



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Diane Marlin and City Council Members

FROM: Lorrie Pearson, AICP, Community Development Services Director
Lily Wilcock, Planner I

DATE: March 5, 2020

SUBJECT: **An Ordinance Approving an Annexation Agreement (1909 Brownfield Road - Annexation Agreement 2020-A-01)**

Introduction

Evan and Jessica Barnhart, on behalf of Olympian Properties Development, LLC, request an annexation agreement to allow them to build a duplex on a vacant lot at 1909 Brownfield Road. As the parcel is currently zoned Champaign County R-1, Single-Family Residential, it would automatically convert to the City's R-1, Single-Family Residential zoning district upon annexation, unless the parcel is rezoned¹. The owners would like to build a duplex on the lot, and have requested that the property be rezoned to City R-3, Single- and Two-Family Residential, which would conform to the Comprehensive Plan's designation of the site as "Residential."

The Plan Commission held a public hearing on the annexation agreement and rezoning request at its February 20, 2020, meeting. The Commission voted unanimously (six to zero) to recommend approval of the Annexation Agreement with a Zoning Map Amendment to City Council.

Background

To be annexed into Urbana, properties must be contiguous to the City's boundary. The property at 1909 Brownfield Road is not contiguous to the City's boundary at this time. At a minimum, five other properties would need to be annexed into Urbana before the subject site would be contiguous to the City. The annexation agreement will ensure that the proposed duplex will be built to Urbana's current zoning and building standards, so that if and when the property is annexed into the City, it will have been built to the City's standards as of the date of the agreement.

The annexation agreement is transferrable to new owners of the property and will not expire for 20 years. If the property changes ownership in the next twenty years, the new owners will be required to sign an annexation petition that the Community Development Services Department and the City Clerk will keep on file. The annexation petition can then be executed by an ordinance to annex the property if it becomes contiguous to the City before the agreement expires.

¹ Table IV-1. County to City Zoning Conversion. Zoning Ordinance.

Description of the Site and Surrounding Properties

The site is approximately 9,200 square feet and is located on the northwest side of Brownfield Road between Columbia Boulevard and Prairie View Drive. It was improved with a house in poor condition that was recently demolished by the applicants.

The surrounding area is primarily residential and contains mobile homes, duplexes, and single-unit homes. There are nearby business centers along High Cross Road, University Avenue, and Cunningham Avenue.

The following chart identifies the current zoning, land use, and future land use designations of the site and surrounding properties (see Exhibits A, B, and C).

Direction	Zoning	Existing Land Use	Future Land Use
Site	County R-1, Single Family Residence	Vacant	Residential
North	County R-1, Single Family Residence	Farm land and Single-Dwelling Unit	Residential
East	Annexation Agreement ¹ , City R-1 Single-Family Residential	Single-Dwelling Unit	Residential
South	County R-1, Single Family Residence	Farmland	Rural Residential
West	County R-1, Single Family Residence	Duplex	Residential

Plan Commission

The Plan Commission held a public hearing on the request at its February 20, 2020, meeting. The main discussion at Plan Commission focused on the process for developing a property under an annexation agreement. Due to an intergovernmental agreement between the Urbana-Champaign Sanitary District (UCSD) and the City of Urbana, when someone who owns property within the City's 1.5-mile extraterritorial jurisdiction wishes to connect to the UCSD sanitary sewer, the City has the option to require the property owner to enter into an annexation agreement. In cases where the property cannot be immediately annexed, the annexation agreement allows the property owner to develop their property in conformance with the Urbana zoning and building regulations in place at the time of development. Thus, when the property becomes contiguous to Urbana, it will have been developed to City standards and will better integrate into the City.

¹ Ordinance Number 2009-11-119

The Plan Commission voted unanimously (six to zero) to recommend approval of an Annexation Agreement with a Zoning Map Amendment to City Council. No members of the public spoke at the hearing.

Discussion

Comprehensive Plan Goals and Objectives

The Comprehensive Plan identifies the site's future land use as "Residential." Single- and two-family homes are included in the description on the "Residential" future land use designation.

Residential areas contain primarily single-family residential housing but may also include a variety of compatible land uses such as duplexes, town homes, civic uses, institutional uses, and parks where zoning is appropriate.

The following goals and objectives of the Comprehensive Plan relate to the proposed annexation agreement:

Goal 15.0 Encourage compact, contiguous and sustainable growth patterns.

Goal 19.0 Provide a strong housing supply to meet the needs of a diverse and growing community.

Goal 34.0 Encourage development in areas where adequate infrastructure already exists.

Objectives

34.1 Use annexation to invoke sewer connections.

Goal 38.0 Ensure that future annexations or developing municipal territory has adequate municipal services.

Objectives

38.1 Assess the impacts of new development on needed services when considering new areas for development.

38.2 Provide for improvements and expansion in community services to keep pace with changing trends, population growth, and increased demands.

Rezoning Criteria

In the case of *La Salle National Bank v. County of Cook*, the Illinois Supreme Court developed a list of factors that are paramount in evaluating the legal validity of a zoning classification for a particular property. In addition to the six La Salle Criteria, the court developed two more factors in the case of *Sinclair Pipe Line Co. v. Village of Richton Park*. Together, all eight factors are discussed below to compare the current zoning to the proposed zoning.

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

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

The proposed rezoning to City R-3, Single- and Two-Family Residential, is compatible with the land uses of the immediate area (see Exhibits A and B). Despite the surrounding area being zoned County R-1, Single Family Residence, which does not allow duplexes, many of the surrounding parcels contain duplexes. The proposed rezoning is therefore appropriate for the area.

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

This is the difference in the value of the neighboring properties with the current County R-1 zoning of the subject property, compared to their value if the subject property was zoned City R-3.

It is unlikely that the proposed rezoning would have any effect on neighboring property values. The rezoning will allow the property to be redeveloped, which should have a more positive impact on surrounding properties than the dilapidated house had on the lot.¹

3. The extent to which the ordinance promotes the health, safety, morals, or general welfare of the public.

This question applies to the potential impacts of the proposed rezoning to public welfare.

The proposed rezoning will not affect the health, safety, morals, or general welfare of the public in any way, as the rezoning supports the goals and objectives of the 2005 Comprehensive Plan.

4. The relative gain to the public as compared to the hardship imposed on the individual property owner.

Do the restrictions provide gain to the public that offsets the hardships imposed on the property owner by the restrictions?

The public would see little gain if the property is annexed to the City as R-1, Single-Family Residential zoning, as the property would only allow one dwelling unit and would be required to be a slightly smaller living space. Under the City R-3 zoning, there would be a small increase in the allowable living space. The property owner will not see a significant increase in permitted uses (as shown in Exhibit G).

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

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

The property is suited for two-dwelling units, which would be allowed under the proposed R-3 zoning. Given the existing mix of single- and two-family residential dwellings in the area, the proposed R-3 district is logical. It also reflects the Residential Future Land Use designation shown in the 2005 Comprehensive Plan. With the periphery of the City usually having a mix of housing types and prices, including affordable rentals, the proposed development fits the zoning district well.

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

¹ It should be noted that the Urbana City Planning Division staff are not qualified as professional appraisers and that a professional appraiser has not been consulted regarding the impact on the value of the property. Therefore, any discussion pertaining to property values must be considered speculative and inconclusive.

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

The property is vacant and has been vacant for six months.

7. The community's need for more of the proposed use.

The property owner cites providing two units rather than one unit of available rental housing. Though the owner has not indicated how much the units will rent for, the developed parts of Champaign County generally provide more affordable rentals than in incorporated areas. The 2005 Comprehensive Plan states that more low- and moderate-income housing opportunities are needed. The proposed rezoning could add two relatively affordable rental units to help meet that objective.

8. The care with which the community has planned its land use development.

The 2005 Comprehensive Plan created areas with different levels of residential intensities: Urban, Suburban, and Rural. The area where this property is located was envisioned as part of the Suburban "Residential" Future Land Use designation. The proposed rezoning to City R-3, Single- and Two-Family Residential zoning district would be consistent with this designation.

Fiscal Impact

The property is not contiguous to Urbana and will not immediately annex into the City. While there are costs and benefits to annexing property into the City of Urbana, the fiscal impact of annexing a single duplex into the City at some future date is negligible.

Summary of Staff Findings

1. Olympian Properties Development, LLC requests an Annexation Agreement for a property at 1909 Brownfield Road. The property is not contiguous to the City of Urbana's corporate boundary and will not be annexed immediately.
2. At its February 20, 2020, meeting, the Plan Commission voted unanimously to recommend approval to the City Council of the annexation agreement with a zoning map amendment.
3. The applicant requests that the property be rezoned from Champaign County's R-1, Single-Family Residential zoning district to the City of Urbana's R-3, Single- and Two-Family Residential zoning district.
4. The proposed R-3, Single- and Two-Family Residential zoning district would allow the owner to build a new duplex. This would be generally compatible with the "Residential" future land use designation of the 2005 Urbana Comprehensive Plan.
5. The proposed R-3, Single- and Two-Family Residential zoning district would be compatible with the surrounding area, as much of the adjacent area is residential in nature.
6. The proposed R-3, Single- and Two-Family Residential zoning district will likely have no discernable impact to adjacent property values.

7. The subject property is suitable for low-density residential uses, like the proposed R-3, Single- and Two-Family Residential zoning district.

Options

The City Council has the following options :

1. Approve the Ordinance approving the Annexation Agreement with the rezoning.
2. Approve the Ordinance approving the Annexation Agreement with the rezoning with additional conditions.
3. Deny the Ordinance for the Annexation Agreement with the rezoning.

Staff Recommendation

At its February 20, 2020, meeting, the Plan Commission voted unanimously (six ayes and zero nays) to forward the Annexation Agreement to City Council with a recommendation to **APPROVE** the agreement, with rezoning to R-3, Single- and Two-Family Residential.

Staff likewise recommends approval.

Attachments:

- Exhibit A: Location and Existing Land Use Map
- Exhibit B: Zoning Map
- Exhibit C: Future Land Use Map
- Exhibit D: DRAFT Annexation Agreement
- Exhibit E: Plan Commission Minutes 02/20/2020 (Draft)
- Exhibit F: Photos of 1909 Brownfield Road
- Exhibit G: R-3, Single- and Two-Family Residential Description
- Exhibit H: Application for Zoning Map Amendment

CC: Evan and Jessica Barnhart, Olympian Properties Development, LLC

ORDINANCE NO. 2020-03-012

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT

**(1909 Brownfield Road / Annexation Agreement 2020-A-01 /
Olympian Properties Development, LLC)**

WHEREAS, an annexation agreement between the City of Urbana, Illinois, and Olympian Properties Development, LLC, has been submitted for the Urbana City Council's consideration; and

WHEREAS, said agreement governs a tract totaling approximately 0.26 acres located north of Brownfield Road, and said tract is legally described as follows:

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4 , also described as part of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East, 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East, 106.74 feet; thence North 54°29' East, 85.3 feet for a true point of beginning; thence North 54°29' East, 153.22 feet; thence South 1°41' East, 114 feet to the center line of Brownfield Road; thence South 51°24.5' West, 83.32 feet along the center line of said road; thence North 35°31' West, 99.0 feet to the true point of beginning, containing 0.262 acres, more or less, all situated in Champaign County, Illinois. Together with the following described adjacent public right-of-way, which is by operation of the law, automatically annexed with the adoption of an Annexation Ordinance pertaining to this parcel:

The southeasterly half of the Brownfield Road right-of-way being 25 feet in width that lies adjacent to the above described parcel, and containing 0.048 acres, more or less, all situated in Champaign County, Illinois. All situated in Champaign County, Illinois and containing 0.05 acres, more or less; located at 1909 Brownfield Road, and further referenced as Champaign County permanent index number 30-21-03-302-006; and

WHEREAS, on February 4, 2020, the Director of Community Development Services duly published notice in *The News-Gazette*, a newspaper having general circulation in the City of Urbana, Illinois, that a public hearing would be held before the Urbana City Council on the matter of the proposed annexation agreement; and

WHEREAS, on February 4, 2020, the Director of Community Development Services also mailed notice of the public hearing to each of the Trustees of the Carroll Fire Protection District, each Board of Urbana Township Trustee, and the Urbana Township Clerk, Supervisor, and Commissioner of Highways; and

WHEREAS, on February 20, 2020, after due and proper notice, the Urbana Plan Commission held a public hearing to consider the proposed annexation agreement in Case No. 2020-A-01; and

WHEREAS, the Urbana Plan Commission voted 6 ayes and 0 nays to forward a recommendation of approval to the Urbana City Council; and

WHEREAS, on March 9, 2020, the Urbana City Council held a public hearing on the proposed annexation agreement; and

WHEREAS, the City Council has determined that the proposed annexation agreement is in conformance with the goals and objectives of the City of Urbana's 2005 Comprehensive Plan; and

WHEREAS, the 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.

An annexation agreement between the City of Urbana, Illinois, and Olympian Properties Development, LLC in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

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 as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The City Clerk is authorized and directed to record in the Office of the Recorder of Deeds and to file with the Champaign County Clerk a certified copy of this Ordinance.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a meeting of the corporate authorities.

PASSED BY THE CITY COUNCIL this ___ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this ___ day of _____, _____.

Diane Wolfe Marlin, Mayor

ATTACHMENT "A"

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4 , also described as part of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East, 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East, 106.74 feet; thence North 54°29' East, 85.3 feet for a true point of beginning; thence North 54°29' East, 153.22 feet; thence South 1°41' East, 114 feet to the center line of Brownfield Road; thence South 51°24.5' West, 83.32 feet along the center line of said road; thence North 35°31' West, 99.0 feet to the true point of beginning, containing 0.262 acres, more or less, all situated in Champaign County, Illinois.

Together with the following described adjacent public right-of-way, which is by operation of the law, automatically annexed with the adoption of an Annexation Ordinance pertaining to this parcel:

The southeasterly half of the Brownfield Road right-of-way being 25 feet in width that lies adjacent to the above described parcel, and containing 0.048 acres, more or less, all situated in Champaign County, Illinois.

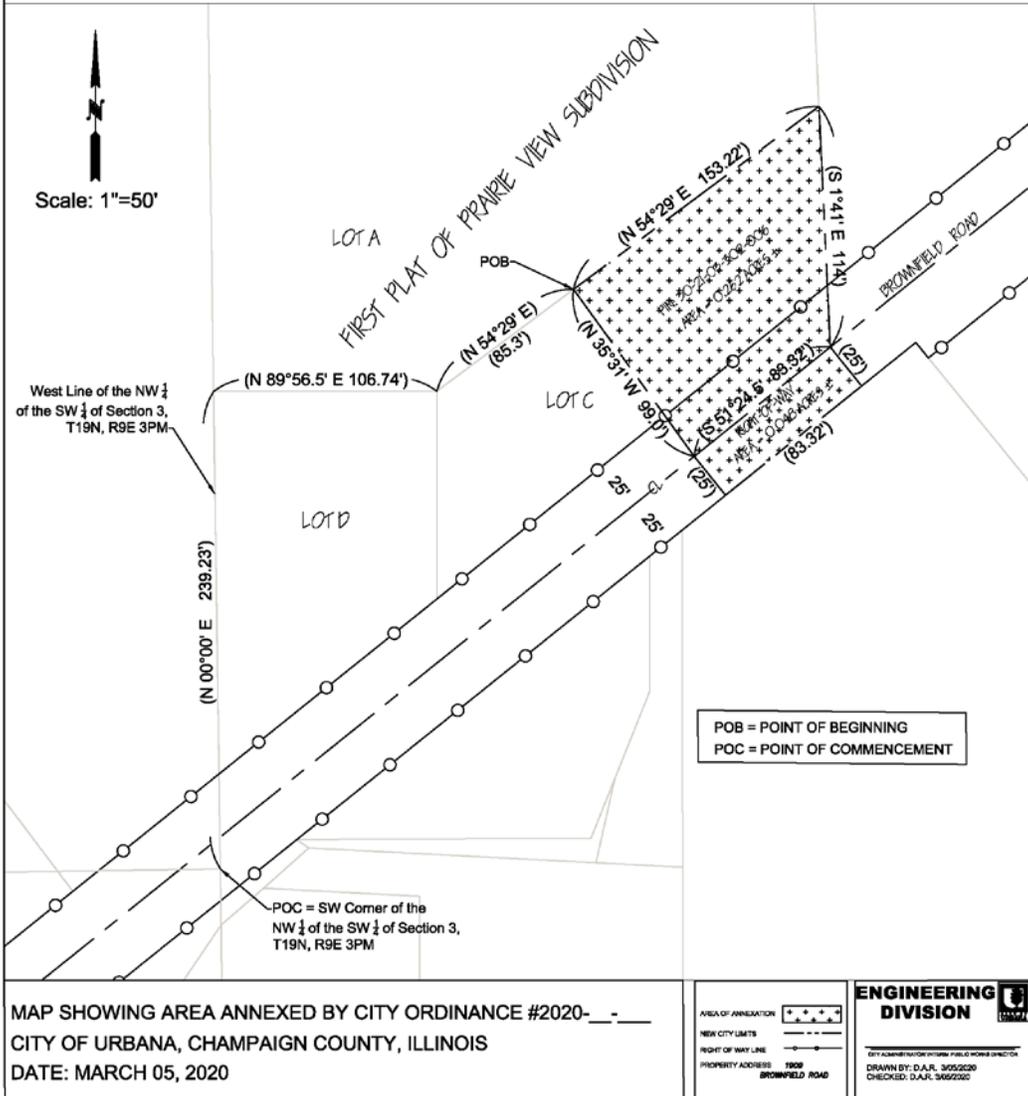


Exhibit A - Location & Existing Land Use Map



Case: 2020-A-01 and 2395-M-20
Subject: 1909 Brownfield Rd Annexation Agreement
Location: 1909 Brownfield Road
Owner: Olympian Properties Development, LLC

 Subject Property



These Land-use codes were discontinued and should be used knowing they are not being updated.

Exhibit B - Current Zoning (Champaign County)



Case: 2020-A-01 and 2395-M-20
Subject: 1909 Brownfield Rd Annexation Agreement
Location: 1909 Brownfield Road
Owner: Olympian Properties Development, LLC

-  Subject Property
-  R-1
-  R-3
-  R-4



Exhibit C - Future Land Use Designation



Case: 2020-A-01 and 2395-M-20
Subject: 1909 Brownfield Rd Annexation Agreement
Location: 1909 Brownfield Road
Owner: Olympian Properties Development, LLC

-  Subject Property
-  Residential
-  Rural Residential



Annexation Agreement

This annexation agreement is made between the City of Urbana, Illinois (“Urbana”) and Olympian Properties Development, LLC (the “Owner”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **The Property.** The Owner is the owner of record of the real property having permanent index number 30-21-03-302-006, consisting of approximately 0.22 acres in unincorporated Champaign County (the “Property”). The Property is legally described on Exhibit A. Exhibit B is a true and accurate representation of the Property.
2. **Annexation.**
 - A. The Owner and Urbana shall take all actions necessary or appropriate to cause the Property to be validly annexed to Urbana as provided in this agreement and pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended. Although the Property is not contiguous to Urbana, the Owner shall annex the Property to Urbana when the Property becomes contiguous to Urbana.
 - B. The Owner hereby waives all rights to disconnect the Property from Urbana during the term of this agreement.
3. **Zoning.**
 - A. Classification. Upon passage of the ordinance annexing the Property to Urbana, Urbana shall classify the Property as part of the R-3, Single and Two-Family Residential zoning district. Urbana shall not rezone the Property during the term of this agreement except upon a written amendment to this agreement.
 - B. Ordinance amendments. Urbana reserves the right to amend the Urbana City Code and the Urbana Zoning Ordinance even if such amendments affect the Property. During the 20 years following the effective date of this agreement, unless the Owner or successor or successors in title consent, Urbana shall not enforce any ordinance applicable to the Property relating to subdivision controls, zoning, official plans, or occupancy permits and related restrictions that is more restrictive or that imposes greater obligations than (1) the ordinances of Urbana in force on the effective date of this agreement; or (2) the terms of this agreement.
 - C. Rezoning. The Owner shall not petition for Champaign County rezoning of the Property without a written amendment to this agreement.
4. **Owner’s duties.**
 - A. Before annexation. At all times prior to annexation, the Owner shall have the following duties.
 - (1) Compliance with law. Except as otherwise provided in this agreement, the Owner shall use the Property in compliance with all applicable federal and state laws and all Urbana zoning and building codes and regulations in effect on the effective date of this agreement or an amendment thereto.
 - (2) Annexation petition upon transfer. As a condition of a transfer of ownership of the whole or any part of the Property, the Owner shall require the new owner and all electors who will reside on the Property so conveyed to sign a legally sufficient

irrevocable petition for annexation. Not more than 10 days after the transfer occurs, the Owner shall deliver such petition to Urbana's Community Development Services Director. As a condition of any subsequent sale of the whole or any part of the Property, the Owner shall also require the subsequent owner to obtain an irrevocable petition for annexation from succeeding buyers and electors who will reside on the Property and to deliver such petition to Urbana's Community Development Services Director not more than 10 days after the transfer occurs, for as long as this agreement is in effect. If the Owner fails to comply with this subsection, and if annexation of the Property or any part of it is delayed or contested by any subsequent owner as a result, the Owner will be liable to Urbana for all real estate taxes and other taxes that would have been due to Urbana had annexation been completed as provided in this agreement.

- (3) **Recording of covenants.** If Urbana has not already annexed the Property, the Owner shall record covenants in a form approved by Urbana's Legal Division containing notice that each subsequent owner and elector residing on the Property is required to sign a petition for annexation at Urbana's request. In addition to recording this notice in the covenants applicable to the whole Property, the Owner shall record this notice in the chain of title of each individual permanent index number assigned to any division of the Property.

B. **After annexation.** At all times after annexation, the Owner shall have the following duties.

- (1) **Zoning designation.** The Owner shall comply with all applicable provisions of the Urbana Zoning Ordinance, including those relating to non-conforming structures and uses. The Owner shall accept the Urbana R-3 Single and Two-Family Residential zoning classification, as provided for in the Urbana Zoning Ordinance, as amended.
- (2) **Code compliance.** The Owner shall comply with all Urbana ordinances in effect unless expressly waived or varied in this agreement. The Owner shall cause all new development, construction, or additions on the Property to comply with the approved site plan for the Property, if any, and all codes, rules, regulations, orders, and other requirements of Urbana. The Owner shall submit all building construction and landscaping plans to Urbana for review and shall pay all building permit fees.

5. **Urbana's duties.** Urbana shall have the following duties.

- A. **Annexation.** Urbana shall annex the Property in accordance with the terms and conditions set forth in this agreement. Urbana shall enact all ordinances and resolutions necessary to effectuate this agreement.
- B. **Champaign County permit fees.** Prior to annexation, Urbana shall reduce the fee for any required Urbana building permit by the amount of any Champaign County permit the Owner has paid.

6. **Owner's representations.** The Owner represents to Urbana as follows.

- A. **Consent of lender.** If a mortgage or other lien encumbers the Property, the Owner has provided Urbana with a written acknowledgement from each mortgagee, lienholder, and holder of any security interest affecting title to the Property, or any part thereof, that this agreement will at all times inure to the benefit of and be binding upon such mortgagee, lienholder, or other person having an interest in the Property.
- B. **Authority.** The persons signing this agreement on behalf of the Owner have been authorized and empowered to enter into this agreement by and on behalf of such Owner, and this

agreement is a legal, valid, and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

- C. Petition for annexation. The Owner has filed with Urbana a written petition signed by the Owner and all electors residing on the Property requesting annexation of the Property to Urbana and being in proper form to allow annexation of the Property pursuant to the Illinois Municipal Code, as amended.

7. **Urbana's representations.** Urbana represents to the Owner as follows:

- A. Authority. The person signing this agreement on behalf of Urbana has been authorized and empowered to enter into this agreement by and on behalf of Urbana; and Urbana has taken or will take all actions necessary to authorize the execution, delivery, and performance of this agreement.
- B. Public hearings. Prior to execution of this agreement, Urbana has held all public hearings required by law.

8. **Term.** This agreement will be binding upon the parties and their respective successors and assigns for 20 years commencing as of the effective date of this agreement. If any of the terms of this agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, or if Urbana files a court action to enforce this agreement, then, to the extent permitted by law, the period of time during which such litigation is pending will not be included in calculating the term of this agreement. The expiration of the term of this agreement will not affect the continuing validity of the zoning of the Property or any ordinance enacted by Urbana pursuant to this agreement.

9. **Enforcement.** Either party, or the successor or successors in title of either party hereto, may either in law or in equity, by suit, action, mandamus, injunction, or other proceedings enforce, and compel performance of this agreement. Upon breach by the Owner or the successor or successors in title of the Owner, Urbana may refuse the issuance of any permits or other approvals or authorizations relating to development of or construction on the Property.

10. **Indemnification.** The Owner shall indemnify and defend Urbana, its officers, employees, and agents against all claims, liability, or damage, including without limitation attorney's fees, arising from or in any way related to the performance or failure to perform the provisions of this agreement, except to the extent caused by the gross negligence or willful misconduct of Urbana, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Entire agreement; amendments.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be modified or rescinded except by a writing signed by all parties.

12. **Assignment.** The Owner's rights and privileges provided pursuant to this agreement are personal to the Owner and are not assignable or voluntarily transferable by the Owner without the express written consent of Urbana, which consent shall not be unreasonably withheld. Such consent will not constitute an amendment to this agreement and may be given without the requirement of notice or a public hearing, except as required by the Illinois Open Meetings Act. The Owner's obligations, undertakings, and guarantees specifically made in this agreement will continue in full force and effect and will not be affected insofar as Urbana is concerned by any sale, transfer, or assignment of any interest in any portion of the Property.

13. **Notices.** Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Urbana: City of Urbana, Planning Division Manager, 400 S. Vine Street, Urbana, Illinois 61801

Owner: Olympian Properties Development, LLC, 4106 East Olympian Drive, Urbana, IL 61802

14. **Waiver.** The failure of either party to insist upon the strict and prompt performance of any term, covenant, or condition of this agreement will not be deemed to waive or to relinquish that party's right thereafter to enforce any such term, covenant, or condition unless the party's waiver is in writing.

15. **Severability.** If any court of competent jurisdiction invalidates any provision of this agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, such provision will be deemed to be excised here from, and the invalidity thereof will not affect any of the other provisions contained in this agreement.

16. **No presumption.** The parties have had full opportunity to review and to participate in the drafting of this agreement and all documents attached as exhibits. Accordingly, the parties shall construe this agreement without regard to any presumption or other rule of construction whereby any ambiguities within this agreement would be construed or interpreted against the party causing the document to be drafted.

17. **City Council approval.** This agreement will be valid only after the Urbana City Council approves it by resolution or ordinance.

18. **Covenant running with the land.** The terms of this agreement constitute a covenant running with the land and will inure to the benefit of and be binding upon the successors in title and assigns of the Owner and each of them, as to all or any part of the Property, and upon the successor municipalities of Urbana and the successor corporate authorities of each of them.

19. **Recording of agreement.** Not more than 30 days after the effective date of this agreement, Urbana shall record this agreement, or a suitable memorandum hereof, in the Champaign County Office of the Recorder of Deeds at the Owner's sole cost and expense.

20. **Exhibits.** All exhibits and schedules attached to this agreement are incorporated into this agreement and are made a part of this agreement by this reference.

21. **Third-party beneficiaries.** This agreement is made for the mutual benefit of the parties hereto and is not intended to confer any rights to any third party. No third party may bring any action to enforce any of the terms in this agreement.

[Signature page follows]

The duly authorized representatives of the Owner and Urbana are signing this agreement on the dates stated below their signatures.

Olympian Properties Development, LLC

Evan J. Barnhart, a Manager

Jessica Barnhart, a Manager

Date: _____, 2020

Date: _____, 2020

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) ss.

The foregoing instrument was acknowledged before me this _____ (date) by Evan J. Barnhart and Jessica Barnhart, Managers of Olympian Properties Development, LLC, an Illinois limited liability company, on behalf of the company.

Notary Public

City of Urbana, Illinois

By: _____
Diane Wolfe Marlin
Mayor

Date: _____, 2020

Attest:

Charles A. Smyth
City Clerk
Ordinance No. 2020-

Attachments: Exhibit A Legal Description
 Exhibit B Annexation Plat

EXHIBIT A
Legal Description

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4 , also described as part of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East, 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East, 106.74 feet; thence North 54°29' East, 85.3 feet for a true point of beginning; thence North 54°29' East, 153.22 feet; thence South 1°41' East, 114 feet to the center line of Brownfield Road; thence South 51°24.5' West, 83.32 feet along the center line of said road; thence North 35°31' West, 99.0 feet to the true point of beginning, containing 0.262 acres, more or less, all situated in Champaign County, Illinois.

Together with the following described adjacent public right-of-way, which is by operation of the law, automatically annexed with the adoption of an Annexation Ordinance pertaining to this parcel:

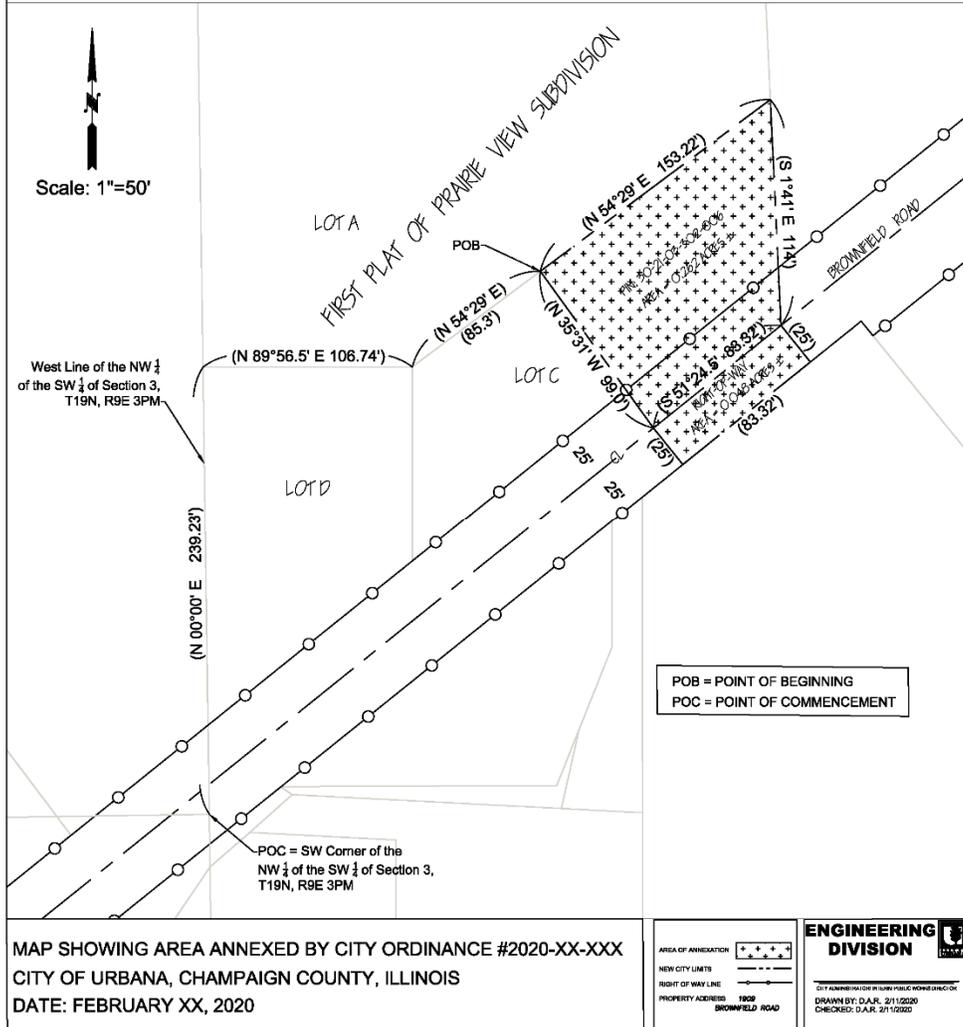
The southeasterly half of the Brownfield Road right-of-way being 25 feet in width that lies adjacent to the above described parcel, and containing 0.048 acres, more or less, all situated in Champaign County, Illinois.

EXHIBIT B
Annexation Plat

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4, also described as part of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East, 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East, 106.74 feet; thence North 54°29' East, 85.3 feet for a true point of beginning; thence North 54°29' East, 153.22 feet; thence South 1°41' East, 114 feet to the center line of Brownfield Road; thence South 51°24.5' West, 83.32 feet along the center line of said road; thence North 35°31' West, 99.0 feet to the true point of beginning, containing 0.262 acres, more or less, all situated in Champaign County, Illinois.

Together with the following described adjacent public right-of-way, which is by operation of the law, automatically annexed with the adoption of an Annexation Ordinance pertaining to this parcel:

The southeasterly half of the Brownfield Road right-of-way being 25 feet in width that lies adjacent to the above described parcel, and containing 0.048 acres, more or less, all situated in Champaign County, Illinois.



MINUTES OF A REGULAR MEETING

URBANA PLAN COMMISSION

DRAFT

DATE: February 20, 2020

TIME: 7:00 P.M.

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

MEMBERS PRESENT: Dustin Allred, Jane Billman, Andrew Fell, Tyler Fitch, Jonah Weisskopf, Chenxi Yu

MEMBERS EXCUSED: Lew Hopkins

STAFF PRESENT: Kevin Garcia, Planner II; Lily Wilcock, Planner I

OTHERS PRESENT: Xuanshu Lin, Zijun Xu

NEW PUBLIC HEARINGS

Plan Case No. 2395-M-20 and Annexation Case No. 2020-A-01 – A proposed annexation agreement between the City of Urbana and Olympian Properties Development, LLC for a 0.22-acre parcel located at 1909 Brownfield Road, including rezoning from County R-1, Single Family Residence, to City R-3, Single and Two Family Residential Zoning District.

Chair Fitch opened these two cases simultaneously since they related to the same property. Lily Wilcock, Planner I, presented the staff report to the Plan Commission. She began by noting that the petitioner was in the audience to answer any questions that the Plan Commission members may have. She explained the purpose for the proposed annexation agreement and rezoning is to allow the petitioner to build a duplex on a vacant property. She talked about the proposed annexation agreement, noting that it would be active for 20 years, would transfer to any future owners, and annexation would not occur until the property became contiguous with the boundary line of the City limits. She described the site by noting its location, zoning, and its Future Land Use designation of being residential. She talked about how the proposed rezoning would relate to the goals and objectives of the 2005 Comprehensive Plan and reviewed the LaSalle National Bank criteria. She stated the options for the Plan Commission and stated City staff's recommendation for approval of both cases.

Chair Fitch asked if any members of the Plan Commission had questions for City staff.

Mr. Fell noted that all along Brownfield and Perkins Roads there is a mix of single-family and duplex homes. If it is all zoned County R-1, would it annex into the City as a non-conforming use in the City's R-1 Zoning District or would the City ask to rezone each property before the properties were to be annexed. Ms. Wilcock explained that the majority of the area is zoned County R-1; however, most of the properties were developed before Champaign County adopted a Zoning Ordinance in 1973. She confirmed there is a mix of types and styles of housing in the immediate area.

Mr. Fell asked if a property is annexed into the City with a non-conforming use and the structure burns down, would the owner need to request a rezoning prior to being allowed to rebuild? Ms. Wilcock said yes.

Chair Fitch asked for clarification. City staff is asking the Plan Commission to approve an annexation agreement for a property that cannot be annexed and to rezone a property that the City does not have the authority to rezone. Ms. Wilcock explained that the Commission would be making a recommendation on an annexation agreement with a rezoning attached to it for a property within the Extra Territorial Jurisdiction (ETJ) 1.5-mile area and within the Urbana-Champaign Sanitary District. The owner is required to enter an annexation agreement. If approved, the annexation agreement would be effective immediately; however, the property would not become part of the City until other adjacent properties were annexed making the property contiguous to the City limits. Kevin Garcia, Planner II, added that the City has an agreement with the Urbana-Champaign Sanitary District that states any time there is a new sewer connection within the ETJ area, the owner of the parcel needs to enter into an annexation agreement with the City to ensure that the property would fit in with the City.

Ms. Yu believed that the need for a sewer connection triggered the request for the annexation agreement. The annexation agreement does not matter if the owner wants to build a duplex or a single-family house as any new connection to the sewer requires an annexation agreement. The rezoning is being requested as part of the annexation agreement to allow the owner to construct the duplex. Mr. Garcia said that is correct.

Mr. Weisskopf asked if it is possible to vote to approve the annexation agreement and to deny the rezoning request. Mr. Garcia said, yes, theoretically. Annexation agreements only come before the Plan Commission if there is a proposed rezoning. A standard annexation agreement without a rezoning request would go directly to City Council. The Plan Commission could deny the rezoning and then there could be an annexation agreement to allow a single-family home.

Mr. Allred inquired about the property to the east that has an annexation agreement. Ms. Wilcock explained that the owner of the property to the east sought an annexation agreement to allow for an emergency sewer connection to the Urbana-Champaign Sanitary District. Emergency sewer connections annexation agreements do not normally have a rezoning component.

Chair Fitch reiterated that nothing happens right away if the City approves the proposed annexation agreement and rezoning. Mr. Garcia stated that the owner would be allowed to build the duplex right away.

Mr. Allred wondered if the future zoning of this area would be discussed when revising the Comprehensive Plan, since there are so many existing duplexes. Ms. Wilcock said that the Comprehensive Plan and the future land use designation of the subject area would be a good conversation. Keep in mind the Comprehensive Plan is more generalized; however, there could be recommendations, goals, and objectives that could be more specific about this particular area.

With no further questions for City staff, Chair Fitch opened the cases for public input.

The Plan Commission discussed the two cases. No member could find a downfall or negative impact to approving them.

Ms. Billman moved that the Plan Commission forward Plan Case No. 2395-M-20 and Annexation Case No. 2020-A-01 to the City Council with a recommendation for approval. Ms. Yu seconded the motion. Roll call on the motion was as follows:

Mr. Fell	-	Yes	Mr. Fitch	-	Yes
Mr. Weisskopf	-	Yes	Ms. Yu	-	Yes
Mr. Allred	-	Yes	Ms. Billman	-	Yes

The motion passed by unanimous vote.

Mr. Garcia noted that the two cases would be forwarded to the City Council on March 9, 2020.

Photos of 1909 Brownfield Road

Exhibit F



Photos of 1905 Brownfield Road



Photos of Adjacent Property to the South Exhibit F





R-3 – SINGLE AND TWO-FAMILY RESIDENTIAL ZONING DISTRICT

ZONING DESCRIPTION SHEET

According to Section IV-2 of the Zoning Ordinance, the purpose and intent of the R-3 Zoning District is as follows:

"The R-3, Single and Two-Family Residential District is intended to provide areas for low-density residential development, including single-family attached and detached dwellings and two-family dwellings."

Following is a list of the Permitted Uses, Special Uses, Planned Unit Development Uses and Conditional Uses in the R-3 District. Permitted Uses are allowed by right. Special Uses and Planned Unit Development Uses must be approved by the City Council. Conditional Uses must be approved by the Zoning Board of Appeals.

PERMITTED USES:

Agriculture

Agriculture, Cropping

Business - Recreation

Country Club or Golf Course

Public and Quasi-Public

Elementary, Junior High School or Senior High School
Park

Residential

Dwelling, Community Living Facility, Category I and Category II

Dwelling, Duplex***

Dwelling, Duplex (*Extended Occupancy*)***

Dwelling, Single Family

Dwelling, Single Family (*Extended Occupancy*)

Dwelling, Two-Unit Common-Lot-Line***

SPECIAL USES:

Public and Quasi-Public

Church, Temple or Mosque
Electrical Substation
Institution of an Educational or Charitable Nature
Library, Museum or Gallery
Police or Fire Station

Residential

Dwelling, Transitional Home, Category II

PLANNED UNIT DEVELOPMENT USES:

Residential

Residential Planned Unit Development (*See Section XIII-3*)

CONDITIONAL USES:

Agriculture

Artificial Lake of One (1) or More Acres

Business - Recreation

Lodge or Private Club

Business - Miscellaneous

Day Care Facility (*Non-Home Based*)

Public and Quasi-Public

Municipal or Government Building

CONDITIONAL USES CONTINUED:

Residential

Bed and Breakfast, Owner Occupied Dwelling, Transitional Home, Category I

Table V-1 Notes:

*** See Section VI-3 for lot area and width regulations for duplex and common-lot line dwelling units.

DEVELOPMENT REGULATIONS IN THE R-3 DISTRICT

ZONE	MIN LOT SIZE (square feet)	MIN AVERAGE WIDTH (in feet)	MAX HEIGHT (in feet)	MAX FAR	MIN OSR	MIN FRONT YARD (in feet)¹	MIN SIDE YARD (in feet)¹	MIN REAR YARD (in feet)¹
R-3	6,000¹³	60¹³	35¹⁷	0.40	0.40	15⁹	5	10

FAR = Floor Area Ratio
OSR = Open Space Ratio

Footnote¹ – See Section VI-5 and Section VIII-4 for further information about required yards.

Footnote⁹ – In the R-1 District, the required front yard shall be the average depth of the existing buildings on the same block face, or 25 feet, whichever is greater, but no more than 60 feet, as required in Section VI-5.D.1. In the R-2, R-3, R-4, R-5, R-7, and MOR Districts, the required front yard shall be the average depth of the existing buildings on the same block face (including the subject property), or 15 feet, whichever is greater, but no more than 25 feet, as required in Section VI-5.D.1. (*Ordinance No. 9596-58, 11-20-95*) (*Ordinance No. 9697-154*) (*Ordinance No. 2001-03-018, 03-05-01*)

Footnote¹³ – In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.

Footnote¹⁷ – Public buildings, schools, or institutions of an educational, religious, or charitable nature which are permitted in the R-2, R-3, and R-4 Districts may be erected to a height not to exceed 75 feet, if the building is set back from the building line at least one foot for each one foot of additional building height above the height limit otherwise applicable.

For more information on zoning in the City of Urbana call or visit:

City of Urbana
Community Development Services Department
400 South Vine Street, Urbana, Illinois 61801
(217) 384-2440 phone / (217) 384-2367 fax
www.urbanaininois.us



Application for Zoning Map Amendment

PLAN COMMISSION

The application fee must accompany the application when submitted for processing. Please refer to the City's website at <http://www.urbanaininois.us/fees> for the current fee associated with this application. The Applicant is also responsible for paying the cost of legal publication fees. Estimated costs for these fees usually run between \$75.00 and \$225.00. The applicant will be billed separately by the News-Gazette.

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Date Request Filed _____ Plan Case No. _____
Fee Paid - Check No. _____ Amount _____ Date _____

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): **Evan Barnhart** Phone: (Please fill in)
Address (street/city/state/zip code): **4106 E. OLYMPIAN RD. (217) 621-8781**
URBANA, IL 61802
Email Address: **ebarnhart55@gmail.com**
Property interest of Applicant(s) (Owner, Contract Buyer, etc.): (Please fill in) **OWNER**

2. OWNER INFORMATION

Name of Owner(s): **Olympian Properties Development, LLC** Phone: (Please fill in)
Address (street/city/state/zip code): **4106 E. OLYMPIAN RD. (217) 621-8781**
URBANA, IL 61802
Email Address: **ebarnhart55@gmail.com**
Is this property owned by a Land Trust? Yes No
If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Address/Location of Subject Site: **1909 Brownfield Rd**
PIN # of Location: **30-21-03-302-006**
Lot Size: **Approx. 104' x 99' x 152' x 114'**
Current Zoning Designation: **County R-1**
Proposed Zoning Designation: **City R-3**
Current Land Use (vacant, residence, grocery, factory, etc): **Vacant**
Proposed Land Use: **Duplex residential**
Present Comprehensive Plan Designation: **Residential**

How does this request conform to the Comprehensive Plan? Yes

Legal Description (If additional space is needed, please submit on separate sheet of paper):

A part of Lot C of First Plat of Prairie View Subdivision, recorded in Plat Book "O" at page 4, also described as part Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 19 North, Range 9 East of the Third Principal Meridian; thence North 00°00' East 239.23 feet along the West line of said Southwest Quarter (SW ¼); thence North 89°56.5' East 106.74 feet; thence North 54°29' East 85.3 feet for a true, point of beginning; thence North 54°29' East 153.22 feet; thence South 1°41' East 114 feet to the center line of Brownfield Road; thence South 51°24.5' West 83.32 feet along the center line of said road; thence North 35°31' West 99.0 feet to the true point of beginning, situated in Champaign County, Illinois.

4. CONSULTANT INFORMATION

Name of Architect(s): Phone:

Address (street/city/state/zip code):

Email Address:

Name of Engineers(s): Phone:

Address (street/city/state/zip code):

Email Address:

Name of Surveyor(s): Phone:

Address (street/city/state/zip code):

Email Address:

Name of Professional Site Planner(s): Phone:

Address (street/city/state/zip code):

Email Address:

Name of Attorney(s): ANDREW HATCH Phone: 217-356-2577

Address (street/city/state/zip code): 100 N. CHESTNUT ST. #200

Email Address: CHAMPAIGN, IL 61820

5. REASONS FOR MAP AMENDMENT:

What error in the existing Zoning Map would be corrected by the Proposed Amendment?

(Please fill in) NO ERROR PRESENT. JUST LOOKING TO IMPROVE A PROPERTY & PROVIDE A NEW AFFORDABLE RENTAL OPTION TO THIS AREA

What changed or changing conditions warrant the approval of this Map Amendment?

(Please fill in) N/A

Explain why the subject property is suitable for the proposed zoning.

(Please fill in) MULTIPLE ADJACENT PROPERTIES ALREADY ZONED DUPLEX RESIDENTIAL. (NEXT DOOR). WILL PROVIDE GOOD RENTAL HOUSING TO THE AREA, ALONG AN MTD BUS LINE.

What other circumstances justify the zoning map amendment

(Please fill in) ORIGINAL EXISTING SINGLE FAMILY HOME WAS VACANT & UNSAFE. THIS WILL CLEAN UP THE AREA & PROVIDE TWICE THE AVAILABLE RENTAL HOUSING.

Time schedule for development (if applicable)

(Please fill in) PROPOSED COMPLETION OF WINTER 2020

Additional exhibits submitted by the petitioner.

(Please fill in) N/A

NOTE: If additional space is needed to accurately answer any question, please attach extra pages to the application.

By submitting this application, you are granting permission for City staff to post on the property a temporary yard sign announcing the public hearing to be held for your request.

CERTIFICATION BY THE APPLICANT

I certify all the information contained in this application form or any attachment(s), document(s) or plan(s) submitted herewith are true to the best of my knowledge and belief, and that I am either the property owner or authorized to make this application on the owner's behalf.


Applicant's Signature **EVAN J. BARNHART**

1/22/20
Date

PLEASE RETURN THIS FORM ONCE COMPLETED TO:

City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street, Urbana, IL 61801
Phone: (217) 384-2440
Fax: (217) 384-2367