



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

### m e m o r a n d u m

**TO:** Laurel Lunt Prussing, Mayor

**FROM:** Elizabeth H. Tyler, Ph.D., FAICP, Director

**DATE:** November 4, 2010

**SUBJECT:** evaluation of conditions, 104 N. Central Ave. (Halberstadt House) (Plan Case 2010-L-02)

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### **Introduction & Background**

Historic Preservation Case No. HP 2010-L-02 is an application by Brian Adams to designate the property at 104 N. Central Ave (referred to as the Eli Halberstadt House) as a local historic landmark. The owner of record is Canaan Baptist Church. A Registered Preference against the nomination has been submitted by the property owner.

Should the application be approved, the owners would be required to obtain a Certificate of Appropriateness from the Historic Preservation Commission for any future alteration that affects the exterior architectural appearance of the structure. The property owner has indicated that they purchased the property with in the intention of demolishing the building for expansion of their institutional campus, including a church and school.

At the Historic Preservation Commission meeting on July 7, 2010, the Commission made a preliminary determination that the property qualified for designation as a local landmark. The Commission held a public hearing on August 4 and September 1, 2010. During the public hearing, the property owner's legal counsel explained that Canaan Baptist Church bought the property in 1999 with the intention of demolishing the house and using the land to provide parking for their church campus. The church has many programs with varying parking needs, including several church services on Sundays, mid-week evening services, a private elementary school, a rehabilitation program for men, and several different types of evening classes. At the public hearing the City received two petitions, one in support of the application and one opposed to the application. At the close of the public hearing on September 1, 2010, the Historic Preservation Commission voted six ayes and zero nays to recommended that the City Council approve the landmark application.

The Urbana City Council reviewed the case at its September 20, 2010 meeting but forwarded this application to the November 8, 2010 Committee of the Whole for further discussion. City staff was asked to evaluate and report on the building's condition, repair costs, and feasibility for continued use of the existing building. At the meeting, a property owner representative indicated

that, although opposed to designation, they were willing to allow additional time to discuss the pending landmark application, suggesting until January 31, 2011.

## **Discussion**

### **Conditions Report**

At the request of City Council, and with the property owner's permission, City of Urbana staff on October 27, 2010 inspected the building at 104 N. Central Avenue. Staff members taking part in the inspection included: Gordon Skinner, Building Safety Division Manager, Steve Cochran, Building Inspector; Clay Baier, Housing Inspector; Tim Mecum, Electrical Inspector; and Robert Myers, Planning Division Manager. The scope of the inspection was limited to provide an independent assessment of the building concerning structural problems or any conditions which would prevent continued use of the property as an apartment. The basement, first floor, and second floor were inspected, but the attic is currently inaccessible and was not inspected. The two first floor apartments are currently vacant, but the second floor apartment is now occupied.

Overall, based on observation the building is structurally sound but requires major investment to upgrade systems which are now reaching the end of their life cycle. (See attached memorandum from Gordon Skinner, Building Safety Division Manager, dated November 2, 2010.) The three major improvements of immediate need are: (1) roof replacement, (2) boiler replacement, and (3) repainting exterior.

Structural condition. The building appears to be structurally sound. Neither the foundation nor plaster walls show significant cracks, settling, displacement, bowing, or spalling. Selective repointing of brick mortar joints in the foundation would insure structural integrity but is not urgent. Some minor areas of "swollen" plaster indicate water infiltration, but again the problem is not urgent.

Roof. The building has a traditional pitched roof now clad with multiple layers of asphalt roofing material. The front half of the roof is now covered with roll roofing which has been incorrectly installed vertically rather than horizontally. The rear half of the roof has traditional three-tab asphalt shingles. These are extremely deteriorated and obviously need to be replaced soon. All layers of shingles must be removed down to decking, and new flashing and shingles installed. Most likely some or all of the roof decking would need to be replaced, depending on conditions found following shingle removal. Having said that, the interior second floor ceiling shows few water stains. This indicates that the roof is not yet leaking badly. The property owner submitted a contractor's bid of \$35,770 to replace the roof. In City staff's opinion that is higher than the average cost to replace a similar roof but is still within range of a reasonable estimate and includes all new roof decking. City staff does not have reason to believe this bid to be inaccurate.

Heating and Cooling. The house is heated by hot water radiators fired by a boiler in the basement. The boiler is quite old and appears to be at or near the end of its useful life. Judging by its appearance, the boiler may be a coal-fired boiler converted to natural gas. If so the original boiler could be 50 or more years old. The house has no central or zoned air conditioning other than window units. The property owner submitted a contractor's bid of \$14,448 to replace the boiler. City staff does not have reason to believe this bid to be inaccurate.

Exterior Paint Condition. The exterior paint is failing. In some places exterior paint is sheeting off the wood lap siding which may indicate an interior moisture source pushing off the paint. The property owner submitted a contractor's low bid of \$8,467 to spot prime and repaint the entire exterior with a quality paint (MAB). It should be noted that the entire building should be primed before painting rather than simply spot primed. A second painting bid of \$17,600 includes full priming and painting with quality paints (Duration) and therefore is used for this analysis. City staff does not have reason to believe these bids to be inaccurate. It should also be noted that this cost does not include repair or replacement of deteriorated woodwork and trim. Considerable rot shows around some windows. The building shows signs of having insulation blown into the balloon-frame wall cavities, and old house experts caution that doing so can lead to reoccurring paint failure.

Electrical. Electrical inspection revealed no major electrical issues. The house has 200 amp electrical service with three meters and three separate 100 amp breaker panels. The building appears to have been rewired within the past 25-35 years. There are some minor electrical issues, but the cost to address these would be negligible.

Plumbing. The plumbing for the three apartments meets the minimum property maintenance requirements, but the kitchen and bathroom fixtures are very outdated, and the bathroom units are quite small by modern standards.

The bare minimum repair costs, assuming roof and boiler replacement and exterior repainting, is approximately \$67,800, based on contractor bids obtained by the property owner.

#### **Costs and Economic Feasibility**

Obsolescence. Minimum repairs assume that the building would remain "as is" with no major upgrades to correct obsolescence. In City staff's opinion, major investment is needed to allow the property to compete in the local housing market, and thereby return rents for necessary maintenance. For instance, a typical tenant would expect both heating and cooling which could be controlled for each unit. The house has one boiler which heats the entire building at a set level. Air conditioning is provided by window units. The existing wood windows need repair and weatherization to stop air infiltration, both for the sake of energy efficiency and comfort of occupants. The kitchen fixtures are extremely basic and appear to be decades old, as do some of the appliances. The kitchens lack modern amenities such as exhaust fans, garbage disposals, and dishwashers. The average tenant would most likely find the size and configuration of bathrooms unreasonable. For instance one bathroom is so small that the bathroom door can only be opened half way. Too, the bathroom fixtures are outmoded and lack real showers and exhaust fans. The property also lacks off street parking. To determine the cost for these improvements is beyond the scope of this report but would likely amount to tens of thousands of dollars at a minimum.

The existing building floor plan could not easily accommodate a major upgrade of obsolescent building aspects. Doing so would most likely require construction of building additions. Consequently, in the opinion of City staff participating in the inspection, the building could more easily be converted to a single-family residence than upgraded to three standard apartments. Doing so would have the cost advantage of installing only one modern kitchen rather than three, providing one HVAC system rather than three, etc.

Property Value. According to public records, the property owners acquired 401 N Central Ave. in June 1999 for \$71,900. A property owner representative has testified before the Historic Preservation Commission that the Church purchased the building to eventually demolish for campus expansion. However, since its purchase by the Church the building has been used for rental apartments. It is assumed that the property owner has derived rental income from the property, but the amount is unknown at this time. The property owner also testified that considerable expenditures have been incurred in maintenance. In 2007, the City of Urbana made a routine inspection of the property under its Systematic Inspection Program and identified nine code compliance issues. (See attached letter dated July 9, 2007.) The property owner subsequently made these repairs in compliance with the City's Property Maintenance Code.

The current fair market value, per an appraisal by Whitsitt & Associates in April 2010, is \$125,000. This is similar to the 2010 Estimated Fair Market Value for the property as provided by the Champaign County Tax Assessor:

Building:	\$100,180
Land:	\$33,513
TOTAL:	\$133,693

The property's value has risen approximately 74% over the past eleven years and retains value today. It is assumed that the building's income potential is lower given its current condition and state of obsolescence, and a minimum of \$67,800 investment appears to be necessary in coming months. This amount is greater than the property value increase since its purchase in 1999, but again this does not take into account the income potential of a three-unit apartment, especially one in a university community like Urbana.

Demolition and Reuse of Land. The property owner this year obtained a bid to demolish the building at 401 N Central Ave. at a cost of \$12,000. City staff does not have reason to believe this bid to be inaccurate. Under City requirements, demolition would not only require that debris be removed to an authorized landfill, but the foundation must also be removed, the basement area properly filled, and the site graded and seeded. If the site were planned for a new parking lot, the fill dirt would need to be properly compacted to provide a stable base for pavement.

The owners have indicated that, following demolition, they intend to use the lot for parking and eventually a school playground. Parking accessory to the existing church or school could be permitted by right or through a Special Use Permit, depending on the details of its use. A school playground might likewise be considered accessory to a permitted use. Because the property is located within the Boneyard Creek District, the Zoning Ordinance in some ways affords more flexibility in terms of development standards.

The property is zoned R-5, Medium High Density Multiple Family Residential Zoning District (see attached map). The property's use as rental apartments is a permitted use under the Urbana Zoning Ordinance's Table of Uses. Also, the 2005 Urbana Comprehensive Plan (Future Land Use Map 8) recognizes this use in designating the property for future Residential use.

In terms of flood zone requirements, 104 N. Central Ave. is located just outside both the floodway and floodway fringe (100-year floodplain). This is based on the newest hydrological study and remapping of the Boneyard Creek flood zones carried out for the Federal Emergency

Management Agency. Consequently, Article 5, Chapter XI (Flood Hazard Areas) of the City Code would not adversely affect future use of the property.

Policymakers should be cognizant that the State and Federal Constitutions prohibit governments from “taking” property without just compensation. In the context of local historic landmarks, under Illinois’ historic preservation commissions enabling act (65 ILCS 5/11-48.2-5)

“The denial of an application (for a demolition or alteration permit) . . . or the denial of an application . . . to add to, modify or remove a portion of any building . . . or the imposition of any regulation . . . which requires directly or indirectly, . . . . . an alteration or cessation in the use to which the interior space in any building is put, or which requires any addition or modification in or to any building, or which requires any unusual or extraordinary provisions for upkeep and maintenance of any building, shall not constitute a taking or damage for a public use of such property for which just compensation shall be ascertained and paid, unless the denial of a permit application or imposition of a regulation, as the case may be, deprives the owner of all reasonable beneficial use or return.”

This language conforms to the U.S. Supreme Court’s determination in the seminal Penn Central case (Penn Central Transportation Corporation v. City of New York, 438 U.S. 104 [1978]) that historic preservation laws do not constitute an unconstitutional taking unless they deny the property owner all reasonable use or return. Regardless of its ultimate use – as an apartment, single-family residence, parking lot, church, school, or playground -- the Zoning Ordinance offers a variety of economically viable uses for the property, regardless of whether or not it would be landmarked. At the same time, the Zoning Ordinance standards are not intended to guarantee economic return for each property.

#### **Relocation**

City staff has been asked to provide information on the feasibility and costs of potentially moving the Halberstadt House to a new location. Given that the building is wood frame construction and does not show obvious signs of structural failure, it appears that moving the house would technically be possible. (Masonry buildings, on the other hand, are very difficult to move without major damage or outright collapse.) However, the cost to move buildings can be substantial and presents several practical challenges. Additionally, the costs to relocate the building would be in addition to major repairs necessary to inhabit the building, as well as any desired upgrades.

First, an available vacant lot must be acquired for the move. For the purposes of this analysis it is assumed that a vacant lot would be purchased at a cost equal to the value of the existing lot. The receiving lot must be located within a reasonable distance of the house to be moved and have as few obstructions as possible along the route. The receiving lot must be zoned appropriately for the planned use and be able to accommodate setback and other requirements. A new foundation must be constructed and new utilities installed on the receiving lot. Current building codes no longer allow brick foundations to be constructed, but a poured concrete or concrete block foundation could be faced with brick veneer to create a visually compatible new construction.

The house move itself – raising the house on jacks and skids, setting the structure on a truck, and moving on City streets – is substantially complicated if any power lines cross the street overhead. These lines must be temporarily relocated, and Ameren Illinois requires the party moving the structure to pay for the entire relocation costs. For example, the Mumford Barn move in 2007 cost \$13,000 to move one power line near the intersection of Windsor and Florida Avenues in

Urbana. But house moves within the built up city can cost substantially more. A planned move of the Poultry House down Florida Ave. in 2004 would have incurred \$100,000 in power line relocation costs. In addition to power line relocation, street trees must sometimes be trimmed or removed to allow houses to move freely down City streets. For the purpose of this analysis, it is assumed no costs would be incurred for tree trimming or removal.

The following represents an estimated cost to move the Halberstadt House.

#### **APPROXIMATE HOUSE MOVING COSTS**

New lot:	\$34,000 (assumed)
Construct foundation:	\$15,000
Install utilities:	\$5,000-\$10,000
Move house:	\$20,000-\$25,000
Temp. power line work:	\$13,000 (assumed)
Street tree trimming/removal:	\$0 (assumed)
Remove old foundation & backfill:	\$4,000-\$5,000
<b>TOTAL:</b>	<b>\$91,000-\$102,000</b>

The above house moving costs of approximately \$100,000 do not include any repairs to the structure. Additionally these costs do not include constructing a new driveway or garage on the receiving lot. Doing so would greatly enhance use as a residence. At a bare minimum, the cost to move the Halberstadt House, install a new roof and boiler, and completely repaint the exterior would cost approximately **\$158,800**. The expense and practical difficulties of moving the Halberstadt House makes a move by a private investor highly unlikely but does not preclude a motivated person with financial means taking on such a project.

Aside from financial considerations, under historic preservation standards, moving a historic building all but destroys its architectural and historical integrity. This is because the significance of a property is embodied within its setting and location as well as the building itself. Not only its original location but the existing foundation and chimney would be lost. For this reason historic buildings which have been moved are normally disqualified from listing in the National Register of Historic Places. Standards for listing relocated buildings are provided as attached.

### **Action Requested**

City staff requests that the Committee of the Whole take into account the information provided in this memo as part of the consideration to designate 104 N. Central Ave. (Halberstadt House) as a local historic landmark. City staff will continue to work with interested parties and report back to the Committee of the Whole in December. City staff anticipates providing an update at the December 13, 2010 Committee of the Whole meeting.

Prepared by:

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Robert Myers, AICP, Planning Manager

Attachments:

Memo from Gordon R. Skinner to Elizabeth Tyler, Nov. 2, 2010  
Demolition quote, Willie Docher, Feb. 18, 2010  
Roof quote, Country Carpentry, Aug. 26, 2010  
Painting quote, J & K Painting, Inc., Aug. 9, 2010  
Painting quote, Precision Painting quote, Aug. 4, 2010  
Boiler quote, Chief Bauer, Aug. 20, 2010  
Furnace quote, A to Z Heating & Air, Aug. 20, 2010  
Existing Land Use Map  
Zoning Map  
Boneyard Creek Proposed Floodplain Map  
Canaan Baptist Church Properties Map  
Excerpt from *How to Apply the National Register Criteria for Evaluation*

cc: Canaan Baptist Church, 402 W. Main St., Urbana, IL 61801  
Glenn Stanko, [gastanko@rosklaw.com](mailto:gastanko@rosklaw.com)  
Brian Adams, 412 W Elm St., Urbana, IL 61801  
Gordon Skinner, Building Safety Division Manager  
Rebecca Bird, Planner II



(above photo only June 30, 2010)



Roof needs replacement



Roll roofing misapplied and minor brick damage to chimney





Incorrect roof flashing allows moisture damage



Eaves with failing paint



Example of moisture damage around windows



Unit 1: living room/bedroom



Unit 1: kitchen



Building vestibule



Unit 2: living room/bedroom



Unit 2: living room/bedroom



Unit 2: kitchen



Unit 2: bathroom





Basement: boiler



Basement: boiler



Basement: mortar joints need repointing



existing plumbing showing long-term moisture damage



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Building Safety Division*

m e m o r a n d u m

TO: Elizabeth Tyler, Community Development Director, FAICP  
Robert Myers, Planning Manager

FROM: Gordon R. Skinner, Building Safety Division Manager *GRS*

DATE: November 2, 2010

SUBJECT: 104 N. Central, Halberstadt House  
Building Safety Division Inspection

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Building Safety was able to do an inspection of this building on October 27, 2010.

Steve Cochran, the building inspector, has the following observations regarding the condition of the structure of the building.

1. The foundation of the building is in surprisingly good condition. I observed no major cracking or lateral displacement of the foundation walls and no indication of excessive settling. There is evidence of deterioration of some of the mortar and bricks that would need to be repaired by a mason but this problem is not urgent. There is some minor evidence of termite damage to the floor structure as well as some small areas of floor sheathing rot around plumbing fixtures.
2. The interior of the structure is in good condition. There is no sign of any significant cracking of plaster which would be evidence of settling of the building.
3. There are some areas of plaster that are "swollen" indicating an invasion of moisture. This was primarily around windows and under the roof.
4. Some of the interior trim around windows is badly decayed and there are some window sashes that show signs of rot.
5. The outside of the building is basically structurally sound but there is a lot of rot around windows and at areas of wood trim detailing.
6. Paint is peeling off the entire exterior of the building and the wood below is bare.
7. We were unable to access the attic so we couldn't see the roof structure. However, based on what we could observe from the ground and the evidence of moisture on ceilings directly under the roof we can surmise that there is some damage to the roof structure. The shingles need to be replaced on the entire roof and most of the flashing would need to be replaced as well.
8. There are some bricks missing from the chimney above the roof that need to be replaced and some tuck pointing done.

Tim Mecum, Electrical Inspector has the following observations.

My inspection/evaluation of the Halberstadt house did not reveal any major electrical issues. The house has a 200 amp service with 3 separate meters and 3 separate 100 amp breaker panels. The building has been rewired within the last 25-35 years (my guess). There appears to be more than adequate circuit distribution for the apartments. The branch circuits have proper over-current protection. Over all, the electrical system appears to be sound and in good shape, although I was not able to gain access to the attic for any evaluation. There are some minor electrical issues; however, the cost to address these issues would be negligible.

The plumbing installations for the three apartments meet the minimum requirements for property maintenance but I would observe that the bathroom units are very small and have out-dated fixtures. The kitchen plumbing is the minimum, consisting of just the sink and also outdated. The laundry area, although minimally adequate, is in the basement and can be accessed from one unit inside and the other units have to go outside to enter basement for use.

The boiler is old, inefficient and at the end of its useful life. If not now, it will need to be replaced in the next few heating seasons. There are no provisions for air-conditioning available to any of the units.

Generally, the building needs a new roof and needs painted to preserve the wood surfaces. The units could be minimally maintained to meet the property maintenance code, however, it would need an updated boiler at some point and over time would require updating to more modern fixtures to make it a viable rental property.

The building is wood frame construction, which is the easiest type to move as far as the structural integrity is concerned. Of course, there would have to be a new basement foundation to move the structure on to and it would have to be reconnected to power, water and sewer. There would have to be a basement of some kind to accommodate the mechanicals.

Moving the house would be limited by the building height. The biggest obstacles to moving a building are clearance to power lines and trees. The power company no longer drops power lines for moving structures since this creates an outage for their customers. Instead they require the lines to be spliced so they can be raised up to clear the structure. This can be quite expensive and could involve other requirements.





Community Development Services  
400 South Vine Street  
Urbana, IL 61801  
(217) 384-2444  
FAX (217) 384-0200

July 9, 2007

NOTICE OF VIOLATION

Canaan Baptist Church  
402 W. Main St.  
Urbana, IL 61801

RE: 104 N. Central Ave.  
PI: 91-21-08-384-004

Dear Sir or Madam:

Pursuant to the City of Urbana's Systematic Inspection Program, our office conducted a routine inspection of the subject property on July 6, 2007. The purpose of this inspection is to determine conformity to the City of Urbana's Property Maintenance Code and to aid in the reduction of potential health and safety hazards.

The following code compliance matters were noted during this inspection.

1. Paint around light and on wall in entryway is peeling, (PM 305.3). Clean and paint areas to provide sanitary conditions.
2. Front door screen torn, (PM 304.14). Repair screen door.
3. Gutter at south-east corner falling off of house, (PM 304.7). Restore gutter to proper installation.
4. Hole in soffit at north-east corner, (PM 304.6). Repair soffit to prevent animal entry and to protect structure.
5. Roof (north-west quadrant) deteriorated, (PM 304.7). Make necessary repairs to roof to provide protection to structure.
6. Trim on front bay window deteriorated, (PM 304.6). Repair trim to eliminate defect.
7. Furnace and water heater lack fire rated ceiling or sprinkler system, (PM 603.3.1). Install a spot sprinkler above furnace/water heater area. **The plumbing work cited in this report must be accomplished by a plumber or plumbing contractor licensed in the State of Illinois. Your plumber or plumbing contractor may contact Mr. Corey Ireland, Urbana Plumbing Inspector, at 217/384-2435 for permit information.**
8. Smoke alarm lacking in basement, (PM 704.2). Install a smoke alarm in basement within five days of this notice and test for proper operation.
9. The chimneys are deteriorating and bricks are loose and could potentially fall, (PM 304.11). Make necessary repairs to stabilize chimneys.



wish to request an extension you must do so in writing within 10 days of receipt of this letter. Please note that extensions may not be granted.

Please be advised that any person affected by any Notice issued in connection with the enforcement of the City Codes may request a hearing on the matter before the appropriate Board; provided that such person files in this office a written petition containing the grounds therefore, within 15 days of receipt of this Notice. You have the right to appeal this Notice to the Property Maintenance Code Board of Appeals. There is a \$150 filing fee due with your application. Contact this office for more information and the appropriate application, or if you have any questions.

The Housing Inspector may issue a "Failure to Comply Ticket" for failure to comply with any of the above set deadlines. The first ticket will be issued for the sum of One Hundred Dollars (\$100), and shall be paid within (7) days from the time the ticket was issued. If the ticket is not paid within (7) days, the penalty shall automatically increase to Two Hundred Dollars (\$200). A second Failure to Comply Ticket or subsequent code violation issued within (12) twelve months of the initial violation will result in increased fines. Failure to comply with the above deadlines may result in legal proceedings instituted against you by the City of Urbana

Rarely is it necessary to file a suit to enforce compliance. These fines, according to the Code of Ordinances, may range from \$200.00 to \$750.00 per day per violation. Each day that a violation continues, after due notice has been served, shall be deemed as a separate offense.

Please be advised that this may be the only notice you receive from the City regarding this matter.

Thank you for your cooperation.

Sincerely,



Stephen L. Chrisman  
Housing Inspector  
(217)328-8274 or FAX (217)384-0200

SLC:vpp





Community Development Services  
400 South Vine Street  
Urbana, IL 61801  
(217) 384-2444  
FAX (217) 384-0200

October 2, 2007

NOTICE OF VIOLATION

Canaan Baptist Church  
402 W. Main St.  
Urbana, IL 61801

RE: 104 N. Central Ave.  
PI: 91-21-08-384-004

Dear Sir or Madam:

On September 28, 2007 we reinspected the subject property regarding the code violations identified in our first notice to you dated July 9, 2007. At that time we found that you have made no substantial progress toward correcting the following violations of the Property Maintenance Codes:

5. Roof (north-west quadrant) deteriorated, (PM 304.7). Make necessary repairs to roof to provide protection to structure.
9. The chimneys are deteriorating and bricks are loose and could potentially fall, (PM 304.11). Make necessary repairs to stabilize chimneys.

Apt. 1

10. Receptacle near kitchen sink lacks Ground Fault Circuit Interrupter (GFCI) protection, (PM 605.2). Install a GFCI protected receptacle. **The electrical work cited in this report must be accomplished by an electrician or electrical contractor licensed in the City of Urbana. Your electrician or electrical contractor may contact Mr. Tim Mecum, Urbana Electrical Inspector, at 217/384-2434 for permit information.**

Apt. 3

18. A GFCI receptacle is lacking in vicinity of kitchen sink, (PM 605.2). Install a GFCI protected receptacle at kitchen sink.
19. Some outlets contain open grounds, (PM 605.1). Either install an approved ground or GFCI receptacle where necessary.
20. Bathroom lacks proper ventilation, (PM 403.2). Install a ventilation fan in bathroom.

If you have not yet begun to bring your property into conformance with the Property Maintenance Codes, you must do so immediately. If the violations cited above have not been corrected within 21 days, legal proceedings may be instituted against you by the City of Urbana. When you have completed the corrections, it is imperative that you contact our office for a reinspection. If you have any questions about Code requirements or corrective actions, please call our office.





**Community Development Services**

400 South Vine Street  
Urbana, IL 61801  
(217)384-2444  
FAX (217)384-0200

November 2, 2007

Canaan Baptist Church  
402 W. Main St.  
Urbana, IL 61801

RE: 104 N. Central Ave.  
PI: 91-21-08-384-004

Dear Sir or Madam:

During a reinspection of the subject property on October 30, 2007, we noted that the violations from our systematic inspection have been corrected.

Thank you for the cooperation you have shown in protecting the health, safety, and general welfare of the public by upholding the minimum property standards adopted by our City.

Sincerely,

Stephen L. Chrisman *V.P.*  
Housing Inspector  
(217)328-8274 or FAX (217)384-0200

SLC:vpp

PROPOSAL/CONTRACT

*Willie Docher*

DEMOLITION - SEWER WORK  
CONCRETE WORK  
NO JOB TOO BIG OR TOO SMALL  
(217) 384-8063 OR (217) 377-3571

CANAAN BAPTIST CHURCH 217-367-2158 2/18/2010  
(proposal submitted to) (phone) (date)

402 W. Main St. Urbana Illinois 61801  
(street) (city) (state) (zip)

(location-if different than above)

Demolition of Building at 104 N. Central Ave. Urbana, IL  
Complete demolition and removal of all building materials including  
concrete foundations, floor footing, and sidewalks.  
Includes disposal of non-friable asbestos materials.  
All materials and debris will be disposed of in licensed landfills  
and recycling sites.  
Cap sanitary sewer at property line and have inspected by the City  
of Urbana.  
Maintain barricades and fencing during work period.  
Furnish all machines, labor, permits and insurance necessary to  
to perform the work.  
Contact JULIE prior to commencing work.

Supervise/Layout Project  
Demolition Subcontractor: Demolition of Building (Includes debris  
hauling)  
Demolition Subcontractor: Asbestos Removal (Includes Inspection)

We propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:  
\$12,000.00 . Payment to be made **upon completion of job** or as otherwise specified:

This proposal may be withdrawn if not  
accepted within 180 days.

*Willie Docher*  
authorized signature

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

ACCEPTANCE OF PROPOSAL – the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

*Willie Docher*  
Signature \_\_\_\_\_ date \_\_\_\_\_





P.O. BOX 795 712 N. HICKORY  
CHAMPAIGN, IL 61824-0795

FORMERLY  
**BASH ROOFING  
COMPANY**

(217) 352-2200

Inspection Report

Company Name: Bash/Pepper Roofing Company, Inc.  
712 N. Hickory  
Champaign, IL 61820  
(Illinois License Number: 104-000316)

Telephone Number: (217) 352-2200  
FAX Number: (217) 352-3523

Location of property: 404 W. Main St. Urbana (old house across street)

I, Cord Schroeder, have inspected the residence located on the property listed above. This inspection reveals that the roof and roof covering is not in satisfactory condition and has evidence of leaks.

My inspection leads me to the conclusion that repairing this building would be too costly. It has not been maintained and is simply in too bad of shape to justify trying to salvage the building. Here is a brief list of projected costs on the building. New roof including tear off and rebuild deck - \$15,000.00 to \$25,000.00. Rebuild two double chimneys - \$8,000.00 to \$15,000.00. Replace all the existing windows - \$8,000.00 to \$15,000.00. This all anticipates not finding any structural problems. However, this is unlikely and there will probably be several complications that will only add to the costs. More importantly, these numbers don't include the siding/painting, the front porch, and everything on the inside (heating/AC / electrical...). I would expect these numbers to easily exceed another \$30,000.00. I can not in good conscience recommend performing any of this work.

I certify that I am authorized to sign this Certification on behalf of Bash/Pepper Roofing Company and that, by the signature here after made; Bash/Pepper Roofing is duly bound under the terms and conditions on the certification.

I further certify that I have no interest, present or prospective, in the property, buyer, seller, broker, mortgagee or other party involved in the transaction. Only the condition of the system as of this date is warranted by the inspection.

Dated: August 24, 2010

Signature:

Cord Schroeder, Sales  
Bash/Pepper Roofing Co.



Illinois License # 104-000316

**COUNTRY CARPENTRY**  
**A Division of Lipa Enterprises, Inc.**

(217) 446-3180

Martin Lipa - Owner  
8405 E 1425 North Road  
Fairmount, Illinois 61841

FAX: (217) 733-2421

www.lipaenterprises.com

Canaan Baptist  
c/o Mattie Gray  
404 W. Main  
Urbana, IL 61801

August 26, 2010

367-2158

*We propose to furnish labor and materials as specified for the following Carpentry work.*

**SCOPE OF WORK: ROOF @ 104 N. Central, Urbana**

1. Strip off roofing up to 3 layers
2. Install 7/16" 4x8 sheathing over spaced sheathing
3. Install Shingle mate roof felt
4. Install wide flange metal edge
5. Install Weather Watch Ice Barrier in valleys
6. Flash chimney
7. Install closed valley system
8. Install GAF dimensional shingles with a 30 year manufacturer's warranty
9. Install rubber roofing on flat area
10. Install roof vents
11. Install rubber plumbing pipe boots
12. Install Timbertex ridge cap
13. Clean up work area
14. Sweep lawn with magnet
15. Haul old roofing to landfill
16. Labor warranty, 10 yr.
17. Manufacturer's warranty, 30 yr

**TOTAL \$35,770.00**

Manufacturer's Limited Warranty:  
Guarantee on Craftsmanship: 1 yr.

Terms: ½ down, ½ upon completion  
Contract Price: \$35,770.00

Signature \_\_\_\_\_ Date \_\_\_\_\_



**FOR CREDIT – ALL PAYMENTS MUST BE MADE TO COUNTRY CARPENTRY. THE PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

1. All surplus job material belongs to COUNTRY CARPENTRY.
2. COUNTRY CARPENTRY will purchase all necessary building permits and will perform all work in a workmanlike manner according to the local building codes and applications (where applicable).
3. In the event legal action must be commenced to enforce any of the terms hereof, COUNTRY CARPENTRY shall be entitled to a judgment award of all costs and expenses, including reasonable attorney fee, for any such suit or collection effort. A 2 % service charge per month will be added to any unpaid balance after 7 days.
4. COUNTRY CARPENTRY is not responsible to provide any materials or to perform any work other than what is described above. Replacement of deteriorated or damaged materials, hidden or unknown mechanicals or obstacles, is not included and will be charged as an extra unless otherwise stated herein.
5. Purchaser will supply all electricity necessary for the work.
6. This contract is subject to final approval by COUNTRY CARPENTRY and is the entire agreement of the parties and no other written or other forms will be recognized.
7. Purchaser may cancel this contract by COUNTRY CARPENTRY by receiving written notice at the office prior to midnight of the third business day after the date of this transaction. IF CONTRACT IS CANCELED AFTER 3 BUSINESS DAYS, THERE IS A 15% CANCELLATION CHARGE.

# J & K Painting, Inc.

QUALITY. IT'S ON THE HOUSE!

1607 W. Green St.  
Champaign, IL 61821  
217-355-0520  
www.jandkpainting.com

Full Workers Compensation Coverage  
\$1,000,000 Liability Insurance Coverage

7/7/10

1121

DATE: 8/9/10

Mattie Gray  
404 W. Main St  
Urbana, IL 61801  
Re: 104 N. Central  
Urbana, IL 61801

We hereby propose to perform the labor necessary for the completion of:

### Repaint Exterior of House Including:

- Siding      -Fascia      - Pillars      -Foundation
- Soffits      - Doors      -Painted Trim
- Window Trim (Excluding Windows)

### Surface Preparation:

- House Prep According to EPA RRP Lead Laws
- Caulk Gaps/Cracks as Needed
- Wash House to Clean
- Scrape Loose Paint      -Prime Bare Wood

### Finish Coat Applied To:

Area	# of Coats	Type of Paint	Gloss Level	Color
Siding/Foundation	2	Sherwin Williams	TBD	TBD
	2	Duration		
Soffits			TBD	TBD
Window Trim	2		TBD	TBD

Second Coat: Unless otherwise specified above the contract price includes only one full finish coat. This document represents the entire contract between the parties. Any changes must be in writing and signed by all parties. The parties agree that the following additional documents, plans, specifications and change orders (if any) are attached hereto and incorporated by reference into this agreement.

Payment Schedule	Total
Deposit	6,100.00
Job Completion	11,500.00
<hr/>	
All Labor and Materials:	\$17,600

Delays caused by events which are beyond the control of the contractor do not constitute abandonment of the project and are not included in any calculations of time frames for performance and payment.

Respectfully Submitted: Jeff Geis

Signature \_\_\_\_\_

Date: 8/9/10

Print Name \_\_\_\_\_



### CONTRACT AGREEMENT

# PRECISION PAINTING

WWW.WHYPRECISION.COM

- |                                       |  |
|---------------------------------------|--|
| <input type="checkbox"/> FLYER / SIGN | <input checked="" type="checkbox"/> DIRECT CONTACT |
| <input type="checkbox"/> REFERRAL     | <input type="checkbox"/> RADIO                     |
| <input type="checkbox"/> YELLOW PAGE  | <input type="checkbox"/> WEBSITE                   |

CONTRACT NO.

2010-2176

IL LICENSED

NAME <u>Canon Baptist Church</u>		EMAIL	DATE <u>08/04/2010</u>
ADDRESS <u>404 West Main (Meeting Address) / 104 N. Central</u>		OPERATOR <u>Chad Ebbert</u>	
CITY <u>Urbana, IL 61801</u>		MOBILE <u>217.637.6288</u>	
WORK PHONE NO.	HOME PHONE NO.	OFFICE PHONE <u>217.384.7590</u>	
AREA CODE <u>(217) 367.2158</u> <u>Moltis Gray</u>	AREA CODE ( )		

**\* TWO YEAR WRITTEN WARRANTY**

- FULL WORKERS COMPENSATION COVERAGE
- \$1,000,000 LIABILITY INSURANCE

EXTERIOR       INTERIOR

AREA	WASH	TSP	SCRAPE	W/BRUSH	SAND	FILL	CAULK	GLAZE	D. CLOTH	PAINT	STAIN	NOTES	PRIME		SIMILAR COLOR	NEW COLOR
													SPOT	FULL		
Wood Siding	x	x	x	x	x	x	x	x	x	x	x	oil	x		x	
Foundation	x	x	x	x	x	x	x	x	x	x	x		x		x	
Trim Work	x	x	x	x	x	x	x	x	x	x	x		x		x	
* Top of the line MAB Paints																
* Apply TSP with chlorine to masonry																
* Pressure wash to clean exterior																
* Scrape to remove all failing paint																
* Feather sand non-voiding areas																
* Oil prime bare wood																
* Caulk cracks around windows and doors with 55 yr silicized caulk																
* Nails in loose boards																
* Consecutive work days																
* Daily cleanup																

SPECIAL AREAS	REMOVE	REPLACE	PAINT	SPECIAL CONDITIONS	DETAILS
1.) STORM WINDOWS				4.)	
2.) DOWNSPOUTS				5.)	
3.)				6.) APPROX. START DATE	

#### BREAKDOWN

Preparation Work: \$4375  
 Painting Work: \$4092

#### NOTICE OF CANCELLATION

You may cancel this transaction, without penalty or obligation, within three business days from the above date. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice to the address on the back of this form.

I CANCEL THIS TRANSACTION \_\_\_\_\_

(BUYERS SIGNATURE/DATE)

ALL PAINT, LABOR, MATERIAL COSTS, AND TWO YEAR GUARANTEE FOR \$ 8467

\*PAYMENT DUE IN FULL UPON JOB COMPLETION

10% DEPOSIT \$ \_\_\_\_\_

\*DEPOSIT TO BE SUBTRACTED FROM BALANCE UPON JOB COMPLETION

I AGREE TO HAVE THE ABOVE WORK PERFORMED ON MY PROPERTY FOR THE QUOTED PRICE AND HAVE READ THE BACK OF THIS FORM

ABOVE WORK HAS BEEN COMPLETED TO MY SATISFACTION

**RESPONDENT'S EXHIBIT**

18



Heating, Air Conditioning,  
Indoor Air Quality

*Serving*

CHAMPAIGN, DECATUR & BLOOMINGTON  
217-352-5211 217-429-1738 309-828-9189

**100% SATISFACTION GUARANTEED**

August 20, 2010

Canaan Baptist Church  
104 Central Avenue  
Urbana, IL 61801

Dear Pastor Tatum,

Included in the following is our proposal for replacement of the existing American Radiator steam boiler providing heat to the three apartments located within the house at 104 Central Avenue in Urbana. Because of the age of the current boiler, and its need for major repairs, I recommend replacement of this boiler with a new, energy efficient steam boiler. During our investigation of this boiler we discovered asbestos wrap around several of the fittings on the boiler. We are not licensed to handle asbestos removal and would refer to you to make arrangements for its removal. Included below is the scope of work we will perform to remove the current steam boiler and replace it with a new Weil-McClain steam boiler.

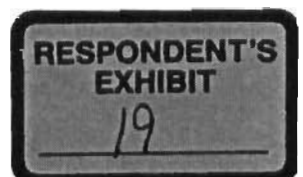
**Scope of Work** – labor and material to furnish and install a new Weil-McClain steam boiler with the following items; removal and disposal of existing American Radiator steam boiler (asbestos removal by others), complete installation of a new 209,000 btu Weil-McClain high efficiency gas boiler featuring – fill valves, all pressure valves and low water cutoff, all necessary piping, flue pipe, flue (chimney) liner, water sight glass, relief valves, and all necessary labor and materials to install. Warranty to include five years on parts and labor. As a reminder, we are not licensed for asbestos removal so someone else will have to remove and dispose of asbestos material on some of the current boiler fittings. We can perform all the work described above for **\$14,448.00**. As always, we will accommodate payment options with you to facilitate installation of this new heating system. Please keep in mind with the age of the steam pipes and radiators throughout this house that additional repairs may be necessary as we restart the new boiler. We will do a thorough check of all radiators upon start-up of the new Weil-McClain boiler.

Update: (10/10/07) – Because the chimney that flues this boiler has deteriorated at roof level, we may have to vent through the attic of this chimney over to the other chimney existing at this house. Should we have to install a new chimney liner and vent pipe from one chimney to the other add an additional **\$500.00** to the price of this boiler installation. With your approval, we will schedule for installation of this new boiler as soon as possible.

Thanks again for keeping Chief/Bauer involved in your air comfort needs.

Sincerely,

Michael R. Murphy  
Commercial Account Manager



520 NORTH HICKORY STREET • CHAMPAIGN, ILLINOIS 61824-0318 • PHONE (217) 352-5211



# A TO Z HEATING & AIR

1444 E. RIVERSIDE AVE.  
DECATUR, IL 62521

217-620-3254  
217-417-4797

Tax Registration #: 52-2408813



## Estimate

**Bill To:**  
Canaan Baptist Church  
104 N. Central  
Urbana, IL 61801

Estimate No: 210  
Date: 8/20/2010  
Territory:  
Salesperson:

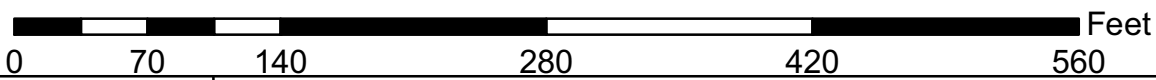
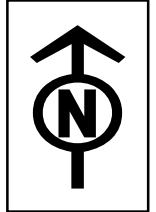
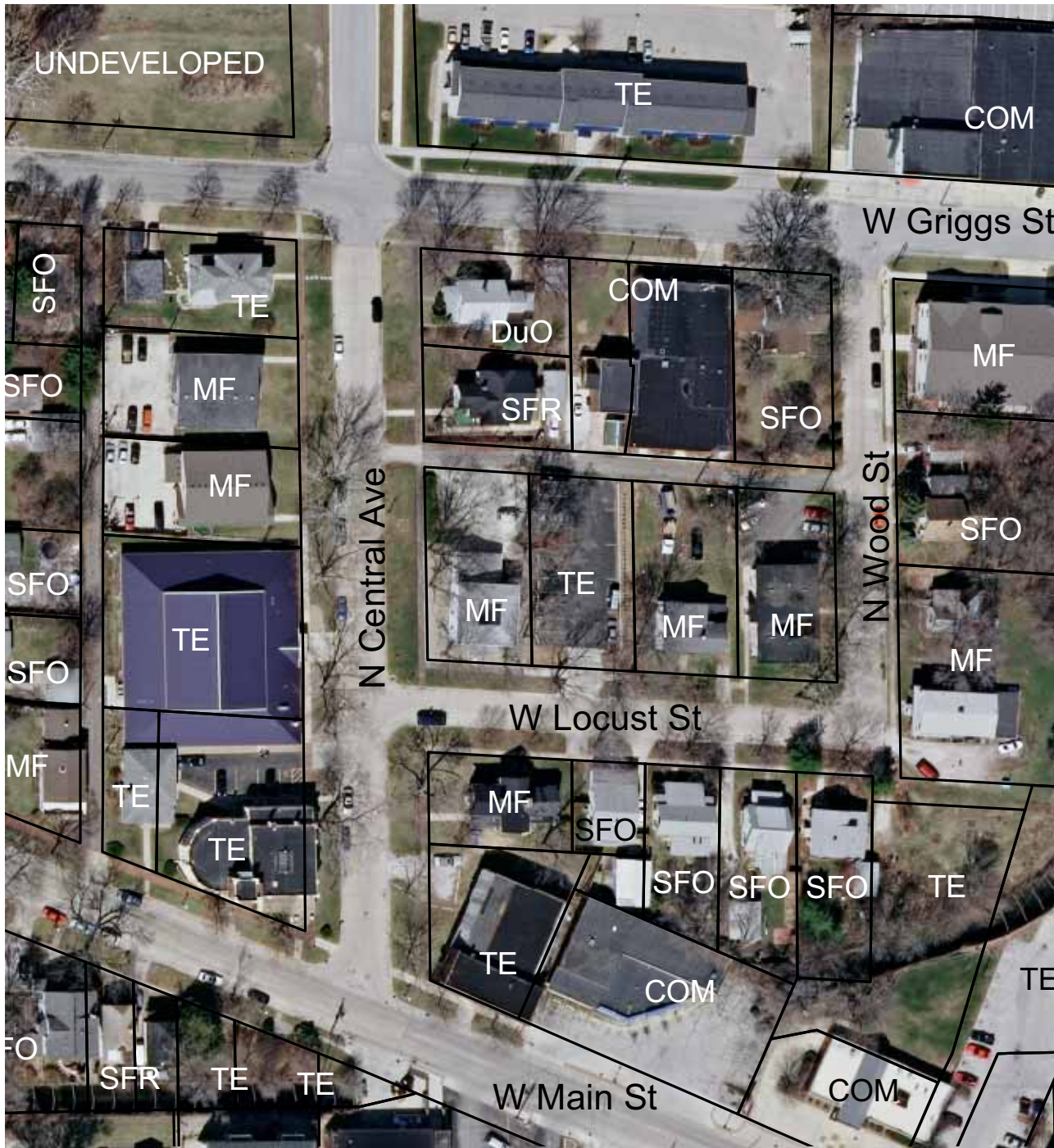
Code	Description	Qty/Hours	Rate	Amount
	Complete Install Furnace w/ labor. 1st floor and 2nd floor unit.	1.00	\$26,500.00	\$26,500.00

\* Indicates non-taxable item

Subtotal	\$26,500.00
Tax (0.00%)	\$0.00
Total	\$26,500.00



# Existing Land Use Map

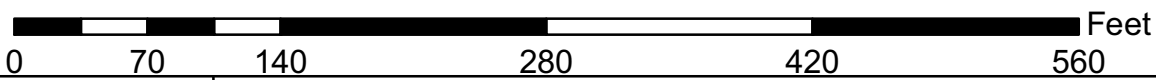
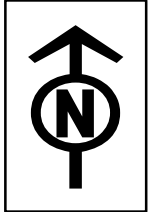


**HPC Case:** HP-2010-L-02  
**Subject:** Eli Halberstadt House  
**Landmark Application**  
**Location:** 104 N. Central Avenue  
**Petitioner:** Brian Adams

COM - Commercial  
 TE - Tax Exempt  
 SFO - SF Owner Occupied  
 SFR - SF Rental  
 DuO - Duplex Owner Occupied  
 MF - Multi-Family









*Created by Community Development Services, 11.3.2010 rlb*

# Zoning Map



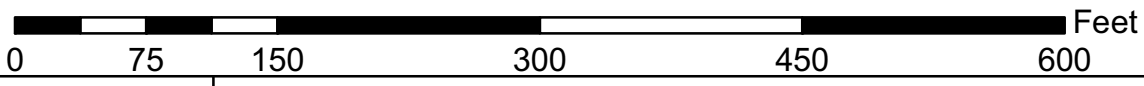
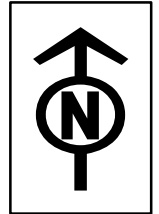
**HPC Case:** HP-2010-L-02  
**Subject:** Eli Halberstadt House  
**Landmark Application**  
**Location:** 104 N. Central Avenue  
**Petitioner:** Brian Adams

*Created by Community Development Services, 11.3.2010 rlb*





-  Subject Property
-  B1
-  B2
-  B3
-  B4
-  R2
-  R4
-  R5



# Boneyard Creek Proposed Floodplain Map



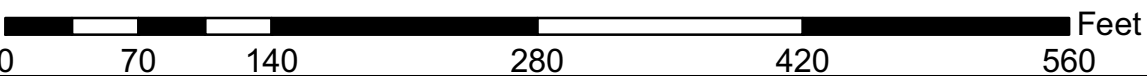
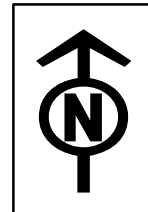
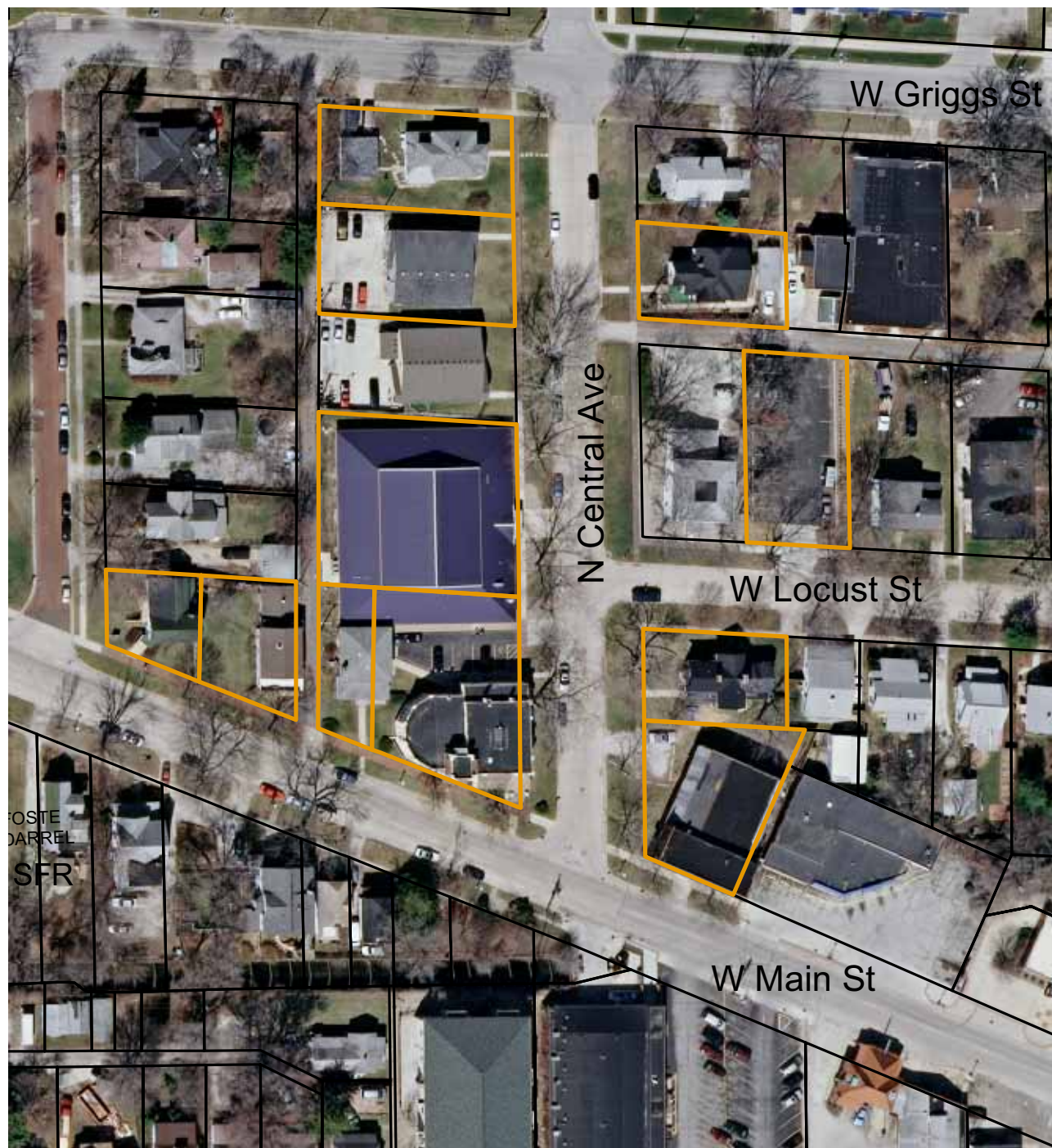
**HPC Case:** HP-2010-L-02  
**Subject:** Eli Halberstadt House  
**Landmark Application**  
**Location:** 104 N. Central Avenue  
**Petitioner:** Brian Adams

-  Subject Property
-  Proposed Floodway Extents
-  Proposed 100 Yr Floodplain
-  Proposed 500 Yr Floodplain


*Created by Community Development Services, 11.3.2010 rlb*



# Canaan Baptist Church Properties Map



**HPC Case:** HP-2010-L-02  
**Subject:** Eli Halberstadt House  
Landmark Application  
**Location:** 104 N. Central Avenue  
**Petitioner:** Brian Adams

 Properties owned by  
Canaan Baptist Church

*Created by Community Development Services, 11.3.2010 rlb*

# NATIONAL REGISTER BULLETIN

Technical information on the the National Register of Historic Places:  
survey, evaluation, registration, and preservation of cultural resources



U.S. Department of the Interior  
National Park Service  
Cultural Resources  
National Register, History and Education

## How to Apply the National Register Criteria for Evaluation



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# CRITERIA CONSIDERATION B: MOVED PROPERTIES

A property removed from its original or historically significant location can be eligible if it is significant primarily for architectural value or it is the surviving property most importantly associated with a historic person or event.

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## UNDERSTANDING CRITERIA CONSIDERATION B: MOVED PROPERTIES

The National Register criteria limit the consideration of moved properties because significance is embodied in locations and settings as well as in the properties themselves. Moving a property destroys the relationships between the property and its surroundings and destroys associations with historic events and persons. A move may also cause the loss of historic features such as landscaping, foundations, and chimneys, as well as loss of the potential for associated archeological deposits. Properties that were moved *before* their period of significance do not need to meet the special requirements of Criteria Consideration B.

One of the basic purposes of the National Register is to encourage the preservation of historic properties as living parts of their communities. In keeping with this purpose, it is not usual to list artificial groupings of buildings that have been created for purposes of interpretation, protection, or maintenance. Moving buildings to such a grouping destroys the integrity of location and setting, and can create a false sense of historic development.

## APPLYING CRITERIA CONSIDERATION B: MOVED PROPERTIES

### ELIGIBILITY FOR ARCHITECTURAL VALUE

A moved property significant under Criterion C must retain enough historic features to convey its architectural values and retain integrity of design, materials, workmanship, feeling, and association.

### *Examples of Properties that MUST Meet Criteria Consideration B: Moved Properties*

- A resource moved from one location on its original site to another location on the property, during or after its Period of Significance.
- A district in which a significant number of resources have been moved from their original location.
- A district which has one moved building that makes an especially significant contribution to the district.
- A portable resource, such as a ship or railroad car, that is relocated to a place incompatible with its original function.
- A portable resource, such as a ship or railroad car, whose importance is critically linked to its historic location or route and that is moved.

### *Examples of Properties that DO NOT Need to Meet Criteria Consideration B: Moved Properties*

- A property that is moved prior to its Period of Significance.
- A district in which only a small percentage of typical buildings in a district are moved.
- A moved building that is part of a complex but is of less significance than the remaining (unmoved) buildings.
- A portable resource, such as a ship or railroad car, that is eligible under Criterion C and is moved within its natural setting (water, rails, etc.).
- A property that is raised or lowered on its foundations.



## ELIGIBILITY FOR HISTORIC ASSOCIATIONS

A moved property significant under Criteria A or B must be demonstrated to be the surviving property most importantly associated with a particular historic event or an important aspect of a historic person's life. The phrase "most importantly associated" means that it must be the single surviving property that is most closely associated with the event or with the part of the person's life for which he or she is significant.

### Eligible

- A moved building occupied by an business woman during the majority of her productive career would be eligible if the other extant properties are a house she briefly inhabited prior to her period of significance and a commercial building she owned after her retirement.

### Not Eligible

- A moved building associated with the beginning of rail transportation in a community is not eligible if the original railroad station and warehouse remained intact on their original sites.

## SETTING AND ENVIRONMENT

In addition to the requirements above, moved properties must still have an orientation, setting, and general environment that are comparable to those of the historic location and that are compatible with the property's significance.

### Eligible

- A property significant as an example of mid-19th century rural house type can be eligible after a move, provided that it is placed on a lot that is sufficient in size and character to recall the basic qualities of the historic environment and setting, and provided that the building is sited appropriately in relation to natural and manmade surroundings.

### Not Eligible

- A rural house that is moved into an urban area and a bridge that is no longer situated over a waterway are not eligible.

## ASSOCIATION DEPENDENT ON THE SITE

For a property whose design values or historical associations are directly dependent on its location, any move will cause the property to lose its integrity and prevent it from conveying its significance.

### Eligible

- A farm structure significant only as an example of a method of construction peculiar to the local area is still eligible if it is moved within that local area and the new setting is similar to that of the original location.

### Not Eligible

- A 19th century rural residence that was designed around particular topographic features, reflecting that time period's ideals of environment, is not eligible if moved.



## PROPERTIES DESIGNED TO BE MOVED

A property designed to move or a property frequently moved during its historic use must be located in a historically appropriate setting in order to qualify, retaining its integrity of setting, design, feeling, and association. Such properties include automobiles, railroad cars and engines, and ships.

### Eligible

- A ship docked in a harbor, a locomotive on tracks or in a railyard, and a bridge relocated from one body of water to another are eligible.

### Not Eligible

- A ship on land in a park, a bridge placed in a pasture, or a locomotive displayed in an indoor museum are not eligible.

## ARTIFICIALLY CREATED GROUPINGS

An artificially created grouping of buildings, structures, or objects is not eligible unless it has achieved significance since the time of its assemblage. It cannot be considered as a reflection of the time period when the individual buildings were constructed.

### Eligible

- A grouping of moved historic buildings whose creation marked the beginning of a major concern with past lifestyles can qualify as an early attempt at historic preservation and as an illustration of that generation's values.

### Not Eligible

- A rural district composed of a farmhouse on its original site and a grouping of historic barns recently moved onto the property is not eligible.

## PORTIONS OF PROPERTIES

A moved *portion* of a building, structure, or object is not eligible because, as a fragment of a larger resource, it has lost integrity of design, setting, materials, workmanship, and location.