



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

M E M O R A N D U M

TO: Bruce K. Walden, CAO

FROM: Elizabeth H. Tyler, Director

DATE: February 17, 2005

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

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

Introduction & Background

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

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

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

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

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

Issues and Discussion

Analysis of Proposed Change

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

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

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

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

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

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

Summary of Staff Findings

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

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

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

Options

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

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

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

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

Staff Recommendation

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

Prepared By:

Rob Kowalski, Planning Manager

c: Paul Tatman, Developer
Chuch Guthrie, BWC Engineers

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

ORDINANCE NO. 2005-02-024

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

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

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

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

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

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

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

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

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

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

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

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

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

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 _____, 2005.

AYES:

NAYS:

ABSTAINED:

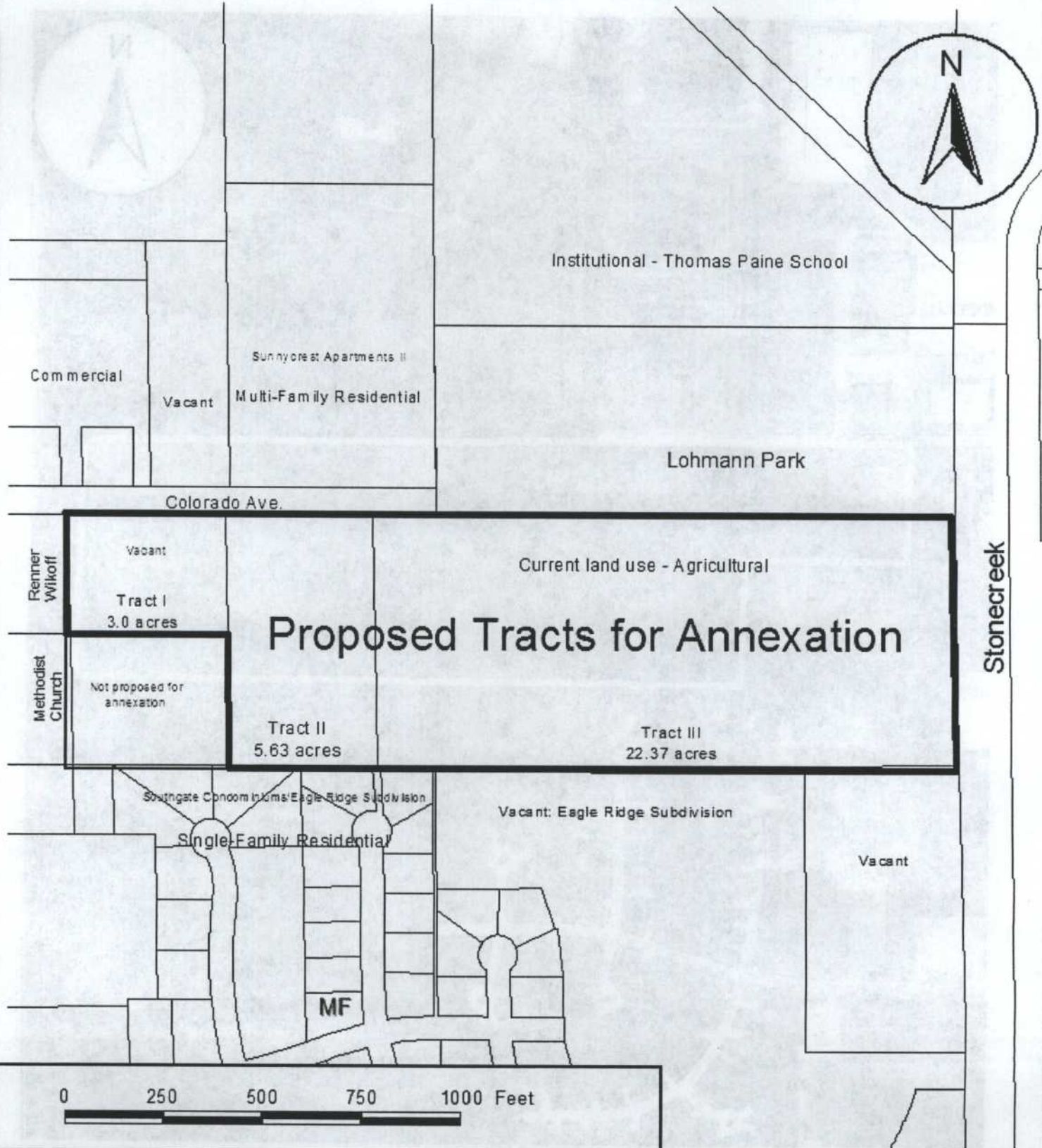
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2005.

Tod Satterthwaite, Mayor

Location Map

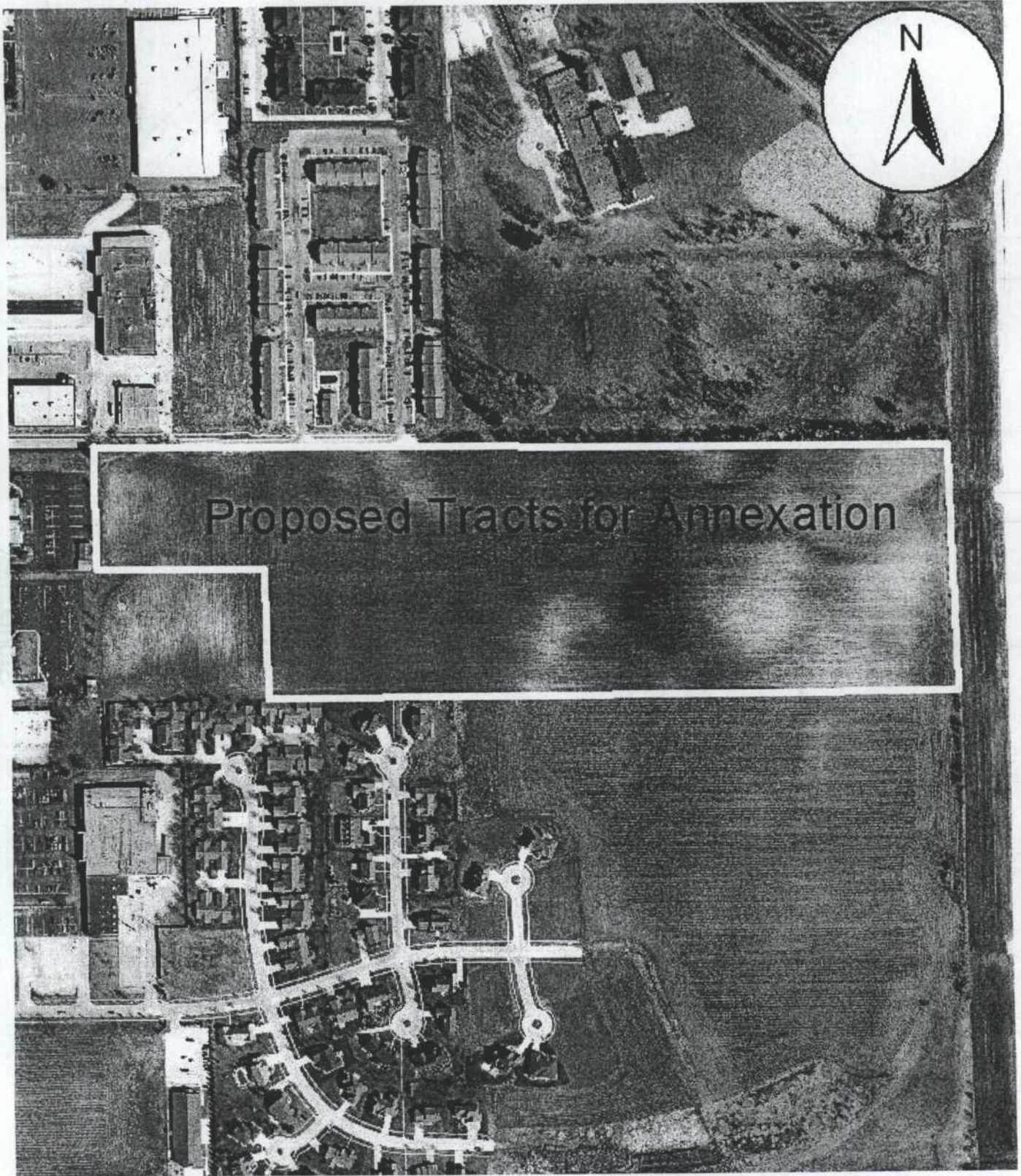
EXHIBIT "A"



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

Exhibit "B": Aerial

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 - lbf

Hingtgen & Naugle
Amended Annexation Agreement

THIS Agreement, originally made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and John J. Hingtgen and Virgil J. Naugle (hereinafter referred to as the "Owners") and the Paul Tatman Enterprises, Inc. (hereinafter referred to "Developer") was adopted and executed under Ordinance No. 2003-12-139 on December 1, 2003. ~~The effective date of this Agreement shall be as provided in Article III, Section 6.~~

WITNESSETH:

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

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

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

WHEREAS, subsequent to annexation on March 15, 2004 the Owners ~~have entered into a contract with~~ sold Tracts II and III to Paul Tatman Enterprises, Inc. (Developer) to develop a Senior Retirement Center as a Residential Planned Unit Development (PUD), 38- 42 residential condominiums as a Common-lot-line 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 original Owners retained ownership of Tract I with 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 determined d that immediate annexation of the tracts ~~is~~ was 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~~were directly converteded 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~~found it necessary and desirable that Tract I, as described in Exhibit "A" be rezoned to the B-3, General Business Zoning District upon annexation for the future purposes of constructing a banquet center to be used in conjunction with the adjacent funeral home under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

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

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

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

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

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

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

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

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

The Owners further agree that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject tracts. If the subject tracts are to be platted for subdivision, the Owners agree that the substance of this provision regarding annexation shall be included in the subdivision covenant and such will constitute a covenant running with the land.

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

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

Section 4. Zoning. The Owners agree to accept the direct conversion of the Champaign County R-2, Single-Family Residence Zoning District to the City R-2, Single-Family Residential Zoning District as provided for by the Urbana Zoning Ordinance Section IV-5 and as such exists at the time of annexation for Tracts II and III as described in Exhibit “A”. The Owners acknowledge that upon annexation, Tract I as described in Exhibit “A” will be rezoned from the County R-2, Single-Family Residence Zoning District to City B-3 General Business. The Owners agree that, unless changed upon the initiative of the Owners the said City zoning classification for all tracts shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the tracts. The Owners agree to use the tracts only in compliance with the Urbana Zoning Ordinance and this agreement as such may be amended from time to time.

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

Section 6. Residential Planned Unit Development (PUD) Plan. The Owners/Developer agree that this annexation agreement hereby approves a Special Use Permit to establish a Residential Planned Unit Development (PUD) for Tract II ~~and a portion of Tract III~~ herein called “PUD Tract” and described in Exhibit “~~CA~~”. The Owner/Developer further agrees that the development of the PUD Tract for a Residential Senior Retirement Center shall be in strict conformance to the attached site plan and project data attached hereto as Exhibit “D” ~~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 and/or tree materials that will block headlights year round and trees that will mature to a -shade height of 40+ feet. The Developer shall consult with the Urbana City Arborist concerning appropriate plant materials. The City Arborist shall approve the plan and materials shall be planted prior to the issuance of a Certificate of Occupancy for the Senior Retirement Center.

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

Section 7 8. Single-Family Residential Subdivision. The Owners/Developer agree that the remaining portion of Tract III east of the described PUD Tract shall be developed as a single-family residential subdivision as illustrated and attached hereto as Exhibit “E”. Minor adjustments to the layout of the single-family residential subdivision from the attached site plan in Exhibit “E” may be authorized as final engineering and surveying for the alignment of Colorado Avenue extended is determined. The subdivision must satisfy the requirements of the Urbana Subdivision and Land Development Code as well as the Urbana Zoning Ordinance.

Section 8 9. Subdivision Plat Preparation. The Developer agrees to prepare Preliminary and Final Subdivision Plats for Development in substantial conformance with the layout shown in the attached site plans and in compliance with the City of Urbana Subdivision and Land Development Code except as waived under Section II.5 of this agreement.

Section 9 10. Colorado Avenue. The Developer agrees to meet and confer with the Corporate Authorities to negotiate a separate agreement concerning the improvement and completion of Colorado Avenue to a collector level classification of roadway. The agreement shall outline the design specifications for the improvements and shall determine the respective obligations of the Developer, City, and other parties’ for the engineering, construction and costs for completing improvements to Colorado Avenue.

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

Section 10 11. Other Infrastructure Improvements:

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

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

- B. **Infrastructure within the Residential Planned Unit Development and the Common-lot Line Residential Development.** The Developer agrees that all infrastructure within the Planned Unit Development shall be constructed to the standards of City codes and ordinances, ~~but shall not be dedicated to the City and shall be privately maintained by a private homeowners association.~~ The Developer further agrees that the roadway to serve the Common-lot-Line Residential Development shall be dedicated to the public upon recording of the final subdivision plat creating the lots. There shall be on-street parking permitted on only one side of the public road serving the Common-lot Line Residential Development. —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. The Corporate Authorities agree to grant waivers to the Subdivision and Land Development Code as specified in Article II Section 5 of this agreement.

- C. **Infrastructure within the Single-Family Residential Subdivision.** The Developer agrees that all infrastructure within the Single-Family Residential Subdivision shall be constructed to the standards specified in the City of Urbana Subdivision and Land Development Code except as waived under Article II, Section 5 of this agreement. In an effort to better connect local streets with residential neighborhoods, the Developer agrees to extend one of the proposed cul-de-sac streets to the south property line in order to connect to a potential local street in the Eagle Ridge Subdivision. Such a connection will require the

willingness of the Developer of the Eagle Ridge Subdivision to amend the approved Eagle Ridge Subdivision Preliminary Plat in order to provide the connection. The Developer agrees to work with the City and the Developer of the Eagle Ridge Subdivision to consider this connection. The opportunity to make the roadway connection shall be considered at the time the Developer requests Preliminary Plat approval for the Single-Family Residential Subdivision. In the event a roadway connection cannot be accomplished, the Developer agrees to accommodate a five-foot wide walkway between two single-family residential lots on the south side of the development in order to connect future pedestrian sidewalk facilities from the Eagle Ridge Subdivision to the sidewalk along the proposed roadway. The exact location shall be determined by the Developer and City Engineer upon platting of the single-family residential subdivision. The width of the sidewalk shall be five feet within a 10-foot dedicated right-of-way and meet all construction standards for sidewalks in the Subdivision and Land Development Code.

Section 11 12. Timing of Construction. The Developer agrees to commence development on Tracts II and III within 24 months from execution of this agreement and to complete construction of Colorado Avenue within 12 months of recording the final subdivision plat for Tracts II and III. An extension of 12 months or less may be authorized upon written agreement from the Corporate Authorities. It is agreed that no building permits shall be issued for development on Tracts II or III prior to an executed agreement concerning the improvements to Colorado Avenue as stipulated in Article I Section 9 above.

Section 12 13. Dedication of Improvements and Easements. The Developer agrees to dedicate public improvements, including public streets and rights-of-way, and to provide necessary easements for utilities as a part of the subdivision plat(s) for the Development. However, the proposed stormwater detention basin shall be the responsibility of the future Homeowner's Association for the Development and shall not be dedicated to the City. An acceptable stormwater detention basin operation and maintenance plan and the responsible party to operate and maintain such basin plan shall be reviewed and approved by the City Engineer prior to the release of a Performance Bond. The Owners/Developer understand that all grass/plantings in the right-of-way areas along Prairie Winds Circle and Prairie Winds Drive shall be privately maintained by the Owner/Developer or subsequent Homeowner's Association as stipulated in any subdivision restrictions or covenants.

Section 13 14. Code Compliance. The Owners/Developers agree to cause all new development, construction, or additions on said tract to be in conformance with all City of Urbana building, electrical, fire, and plumbing codes, orders or regulations in effect at the time of annexation. The Owners agree to submit all building construction plans to the City of Urbana for review. The Owners further agree to correct any deficiencies identified in said plan review.

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

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

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

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

Section 2. Zoning. The Corporate Authorities agree that Tract I as described in Exhibit “A” will be zoned B-3, General Business as provided by the Urbana Zoning Ordinance upon its annexation to the City. The Corporate Authorities further agree that Tract II and Tract III as described in Exhibit “A” will directly convert from Champaign County R-2, Single Family Residence zoning to City R-2, Single-Family Residential zoning. The Corporate Authorities agree that all applicable development regulations existing at the time of annexation will apply to said tracts. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owners requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property.

Section 3. Residential Planned Unit Development (PUD). The Corporate Authorities agree to approve a Special Use Permit for a Residential Planned Unit Development (PUD) Plan on Tract II ~~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 and Common-lot line Residential Development.** The Corporate Authorities agree to accept all dedicated infrastructure within the Single-Family Residential Subdivision and the Common-lot line Residential Development subject to the requirements of the Urbana Subdivision and Land Development Code.

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

- 1) ~~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) ~~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 Common-lot line Residential Development; and
- 3) ~~3)~~ to allow a waiver to construct a five-foot sidewalk on only one-side of the private drive within the Residential Planned Unit Common-lot line Residential Development. The sidewalk shall be constructed along the house side of the private drive street.
- 4) To allow a substandard curve radius of 35 feet along Prairie Winds Drive at the southwest corner of the roadway.

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

1. To permit a reduction in the required lot area for the condominium development on lots #66, 67, and #68 as shown on Exhibit “E” from the required 4,500 square feet to no less than 3,556 square feet.

2. To permit a reduction of the required front yard setback for the condominium development on lots #59-72 as shown on Exhibit "E" from the required 15 feet to 10 feet.

Section 6 7. Tax Reimbursement. During the term of this Agreement, the City agrees to pay the Owners an amount equal to the difference between the real estate taxes which would be paid for each of the tracts if they were located outside the City and the amount paid as real estate taxes for each of the tracts when inside the City on an annual basis within sixty (60) days of submission by the Owner to the City Community Development Director of the paid tax bill for each of the tracts and a written computation of such difference. For Tract I, in the year the building permit is issued, said reimbursement shall be prorated based on the number of months during the year before the permit was issued. For example, if the permit is issued anytime during July, then the reimbursement shall be for 7/12 of the annual tax amount (seven months being January thru July).

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

Section 7 8. Amendments - The City shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the Tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner, or Owners of the portion of the Tract which is directly the subject of the amendment.

ARTICLE III: GENERAL PROVISIONS

Section 1: Term of this Agreement -- This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said five-year term. By mutual agreement, the term of this Agreement may be extended.

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

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

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

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

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

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

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

Corporate Authorities
City of Urbana:

Owners / Developer:

Tod Satterthwaite, Mayor

Paul Tatman

Date

Date

ATTEST:

ATTEST:

Phyllis D. Clark
City Clerk

Notary Public

Date

Date

Exhibits attached and made a part of this Agreement:

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

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

Exhibit "C": Legal Description and map of Tracts approved for Residential Senior Retirement Center Planned Unit Development ~~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 Common-Lot Line Residential Development and Single-Family Residential Subdivision

MINUTES OF A REGULAR MEETING

URBANA PLAN COMMISSION

DRAFT

DATE: February 10, 2005

TIME: 7:30 P.M.

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

MEMBERS PRESENT: John Cooper, Lew Hopkins, Randy Kangas, Michael Pollock, Bernadine Stake, Don White

MEMBERS EXCUSED: Laurie Goscha, Marilyn Upah-Bant

STAFF PRESENT: Rob Kowalski, Planning Manager, Teri Andel, Planning Secretary

OTHERS PRESENT: Bill Bagby, George & Nancy Boyd, Richard Fitzsimmons, Bjorg Holte, Gabriel Lewis, Joyce Phares, Karen Smith

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

The meeting was called to order at 7:30 p.m., the roll call was taken, and a quorum was declared.

2. CHANGES TO THE AGENDA

Plan Case No. 1918-SU-04 was tabled until the next meeting of the Plan Commission, which was scheduled to be held on Thursday, February 24, 2005

3. APPROVAL OF MINUTES

Mr. White moved to approve the minutes from the January 20, 2005 meeting of the Plan Commission as presented. Mr. Kangas seconded the motion. The minutes were approved by unanimous voice vote.

4. COMMUNICATIONS

- Letter from Helaine Silverman

5. CONTINUED PUBLIC HEARINGS

There were none.

6. OLD BUSINESS

There was none.

7. NEW PUBLIC HEARINGS

Plan Case # 1871-A-03: Request to revise an Annexation Agreement and approved Planned Unit Development (PUD) for the Prairie Winds Subdivision located on the south side of Colorado Avenue approximately 394 feet east of Philo Road.

This case was heard in conjunction with Plan Case No. 1902-S-04: Revised Combination Preliminary and Final Plat of the Prairie Winds Subdivision under New Business on the Agenda. Please see New Business for the minutes regarding these two cases.

Plan Case # 1918-SU-04: Request by the Apcon Corporation for a Special Use Permit to allow a concrete and asphalt recycling plant located on the north side of Somer Drive, west of North Lincoln Avenue in the IN, Industrial Zoning District.

This case was tabled until the next scheduled meeting of the Plan Commission.

Plan Case #1916-A-04: Annexation Agreement for a 2.22-acre parcel located at 3303 East Windsor Road.

This case was tabled until the next scheduled meeting of the Plan Commission.

Plan Case #1916-M-04: Rezoning of a portion of 3303 East Windsor Road upon annexation from Champaign County AG-2, Agricultural to City R-3, Single and Two-Family Residential.

This case was tabled until the next scheduled meeting of the Plan Commission.

8. NEW BUSINESS

Plan Case No. 1902-S-04: Combination Preliminary and Final Plat of Prairie Winds Subdivision.

Mr. Kowalski presented this case along with Plan Case No. 1871-A-03. He began with a background of the original plan case and talked about the first amendment that was approved in September of 2004. He pointed out the proposed revisions that the petitioner was requesting be

made to the preliminary and final plats. Those revisions included subdividing the one lot, where the condominiums would be built, into 42 individual lots, one lot for each unit. Also, the private road that was originally approved would now become a public roadway. He summarized staff finds, read the options of the Plan Commission and presented staff's recommendation, which was as follows:

Based on the evidence presented in the discussion above, and without the benefit of considering additional evidence that maybe presented during this meeting, staff recommended that the Plan Commission forward Plan Case 1871-A-03 and Plan Case 1902-S-04 to the Urbana City Council with a recommendation for approval.

Ms. Stake inquired where the utilities would be located with a 10-foot setback. Mr. Kowalski answered by saying that many of the utilities would be located in the right-of-way or within the front 10 feet. The plat showed that the utilities, in this case, would be located in the front 10-feet of each lot.

Ms. Stake thought it was a great idea to have a Planned Unit Development (PUD). So, why did they not want to stay with it? Mr. Kowalski replied that the PUD regulations did not necessarily accommodate for subdivisions. The PUD regulations were intended for a development by one owner, such as a shopping center or strip mall, where the owner would lease out each of the spaces. However, there were many requirements for re-approvals for whenever lots would be subdivided or sold. In this case, the original proposal of it being one lot was okay to be considered a PUD. Now, that there would be individual lots created and sold to different people, it made it very difficult to use the PUD standards. It was not a preference of the petitioner whether the development was a PUD or a subdivision. The development layout would stay the same; however, it would be more advantageous for the petitioner to be able to sell the entire lot with the condominium unit on it rather than just the interior of the unit.

Ms. Stake questioned if the open space in the middle of the development would remain the same as planned. Mr. Kowalski said yes. The large detention pond would have a walking trail around it.

Ms. Stake inquired if this was the case that the Mass Transit District (MTD) originally had problems with how people would get to the bus stop. Mr. Kowalski said yes. However, the problem was not with the condominium area, but instead it was with the single-family subdivision side. The original proposal was for the single-family area to be a cul-de-sac. MTD had some concerns about not connecting developments very well. After the Plan Commission had discussed this at one of the previous meetings, the developer decided to stub the street to the south, so that it could someday connect with roads inside the Eagle Ridge Subdivision. MTD was satisfied with this.

Ms. Stake asked if all of the lots would front on a public street in the condominium area. Mr. Kowalski said yes. Ms. Stake questioned who would be required to take care of the street. Mr. Kowalski responded by saying that the City of Urbana would take care of and maintain the street. The City felt it would be better in the long run for the public if the City took care of the

street. He pointed out that by making it a public street, there would not be a gate to make it a gated community.

Mr. Hopkins questioned whether there would still be a fence since the private street would become a public street. Mr. Kowalski answered by saying that there would be a fence around the property, but there would not be a fence restricting any kind of access to the street or into the development.

Mr. Hopkins expressed his concern with a precedent being set with regards to a street being laid out in a way that if it were a public street, it would be arguably quite illogical, because there would be a second street parallel to the street immediately to the north of it. It would essentially be a fenced community without a closeable gate with private streets that go nowhere. The public would be asked to maintain the streets, but would not be welcomed in. The idea of the design of the proposed layout was to keep everyone else out.

In looking at the subdivision map, the right-of-way of the street would abut property lines to the south and to the west. It was not clear to him who would be responsible for the land between the street and the backyards of the adjoining residential homes. Normally, the City would not allow the right-of-way to abut the backyard of adjoining properties. There would not be a sidewalk or anything else, except presumably a fence. In essence, it would be a private street that would be maintained by the public. Mr. Kowalski replied by saying that would be true, and in most cases, the City tried to avoid double frontage lots, where a right-of-way backs up to a lot that had frontage on another street on the other side. In this case, the City made it clear in the annexation agreement that it would be the responsibility of the owners to maintain the right-of-way. Mr. Hopkins commented that it would be a collective responsibility of the homeowner's association, and not the individual responsibility. So there would be people whose backyards backed up against the public right-of-way, which would be the responsibility of a homeowner's association to maintain, and they would not be members of the homeowner's association. He felt this would set a bad precedent.

Ms. Stake asked if there would be a sidewalk. Mr. Kowalski pointed out that there would be a sidewalk in front of all of the units on the interior or the street. There would also be a sidewalk in front of the four duplexes/units on the south side of Prairie Winds Circle.

Ms. Stake commented that she remembered the problems with Anderson Street, where there was a road that went through people's back yards. Those people were not very happy. It sounds like the same thing that would be happening here.

Mr. Kangas moved that the Plan Commission forward both Plan Case No. 1871-A-03 and Plan Case No. 1902-S-04 to the City Council with recommendations for approval. Mr. White seconded the motion.

Mr. Hopkins stated that it was a bad precedent. The design was appropriate as a PUD, but would be inappropriate for reasonable subdivision layout logic of streets, how much the public should be paying for streets, and single-loaded streets instead of double-loaded streets. This was the kind of thing that the City should not be doing. The original logic for the design layout was to

create a gated community for a particular population. It would have been paid for by that particular community. It did not make sense as a public subdivision layout. He stated that he would vote against it. Ms. Stake agreed and said that she would vote against it as well.

Mr. Kowalski noted that the City would restrict any access from the single-family subdivision onto Prairie Winds Circle through the subdivision plat. There would be a fence there anyway.

Roll call was as follows:

Mr. Cooper	-	No	Mr. Hopkins	-	No
Mr. Kangas	-	Yes	Mr. Pollock	-	Yes
Ms. Stake	-	No	Mr. White	-	Yes

The motion failed by a vote of 3-3.

Mr. White felt it was a good plan. The developer would be paying for the construction of the roads, and the layout of the lots was nice for condominiums to face out onto the water. He did not see a reason for having roads to go all the way through all of the developments. There were many cul-de-sac streets and dead-end streets that service mostly people that live along those streets. He did not see this proposal as being all that much different.

Mr. Pollock commented that it seemed that the Plan Commission were fairly well set in their votes. He suggested that the Plan Commission send the case to the City Council with a 3-3 vote and no recommendation. The rest of the Plan Commission agreed. Mr. Kowalski stated that it would be forwarded to City Council and be heard on March 7, 2005.

9. AUDIENCE PARTICIPATION

Bill Bagby, of 2314 North High Cross Road, passed out some handouts about smart growth and the Rural Urbana Roads and Land (R.U.R.A.L.) Preservation Group’s views on the study being done on IL Route 130 and U.S. Route 150. He noted that he was concerned about the Comprehensive Plan Update 2005. It was a wonderful document and was well pleased with most of it.

Goals 1-18 of the Comprehensive Plan Update 2005 reflected the smart development strategies mentioned in the handout, which was an article written by the U. S. Environmental Protection Agency. The Comprehensive Plan addressed issues like reducing automobile dependence and protecting the air, water and wooded areas. It called for more parks, trails and trees.

There were two things, however, that he noticed stood out as in direct conflict with the rest of the goals and objectives. One of them was Goal 49.2, which was to create a ring of higher speed corridors around the urbanized area. City staff had told the RURAL Preservation Group that this goal would be deleted from the final plan. He hoped to see this come true.

The second item that concerned the group even more was the new roads and especially the extension of the I-74/University Avenue exit over to High Cross Road. This would dump an

unnecessary amount of traffic onto High Cross Road. Even though most of the traffic would head south on High Cross Road from the exit, it would encourage auto travel and more car ownership, not discourage it as the Comprehensive Plan Goals call for. It would make it dangerously easy for criminals to get in and out of the City and disappear. It would be way too easy for residents to leave in town business and head to the outskirts of town to shop. He pleaded to the Plan Commission to not sacrifice the beautiful, green belt surrounding the community for a scenario that would only erode the in-town tax base.

The map indicating a new road every half mile that was recently included in the Comprehensive Plan Update 2005 was completely outdated and not at all in line with the smart growth principles. It lacked any detail thought about the area. In fact, it was the same map that was included in the previous update of the Comprehensive Plan, and it offered none of the vision for the future that the rest of the Comprehensive Plan Update 2005 offered.

They need intense, compact development in town. This intense development would increase property values and the City's tax base. It would help attract small businesses. It would probably be the only way that the City of Urbana could keep the University of Illinois (U of I) from continuing to erode the City's tax base with eminent domain.

If you want a city to thrive, then you need to bring people to the city and give them what they need to stay there, so that business could survive. This would mean providing living spaces to rent and restaurants and stores to shop in. The City of Urbana had a great opportunity with the U of I to have mostly bicycle or bus travel. There were an incredibly large number of students living in the City of Urbana. The City could take advantage of this and turn the whole tax problem around.

Bjorg Holte, of 1001 North High Cross Road, was impressed with the Comprehensive Plan Update 2005. She realized the amount of work that had gone into updating the plan. She noted that she lived in northeast Urbana, and she was pleased to see that the newly proposed Comprehensive Plan had allocated in the Future Land Use map a large area north of I-74 both east and west of High Cross Road as rural residential.

She talked about the issue of the access road, which would connect the University Avenue/I-74 interchange to High Cross Road between Anthony Drive and Perkins Road. She read the letter submitted by the RURAL Preservation Group.

George Boyd, of 3705 East Airport Road, stated that he lived in northeast Urbana as well. He had the understanding that Champaign County had jurisdiction over them as far as zoning. He talked about the maps that were included in the handouts. The first map illustrated their contention of the mistake and belief that there would be a great savings of time and distance by spending millions of tax dollars into modifying the existing I-74 intersection with University Avenue by connecting it to High Cross Road. He talked about the differences between the existing road between US Route 150 and University Avenue and the proposed new route connecting IL Route 130 and I-74 /University Avenue exit.

The second map illustrated a ring road high-speed corridor with a suggested alternative. They suggested using existing roads, connects and balance proposals to the west and south of the communities. This would not impact the last visage of the Big Grove area and the valuable Saline Green Belt, which was habitat to countless wildlife species, many of which are in peril. They recommend that each of the Plan Commission members take a drive through these areas, then look 20 years into the future and protect their agriculture and environmental assets for future generations. Please leave a legacy of responsibility.

Ms. Stake stated that the City had been talking about using High Cross Road or Cottonwood Road as part of the ring road. Was he suggesting that the City should go even further where there was already a road in order to save the Trelease Woods and Prairie and the Saline Stream? Mr. Boyd replied that they object to all the future roads, which were laid out in the quadron east of High Cross Road and north of Anthony Drive. The City was proposing to put a road between High Cross Road and Cottonwood Road connecting with Olympian Drive, which according to CUUATS literature, the proposed roads would support freight traffic, which would mean semis delivering things in the middle of the night. They certainly do not want freight traffic or heavy traffic of any kind running through this area during the night.

Mr. Boyd stated that the 1800 East Proposal balanced perfectly with Rising Road on the west side of the City of Champaign. If you drive around on Rising Road, Curtis Road, Olympian Drive and 1800 East, you would find that they all look the same. There was a perfect opportunity to install a properly designed diamond intersection to connect with I-74, and it would provide an access from US Route 150.

In addition, the future Walmart development would not attract customers from the west quadrons, because there was going to be a new Super Walmart in Rantoul, a new Super Walmart in Champaign, and there was already a Super Walmart in Savoy. Customers would be coming from the east.

Richard Fitzsimmons, of 4004 North Willow Road, stated that he watched two members of the Plan Commission stare at the ceiling as people were talking. It was a shame that when people talked, the Plan Commission did not feel it was important. However, when the Plan Commission talked, then it was very important. It would be nice for the Plan Commission to consider where they live, because they would have a little different outlook. He went on to talk about how the Plan Commission members were appointed, and he felt that they were biased because of it.

He spoke about how everyone, who lived in his neighborhood, opposed the garbage transfer station being developed near them. No one listened to them, and now they have roads that have been torn up by the large garbage trucks and semis.

Now, the people have legitimate reasons to address the Plan Commission regarding the ring road, and he was afraid that they were not going to be heard once again. These people were concerned about a number of things including safety. If the City puts in a road around a U of I wooded area, then many people were going to be involved in accidents from hitting deer. There was a guarantee that this type of accident would occur more than once, because there were herds of

deer that live in the area. The City of Urbana needed to consider the consequences of the actions they took.

Mr. Fitzsimmons stated that they could sway an election if he needed to. For the betterment of the City of Urbana, he pleaded that the Plan Commission take into consideration the betterment of the people in the rural areas surrounding the city.

Karen Smith, of 3306 Nordland Drive, stated that her family had lived there since 1978. Over the years, she had watched the traffic increase on High Cross Road to the point where she did not feel safe riding her bicycle on the road anymore. The speed limit had been increased to 40 mph as well.

She noted that on her way to work in Rantoul every morning she could count on seeing herds of deer. Since she had traveled these roads for the last several years, she knows where the deer cross the roads. People who are not aware of these crossing areas would get hurt. Not only does the City need to think about people getting hurt driving in this area, but they need to think about the wildlife in the area as well.

This was a very unique area, and it did not exist anywhere else in the City of Urbana. She mentioned that she could go out into her backyard every evening and see herds of deer. If the City allows the ring road to go through this area, then it would be impossible to preserve the wildlife in the area. People, who live in the area, moved here for a reason. Why should this unique area be taken away from them?

Mr. Boyd re-approached the Plan Commission. He talked about his family history and how his grandfather had moved here in 1890. He had watched how the City of Urbana had changed from what was once a proud and prosperous city to what it had become now. The beginning of the end for the City began with the construction of Lincoln Square Mall. It destroyed a lot of housing. It reoriented the City from east-west to north-south. Obviously, it had not been as sustainable as what was there originally. He wanted the Plan Commission and City staff to consider the possibility of trying to encourage certain businesses to come into the downtown area.

The City of Urbana was a very important place. It is the actual home of the University of Illinois. He believed that the City should publicize this more. There was a difference between living in Champaign and living in Urbana. He would like to see the City be more aggressive at improving the downtown area and the Cunningham Avenue/Route 45 area. Let's do some serious planning and some serious plan approval.

Mr. Pollock agreed to many of the things that Mr. Boyd had suggested. He noted that as a result of the controversy with the Big Grove issue, there was a member on the Plan Commission from outside the City of Urbana to represent the rural interests.

10. STAFF REPORT

Mr. Kowalski gave a staff report on the following:

- **The Comprehensive Plan Update 2005** will be coming before the Plan Commission on March 10, 2005 for their review and consideration.
- **A Comprehensive Plan Open House** was held on Tuesday, February 8, 2005 at the Civic Center. The Comprehensive Plan in its final draft was on display. The open house went very well with approximately 200 people in attendance.
- **The Comprehensive Plan Steering Committee** will meet for the last time on Thursday, February 17, 2005 at 7:00 p.m. in the Council Chambers. City staff expected the Committee to have a consensus opinion on the draft to forward to the Plan Commission.
- **Input given during Audience Participation:** City staff was taking the objective out of the Comprehensive Plan that talked about promoting a series of high-speed corridors around the cities. He agreed with Mr. Bagby that this objective contradicted with a lot of the other goals and objectives of the Comprehensive Plan. He noted that there were also problems with people not being able to read the Mobility Map as well as they should be able to, so staff would work on improving the map to be more readable and understandable.
- **Future meeting:** Mr. Kowalski talked about the caseload for the both February 24th meeting and the March 10th meeting.

11. STUDY SESSION

There was none.

12. ADJOURNMENT OF MEETING

Chair Pollock adjourned the meeting at 8:51 p.m.

Respectfully submitted,

Rob Kowalski, Secretary
Urbana Plan Commission