



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

MEMORANDUM

TO: The Urbana Plan Commission

FROM: Rob Kowalski, AICP, Planning Manager

DATE: May 13, 2005

SUBJECT: Plan Case No. 2005-A-07: Annexation Agreement between the City of Urbana and the First Baptist Church of Urbana for a 5.44-acre tract of property located on the west side of Philo Road approximately 440 feet south of Trails Drive extended; and

Plan Case No. 1933-M-05: Request to rezone approximately 5.44-acres of property located on the west side of Philo Road approximately 440 feet south of Trails Drive extended from Champaign County AG-2, Agricultural to City of Urbana R-2, Single-Family Residential upon annexation.

Introduction and Background

The First Baptist Church of Urbana has purchased 5.44 acres of property on the west side of Philo Road directly west of the developing Southridge V Subdivision. The property has been divided from a larger 160-acre “parent” tract owned by the Douglas Trust. The First Baptist Church intends to develop the property with a new church and parsonage. The church was formerly located on the northwest corner of Race Street and Illinois Street before selling that facility to the Korean Church.

The property is not currently located within the corporate boundaries of Urbana but is contiguous to the city limits to the east. The zoning of the property is currently AG-2, Agricultural in Champaign County. Under normal circumstances, the development would connect to a sanitary sewer that would require annexation to the City of Urbana. In this case, however, sanitary sewers are not available to the site at this time and the church intends to develop the site with a private sanitary system. Since a new sanitary sewer connection will not be requested, the church has the option of developing in the County or annexing into the City of Urbana and developing under the city’s codes and ordinances. Since zoning permission for the church in the AG-2 Zoning District is also required in Champaign County the Church as decided to enter an annexation agreement and develop under the city’s jurisdiction. It is in both parties’ interest to

develop within the requirements of city codes and ordinances since the general area will likely be developing within the city limits in years to come.

Past practice has been for the Plan Commission to consider the proposed annexation agreement in conjunction with the public hearing for the rezoning. A separate public hearing with the Urbana City Council is required to officially consider the annexation agreement. That hearing is scheduled for June 6, 2005.

Adjacent Land Uses and Zoning Designations

The site is surrounded by the following land uses, zoning and Comprehensive Plan Designations:

COMPREHENSIVE PLAN DESIGNATION, ZONING, AND LAND USE TABLE

Direction	2005 Comprehensive Plan	Zoning	Land Uses
Site	Residential	AG-2 Agriculture / Champaign County	Agricultural
North	Residential	AG-2 Agriculture / Champaign County	University of Illinois Pomology Tract Agricultural / Research
East	Residential	R-2, Single-Family Residential	Single-Family Residential
South	Residential	AG-2 Agriculture / Champaign County	Agricultural
West	Residential	AG-2 Agriculture / Champaign County	Agricultural

Issues and Discussion

Annexation Agreement

A draft of the agreement is attached to this memorandum. The draft agreement outlines obligations by both the Owner and the City. Under State Statute, annexation agreements are considered by the City Council via a public hearing. Also by statute, annexation agreements may include the negotiation of provisions that are customarily considered by other boards and

commissions, such as zoning and subdivision requirements. This provision excludes the rezoning of land which must be considered at a public hearing with the Urbana Plan Commission.

Proposed Rezoning

According to the Urbana Zoning Ordinance, the zoning of the property would directly convert to City AG, Agricultural Zoning upon annexation. The 2005 Comprehensive Plan identifies this area to develop primarily as Residential. Since a church is typically considered to be a compatible use to residential development, staff has recommended a zoning classification of R-2, Single-Family Residential. According to the Urbana Zoning Ordinance a “Church or Temple” is permitted in the R-2, Single-Family Residential Zoning District with the granting of a Special Use Permit. The annexation agreement calls for the granting of this permit. Annexing the property under the R-2 zoning district is consistent with the Comprehensive Plan and would set the most appropriate zoning classification for this developing area.

Annexation Agreement provisions

The attached negotiated annexation agreement is rather simple. It outlines the basic provisions for zoning and land use. There are no financial or development incentives offered for development. The basic annexation agreement terms include:

- The Owner agrees to sign a petition to annex the property into the City of Urbana with a zoning classification of R-2, Single-Family Residential.
- The Owner agrees to cause all construction and development of the site to be in compliance with all codes and ordinances of the City of Urbana.
- The Owner agrees to connect to a sanitary sewer at such time as the sewer is available to the property.
- The City agrees to expeditiously annex the property after receiving a signed petition.
- The City agrees to grant a Special Use Permit to allow a Church in the R-2, Single-Family Residential Zoning District.

The Special Use Permit is necessary in order to permit the church in the R-2 Zoning District. Staff feels that granting of the Special Use Permit within the annexation agreement is preferable to zoning the parcel a multi-family or business zoning district where churches are allowed by right.

Subdivision and General Area Plan

Creating the 5.44-acre tract requires a minor subdivision plat to be reviewed by the City of Urbana and recorded with the Champaign County Recorder’s Office. This plat is reviewed administratively by city Staff and will be recorded prior to development of the site. At this time the plat has been reviewed and approved and will be recorded shortly. Since the parcel is being subdivided from a larger “parent” tract that was under common ownership, the Urbana Subdivision and Land Development Code requires a General Area Plan (GAP) to be completed. The purpose of the GAP is to roughly illustrate development intentions for the remainder of the tract. This assists the City in determining future land use and transportation needs as subsequent

plans are proposed. Attached to this memorandum is a copy of the GAP agreed to by the property owner.

Proposed Development

Tatman Enterprises, Inc. will construct a new facility for the First Baptist Church on the property. The new church would be approximately 3,000-4,000 square feet on one story. The First Baptist Church has lost membership in recent years and was in need of a smaller facility than their previous building at Race Street and Illinois Street. They are currently meeting at the Friends Meeting House on East Main Street. The new church will be relatively small in scale although they would have room to expand on the parcel in the future as the congregation grows. The church also intends to build a parsonage on the property for the Pastor.

Attached to this memorandum is a general development sketch. All building plans will need to be reviewed and approved by the City of Urbana to ensure compliance with development regulations and stormwater management. The access plan to Philo Road has been reviewed and conceptually approved by the City Engineer. The church is not anticipated to generate significant amounts of traffic that would require improvements to Philo Road.

The La Salle National Bank Criteria

In the case of *La Salle National Bank v. County of Cook* (the “La Salle” case), the Illinois Supreme Court developed a list of factors that are paramount in evaluating the legal validity of a zoning classification for a particular property. Each of these factors will be discussed as they pertain to a comparison of the existing zoning with that proposed by the Petitioner.

1. *The existing land uses and zoning of the nearby property.*

This factor relates to the degree to which the existing and proposed zoning districts are compatible with existing land uses and land use regulations in the immediate area.

The proposed R-2, Single Family Residential Zoning District would be consistent with the existing single-family residential zoning of Southridge Subdivision east across Philo Road.

2. *The extent to which property values are diminished by the restrictions of the ordinance.*

This is the difference in the value of the property as zoned for Agriculture and the value it would have if it were rezoned to Residential to permit the proposed use.

The R-2, Single Family Residential Zoning District allows for the construction of a church and parsonage with the granting of the Special Use Permit in the annexation agreement. Although the annexation agreement could permit the development within the Agricultural Zoning District, the R-2 district is more preferable for applying development regulations and considering further zoning requests in the area.

It should be noted that City Planning Division staff are not qualified as professional appraisers and that a professional appraiser has not been consulted regarding the impact on the value of the property. Therefore, any discussion pertaining to property values must be considered speculative and inconclusive.

3. *The extent to which the ordinance promotes the health, safety, morals or general welfare of the public.*
4. *The relative gain to the public as compared to the hardship imposed on the individual property owner.*

Questions 3 and 4 apply to the current zoning restrictions: do the restrictions promote the public welfare in some significant way so as to offset any hardship imposed on the property owner by the restrictions?

The proposed zoning will contribute to the overall welfare of the community and the district by allowing the church to re-establish themselves in a new building in the community.

5. *The suitability of the subject property for the zoned purposes.*

The issue here is whether there are certain features of the property which favor the type and intensity of uses permitted in either the current or the proposed zoning district.

The property is located in an area that is suitable and planned for single family residential and church uses.

6. *The length of time the property has been vacant as zoned, considered in the context of land development, in the area, in the vicinity of the subject property.*

Another test of the validity of the current zoning district is whether it can be shown that the property has remained vacant for a significant period of time because of restrictions in that zoning district.

The property has never been developed and is located in an area experiencing residential development.

Summary of Staff Findings

1. The proposed R-2, Single Family Zoning District for the 5.44-acre parcel would be consistent with the current single-family zoning in the general vicinity.

2. The proposed annexation agreement includes provisions for granting a Special Use Permit to allow for the development of church and parsonage that will provide a convenient service to the area.
3. The proposed Special Use Permit in the annexation agreement is necessary in order to allow for a church while keeping the more desirable R-2, Single-Family Zoning District.
4. The proposed rezoning would not be detrimental to the public health, safety or general welfare.
5. The proposed rezoning appears to generally meet the LaSalle Case criteria.

Options

The Plan Commission has the following options for recommendations to the City Council. In Plan Case 2005-A-07, the Plan Commission may:

- a. The Plan Commission may forward the Annexation Agreement to the City Council with a recommendation for approval.
- b. The Plan Commission may forward the Annexation Agreement to the City Council with a recommendation for denial.
- c. The Plan Commission may forward the Annexation Agreement to the City Council with a recommendation for approval with recommended modifications.

The Plan Commission has the following options for recommendations to the City Council. In Plan Case 1933-M-05, the Plan Commission may:

- a. The Plan Commission may forward the rezoning request to the Urbana City Council with a recommendation of approval.
- b. The Plan Commission may forward the rezoning request to the Urbana City Council with a recommendation of denial.

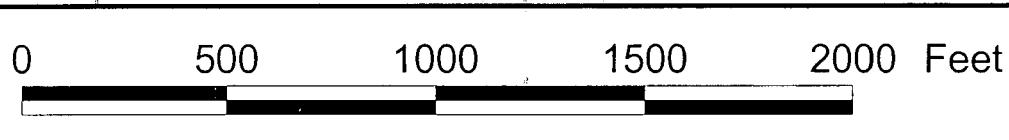
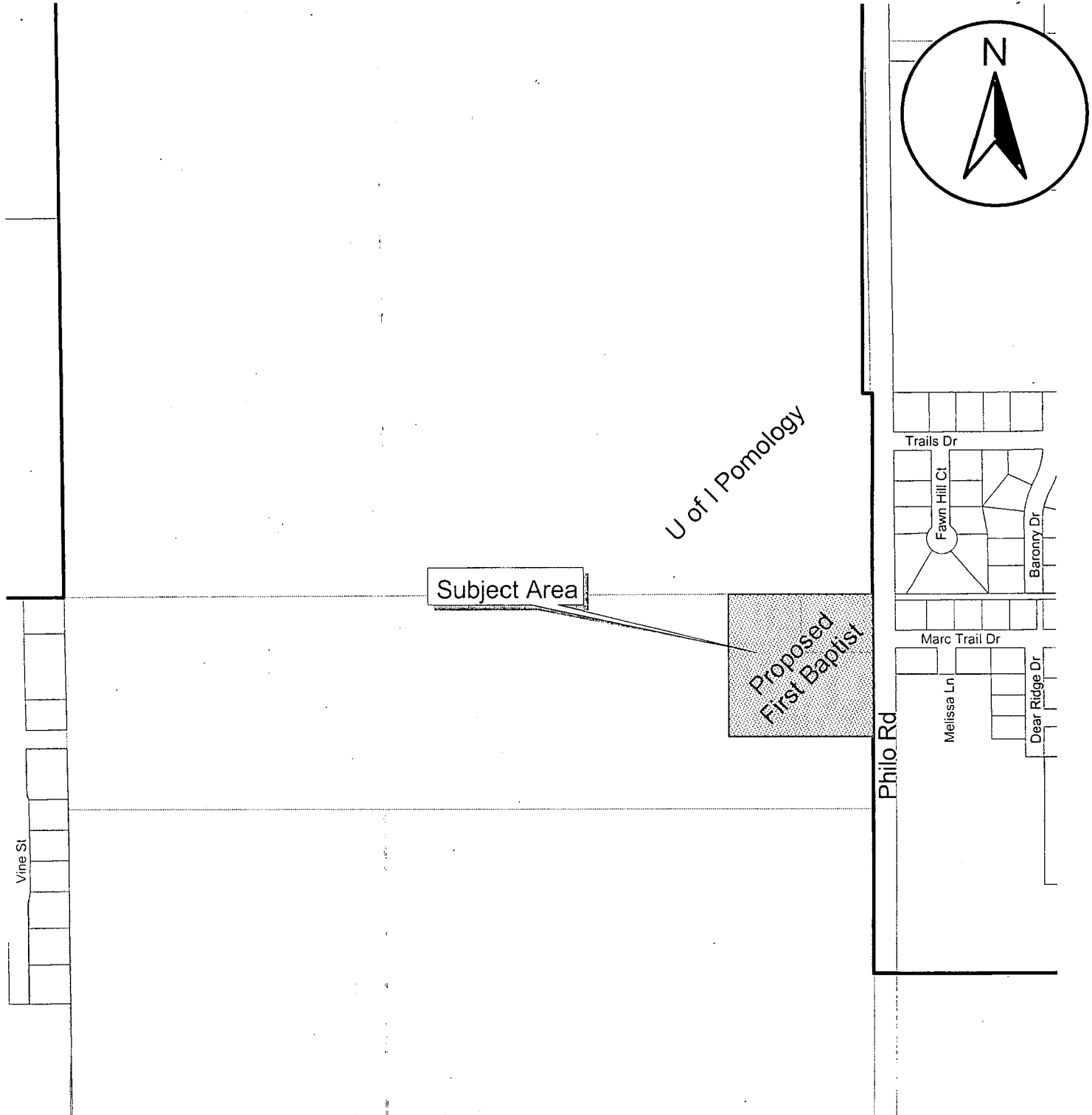
Staff Recommendation

Based on the evidence presented in the discussion above, and without the benefit of considering additional evidence that may be presented at the public hearing, **staff recommends that the Plan Commission forward Plan Cases No. 2005-A-07 and 1933-M-05 to the Urbana City Council with a recommendation for approval.**

Attachments: Exhibit A, Location Map
 Exhibit B. Aerial Map
 Exhibit C, Future Land Use Map #14 / 2005 Comprehensive Plan
 Exhibit D, Draft Annexation Agreement without attachments
 Exhibit E, Minor Subdivision Plat
 Exhibit F, General Area Plan
 Exhibit G, Preliminary Development Scheme
 Exhibit H, Neighbor Notification

c: Paul Tatman, Tatman Enterprises, Inc.
 David Crowe, Tatman Enterprises, Inc.
 Ron Payne, First Baptist Church

Exhibit "A": Location Map



Case: 2005-A--07, Annexation
Case: 1933-S-05, Subdivision
First Baptist Church Subdivision
3300 Block South Philo Road
PIN #: 30-21-28-300-003

Prepared 5/6/05 by Community Development Services - pal

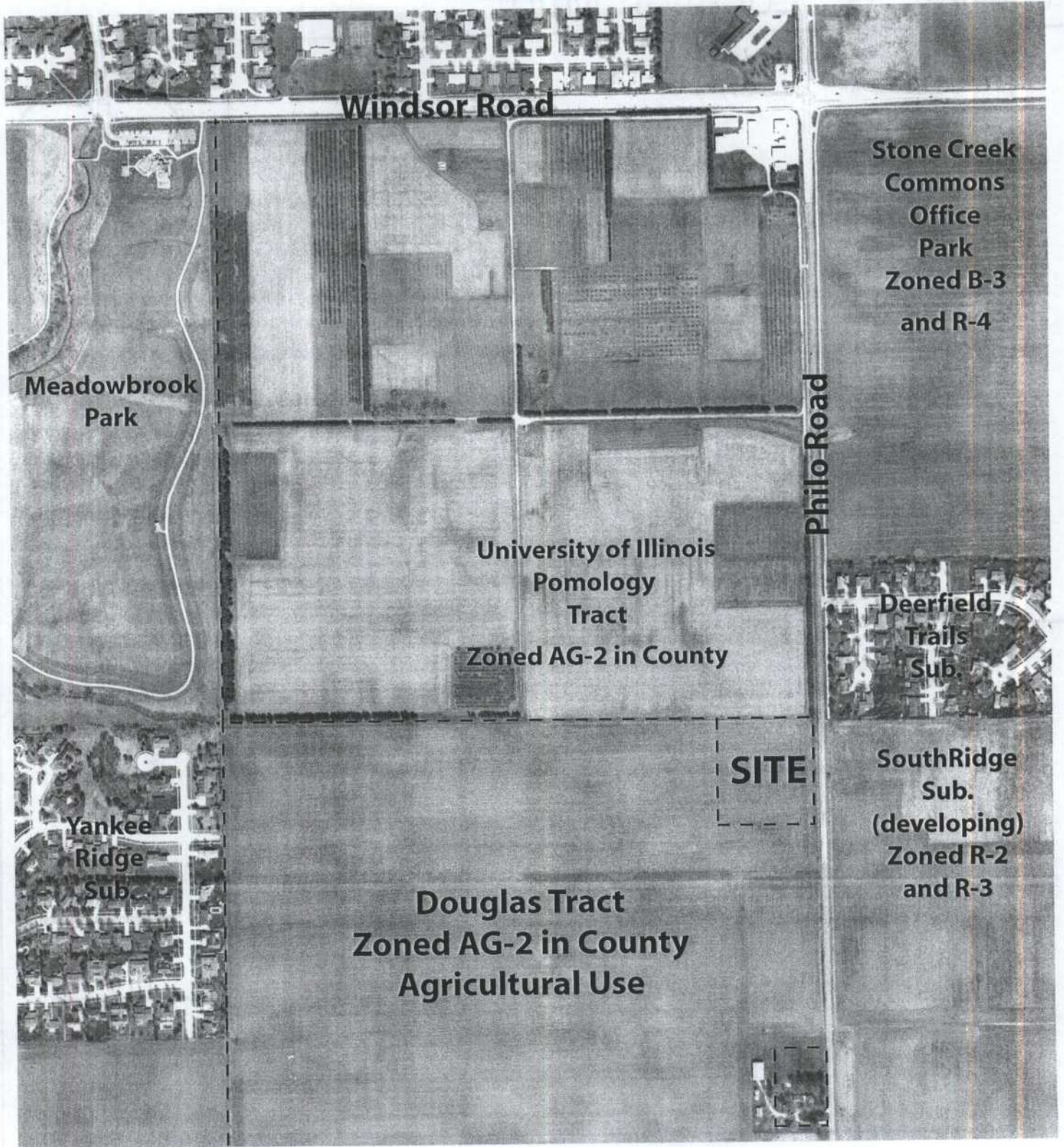
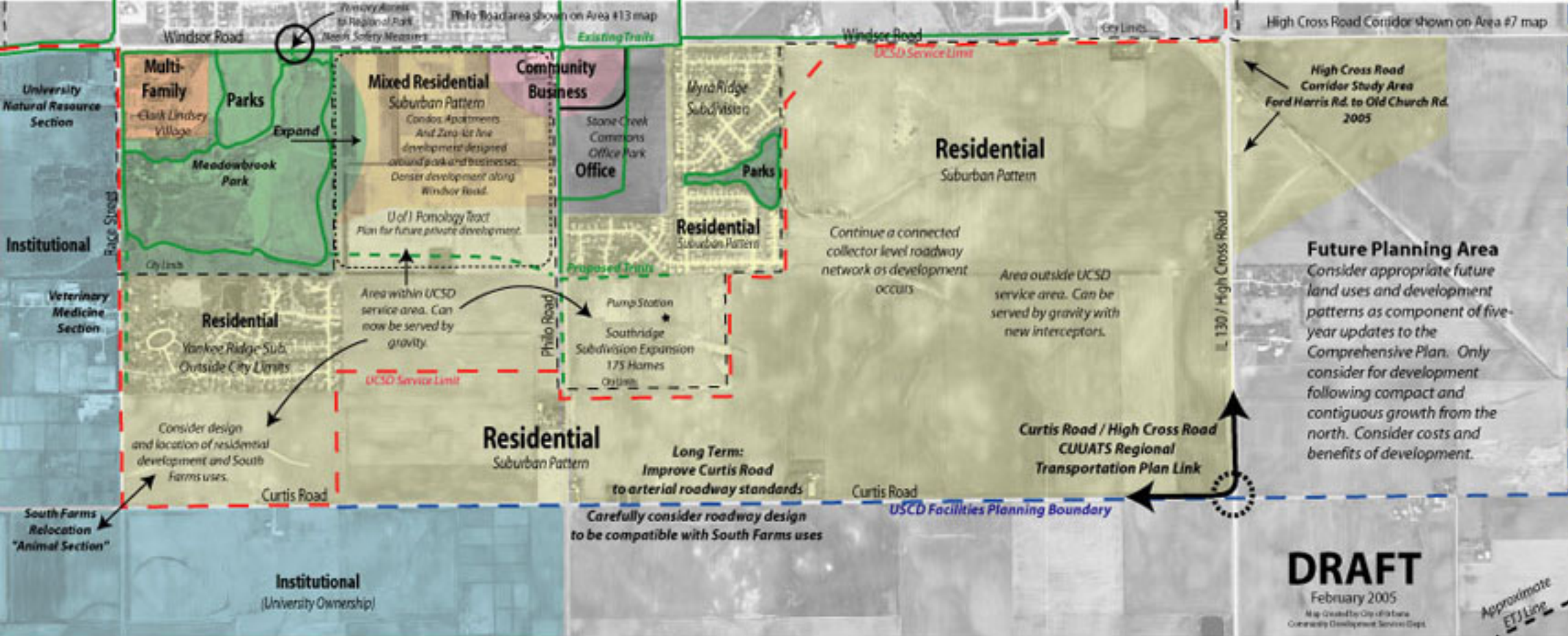


Exhibit "B"

Aerial Map

Plan Cases 2005-A-07 / 1933-M-05

First Baptist Church Annexation / Rezoning



SOUTH URBANA (DRAFT)

First Baptist Church of Urbana
South Philo Road
Annexation Agreement

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and the First Baptist Church of Urbana, Illinois, (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

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

WHEREAS, the First Baptist Church of Illinois is the Owner of record of two tracts of property totaling approximately 5.44 acres, located on the west side of South Philo Road approximately 440 feet south of Trails Drive extended, the legal description 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 to be annexed to the City of Urbana under the provisions of this agreement; and

WHEREAS, both tracts tract are contiguous to the City of Urbana, and both the Owner and the City determine that annexation of the tract is in the best interest of all parties; and

WHEREAS, both tracts are currently zoned AG-2, Agricultural in Champaign County; and

WHEREAS, the City and Owner find it necessary and desirable that both tracts, as described in Exhibit "A" be annexed, and that both tracts be zoned R-2, Single-Family Residential zoning under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the Urbana City Council finds that annexing said property as described herein reflects the goals, objectives and policies set forth in the 2005 Comprehensive Plan, as amended from time to time; and

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

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

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

The Owner agrees to the following provisions:

Section 1. Ownership and Annexation. The Owner represents that the Owner is the sole record Owner of the property described in Exhibit “A” and that the Owner 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.

The Owner further agrees 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 property. If the subject tract is to be platted for subdivision, the Owner agrees 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. The Owner agrees for itself, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney’s fees. The Parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

Section 2. Authority to Annex. The Owner agrees and hereby stipulates that the City, by its approval, execution or delivery of this Agreement does not in any way relinquish or waive any authority it may have to annex the tract in the absence of this Agreement.

Section 3. Zoning. The Owner acknowledges that upon annexation, both tracts will be rezoned from Champaign County AG-2, Agriculture Zoning District to City R-2, Single Family Residential. The Owner agrees that, unless changed upon the initiative of the Owner the said City zoning classifications for said tract shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the tract. The Owner agrees to use the tract only in compliance with the Urbana Zoning Ordinance and this agreement as such may be amended from time to time.

Section 4. Land Uses. The Owner agrees that the use property shall be limited to that allowed within the R-2, Single-Family Residential Zoning District except that this agreement stipulates the approval of a Special Use Permit to allow for the establishment of a church on the southern tract and a parsonage home on the northern tract. The layout of the church shall closely resemble the site plan shown on Exhibit “C”.

Section 4. Building Code Compliance. The Owner agrees to cause all new development, construction, remodeling or building additions on said tracts to be in conformance with all applicable City of Urbana codes and regulations including building, zoning and subdivision codes.

Section 8. Sanitary Sewer. The Owner agrees to connect to sanitary sewer service at such time as a sewer is available to the property.

Section 9. Disconnection. The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect the tracts from the City once it is annexed.

Section 10. Amendments Required. The Owner shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Owner and the City. Said action includes petitioning for a county rezoning of said tracts without written amendment to this Agreement.

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 tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owner, 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 to annex both tracts with a zoning classification of R-2, Single Family Residential.

Section 3. Development. The Corporate Authorities agree with this annexation agreement to grant a Special Use Permit to allow the establishment of a “*Church of Temple*” land use in the R-2, Single-Family Residential Zoning District along with an accessory parsonage home. The Corporate Authorities further agree that the granting of the Special Use Permit is consistent with the established criteria identified in Section VII-2 of the Urbana Zoning Ordinance in that the use of a “*Church or Temple*”:

- a. will be conducive to the public convenience at this location;

- b. will be designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare; and
- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which is shall be located.

Section 4. 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 the Owner's successors or assigns, 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 twenty-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 Owner or the Owner's 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 Owner 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 Owner agree that no party will take 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 the Owner and the City.

Section 4. Enforcement -- The Owner 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 the party not in default may declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, 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 Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

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

Corporate Authorities
City of Urbana:

Owner:

Mayor, City of Urbana

First Baptist Church of Urbana,
Illinois

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 Description of both tracts

Exhibit "B": Location Map of Site

Exhibit "C": Layout of proposed church development on tract.

Exhibit “A”

Tract I

Lot 1 of the XXXXXXXXX Subdivision situated in Champaign County, Illinois.

Tract II

Lot 2 of the XXXXXXXXX Subdivision situated in Champaign County, Illinois.

Exhibit “B”

Location Map of property to be annexed.

Exhibit “C”

Layout of proposed church development on tract.

EXHIBIT "F"

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




April 29, 2005

Douglas Tract General Area Plan (GAP)

In accordance with the requirements of the Urbana Subdivision and Land Development Code Article II; Section E, the attached General Area Plan represents general development and roadway planning intentions for the Douglas Tract. The Code requires GAPs to be developed when subdividing smaller parcels from a "parent tract" under common ownership. The Administrative Review Committee has determined that in this case a GAP is required. This plan will be used for general purposes of subdivision and development planning, including the reservation of necessary right-of-way, when considering further development of property.

I accept the attached required General Area Plan for the Douglas Tract as developed by City of Urbana Staff and wish to submit it as the general plan for future planning purposes. I understand this General Area Plan is required in order to further subdivide the parcel including the subdivision of the 5.44-acre parcel at the northeast quadrant of the tract.


Owner: _____
Raymond Douglas Trust & Sylvia Douglas Trust
c/o Stuart Mamer

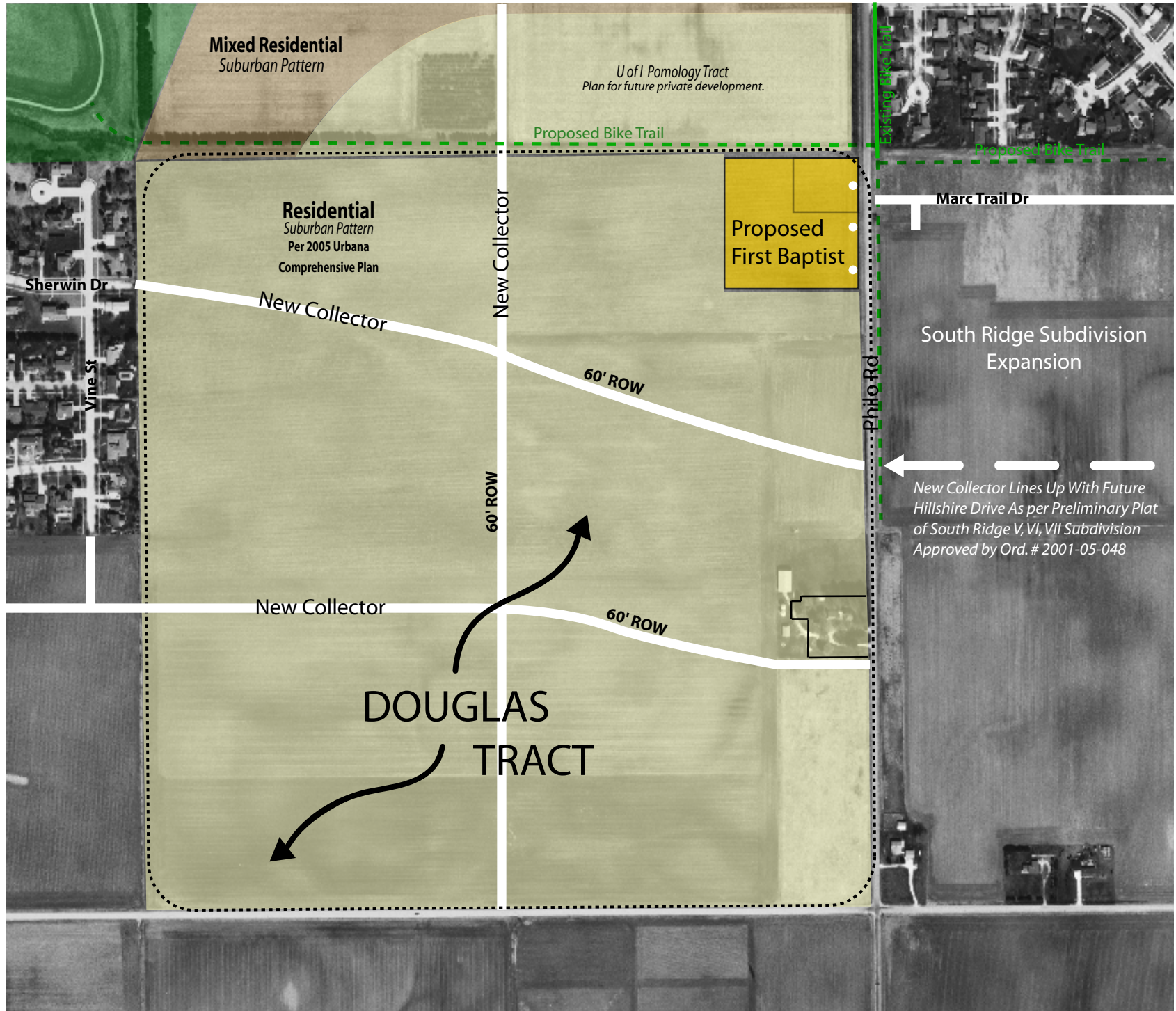
Document Prepared By:

City of Urbana
Community Development Services Department
400 South Vine Street
Urbana, IL 61801



Douglas General Area Plan

City of Urbana, MW (4/28/05)





DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES
Planning Division
400 S. Vine
P.O. Box 946
Urbana, IL 61801
(217) 384-2440

May 6, 2005

NOTICE OF A PUBLIC HEARING IN REGARD TO A PROPOSED REZONING AND ANNEXATION AGREEMENT

To Whom It May Concern:

Request to Rezone Property

A public hearing will be held by the Urbana Plan Commission on **Thursday, May 19, 2005 at 7:30 P.M.** in the Urbana City Council Chambers, at which time and place the Commission will consider a request for a rezoning of a 5.44-acre tract of property on the west side of Philo Road approximately 440 feet south of Trails Drive extended (see map attached). The property represents the northeast most 5.44 acres of the "Douglas Tract". The request is to annex and rezone the property from the Champaign County AG-2, Agricultural Zoning District to the City R-2, Single-Family Residential Zoning District. The property is legally described as follows:

LEGAL DESCRIPTION:

A part of the Southwest quarter of Section 28 Township 19 North Range 9 East of the Third Principal Meridian being more particularly described as:

The East 507 feet of the North 467 feet of the Southwest Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian situated in Champaign County, Illinois, containing approximately 5.44 acres.

Proposed Annexation Agreement

The 5.44-acre tract described above is currently located in unincorporated Champaign County. At the meeting the Plan Commission will also consider an annexation agreement. It is proposed to be annexed and zoned R-2, Single-Family Residential. The annexation agreement outlines a proposal to develop a church and parsonage on the site. The Urbana Plan Commission will discuss the annexation agreement proposal although the official public hearing for the annexation agreement will be held on **June 6, 2005** at 7:20 P.M. by the Urbana City Council.

You have been sent this notice because you are a nearby property owner. The Urbana Plan Commission welcomes your comments at the public hearing, or in writing if received prior to the hearing. If you have any specific questions about the request, please do not hesitate to contact me.

Sincerely,

Rob Kowalski, AICP
Planning Manager

Persons with disabilities needing services or accommodations for this hearing should contact the Community Development Services Department at 384-2440, or the City of Urbana's Americans with Disabilities Act Coordinator at 384-2466, or TTY 384-2360. If you have any questions concerning this request, please contact my office at (217) 384-2440.

Cc: Philo Fire Protection District Trustees
Mayor Lauren Prussing
Urbana City Council Members
Elizabeth H. Tyler, Director