

ORDINANCE NO. 9293-63

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN ANNEXATION AGREEMENT**

The Mental Health Center of Champaign County Housing Corporation

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and the Mental Health Center of Champaign County Housing Corporation has been submitted for the Urbana City Council's consideration, a copy of which is attached, and designated as Plan Case #1489-A-92; and

WHEREAS, said agreement governs tracts totalling approximately 1.38 acres generally located in Carroll Addition and legally described as follows:

All of Tract 56 and the north half of Tract 57 in Fred C. Carroll's Subdivision of the East Half of the Northwest Quarter of section 9, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois.

WHEREAS, said Annexation Agreement was presented to the Urbana Plan Commission as Plan Case #1489-A-92; and

WHEREAS, the Urbana Plan Commission reviewed the proposed Annexation Agreement on December 10, 1992 and voted to forward Plan Case #1489-A-92 to the Urbana City Council with a recommendation for approval of the Annexation Agreement; and

WHEREAS, the proposed Annexation Agreement is in conformance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing on January 4, 1993 to consider said Annexation Agreement.

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed Annexation Agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens if it is approved.

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

Section 1. That the Annexation Agreement between the City of Urbana, Illinois and The Mental Health Center of Champaign County Housing Corporation, a copy of which is attached and hereby

incorporated by reference, be and the same is hereby authorized and approved.

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

Section 3. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved, as amended, with the Recorder of Deeds of Champaign County, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

PASSED by the City Council on this 4th day of January, 1993.


Ruth S. Brooken
Ruth S. Brooken, City Clerk


APPROVED by the Mayor this 1st day of January, 1993.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

(pc1489.ord)

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9293-63 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk
Date *January 13, 1993*

The seal of the City of Chicago is circular with a dotted border. The text "THE CITY OF CHICAGO" is at the top, "OFFICE OF THE CLERK" is on the left, and "FOUNDED 1837" is at the bottom. The seal is partially obscured by the signature and date.

ANNEXATION AGREEMENT

(MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY HOUSING CORPORATION)

THIS AGREEMENT, made and entered into by and between the City of Urbana, Illinois (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and the Mental Health Center of Champaign County Housing Corporation (hereinafter referred to as the "Owner"). The effective date of which shall be as set forth below in Article III, Section 4.

W I T N E S S E T H:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1987); and

WHEREAS, pursuant to notice, as required by statute, the Corporate Authorities held a proper public hearing on this Annexation Agreement on January 4, 1993; and

WHEREAS, the Mental Health Center of Champaign County Housing Corporation is the Owner of Record of certain real estate having tax parcel numbers 30-21-09-126-025, 30-21-09-126-026 and 30-21-09-126-027, the legal description of which real estate is described below as follows:

All of Tract 56 and the North Half of Tract 57 in Fred C. Carroll's Subdivision of the East Half of the Northwest Quarter of Section 9, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois commonly known as 1103, 1105 and 1107 Carroll Avenue, Urbana, Illinois, Urbana Township, Champaign County, Illinois;

and hereinafter referred to as the Tract; and

WHEREAS, the attached map labeled Exhibit A is a true and accurate representation of the Tract to be annexed to the City of Urbana by the provisions of this Agreement; and

WHEREAS, said Owner, in order to best utilize the property, finds it desirous to annex the Tract to the City of Urbana pursuant to, and as provided for in this Annexation Agreement; and

WHEREAS, the Tract is currently zoned R-3 (Two-Family Residence) in Champaign County; and

WHEREAS, the Tract would automatically be zoned R-3 (Single- and Two-Family Residential) in the City of Urbana upon annexation pursuant to Article IV, Section IV-5 Appendix A of the City of Urbana Code of Ordinances entitled "Zoning" and hereinafter referred to as the Urbana Zoning Ordinance; and

WHEREAS, the Corporate Authorities find annexing the Tract as described herein reflects the goals, objectives and policies set forth in the City's 1982 Urbana Comprehensive Plan, as amended from time to time, except that the City R-4 (Medium Density Multiple-Family Residential) Zoning District is considered more appropriate than the City R-3 (Single- and Two-Family Residential) District for the Tract; and

WHEREAS, the development agreed to herein complies with the City of Urbana's Comprehensive Housing Affordability Strategy; and

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

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

ARTICLE I Representations and Obligations of the Owner

Section 1: The Owner represents that it is the contract purchaser of said Tract and that a deed, currently being held in escrow, will be conveyed to Owner upon receipt of federal funds by September 1, 1993 as the Owner fulfills the requirements of contract for sale. This date can be extended by Owner to December 31, 1993 if need be to complete Owner's arrangements for funding said project and such extension shall be evidenced by signature of the Mayor of the City of Urbana. As contract purchaser, the Owner acknowledges that it has a legal interest in said Tract. The Owner agrees to annex the Tract to the City pursuant to the provisions of this Agreement. As of the effective date of this Agreement, the Owner acknowledges that there are no electors residing on the Tract described herein.

Section 2: The Owner agrees that it will cause all of said Tract to be annexed to the City by filing a proper annexation petition for said Tract pursuant to Chapter 24, Section 7-1-1 et seq. of the Illinois Revised Statutes and in accordance with the provisions of this Agreement. The Owner agrees to file said annexation petition no later than ninety (90) days following the effective date of this Agreement.

Section 3: The Owner acknowledges and agrees that upon the annexation of the Tract as described herein, the Tract will be automatically converted from County R-3 (Two-Family Residence) zoning to City R-4 (Medium Density Residential) zoning rather than City R-3 (Single- and Two-Family Residential) zoning, as would normally be required under the terms of the Urbana Zoning Ordinance.

Section 4: The Owner agrees that the density of multiple-family units on the site will not exceed a total of 16 dwelling units of not more than 800 square feet in area each. The Owner further agrees that a common lounge and office spaces shall not exceed a total of 1200 square feet.

Section 5: The Owner agrees that said tract shall be developed in substantial conformance to Exhibits B, C, D and E attached hereto. The Owner agrees that Exhibits B, C, D and E may be amended in compliance with the Urbana Code of Ordinances without amending this Agreement, provided that said amendment adheres to the general intent of this Agreement.

Section 6: The Owner will 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 of this Agreement duly executed by the Owner and the City.

ARTICLE II Representations and Obligations of the City

Section 1: The Corporate Authorities acknowledge and agree that the Tract shall be classified as City R-4 (Medium Density Multiple-Family Residential) zoning, rather than City R-3 (Single- and Two-Family Residential) zoning, as would normally be required under the terms of the Urbana Zoning Ordinance, upon the annexation of the Tract into the City of Urbana as provided for herein.

Section 2: The Corporate Authorities agree to expeditiously annex said Tract, when properly and effectively requested to do so by submission of a legally sufficient petition by the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tract to the City in conformance with this Agreement.

Section 3: The Corporate Authorities agree that the density of multiple family units on the site will not exceed a total of 16 dwelling units of not more than 800 square feet in area each. The Corporate Authorities further agree that a common lounge and office spaces shall not exceed a total of 1200 square feet in area.

Section 4: The Corporate Authorities agree that said tract shall be developed in substantial conformance to Exhibits B, C, D and E attached hereto. The Corporate Authorities agree that Exhibits B, C, D and E may be amended in compliance with the Urbana Code of Ordinances without amending the Agreement provided that said amendment adheres to the general intent of this Agreement.

ARTICLE III General Provisions

Section 1: This Agreement shall be binding upon the parties hereto and their respective successors and assigns, including any future owners of any portion or all of said Tract, for a full term of twenty (20) years commencing as of the effective date hereof, as provided by the Illinois Revised Statutes, except that this agreement shall be null and void if said Owner cannot secure funding for the completion of this project by December 31, 1993 and did not secure a final certificate of occupancy for said structure by December 31, 1996. And to the extent permitted thereby, it is agreed that, in the event the annexation of said Tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year (20-year) term. Provided however, if subject property is annexed to the City of Urbana pursuant to this Agreement, the zoning classification effected by such annexation and the terms of this Agreement shall remain in effect unless and until it is ever changed in accordance with applicable laws and ordinances, and is not limited to 20 years in duration.

Section 2: The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to the development or use of the Tract.

Section 3: 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 without the invalid provision.

Section 4: The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Owner. The date of recording shall be the effective date of this Agreement.

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

CORPORATE AUTHORITIES

CITY OF URBANA

By: *Jeffrey T. Markland*
Jeffrey T. Markland

Its: Mayor

Date: 1-11-93

ATTEST:

Ruth S. Brookens
Ruth S. Brookens, City Clerk

Date: 1-12-93

OWNER

**MENTAL HEALTH CENTER OF
CHAMPAIGN COUNTY HOUSING
CORPORATION**

By: *Shirley Sikora*

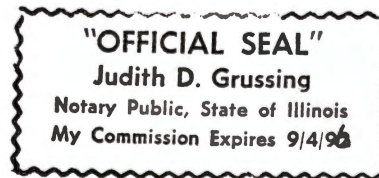
Its: President

Date: 12-10-92

ATTEST:

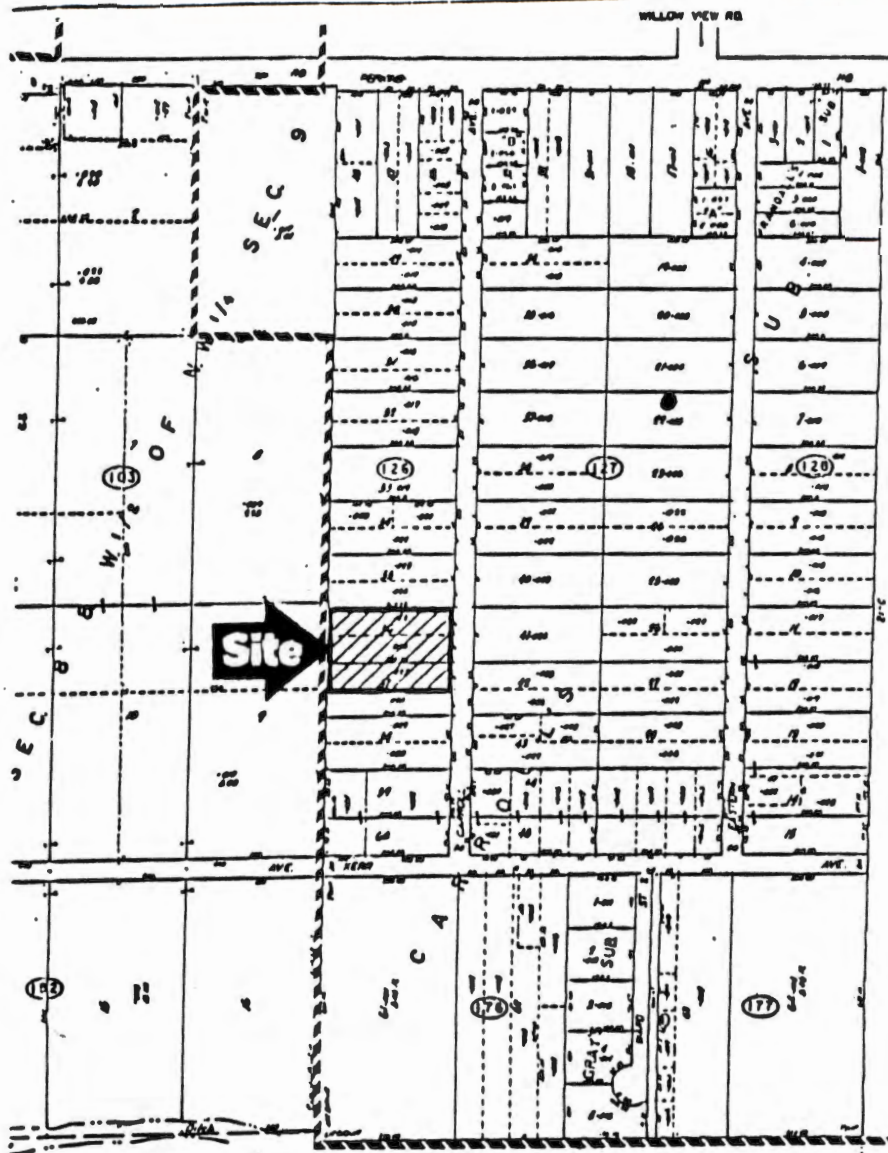
Judith D. Grussing
Notary Public

Date: 12/10/92



(...\menh\th.anx)

GENERAL LOCATION MAP



LEGEND:



LEGAL DESCRIPTION:

ALL OF TRACT 56 AND THE NORTH HALF OF TRACT 57 IN FRED C. CARROLL'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS.

CITY OF URBANA
 COMMUNITY DEVELOPMENT SERVICES
 Planning Division

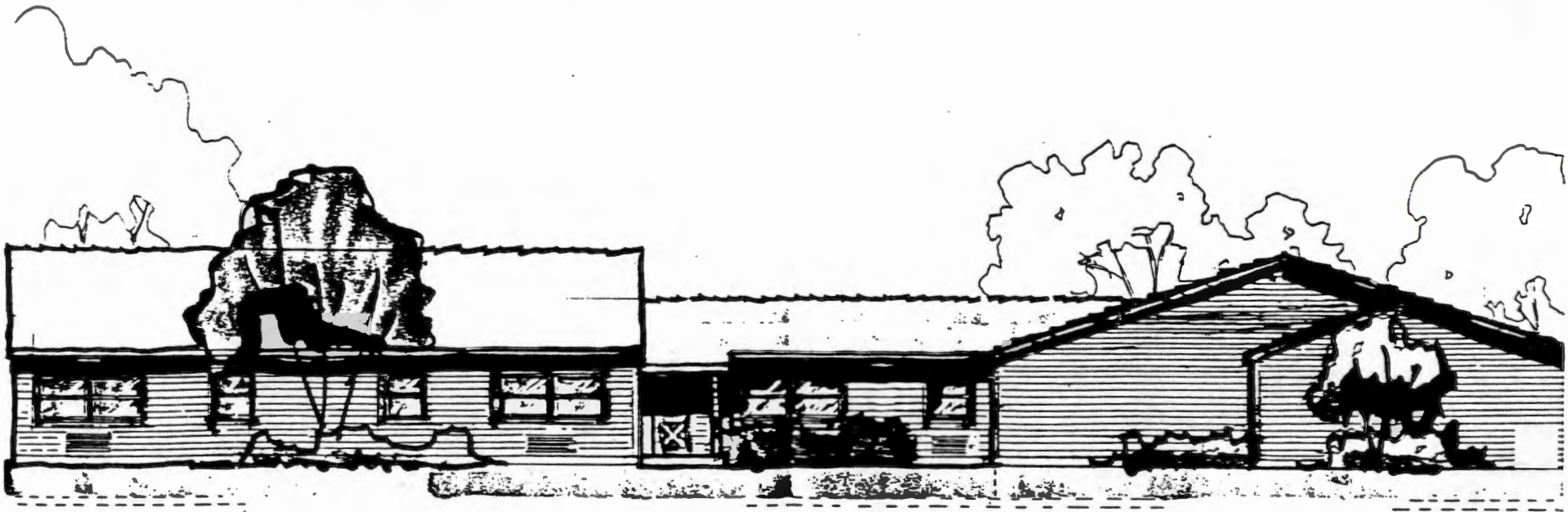
Title: Exhibit A
 Mental Health Center Annex Agt
 Plan case no.: 1489-A-92
 Date: 12/92



MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY

URBANA, ILLINOIS

16 UNIT INDEPENDENT LIVING APARTMENT



FRONT ELEVATION

SCALE: 1/8" = 1'-0"

Exhibit B

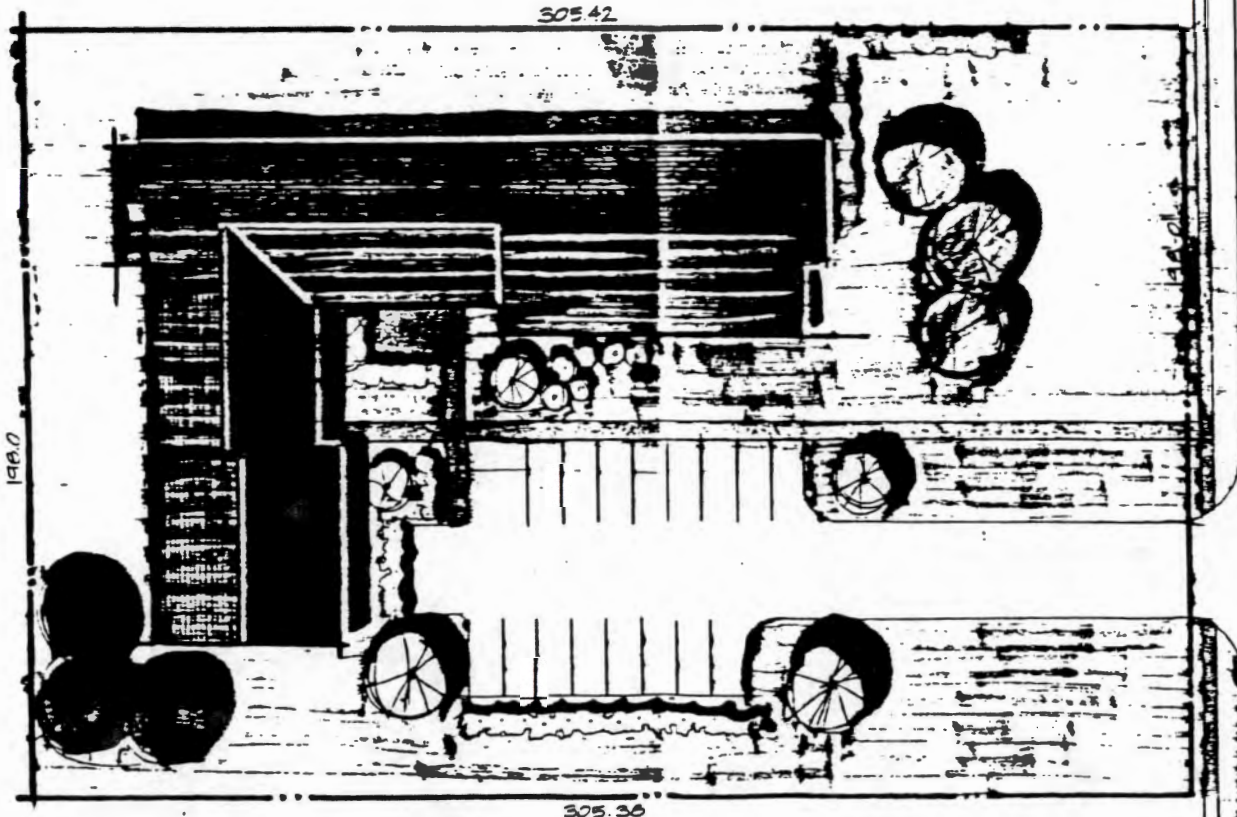


Tyson Archt
400 North First
Rockford, IL 6
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Fax (815) 965

MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY

LEBANON, ILLINOIS

16 UNIT INDEPENDENT LIVING APARTMENT



SITE PLAN

SCALE = 1" = 30'-0"



Exhibit C

CARROLL AVENUE



Tyson Architects
400 North First Street
Rockford, IL 61107
(815) 968-5422
FAX (815) 965-1174

EXHIBIT

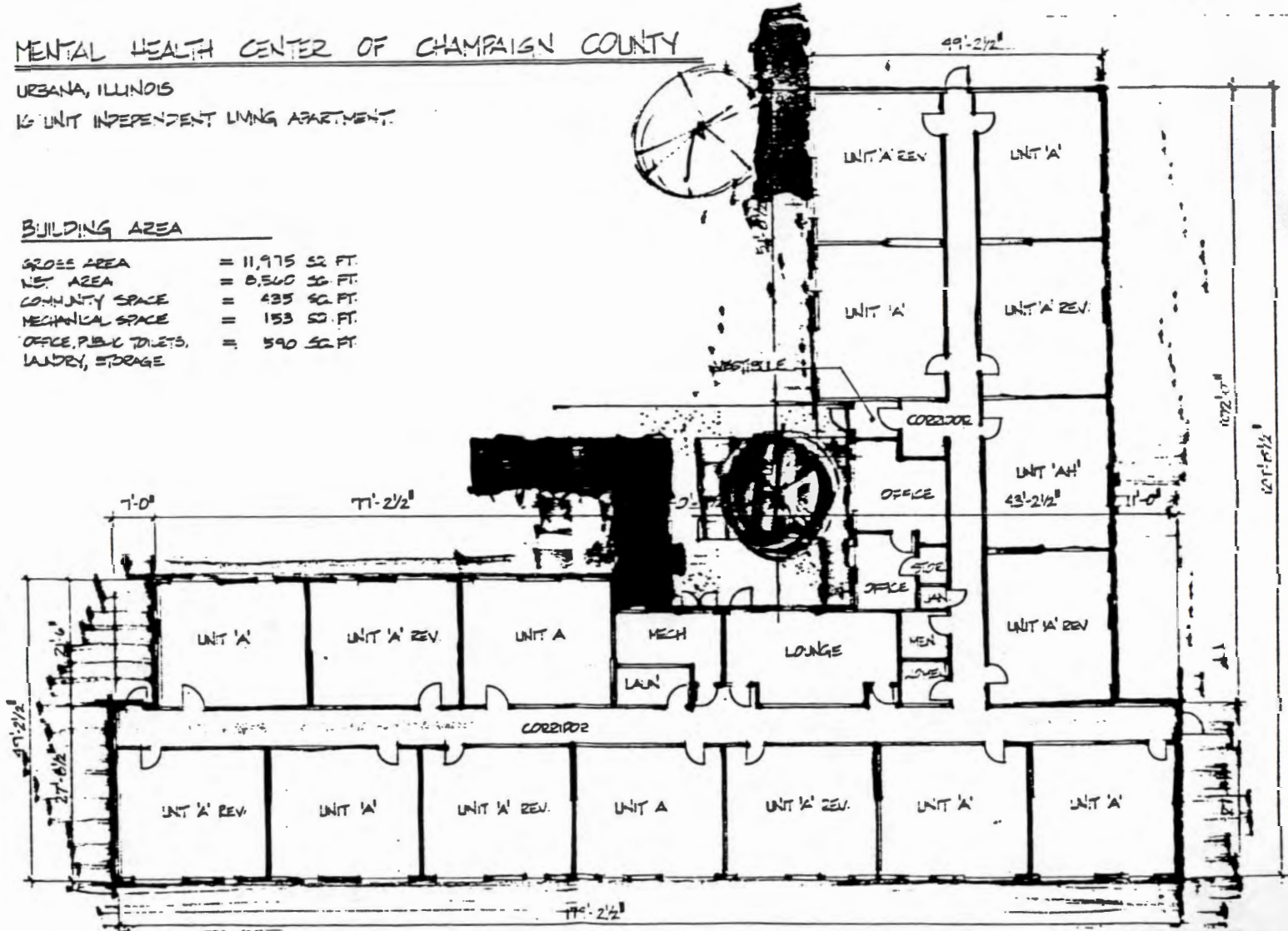
MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY

URBANA, ILLINOIS

16' UNIT INDEPENDENT LIVING APARTMENT

BUILDING AREA

GROSS AREA	=	11,975	SQ. FT.
NET AREA	=	8,540	SQ. FT.
COMMUNITY SPACE	=	435	SQ. FT.
MECHANICAL SPACE	=	153	SQ. FT.
OFFICE, PUBLIC TOILETS,	=	590	SQ. FT.
LAUNDRY, STORAGE			

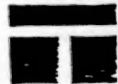


FLOOR PLAN

SCALE 1/8" = 1'-0"



EXHIBIT D

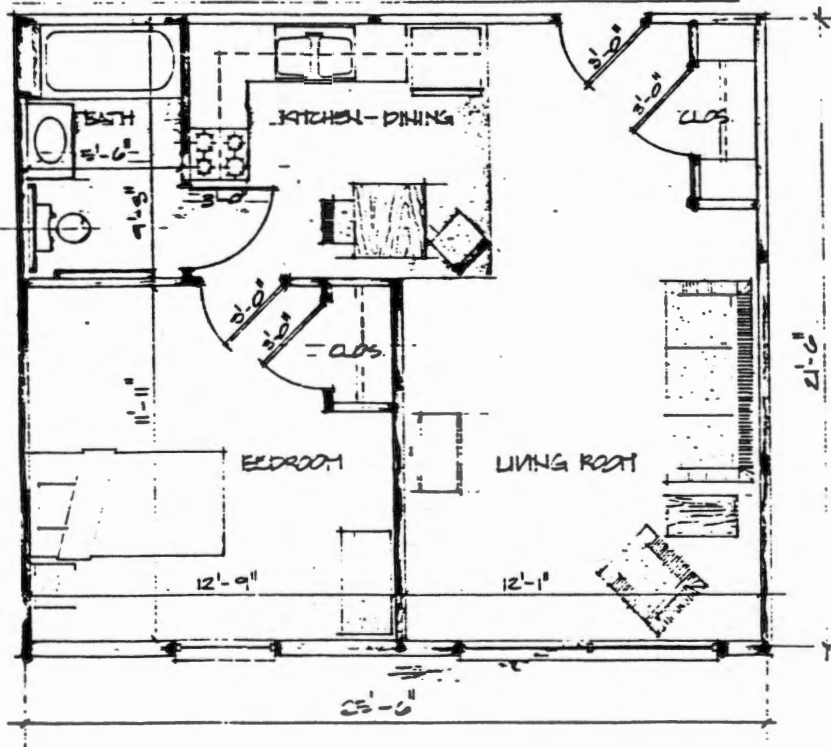


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MENTAL HEALTH CENTER OF CHAMPAIGN COUNTY

URBANA, ILLINOIS

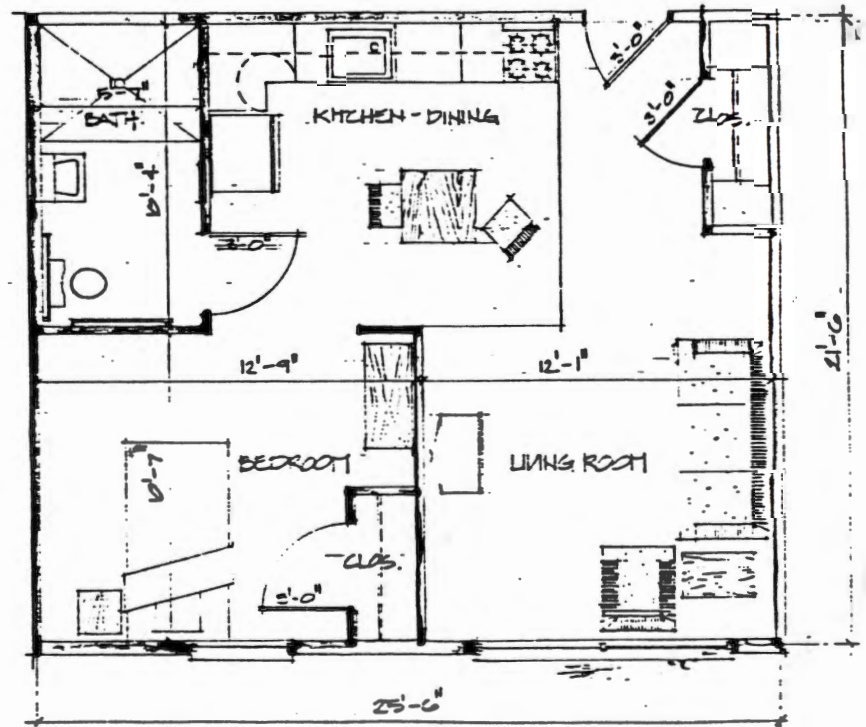
10 UNIT INDEPENDENT LIVING APARTMENT



TYPICAL UNIT A

SCALE: 1/4" = 1'-0"

UNIT A : A1 - 22 FT² : 535 SQ. FT.



ACCESSIBLE UNIT A1

SCALE: 1/4" = 1'-0"

Exhibit E



Tyson Architects
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Rochester, IL 61101
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SERVING THE COMMUNITY