



## 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 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 accessed 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:

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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  
Correspondence

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:

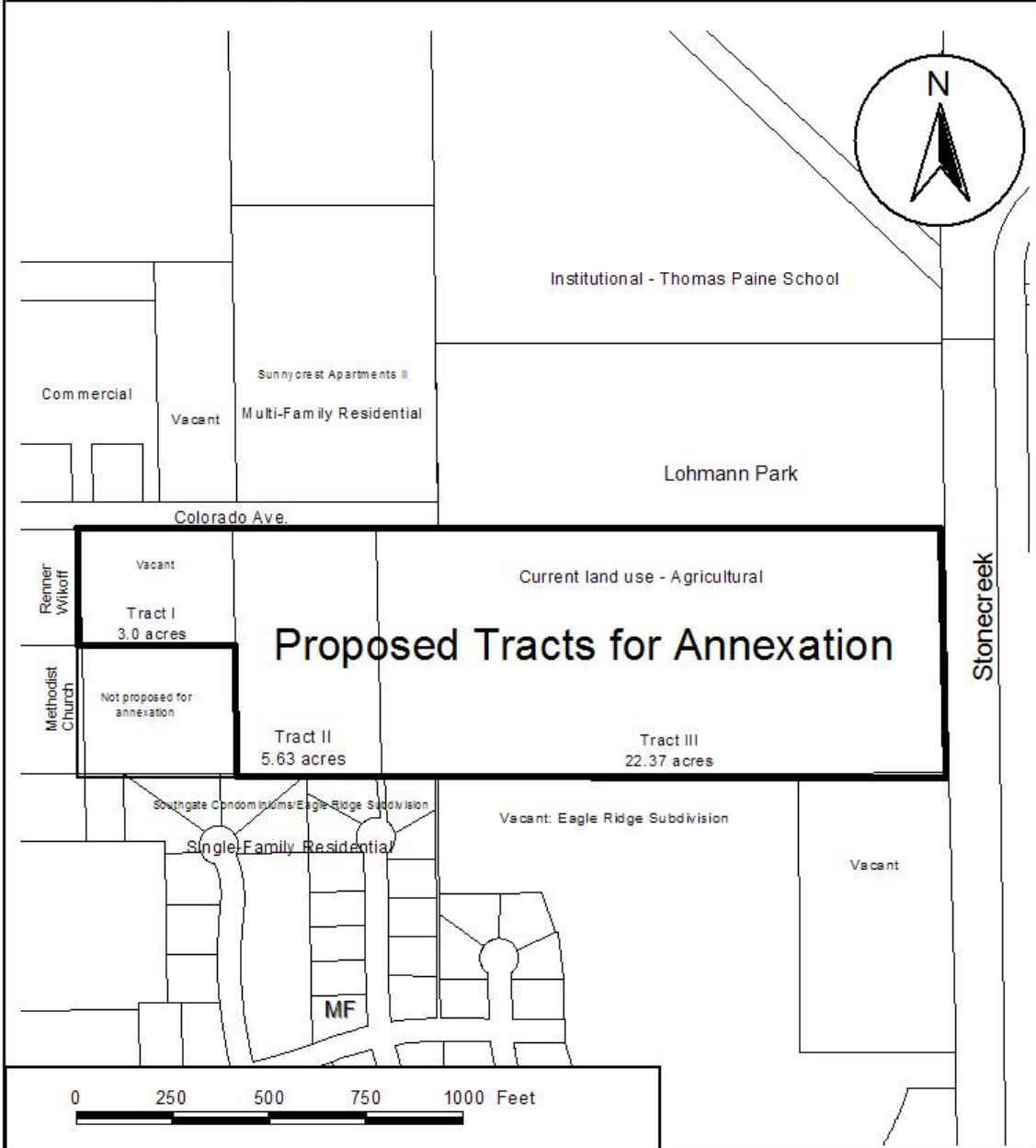
ABSTAINED:

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

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

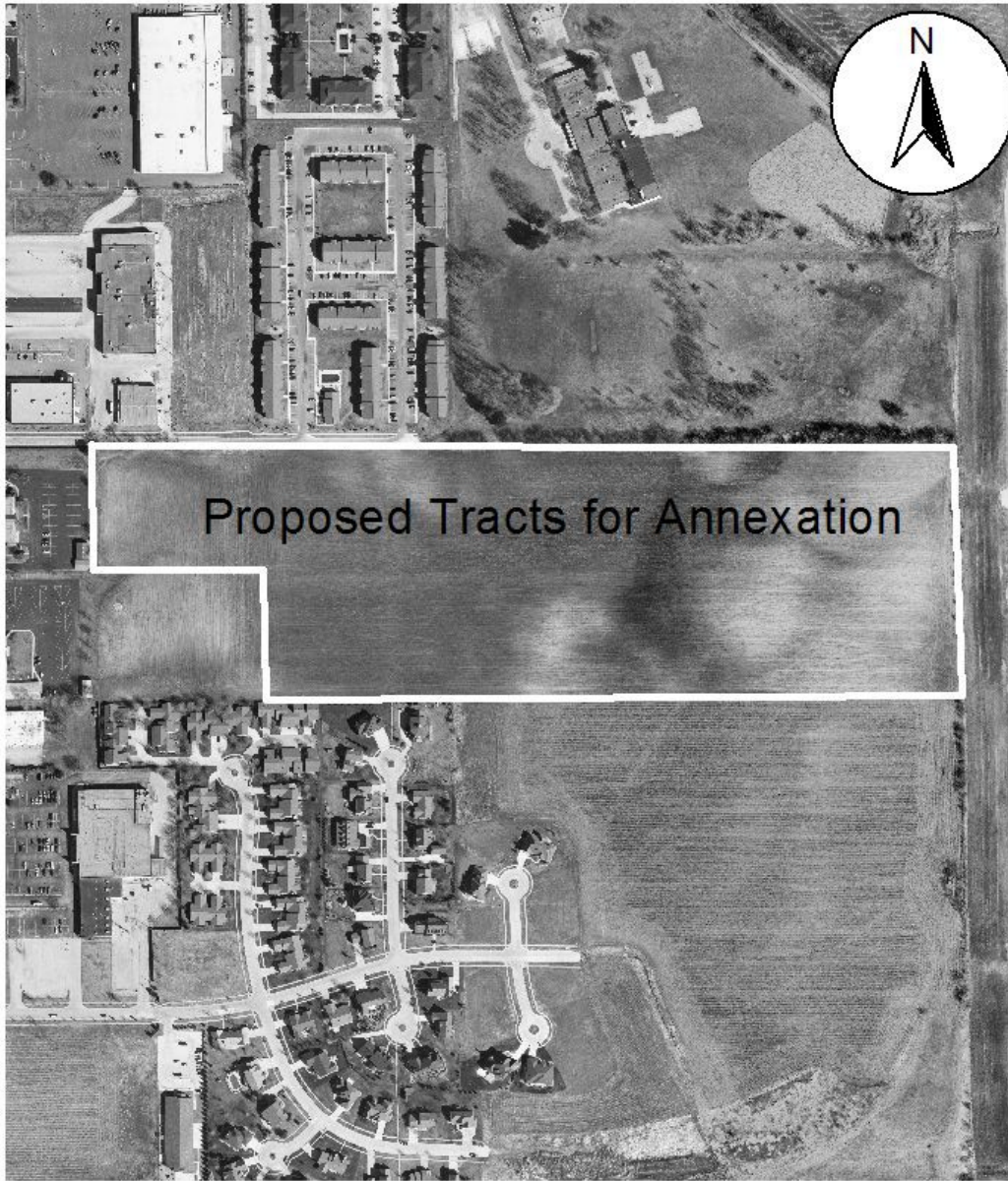
\_\_\_\_\_  
Tod Satterthwaite, Mayor

# Location Map



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 - lcf

# Aerial Map



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 - lcf

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

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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 John J. Hingtgen and Virgil J. Naugle (hereinafter referred to as the "Owners") and the Tatman Enterprises, Inc. (hereinafter referred to "Developer"). 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, John J. Hingtgen and Virgil J. Naugle are the 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 to be annexed to the City of Urbana under the provisions of this agreement; and

WHEREAS, the Owners have entered into a contract with Tatman Enterprises, Inc. (Developer) to develop a Senior Retirement Center, 38 residential condominiums as a Residential Planned Unit Development (PUD), and a single-family residential subdivision on Tract II and Tract III of the site as described in the this agreement; and

WHEREAS, the Owners have future intentions of constructing a banquet center on Tract I 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 determine that immediate annexation of the tracts is in the best interest of both parties; and

WHEREAS, all three tracts are currently zoned R-2, Single-Family Residence in Champaign County; and

WHEREAS, Tracts II and III as described in Exhibit "A" will directly convert 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 find 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.

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

**ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNERS 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 and a portion of Tract III herein called “PUD Tract” and described in Exhibit “C”. The Owner/Developer further agrees that the development of the PUD Tract shall be in strict conformance to the attached site plan and project data attached hereto as Exhibit “D” and shall include the establishment of a Senior Retirement Center and 38 residential condominiums. 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 materials that will block headlights and trees that will mature to a significant height. 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. 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 8. 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.

**Section 9. 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 10. 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.** The Developer agrees that all infrastructure within the Planned Unit Development

shall be constructed to the standards of City codes and ordinances but shall not be dedicated to the City and shall be privately maintained by a private homeowners association. A waiver of the Subdivision and Land Development Code to allow only one five-foot wide sidewalk to be built along the interior of the private drive shall be permitted by the Corporate Authorities.

- 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. 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 11. 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 12. 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.

**Section 13. 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 14. 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 and a portion of Tract III herein described as the PUD Tract in Exhibit “C”. The Special Use Permit for the Residential PUD is approved for a Senior Retirement Center and 38 residential condominium development 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.** The Corporate Authorities agree to accept all dedicated infrastructure within the Single-Family Residential Subdivision 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 three 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 Residential Planned Unit Development; and 3) to allow a waiver to construct a five-foot sidewalk on only one-side of the private drive within the Residential Planned Unit Development. The sidewalk shall be constructed along the house side of the private drive.

**Section 6. 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 as described in Exhibit “A” the tax reimbursement shall be paid until such time as a building permit is issued for development on the tract. For Tracts II and III as described in Exhibit “A” the tax reimbursement shall be paid until such time as a final plat is recorded. At such time as a final plat is recorded, the Owner shall not be entitled to any payment for the tax liability which accrues on that portion of the Tract which is the subject of the final plat.

**Section 7. 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:**

**Owners:**

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

\_\_\_\_\_  
Paul J. Hingtgen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Virgil J. Naugle

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Developer:**

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

\_\_\_\_\_  
Date

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**ATTEST:**

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Notary Public

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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 Planned Unit Development and Single-Family Residential Subdivision. 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 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, all situated in Champaign County, Illinois.

And

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 the east 730 feet thereof 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, all situated in Champaign County, Illinois.

**Legal Description for tract approved for Single-Family Residential Subdivision**

The East 730 feet of the following described parcel.

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, all situated in Champaign County, Illinois.



**Exhibit “D”**

**Residential Planned Unit Development (PUD)**

**Site Plan and Project Data**

**Legal Description of Residential PUD:**

The East 730 feet of the following described parcel.

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, all situated in Champaign County, Illinois.

Legal Description for tract approved for Single-Family Residential Subdivision

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, all situated in Champaign County, Illinois.

And

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 the east 730 feet thereof.

And also 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, all situated in Champaign County, Illinois.

## **Planned Unit Development Information:**

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

*Senior Retirement Center:* Total of 75 units.

*Condominiums:* Total of 38 units. Seven four-plexes totaling 28 units and Five duplexes totaling 10 units.

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

*Senior Retirement Center* = 49,000 square feet

*Four-plex Condos.* = 30,254 square feet

*Duplex Condos.* = 21,500 square feet

*Total Square Footage* = 100,754 square feet

*Total Square Footage of Residential PUD Site* = 740,955.6 square feet

*Total Percentage of lot coverage for structures* = 14%

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

*Total Number of Dwelling Units* = 113

*Total Number of Acres* = 17.01

*Gross Density* = 6.64 dwelling units per acre

*Net Density (exclude public facilities)* = 7.8 dwelling units per acre (113 units / 14.48 ac)

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

*Floor Area Ratio* = .18 (59,202 + 21,500 + 49,000 / 740,955.6)

*Open Space Ratio* = .82 (740,955.6 – 129,702.1 / 740,955.6)

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

*Floor Area Ratio* = .18 (59,202 + 21,500 + 49,000 / 740,955.6)

*Open Space Ratio* = .82 (740,955.6 – 129,702.1 / 740,955.6)

**Common Open Space**

Exact areas and square footages to be determined upon development. Common areas to include detention basin with walking trail loop in center of condominium 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)  
*Condominiums* = 152 spaces (two in each garage, two in each driveway)

**Areas and Streets intended to be Public**

All open space, parking areas and internal streets are intended to be private and not publicly maintained.

**Screening / Buffering**

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

**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. Condominiums to have typical “porch lights” at front doors.

**Exhibit “E”**

**Site Plan for Single-Family Residential Subdivision**

**MINUTES OF A REGULAR MEETING**

**URBANA PLAN COMMISSION**

**DRAFT**

**DATE:** November 20, 2003

**TIME:** 7:30 P.M.

**PLACE:** Urbana City Building  
400 South Vine Street  
Urbana, IL 61801

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**MEMBERS PRESENT:** Christopher Alix, Alan Douglas, Laurie Goscha, Michael Pollock, Bernadine Stake

**MEMBERS EXCUSED:** Lew Hopkins, Randy Kangas, Marilyn Upah-Bant, Don White

**STAFF PRESENT:** Rob Kowalski, Planning Manager; Michaela Bell, Senior Planner; Teri Andel, Secretary

**OTHERS PRESENT:** Ed Fiskus, Stu Harrison, Ben Jones, Barbara Morgan, Terry Sharp, Susan Taylor, John Thies, Jill Van Vought

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**1. CALL TO ORDER, ROLL CALL AND DECLARATION OF QUORUM**

The meeting was called to order at 7:32 p.m., the roll call was taken, and a quorum was declared.

**2. CHANGES TO THE AGENDA**

Chair Pollock requested to move Plan Case #1839-S-02 to be reviewed as the last item under New Public Hearings. The Plan Commission approved of the change.

**3. APPROVAL OF MINUTES**

Ms. Stake moved to approve the minutes from the October 23, 2003 meeting as amended. Mr. Douglas seconded the motion. The minutes were then approved as amended by unanimous voice vote.

**4. COMMUNICATIONS**

Regarding Plan Case #1871-A-03 and Plan Case #1871-M-03:

- Hingtgen & Naugle Annexation Agreement
- Preliminary Plat for Eagle Ridge Subdivision (Plan Case #1250-S-87)
- Letter from William Volk of MTD

- Letter from Robert & Wilma White
- Letter from Margaret Tsiang
- Letter from Charles Zukoski & Barbara Morgan
- Letter from Carl Webber

## 5. CONTINUED PUBLIC HEARINGS

There were none.

## 6. NEW PUBLIC HEARINGS

**Plan Case # 1871-A-03: Request to annex three tracts of property totaling approximately 31 acres on the south side of Colorado Avenue east of Philo Road.**

**Plan Case # 1871-M-03: Request to rezone a three-acre tract of property 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.**

Rob Kowalski, Planning Manager, presented these two cases together. He explained that the rezoning of Tract 1 to B-3, General Business was for a future banquet center for Renner-Wikoff Funeral Home, and the annexation agreement specifies approval for a residential planned unit development on part of the tracts and a standard single-family subdivision on the rest of it. The residential planned unit development would incorporate a senior retirement center with about 75 units; and then, 38 owner-occupied residential condominiums would occupy the rest of it.

Mr. Kowalski gave a brief history of the proposed property. He described the adjacent land uses and noted their zoning designations. He discussed the proposed rezoning, the proposed residential planned unit development (with the retirement center and the residential condominiums) and the tract for the single-family residential subdivision, which was not part of the planned unit development, but was part of the annexation agreement. He used the Elmo to show a copy of the site plan and pointed out where each of these development plans would occur. He briefly reviewed the revised draft of the annexation agreement, noting the major changes made from the original annexation agreement. He talked about how the proposed development related to the Comprehensive Plan. He talked about the coordination meeting with the Urbana Park District and about the residential meeting with residents from the Eagle Ridge Subdivision. He mentioned that the proposed plan does satisfy a number of goals and objectives from the current Comprehensive Plan. He highlighted some of the La Salle National Bank Criteria that pertained to this project. He pointed out the summary of staff findings in the written staff report and stated that the Plan Commission needed to take a separate action on each case. Staff recommended approval of both of these cases to the City Council.

Mr. Alix inquired about the status of the Storm Lock Warehouse that had been proposed for the north side of Colorado Avenue. Was it approved by the City Council? Did the developers still intend to build it? Mr. Kowalski answered by saying that the owner of that property also owned the Eisner building to the west. The property had been zoned B-3, General Business. Mini

warehouses are permitted in the B-3 Zoning District with a conditional use permit. The owner got approval of such conditional use permit less than a year ago and still intends to build them; however, building plans have not been submitted as of yet.

Mr. Alix noticed that the annexation agreement talked about the developer providing a right-of-way to connect the sidewalk that was shown in the unbuilt part of Eagle Ridge Subdivision extending north from the north end of Hampstead Court into the single-family development. He asked what the status was for the sidewalk at the north end of Morrow Court? Was it the developer's intention to connect that sidewalk as well? Mr. Kowalski replied that the sidewalk at Morrow Court would not be connected. The developer planned to have the planned unit development be self-contained and fenced around. That sidewalk on Morrow Court was there for a reason, which was to connect Eagle Ridge up to Lohmann Park and Sunnycrest area. Staff was satisfied that if there was a way to make this connection on the east side through the single-family subdivision, then the connection on Morrow Court could be vacated to the adjacent property owners. Mr. Alix thought it would be in the interest of the City to want to see that connection happen for pedestrian access to the businesses to the north. Did the developer make a compelling argument as to why that sidewalk should not be connected to the cul-de-sac on Morrow Court? Mr. Kowalski stated that staff and the developer only talked about the sidewalk connection to the east.

Regarding lighting, Mr. Alix understood that the City requested any lighting to be directed downward, which he felt was not particularly useful. Was there any additional discussion between staff and the developer in terms of how to screen the single-family area to the south from the impact of the parking lot lights? Mr. Kowalski mentioned that there were some questions at the neighborhood meeting about the location of the parking. The developer had indicated that they felt it was a more secure location to have the parking on the south side of the retirement center. Mr. Kowalski verified that the City of Urbana's Zoning Ordinance does require that parking lot lighting be directed downward. In considering these concerns, staff took a look at the distance between the proposed parking lot and the single-family homes in Eagle Ridge Subdivision and felt that the 120 to 150 feet distance would serve as a pretty good buffer between the two. He pointed out that there were no other street lights being proposed on that cul-de-sac or around the development. Coach lights would be used on the condominiums. Mr. Alix voiced his concern that as a planned unit development, the City would be essentially permitting a density in excess of what the zoning would allow. He wondered what options the City had to require the impact of the lighting to be comparable to what would be expected from an adjacent R-2 usage? Does the Planned Unit Development Ordinance give the City any additional leeway in terms of regulating the intensity of parking lot lighting? Mr. Kowalski responded by saying that the annexation agreement would give them this; however, the owner and the developer would have to agree with it. The annexation agreement gives the City the opportunity to require better screening of lighting.

Ms. Stake questioned if staff sent public notices for this meeting to all of the surrounding properties around the proposed development? Mr. Kowalski stated that staff sent out notices to most all of the Eagle Ridge Subdivision residents, which exceeds the 250 feet requirement, in addition to the notices sent to the residents in the north.

Ms. Stake inquired what the reason was for not having any streetlights? Mr. Kowalski answered by saying that streetlights were not required in the Urbana Subdivision and Land Development Code for new streets. If a developer wishes to install them, then he/she can, and they would have to meet certain standards. However, the City was requiring that Colorado Avenue be built up to the City's Subdivision Code. Ms. Stake believed that maybe the City should update the Subdivision Code, so that the City requires streetlights. Mr. Kowalski felt that might be something for staff to discuss when they get back into Subdivision Ordinance amendments.

Ben Jones, one of the Co-Presidents of the Eagle Ridge Subdivision Homeowner's Association, commented that the response from the neighborhood meeting has been very positive about the proposed development. The residents in Eagle Ridge Subdivision would certainly support the annexation and the rezoning.

Mr. Jones expressed only one concern, which was regarding the curved street at the proposed east end of Colorado Avenue. It would be easier to snowplow a straight street than a curved street.

In closing, he noted that the residents of Eagle Ridge Subdivision were very positive with what was being proposed and recommended that the Plan Commission support it.

Paul Tatman, the developer, approached the Plan Commission to answer any questions they may have.

Mr. Alix asked what the logic was behind not connecting the sidewalk between the retirement center and Morrow Court? Mr. Tatman replied that there were a couple of reasons. The main reason was that the condominium complex and the senior retirement center would be a closed community. The homeowner's association would own everything in the community including the streets and the sidewalks. It was also designed to be a secure community. If they laid access to the sidewalk in question, then it would destroy their plans for security.

Mr. Tatman went on to say that the whole project was designed so that the development would not infringe on the residents in the Eagle Ridge Subdivision and yet give them a buffer area between them and the Stone Creek Subdivision and the neighborhood on the north of the proposed development.

Mr. Alix inquired if Mr. Tatman had any specific thoughts about what they would do to minimize the impact of the parking lot lighting on the homes in the Eagle Ridge Subdivision. Mr. Tatman agreed with Mr. Kowalski in that the parking lot was quite a distance away from the closest condominium in the Eagle Ridge Subdivision. They plan to use a low-density light that would be directed downward.

Ms. Goscha inquired as to what his compelling reason was for placing the retirement center to the west and the single-family homes to the east? Did he consider switching those at any time? Mr. Tatman responded by saying that the original plans showed the retirement center and the single-family homes switched around. However, he felt the single-family housing blends in better with what is happening with the Stone Creek Subdivision on the backside of the



development more so than the condominiums would. It also blends in with the Eagle Ridge Subdivision as well. By catering to 55 years old and over and senior citizens, it would be helpful to be closer to the grocery and drug stores. They were trying to make it almost like a walkable community, because many of them would not have cars.

Ms. Goscha questioned if there would be sidewalks along the roadway that would access Colorado Avenue? She only saw a circular path that never connected to the road. Mr. Tatman explained that the loop would only be an exercise-walking trail. There will be a sidewalk that follows the street out to the entrance to Colorado Avenue. Mr. Kowalski added that staff did specify in the annexation agreement that a sidewalk be provided on the condominium/single-family subdivision side of Colorado Avenue.

Ms. Stake asked if the single-family subdivision was going to be a gated community as well? Mr. Tatman replied no. Ms. Stake inquired how many gates there would be to get out of the enclosed community? Mr. Tatman replied that there would only be one gate at the main entrance. Ms. Stake commented that it would not be very walkable, except in the area itself. She did not think it was a good idea for the children in the surrounding neighborhoods to not be able to walk through there. Mr. Tatman stated that the entire gated area was going to be a residential area for older citizens (55 years and older). It was not designed for children.

Mr. Douglas questioned how far the sidewalk would extend down Colorado Avenue? Mr. Kowalski answered that the sidewalk would extend from the Philo Road intersection to the stub at Stone Creek Boulevard.

In their letter, Mr. Pollock said that MTD had expressed concern that once a bus turns onto Colorado Avenue, they would have a problem coming down Colorado Avenue and getting back out onto Philo Road. Was it Mr. Tatman's intention to have MTD to have access to this community and to the retirement center itself? Mr. Tatman responded that it would not have bus service other than a gate pickup at the retirement center. Mr. Pollock inquired if a MTD bus would be able to get to the front door of the retirement center? Mr. Tatman said no. The retirement center would furnish the bus service. He added that MTD would be able to access the subdivision in the rear toward Stone Creek Subdivision.

Mr. Tatman said that he was trying to avoid impacting Eagle Ridge Subdivision, because it has been a very, very slow development process. The proposed development was the best use for the ground that they could come up with.

John Thies, of 2005 Myra Court in Eagle Ridge Subdivision, complimented Paul Tatman by saying that the City of Urbana was a better place because of what Mr. Tatman has done and will do in the future. He appreciated Mr. Tatman's effort in this development as well. He noted his appreciation for the President of the Eagle Ridge Homeowner's Association, Ben Johnson, for what he had done for the subdivision.

Mr. Thies mentioned that Mr. Johnson lives in the condominiums in Eagle Ridge Subdivision, and that many of the people there to speak at this public hearing, including himself, lived in the single-family residences. When looking at the map, one can see that substantially all of the

parking lot that would be on the south side of the retirement center would really line up with the single-family residence area in Eagle Ridge Subdivision. This was his biggest concern about the proposed development. He suggested that the developer flip the layout and move the parking lot to the north side and place the retirement center on the south side. This would solve his concern about the parking.

Safety and the security of the retirement center and condominiums were the developer's reasons for the layout of the proposed development. However, Mr. Tatman also mentioned that these areas would be secure with a fence around them. Since the area would be a secure area, then it would not matter if the parking were placed on the north side.

Mr. Thies talked about the sidewalk at the end of Morrow Court in Eagle Subdivision. It seemed non-sensible to him to keep that sidewalk in its place. It should be vacated and given to the residents of the homes on each side. He felt that would be the best thing to be done with the sidewalk.

Mr. Thies questioned if there was a commitment on the behalf of the developer to leave the space between the north edge of Eagle Ridge and the south edge of the retirement center as open space? Mr. Kowalski stated that as part of the planned unit development approval, the proposed development would have to be built just as it is on the plan. If there was a subsequent proposal to develop that open space or build something there, then the developer and the owners would need to get a new approval. Mr. Thies mentioned that the open space was an attractive feature to the residents in Eagle Ridge Subdivision.

Mr. Thies inquired about what was anticipated in the way of berms and foliage to act as a further buffer? He was concerned about going from condominiums and a parking lot in the proposed development to single-family housing in Eagle Ridge Subdivision. Mr. Kowalski noted that the developer had not submitted a landscape plan as part of the planned unit development. Staff felt that, because of the distance between the proposed parking lot and the single-family homes in Eagle Ridge Subdivision, it was not a great concern to have a specified landscaping plan submitted. Staff would work with the developer regarding foliage on the proposed property. Mr. Thies suggested that the Plan Commission consider requesting a landscape plan be part of the annexation agreement.

Charles Zukoski, of 202 Morrow Court, lives on the northeast corner of the sidewalk in question. He complimented the developers by saying that the proposed development would be a nice transition from multi-family housing to single-family housing. He felt that any concerns would be in the details rather than the concept of the proposed development.

He expressed concern about the sidewalk, in that the Eagle Ridge Subdivision was in the Thomas Paine School District. It is extremely hard for children to walk down to and along Philo Road and get somehow into Thomas Paine School property. Therefore, the children are bused from Eagle Ridge Subdivision to Thomas Paine School, whereas it could be a very easy walk or bicycle ride for the children if the sidewalk would continue through the development. However, the developer's decision to continue the sidewalk through the east side of the proposed property

would satisfy many of their concerns. As a result, he would request that the sidewalk beside his house, that would dead end into the fence, be removed.

Mr. Zukoski also expressed concern about the amount of parking lot lighting and the reflections from driving lights as cars are turning around and parking. He believed that 150 feet was a large distance and with the proper amount of landscaping, it would look very nice and indeed be very attractive. He agreed that flipping the exercise area and the parking lot would satisfy all of the residents concerns.

Mr. Alix inquired if the development was flipped around with the single-family development at the west end of the tract and the retirement center and condominium area at the east end, would Mr. Zukoski still want the sidewalk removed? Mr. Zukoski replied no. Mr. Alix asked if the residents of Eagle Ridge Subdivision wanted a sidewalk, whether on the east end or the west end, to connect to the north? Mr. Zukoski replied that was correct.

Barbara Morgan, of 202 Morrow Court, conveyed her concerns about a single-family dwelling with 75 units and a parking lot being developed right behind her house, even if it is 150 feet away. This is not what she considered to be a single-family dwelling. Happy House was developed on the west side of them, and the lights from the Happy House do impact their neighborhood. All of her concerns would be solved if the development were flipped with the retirement center on the south side and the parking lot on the north side.

Mr. Alix asked what her opinion was regarding the sidewalk? Ms. Morgan responded by saying that people use the sidewalk and then walk across the field where the proposed development would be built. They petitioned their children to go to Yankee Ridge School. It takes less time for her to walk her children to Yankee Ridge School, than it would for them to be bused to Thomas Paine School, which is closer. She felt that the City of Urbana would be much stronger if there was a connection with the local school and park district. However, having a sidewalk go down to a fence makes no sense.

Mr. Pollock questioned if the sidewalk that was to go through on the east side would satisfy her concerns about being able to get across the proposed property? Ms. Morgan said yes, because she believed Eagle Ridge was a safe community as well, and the children could walk down to the end of the block and use the sidewalk on the east side to get to the north.

Mr. Tatman re-approached to answer more questions from the Plan Commission. Mr. Pollock pointed out that a lot of the neighboring residential concerns seemed to focus on the location of the parking lot. He wondered if the intention of the developer to put the parking lot on the south end of this proposed development was strictly for safety reasons based on surrounding properties? Mr. Tatman replied that it was a little bit of both. They tried to take into consideration the rights and respect of the residents of Eagle Ridge Subdivision. They tried to design this whole property to be a very attractive development that would fit right in with the subdivision. That was why they put most of the green space on the south side. They planned to put a high-density shrubbery around the parking lots to shield the Eagle Ridge Subdivision from driving and parking lights. He mentioned that they were also planning to use low-density

parking lot lights and plant some landscaping along the fence as well. The purpose of the layout was to shield as much temptation from outside visitors as possible.

Ms. Stake asked if Mr. Tatman would consider switching the parking lot to the other side? Mr. Tatman commented that they have flipped the layout of the buildings around several times, and they have found that this is the best layout to get what they need and for the best protection of everyone.

Ms. Stake inquired about how Mr. Tatman suggested that the children walk to school? Mr. Tatman replied the same way they have walked to school in the past. Eagle Ridge has been there since 1980, and the children have managed to get to school. He did not see an obligation on him to make it easier for the children to get to school. He pointed out that the proposed sidewalk on the east side of this property would provide a pathway that would be closer than what the children currently have.

Mr. Alix questioned what type of security would be involved? Would it essentially just be the fence? Or would there be a guardhouse with 24-hour security? Mr. Tatman noted that the extent of the security would depend on what the Homeowner's Association wanted to pay for. It will have a gate, maybe an electronically guarded gate.

Mr. Alix stated that it appeared that it would be more expensive to put the parking lot on the south side, because it would require more pavement for vehicles to get back there. Although he believed that Mr. Tatman had a very nice plan with little for anyone from Eagle Ridge to argue about, he felt it would be worth it for Mr. Tatman, if he had not already done so, to consider moving the parking lot to the north side to cut the cost down. It would still be a nice looking community. He was trying to understand the thought process as to why the proposed development was laid out like this. Mr. Tatman responded by saying that there were two reasons, which were as follows: 1) The automobiles in the senior area would be out-of-sight. A lot of senior citizens do not drive that much, even if they have a car and 2) It provides more of what they were looking for at the retirement center. They can shield, berm, or tree whatever they would like on that side to satisfy the residents of Eagle Ridge Subdivision.

Ms. Goscha again asked about the location of the retirement center to the west and the single-family housing to the east. She asked for more details as to why he chose this layout. Mr. Tatman replied that the main reason was that the retirement center and the condominium area would be designed for people 55 years of age and older. By moving these areas to the west side of the property, these people would be closer to the grocery and drug stores and other businesses nearby. The gated community would allow them to shield off some of the adjacent neighborhoods to the north. It would be difficult to build homes compatible with Eagle Ridge and sell it in the front side area. Their thought process was that with the gated community and the landscaping that they would do would draw away from some of the area to the north of Colorado Avenue.

Ms. Goscha questioned what the quality of the single-family housing would be? Mr. Tatman answered that their intent was to be somewhere over the \$175,000 range. Eagle Ridge

Subdivision is in the \$200,000 or more range, and Stone Creek Subdivision was in the \$400,000 range. They wanted to provide something that would blend in with the two.

Mr. Jones re-approached the Plan Commission to respond the last question. The owners in Eagle Ridge would much prefer the current layout with single-family dwelling on the east side, because the east end of Eagle Ridge has yet to be developed. If it becomes single-family and they both butt into Stone Creek, then it would be a much better arrangement than flipping the retirement center to the east. Therefore, they would much rather see the present plan.

Mr. Pollock asked if the curve at the end of Colorado Avenue was planned to meet up with what was already poured in Stone Creek Subdivision? Mr. Kowalski replied yes. There were some discussions as to why that stub was poured in Stone Creek where it was, and the answer was that was the best guess, at that time, of where Colorado Avenue should connect. One reason it would be located a little bit south of where it should be to make the road straight was because it would run into a line of trees that are on the south edge of Lohmann Park. Mr. Alix noted that Colorado Avenue would run through more trees than just where it would connect to Stone Creek. Mr. Kowalski responded by saying that this layout would need to be altered a little bit to allow Colorado Avenue to jog down and miss most of those trees and curve to hit the stub in Stone Creek. The curve also gives the developer an opportunity when he gets to preliminary platting the single-family subdivision to possibly offer a home site or two on the north side of the road.

Mr. Alix commented that the intersection of Philo Road and Colorado Avenue was not currently aligned well. He asked if Colorado Avenue were turned into a collector street, would it be realigned to the south? Mr. Kowalski answered yes. The annexation agreement includes provisions for the Funeral Home site and three acres next to it to dedicate enough right-of-way to redo that intersection similar to what was done at Washington and Vine Streets. He added that in time that intersection would have a traffic light, because traffic was already starting to pick up there.

Mr. Pollock pointed out that when the sidewalk on the east was built, it would lead to a street that comes off the entry into the single-family subdivision. There are no sidewalks indicated on the plan that shows sidewalks on either side of this street. Will there be sidewalks on both sides of this street in the single-family area, so that pedestrians and bicyclists can stay on the sidewalk up to Colorado Avenue? Mr. Kowalski replied yes. The requirement was for sidewalks on both sides of those streets.

Mr. Alix mentioned that he was excited to see this plan. He felt it was almost the perfect utilization for this particular combination of certain transitional land. There is some of the lowest density residential housing in the City on one side. There are high-density apartments, a future storage facility, and a current funeral home on the other. This was a difficult parcel to plan for. It would be hard to come up with a better combination of uses for this site. He liked that it was a reasonably attractive layout and that it met the need for a variety of types of housing on a smaller scale. It would really help to encourage the growth and recovery of the Sunnycrest area in general. It speaks well of the project that the best thing to argue was which side the parking lot should be on.

Mr. Alix commented that if he was laying this out, he would put the parking lot on the north side and the exercise area and walking park on the south side, but that alone was not sufficient reason for him to argue against the proposal. He felt it would be a great project.

Mr. Douglas noted that there was a lot of talk about safety and sidewalks. However, he had not heard anyone address the safety of children crossing Colorado Avenue.

He agreed with Mr. Alix in that he liked this plan. There is give and take to everything, and he did not feel that the developer should design this in conjunction with Eagle Ridge Subdivision. He liked the way it was laid out. He believed that the developer should be required to use the amount of greenery that the developer of Eagle Ridge should have used.

He suggested that the developer stay in communication with the Eagle Ridge Homeowner's Association and working with them. He believed that the low-density lighting should work. He would have no problem with voting in favor of this project.

Ms. Goscha stated that while she agreed this would be a good use of the land, it bothered her fundamentally that there would be a progression of people living in single-family homes moving to condominiums for people 55 years of age and older, going to the retirement center and ending up in the funeral home. Psychologically, people living in the retirement facility looking at a funeral home would not be a positive way to layout land. Therefore, she agreed that there should be some kind of landscape screening between those two uses and also between Eagle Ridge and essentially a multi-family use. If this were an apartment building for students, there would be a holy uproar right now regarding the kind of density that would be going in adjacent to single-family homes.

She was also concerned with the overall feeling that because there was Section 8 housing to the north, the developer felt the need for a security gate between that housing and the retirement center. The City of Urbana was trying to blend people more to give everybody a place and not an isolated place to live. By composing the wrought iron fence as a buffer, but clearly as a security buffer, that psychologically and philosophically she had a problem with. This was the reason why she suggested that the layout be flipped with the single-family housing to the west and the senior retirement housing to the east. The idea of senior citizens close to business would be a good thing, because they do walk a lot. However, they would not be offered a lot of opportunity to walk, because the only way they could get out of their gated community was to go through the one entry way. If we are truly promoting walking, then there should be some additional gates within the iron fence to allow that more freely.

Mr. Alix clarified that there was no such thing as Section 8 housing units. The fact that the owners of the buildings to the north may rent to Section 8 tenants was not something that was appropriate for the Plan Commission to take into account.

Mr. Kowalski reminded the Plan Commission that they needed to take two separate actions: one for each case.

Mr. Alix moved that the Plan Commission forward Plan Case 1871-A-03 to the City Council with the recommendation for approval. Ms. Goscha seconded the motion. The roll call was as follows:

Mr. Douglas	-	Yes	Ms. Goscha	-	Yes
Mr. Pollock	-	Yes	Ms. Stake	-	Yes
Mr. Alix	-	Yes			

The motion was approved by unanimous vote.

Mr. Alix moved that the Plan Commission forward Plan Case 1871-M-03 to the City Council with the recommendation for approval. Mr. Douglas seconded the motion.

Ms. Stake made a motion for an amendment to require more screening for the parking lots and more screening between the retirement center and the funeral home. Mr. Pollock seconded the motion.

Mr. Pollock asked what was required for screening as being proposed without the amendment to the motion? Mr. Kowalski answered that technically what was being shown on the site plan would be what would be required.

Mr. Alix argued that the same landowner owns both the funeral home and the tract to be developed. Therefore, the City would be requiring the property owner to provide screening for himself. He commented that would be bizarre.

Ms. Goscha pointed out that there was a motion on the floor to approve the rezoning of the three-acre tract from R-2 to B-3. This is not the tract that includes the planned unit development or the single-family homes. Therefore, the amendment to the motion was inappropriate. The amendment should have been made to the first motion regarding the annexation agreement. Mr. Kowalski stated that was technically true. However, it would not be inappropriate to take it as a general recommendation.

Mr. Alix withdrew the motion to approve Plan Case #1871-M-03. Mr. Douglas approved the withdrawal.

Ms. Goscha moved that the Plan Commission reconsider Plan Case #1871-A-03. Ms. Stake seconded the motion. With no objection, this case regarding the annexation agreement was reopened and back on the floor.

Ms. Stake made a motion for an amendment to ask the City Council to require more additional buffering for the parking lot and more screening between the retirement center and the funeral home. Ms. Goscha seconded the motion.

Ms. Stake said that she was responding to the concerns of the people in the Eagle Ridge Subdivision. Mr. Alix commented that 150 feet was far in excess of what the City could require a developer to provide in terms of buffering, and he was willing to show that as a show of “good

faith". The purpose for requiring buffering was to prevent one landowner from causing harm to another landowner, and in this case the landowners are one and the same. He believed that requiring the landowner to provide buffering between two co-developed pieces of property, which he owns, was beyond the scope of what the City should be involved in. Therefore, he would not support the additional hurdles.

Ms. Stake said that the planned unit developments were not developed to be a problem for other areas. Residents of Eagle Ridge Subdivision do not want to lose part of their quality of life. The proposed development should not infringe upon the existing areas.

Mr. Pollock agreed with Ms. Goscha in that the assumption that Section 8 housing automatically means that there are some safety concerns was misplaced. However, he also believed that this development was laid out the way it should be with single-family housing butting up against two different single-family developments on either side and a residence for older folks much closer to the commercial area that they would need to access. The developer had already said that he was willing to do the screening that was necessary to make the residents of Eagle Ridge Subdivision more comfortable. He supported the main motion and the general motion.

The motion to amend with Ms. Stake's proposal was passed by a 4 to 1 vote.

The roll call for Plan Case #1871-A-03 as amended was as follows:

Mr. Alix	-	Yes	Mr. Douglas	-	Yes
Ms. Goscha	-	Yes	Mr. Pollock	-	Yes
Ms. Stake	-	Yes			

The motion was passed by unanimous vote.

Mr. Alix moved that the Plan Commission forward Plan Case #1871-M-03 to the City Council with the recommendation for approval. Ms. Goscha seconded the motion. Roll call was as follows:

Mr. Alix	-	Yes	Mr. Douglas	-	Yes
Ms. Goscha	-	Yes	Mr. Pollock	-	Yes
Ms. Stake	-	Yes			

The motion was passed by unanimous vote.

Mr. Alix commented that he was happy to see the provision made in the annexation agreement to actually construct Colorado Avenue to connect to Stone Creek Subdivision. He reiterated that Smith Road needed to be connected to the north edge of Stone Creek as well. He asked that staff continue to put pressure on the requisite powers that be to see that this be done more expediently than having to wait for the north phase of Stone Creek Subdivision to be final platted.

Mr. Kowalski mentioned that these two cases would be presented to the City Council on December 1, 2003.



# NEIGHBORHOOD MEETING

## NEIGHBORHOOD MEETING

**November 6, 2003**

**7:00 PM**

**St. Matthew Lutheran Church**  
**2200 S. Philo Road**  
*(in the basement)*

There will be a neighborhood meeting to discuss a proposed development on the tract of property commonly referred to as the "Golliday Tract". This property is located just north of the Eagle Ridge Subdivision. A proposal to annex and rezone the property to allow a mixture of residential uses (including senior housing, condominiums and single-family homes) will be coming up for a public hearing with the Urbana Plan Commission and City Council in late November / early December. Notice for those meetings will be forthcoming as well. This Neighborhood Meeting will be an opportunity to learn about the proposal and the process for consideration by the city. The developer and property owner will be presenting the proposed development plan and city staff will discuss the annexation and rezoning process.

For questions call Rob Kowalski, Planning Manager with the City of Urbana at 384-2440. E-mail: [rgkowalski@city.urbana.il.us](mailto:rgkowalski@city.urbana.il.us)

***We hope to see you there!***



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