Special Use Permit for the Residential PUD is approved for a Senior Retirement Center as illustrated in this agreement and shall be developed in strict conformance to the attached plans and site data attached as Exhibit “D”.

### **Section 4. Infrastructure Improvements.**

- A. **Right-of-Way Dedication.** With assistance from the Developer, The Corporate Authorities agree to coordinate with the adjacent property owner to the east to secure a dedication of right-of-way in order to foster the connection of Colorado Avenue to Stone Creek Boulevard. The dedication and connection of the roadway shall be consistent with the approved preliminary plat for the Stone Creek Subdivision. The Corporate Authorities agree to prepare and record a plat to dedicate this 60-feet of right-of-way.

The Corporate Authorities agree to record a 33-foot right-of-way dedication plat for Colorado Avenue along the existing Renner-Wikoff funeral home lot and Tract I. The purpose of the dedication plat is to ensure adequate right-of-way

necessary for the complete improvement of Colorado Avenue to a collector classified level of roadway in the future.

- B. Infrastructure within the Single-Family Residential Subdivision and Common-lot line Residential Development.** The Corporate Authorities agree to accept all dedicated infrastructure within the Single-Family Residential Subdivision and the Common-lot line Residential Development subject to the requirements of the Urbana Subdivision and Land Development Code.

**Section 5. Waivers to the Subdivision and Land Development Code** – The Corporate Authorities agree to the following waivers to the Subdivision and Land Development Code.

- 1) to permit a 28-foot wide street width measured from back of curb to back of curb for all public streets within the single-family residential subdivision;
- 2) to allow a 25-foot wide pavement width measured from back of curb to back of curb for the private street within the Common-lot line Residential Development;
- 3) to allow a waiver to construct a five-foot sidewalk on only one-side of the private drive within the Common-lot line Residential Development. The sidewalk shall be constructed along the house side of the street.
- 4) To allow a substandard curve radius of 35 feet along Prairie Winds Drive at the southwest corner of the roadway.

**Section 6. Variances to the Urbana Zoning Ordinance.** The Corporate Authorities agree to the following variances to the Urbana Zoning Ordinance:

1. To permit a reduction in the required lot area for the condominium development on lots #66, 67, and #68 as shown on Exhibit “E” from the required 4,500 square feet to no less than 3,556 square feet.
2. To permit a reduction of the required front yard setback for the condominium development on lots #59-72 as shown on Exhibit “E” from the required 15 feet to 10 feet.

**Section 7. Tax Reimbursement.** During the term of this Agreement, the City agrees to pay the Owners an amount equal to the difference between the real estate taxes which would be paid for each of the tracts if they were located outside the City and the amount paid as real estate taxes for each of the tracts when inside the City on an annual basis within sixty (60) days of submission by the Owner to the City Community Development Director of the paid tax bill for each of the tracts and a written computation of such difference. For Tract I, in the year the building permit is issued, said reimbursement shall be prorated based on the number of months during the year before the permit was issued. For example, if the permit is issued anytime during July, then the reimbursement shall be for 7/12 of the annual tax amount (seven months being January thru July).

For Tracts II and III, in the year the final plat is recorded, said reimbursement shall be prorated based on the number of months during the year before the plat was recorded. For example, if the plat is recorded anytime during July, then the reimbursement shall be for 7/12 of the annual tax amount (seven months being January thru July).

**Section 8. Amendments** - The City shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the Tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner, or Owners of the portion of the Tract which is directly the subject of the amendment.

### **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 twenty (20) 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 Owners 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:**

**Owner / Developer:**

\_\_\_\_\_  
Tod Satterthwaite, Mayor

\_\_\_\_\_  
Paul Tatman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Phyllis D. Clark  
City Clerk

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Exhibits attached and made a part of this Agreement:

Exhibit "A": Legal Descriptions of Tract I, Tract II and Tract III

Exhibit "B": Map of Tracts to be annexed.

Exhibit "C": Legal Description and map of Tracts approved for Residential Senior Retirement Center Planned Unit Development. Referred to in the agreement as "PUD Tract"

Exhibit "D": Site Plan and Project Data for Residential Planned Unit Development

Exhibit "E": Site Plan for Common-Lot Line Residential Development and Single-Family Residential Subdivision

## **Exhibit "A"**

### **Legal Descriptions and map of Tract I, Tract II and Tract III**

#### **Tract I:**

A part of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The North One-half of the East One-half of the West 789.90 feet of the North 661.71 feet of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian. Containing approximately 3 acres.

Being the same tract as described in a Warranty Deed, dated April 29, 1992 and recorded in Book 1815 at page 858, as Document Number 92R13184, in the Office of the Recorder of Deeds, Champaign County, Illinois.  
PIN# 30-21-21-200-026

#### **Tract II:**

The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 5.63 acres.  
PIN# 30-21-21-200-034

#### **Tract III:**

The North Half of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Except all that part that lies West of the East line of the following described tract of land: The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 22.37 acres.  
PIN# 30-21-21-200-035

**Exhibit “B”**

**Maps of Tracts to be Annexed**

## **Exhibit “C”**

### **Legal Description and map of Tracts approved for Planned Unit Development and Single-Family Residential Subdivision**

#### **Legal Description for tract approved for Residential Planned Unit Development**

The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 5.63 acres.  
PIN# 30-21-21-200-034

## Exhibit "D"

### Residential Planned Unit Development (PUD)

#### Site Plan and Project Data

##### Legal Description of Residential PUD:

The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 5.63 acres.

PIN# 30-21-21-200-034

##### Planned Unit Development Information:

###### **Total Number of Dwelling Units**

*Senior Retirement Center:* Total of 75 units.

###### **Proposed lot coverage of buildings and structures, as a percentage of the total area**

*Senior Retirement Center* = 49,000 square feet

*Total Square Footage of Residential PUD Site* = 245,242 square feet

*Total Percentage of lot coverage for structures* = 20%

###### **Approximate gross and net residential densities.**

*Total Number of Dwelling Units* = 75

*Total Number of Acres* = 5.63

*Gross Density* = 13.32 dwelling units per acre

###### **Approximate Floor Area Ratio and Open Space Ratio**

*Floor Area Ratio* = .20 (49,000 / 245,242)

*Open Space Ratio* = .80

**Common Open Space**

Exact areas and square footages to be determined upon development. Walking trail and green space at north end of Senior Retirement Center; and passive green space area to southwest of Condominiums and Senior Retirement Center.

**Off-Street Parking Provided.**

*Senior Retirement Center = 62 spaces (58 regular and 4 handicapped)*

**Areas and Streets intended to be Public**

All open space and parking areas and intended to be private and not publicly maintained.

**Screening / Buffering**

Site plan indicates fencing to be provided along perimeter of site. Significant greenspace buffer to be used as open space between proposed development and existing Eagle Ridge Subdivision to the south (see annexation agreement).

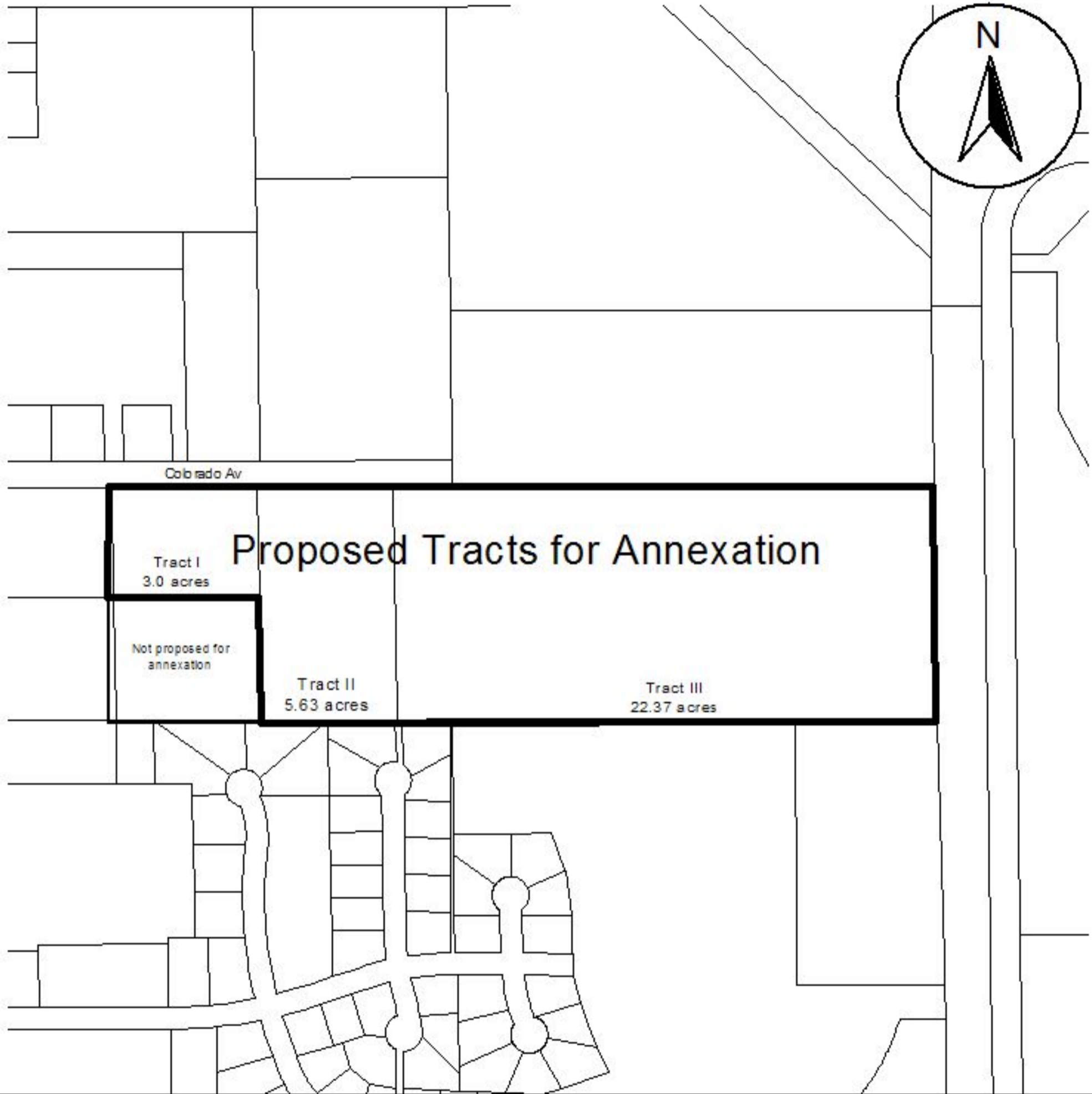
**Illuminated Areas**

Lighting to meet codes of City of Urbana including parking lot lighting for the Senior Retirement Center to be directed downwards towards parking lot.

**Exhibit “E”**

**Site Plan for Common Lot-line Residential Development and  
Single-Family Residential Subdivision**

# Exhibit "A": Location Map




0 250 500 750 1000 Feet



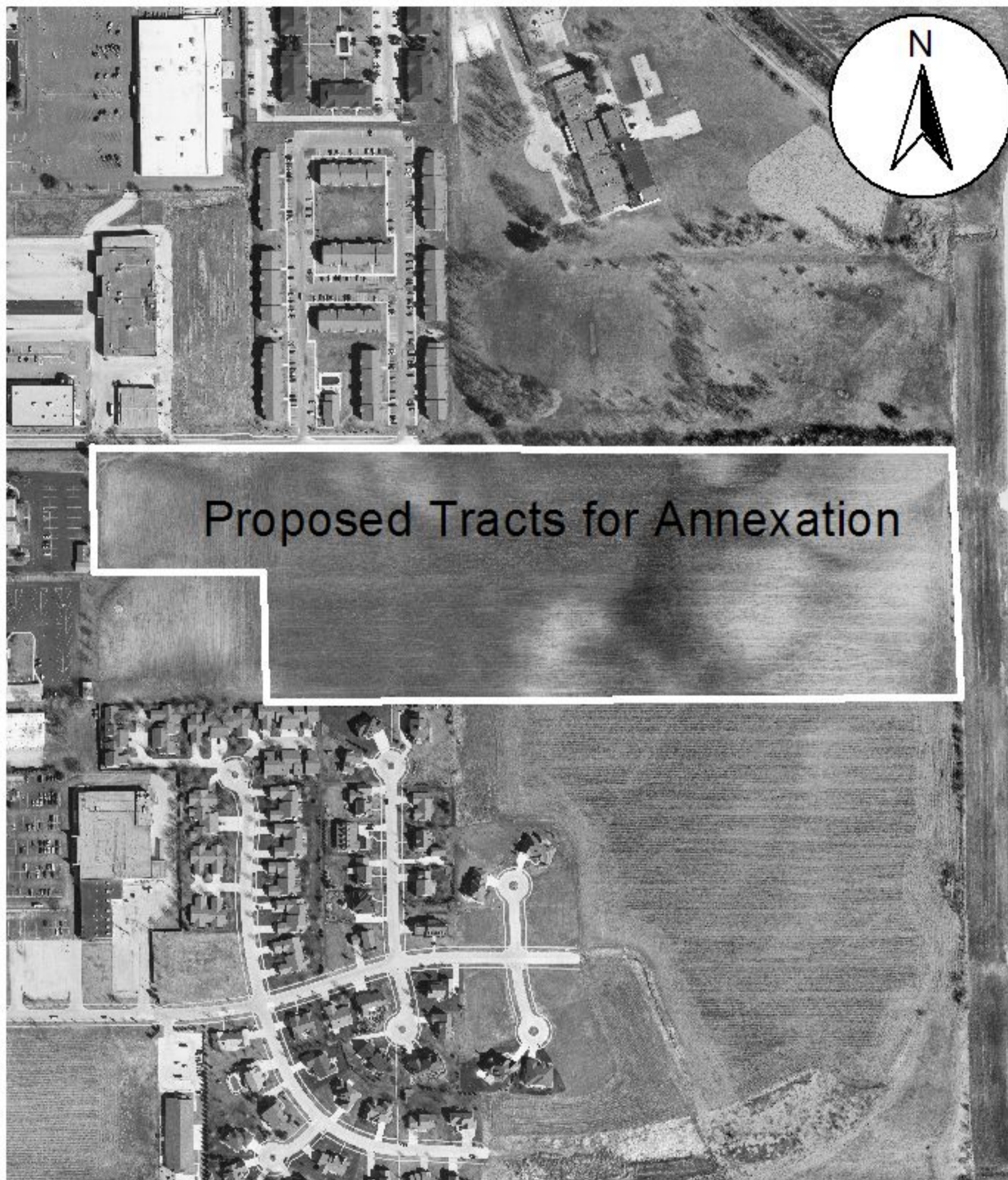
Petitioner: John Hingtgen and Virgil J. Naugle  
South side of Colorado Ave. east of Philo Rd.  
Golliday Tract  
1871-A-03 Golliday Tract Annexation Agreement  
1871-M-03 Rezone from County R-2 to City B-3 General Business for Tract I

Prepared November 5, 2003 by Community Development Services - lof

 Properties Within 250+ Feet



# Exhibit "E": Aerial



Proposed Tracts for Annexation



Petitioner: John Hingtgen and Virgil J. Naugle  
South side of Colorado Ave. east of Philo Rd.  
Golliday Tract  
1871-A-03 Golliday Tract Annexation Agreement  
1871-M-03 Rezone from County R-2 to City B-3 General Business for Tract I

Prepared November 5, 2003 by Community Development Services - lof



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

### MEMORANDUM

**TO:** Bruce K. Walden, Chief Administrator Officer

**FROM:** Elizabeth H. Tyler, AICP, City Planner, Director

**DATE:** November 26, 2003

**SUBJECT:** Plan Case No. 1871-A-03 / 1871-M-03: Request to annex three tracts of property totaling approximately 31 acres on the south side of Colorado Avenue east of Philo Road and rezone a three-acre tract from Champaign County R-2, Single-Family Residence to City, B-3, General Business upon annexation. Property located on the south side of Colorado Avenue approximately 394 feet east of Philo Road.

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### Introduction & Background

John Hingtgen and Virgil Naugle are owners of three separate tracts of land totaling approximately 31 acres on the south side of Colorado Avenue east of Philo Road. The property is commonly referred to as the "Golladay Tract" and is not annexed into the City of Urbana. Mr. Hingtgen and Mr. Naugle currently own and operate the Renner-Wikoff funeral home immediately west of the site located at 1900 South Philo Road. They have purchased the land from Betty Golladay and wish to annex the property and have the majority of it developed. A portion of the land agreed to be annexed is proposed to be rezoned to City B-3, General Business. The remainder of the tracts are proposed to be annexed and directly converted from the existing Champaign County R-2, Single-Family Residence zoning to City R-2, Single-Family Residential zoning. The owners have contracted with Tatman Enterprises, Inc. to develop a Residential Planned Unit Development (PUD) and a Single-Family Residential subdivision on the majority of the property. The Residential Planned Unit Development would include a 75-room Senior Retirement Center, 38 residential owner-occupied condominiums for a 55 and older population, and a 25-lot single-family detached subdivision. The three-acre tract directly east of the funeral home is proposed for the potential future development of a banquet center to serve the funeral home.

The official public hearing to consider the annexation agreement is scheduled with the Urbana City Council for 7:20 p.m. on Monday, December 1, 2003. The Plan Commission conducted a public hearing to consider the rezoning on November 20, 2003 and unanimously (5-0)

recommended its approval along with approval of the annexation agreement. For detailed information regarding the Plan Commission meeting, please refer to the memorandum to the Commission dated November 14, 2003 and the preliminary minutes of the meeting held on November 20, 2003.

## **Issues and Discussion**

There are three tracts proposed for annexation. Tract I is a three-acre tract located directly behind the funeral home. Tracts II and III consist of 5.63 acres and 22.37 acres respectively and are immediately east of Tract I. The tracts are currently used for agricultural purposes and do not contain any developed structures. The current zoning of the property is R-2, Single-Family Residence in Champaign County. The site has been wholly surrounded by the corporate limits for many years and is less than 60 acres although there has been no action to annex the property without a pending development proposal. Development of the site requires annexation into the City of Urbana since sanitary sewer connections will be necessary.

The site is partially served by Colorado Avenue to the north. Colorado Avenue currently terminates approximately 1,200 feet east of the intersection of Philo Road. A major component of the proposed annexation and development of the tracts is the improvement and completion of Colorado Avenue to connect to Stone Creek Boulevard. Colorado Avenue is planned to be an urban, collector classification of roadway providing a major east-west connection for southeast Urbana.

### ***Annexation Agreement***

The attached proposed annexation agreement outlines provisions for obligations by the Owners, Developer and Corporate Authorities. Under the agreement, the City agrees to directly convert the majority of the property to City, R-2, Single-Family Residential zoning and to rezone the three acre tract to B-3, General Business. The agreement also specifies the obligations for issues related to infrastructure improvements, taxes, code compliance, etc.

### ***Proposed Rezoning***

The agreement stipulates that the request to rezone the property to B-3, General Business is made for the purposes of establishing a banquet center in conjunction with the funeral home to the west. It is common for annexation agreements to list land uses that are normally permitted by right in a district but agreed to be prohibited under the terms of the agreement. In this case, the Owner and City have agreed to prohibit the establishment of multi-family residential uses on the three-acre tract. The Plan Commission determined that the rezoning to B-3 appears to be appropriate considering the tract is adjacent to business zoning and is located in close proximity to the Sunnycrest commercial center. It will also be adequately be served by public utilities once Colorado Avenue is improved.

### ***Proposed Residential Planned Unit Development / Single-Family Subdivision***

The remaining 28 acres of the site is proposed to be annexed and directly converted from County R-2 to City R-2, Single-Family Residential zoning. The Urbana Zoning Ordinance currently

allows the direct conversion of zoning without the need to conduct a public hearing. The agreement also specifies that the City agrees to grant a Special Use Permit to establish a *Residential Planned Unit Development* in the R-2, Single-Family district. The Urbana Zoning Ordinance permits Residential PUDs as a special use in the R-2 zoning district. The proposed Residential Planned Unit Development includes two primary components, a Senior Retirement Center and 38 residential condominiums.

Although these uses are typically established in multi-family zoning districts, the Urbana Zoning Ordinance contains provisions for *Residential Planned Unit Developments (PUD)* where *any* residential use can be permitted in *any* residential zone with approval of a Planned Unit Development. All PUDs must contain a detailed site plan and project data and the construction of the project must be in strict compliance with the approved plan. The components of the development are as follows:

***Senior Retirement Center***

The Developer proposes a 75-room Senior Retirement Center to be built that would include a mixture of one and two-bedroom units. The facility would have dining facilities and may contain some accessory medical services. The facility is proposed to be very similar to the Canterbury Ridge development on Amber Lane in Urbana. The center would contain 62 parking spaces and would have a significant amount of open space surrounding the building (see attached site plans).

***Residential Condominiums***

East of the Senior Retirement Center the Developer proposes 38 residential condominiums. The condos are proposed to be owner-occupied and marketed to a 55-years and older population. The development would contain seven four-plexes and ten duplexes. Buyers of the units would purchase the condo itself as opposed to a subdivided lot. The grounds are proposed to be maintained by a homeowners association and would include all the condos centered around a detention pond as an amenity with a walking path circling the pond. Both the Senior Retirement Center and condominiums are proposed to be access by private streets that would be gated and maintained by the association. All infrastructure will be built to city standards.

***Single-Family Residential Subdivision***

Directly east of the condominiums the Developer is proposing a conventional single-family residential subdivision. The 25-lot subdivision is *not* a component of the PUD and will be required to meet all the requirements of city codes and ordinances except where the annexation agreement permits applicable waivers. All the infrastructure for the subdivision will be public and dedicated to the City consistent with standard subdivision development.

A detailed site plan and project data is contained as an attachment of the annexation agreement.

### ***Colorado Avenue***

The proposed development will require Colorado Avenue to be completed as a collector street connecting its current terminus to Stone Creek Boulevard. This connection is currently identified in the city's long range roadway plans but is not scheduled in the current Capital Improvement Plan (CIP). The annexation agreement specifies that a subsequent agreement will need to be reached that outlines specific obligations on the part of the Developer and the City for the improvement of Colorado Avenue. This agreement will include obligations for the engineering, construction and costs of the road improvement. It is anticipated that the approach used to complete extend Florida Avenue east will be used for Colorado Avenue where the Developer engineers and constructs the road in accordance to city standards and that a equitable cost sharing scenario is agreed to.

### ***Urbana Plan Commission Meeting / November 20, 2003***

The Urbana Plan Commission voted unanimously (5-0) to recommend approval of the annexation agreement and rezoning. At the meeting, four residents of the Eagle Ridge Subdivision spoke in support of the proposal but requested more attention be given to the design and location of the parking lots for the Senior Retirement Center. As a result, the Plan Commission recommended that additional landscape screening be provided along the south and west sides of the parking lot in order to effectively screen the lot from the neighboring uses. Adjacent homes in Eagle Ridge will be located approximately 150-feet from the parking lot. As part of the annexation agreement, the Developer has agreed to additional language related to landscaping (see Article I, Section 6).

## **Summary of Findings**

On November 20, 2003 the Urbana Plan Commission made the following findings in relation to the proposed annexation agreement and rezoning.

1. The proposed B-3, General Business zoning district for the subject site would be consistent with the current B-3 zoning in the general vicinity.
2. The proposed annexation agreement includes provisions for a Residential Planned Unit Development that will establish an appropriate mix of residential uses that will serve as a transition between adjacent high-density and low-density development.
3. The rezoning is proposed in order for the site to be developed as a supporting development to the adjacent funeral home which is also zoned B-3, General Business.
4. The location of the site, which is adjacent to the commercially zoned funeral home and the Sunnycrest commercial center, makes it appropriate for commercial development.

5. The proposed rezoning to the B-3, General Business zoning district would allow for the commercial redevelopment of the property which would be a benefit to the community and contribute to the tax revenues of the city.
6. The proposed rezoning would not be detrimental to the public health, safety or general welfare.
7. The proposed rezoning appears to generally meet the LaSalle Case criteria.

## **Options**

The City Council has the following options In Plan Case 1871-A-03 and 1871-M-03, the City Council may:

- a. Approve the Annexation Agreement and rezoning.
- b. Approve the Annexation Agreement and rezoning with modifications if agreed to by the Owner/Developer.
- c. Deny the Annexation Agreement and rezoning.

## **Staff Recommendation**

In Plan Case 1871-A-03 / 1871-M-03 staff recommends **APPROVAL** of the proposed annexation agreement and rezoning as presented.

Prepared By:

---

Rob Kowalski, Planning Manager

c: John Hingtgen, Owner  
Virgil Naugle, Owner  
Paul Tatman, Developer  
Ben Jones, Eagle Ridge

Attachments: Proposed Ordinance  
Location Map  
Aerial Map  
Draft Annexation Agreement with attachments  
Preliminary Minutes from November 20, 2003 Plan Commission  
Neighborhood Notification  
Eagle Ridge Neighborhood Meeting Notice and Sign-in Sheet

ORDINANCE NO. 2003-12-139

An Ordinance Approving and Authorizing the Execution of an Annexation Agreement  
(Hingtgen & Naugle Annexation Agreement / Approximately 31 acres on the south side of  
Colorado Avenue approximately 394 feet east of Philo Road)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and John Hingtgen, Virgil Naugle and Tatman Enterprises, Inc. has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract totaling approximately 31 acres on three separate tracts located on the south side of Colorado Avenue approximately 394 feet east of Philo Road and said tracts are legally described as follows:

**Tract I:**

A part of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The North One-half of the East One-half of the West 789.90 feet of the North 661.71 feet of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian. Containing approximately 3 acres.

Being the same tract as described in a Warranty Deed, dated April 29, 1992 and recorded in Book 1815 at page 858, as Document Number 92R13184, in the Office of the Recorder of Deeds, Champaign County, Illinois.  
PIN# 30-21-21-200-026

**Tract II:**

The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 5.63 acres.  
PIN# 30-21-21-200-034

**Tract III:**

The North Half of the South Half of the Northeast Quarter of Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, Except all that part that lies West of the East line of the following described tract of land: The North 661.75 feet of the East 370.04 feet of the West 1159.94 feet of the Southwest Quarter of the Northeast Quarter of



Section 21, Township 19 North, Range 9 East of the Third Principal Meridian, situated in Champaign County, Illinois. Containing approximately 22.37 acres.  
PIN# 30-21-21-200-035

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 5th day of November, 2003 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held before the Urbana City Council on the matter of the proposed Annexation Agreement on the 1st day of December, 2003; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to each of the Trustees of the Philo Fire Protection District on the 18th day of November, 2003; and

WHEREAS, on the 1st day of December, 2003, the Urbana City Council held a public hearing on the proposed Annexation Agreement; and

WHEREAS, prior to the aforesaid public hearing held by the Urbana City Council, after due and proper notice, a public hearing was held before the Urbana Plan Commission on the 20th day of November, 2003, to consider the proposed Annexation Agreement and the rezoning of Tract I to from Champaign County R-2, Single-Family Residence to the City B-3, General Business Zoning District upon annexation in Plan Case No. 1871-A-03 and 1871-M-03; and

WHEREAS, The Urbana City Council has determined that the proposed Annexation Agreement is in conformance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and,

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed annexation agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

URBANA, ILLINOIS, as follows:

Section 1. The that Annexation Agreement between the City of Urbana, Illinois and John Hingtgen, Virgil Naugle and Tatman Enterprises, Inc., a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

Section 3. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved, as amended, with the Recorder of Deeds of Champaign County, Illinois.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

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