

ORDINANCE NO. 9697-44

AN ORDINANCE APPROVING  
AN AGREEMENT WITH WEISIGER FAMILY TRUST

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

Section 1. That an Agreement between the Weisiger Family Trust and the City of Urbana Regarding the Relocation of Lincoln Mobile Home Park Tenants, in 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. 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 Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

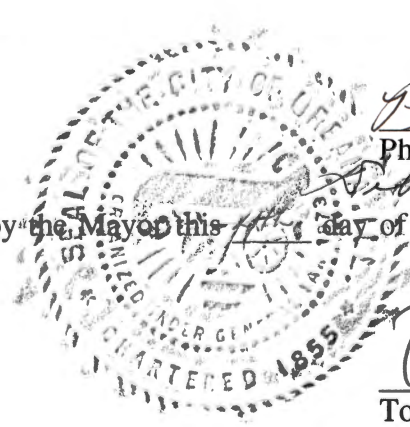
PASSED by the City Council this 21st day of October, 1996.

AYES: Kearns, Pollock, Taylor, Whelan

NAYS: Hayes, Patt, Ryan

ABSTAINED:

APPROVED by the Mayor this 17th day of November, 1996.



Phyllis D. Clark by  
Phyllis D. Clark, City Clerk  
Robert J. Roberts, Deputy Clerk

Tod Satterthwaite  
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials SR

**An Agreement between the Weisiger Family Trust and the City of Urbana  
Regarding the Relocation of Lincoln Mobile Home Park Tenants**

THIS Agreement, made and entered into this 21st day of October, 1996 by and between the City of Urbana, Illinois, (hereinafter sometimes referred to collectively as the "City") and the Weisiger Family Trust, owners of Lincoln Mobile Home Park, (hereinafter referred to as the "Owner"), WITNESSETH:

**Section 1. Definition.**

**Eligible Adult Person(s).** An adult person(s) who is(are) either the registered owner(s) and resident(s) of the mobile home per the attached list or if there is no resident owner, then the registered tenant(s) of the mobile home.

**Section 2. Loan.**

1) Owner will remove, at its cost, the mobile homes, their sheds, steps, and air conditioning units which were located in Lincoln Mobile Home park on July 29, 1996, in accordance with a schedule attached hereto by Owner, and the City shall lend Owner an amount not to exceed seventy thousand dollars (\$70,000), in the following manner:

a. Owner agrees to perform the following services without cost to the tenants of Lincoln Mobile Home Park, in connection with the relocation of the tenants and homes in Lincoln Mobile Home Park. These services include the transportation of homes within a radius of fifty (50) miles from Urbana, Illinois, and the movement of abandoned homes to a disposal facility in Danville, Illinois, and includes the following:

(A) **Tear Down** of the home, or preparation of the home for moving requires the following:

- A-1) Removal of underpinning.
- A-2) Disconnection of utilities.
- A-3) Installation of axles and wheels if needed.

(B) **Transportation** of homes include the following:

- B-1) Towing home from Lincoln Park to final destination
- B-2) Escort vehicle to bring tools and/or concrete blocks to final destination.
- B-3) State permit, if required.

(C) **Set-up:**

- C-1) Leveling and blocking of homes.
- C-2) Re-connection of utilities.
- C-3) Re-installation of underpinning.

- C-4) Extra parts and material used in set-up.
- C-5) Sub-contractor services.

b. Upon submission of documentation itemizing services rendered, in accordance with the attached schedule of charges for relocation of homes of Owner and Lincoln Park tenants, the City shall, within thirty (30) days of receipt of the cost of such services, disperse to Owner, the amount so itemized, provided however, not more than \$1,500.00 will be disbursed for relocation costs with respect to any single mobile home. The disbursement shall be further conditioned upon determination by the City Housing Inspector that an eligible home has been set up (if applicable), in a workman like manner, or has been removed from Lincoln Mobile Home Park to a used mobile home sales facility or disposal facility. The loan shall be secured by a note for the outstanding balance in a form acceptable to the City Corporate Counsel, and shall be secured by a subordinated mortgage of the Lincoln Mobile Home Park land.

### Section 3. Repayment of loan.

The loan to Owner shall be repaid in full at the closing of the sale of Lincoln Mobile Home Park to Capstone Development Corp. The note shall bear interest at 7.5% simple interest after August 31, 1997, until paid in full. In the event there is no closing of the Capstone contract with Owner, then Owner agrees to repay the City all amounts borrowed when the Lincoln Mobile Home Park is sold or redeveloped.

For the purposes of the loan, the definition of an eligible mobile home is any home located on a space at Lincoln Mobile Home Park as of July 29, 1996, regardless of whether it is attached to utilities, and regardless of whether it is a principal residence of anyone.

Section 4. Failure to Meet Schedule. In the event Owner does not move the number of homes required by the attached schedule by December 31, 1996 and again by May 31, 1997 no further loans will be made against the \$70,000.00 loan until the Owner has complied with the schedule. At the time the Owner is again complying with the schedule, loans will resume.

Section 5. Relocation Assistance Payment. In anticipation of the Capstone Development Corp. providing \$40,000.00 in funds to be used without restriction by the City of Urbana for the purpose of providing relocation assistance payments to eligible adult persons, the City shall pay the eligible adults on the attached list, the total sum of \$500.00 per mobile home upon their relocation or as otherwise provided herein. Payment shall be made within thirty (30) days of the determination by the City Housing Inspector that the mobile home has been relocated, or other living arrangements have been made. However, if the eligible adult(s) requests the City to issue a check to another mobile home park or other landlord for rental deposit, the City will issue said check directly to the landlord. Said amounts shall not exceed the \$500.00 relocation assistance amount. If, after relocation, there is a balance remaining of the \$500, the City will issue a check for that balance to the eligible adult. Owner shall not be liable for repayment of these assistance payments.



Section 6. Resident Contact. The Owner agrees that a representative of the City will accompany the Owner on all visits with residents to discuss relocation, if the resident so requests.

Section 7. Legal Action. Regardless of any back rent due, or claimed to be due to Weisiger Family Trust, it is agreed the relocation assistance payment is not assignable and can be paid by the City only to the eligible adult person(s) on the attached list or as provided for in Section 5.

Section 8. Term. The reimbursement of the Owner's expenses and the loan will be available until August 31, 1997 or until the Capstone closing whichever is first to occur.

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

**Corporate Authorities  
City of Urbana:**

Tod Satterthwaite  
Tod Satterthwaite, Mayor

Date: 10/28/96

**Weisiger Family Trust:**

By: [Signature]

Its: Trustee

Date: 10/25/96

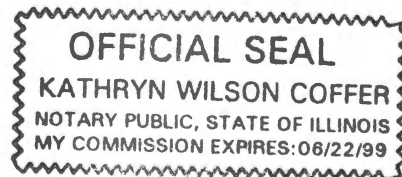
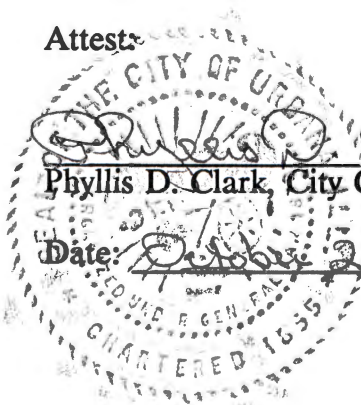
Attest:

Phyllis D. Clark  
Phyllis D. Clark, City Clerk

Date: October 28, 1996

Attest:

Kathryn Wilson Coffey  
Notary Public



### Registered Eligible Adult Persons

<u>Name</u>	<u>Address</u>
Richard Dalton Sr. Phillis Dalton	1 Maplewood Drive
Veronica Kay Dalton	5 Maplewood Drive
Michelle Lovejoy	13 Maplewood Drive
Velma White	14 Maplewood Drive
Melissa Murphy	15 Maplewood Drive
Marion Gilmore	16 Maplewood Drive
Mary Stanton	17 Maplewood Drive
Minh Tieu	22 Maplewood Drive
Dorothy Steelman	30 Maplewood Drive
Sandra Austin	36 Maplewood Drive
Olive Bennett	51 Newport Road
Russell Likens Judy Likens	53 Newport Road
William Shelly Julie Shelly	55 Newport Road
Phuc Pham	72 James Place
Kieu Ngan Truong	73 Oakwood Drive
Carolyn Duke	74 James Place
Chau Nguyen Ngoc Nguyen	75 Oakwood Drive

Connie Pyle	77 Oakwood Drive
Chuong Nguyen	79 Oakwood Drive
Sang Le	81 Oakwood Drive
Ora Lee	83 Oakwood Drive
Kim Ha	84 Carmen Court
Steve Hackett	91 Plymouth Road
Jimmie Caldwell	93 Plymouth Road
Viet Bui	94 Plymouth Road
Phet Vo Duoc Pham Gam Vo	95 Plymouth Road
Mansion Clark	96 Plymouth Road
Phu Nguyen	97 Plymouth Road
James Feran	99 Plymouth Road
James Lockett	102 Roxbury Road
Sharon Fleming	120 Roxbury Road
Mary Baker	122 Roxbury Road
Hai Tran	124 Roxbury Road
Bearie King, Sr.	128 Roxbury Road
Hoeumg Heng	134 Roxbury Road
Raymond Thornton	131 Cedar Circle
Brian Dalton Angelika Mickelson	137 Cedar Circle

Tong Nguyen	141 Roxbury Road
Gale Taylor	142 Roxbury Road
Thao Tran Luyen Tran	143 Roxbury Road
Phuoc Tu	144 Roxbury Road
Loi Tran	147 Roxbury Road
Phillip Duncan	150 Roxbury Road
Voerng Saiung	151 Wayside Road
Liem To	153 Wayside Road
Kim Long Nguyen	155 Wayside Road
Jehu Valdez	159 Wayside Road
Gladys Bishop	164 Wayside Road
Dennis Taulbec Carolyn Stockwill	166 Wayside Road
Mihn Tieu	168 Wayside Road
Tron Nguyen Muoi Thi Ha	170 Wayside Road
Debesai Stifanos	174 Wayside Road
Robert Fruhling	176 Wayside Road
Brian Headly Alice Headly	178 Wayside Road
Phuoc Lieu	181 Westwood Road
Amos Bryant Sue Bryant	182 Westwood Road

Charles Brown	183 Westwood Road
Limar Stroud	188 Westwood Road
Thu Cuc Nguyen Mai Ton	194 Pompton Place
Day Phan	196 Pompton Place
Phat Du Dung Dang Phu	206 Dunellen Drive
Lisa Simmons Otha Simmons	207 Dunellen Drive
Jason Scroggins Candy Scroggins	209 Dunellen Drive
John Rainey Julie Rainey	214 Dunellen Drive
Nghia Le My Tran	219 Dunellen Drive
Ngoc Anh Nguyen	223 Dunellen Drive
June Kadlec Rick Stark	233 Sutton Place
Robert Shaw Nicki Slade	234 Sutton Place
Ut Quang Chinh Quang	235 Sutton Place
Angelica Saravia	237 Sutton Place
Bill Hawn	241 Sutton Place
Dorothy Owens	303 Lexington Drive
Scotty Garrett	308 Lexington Drive



Nou Tran Bales

316 Lexington Drive

Early Cowley  
Stella Cowley

321 Lexington Drive

Hau Tran

326 Lexington Drive

Emma Johnson

329 Lexington Drive

Hazel Keller  
Larry Meyers

334 Lexington Drive

Pamela Langley  
Joseph Langley

352 Maplewood Drive

Bang Nguyen

354 Maplewood Drive

## Lincoln Mobile Home Park

### Moving Schedule

#### 1996

#### Number of homes to be relocated

August and September	13
October	9
November	9
December	2

#### 1997

January	2
February	3
March	9
April	9
May	9
June	9
July	9
August	4

# Northwood Homes Sales

## Material & Services Price List

### July 29, 1996

#### Blocking

2" Solid Concrete Blocks	.86
8" Concrete Blocks	1.25
4" Solid Concrete Blocks	1.11
1" Wood Cap Boards	1.11
2" Wood Cap Boards	1.55
1" Shims (Pair)	.41

#### Anchoring

Steel Strapping per foot	.17
Strap Buckle	.48
Strap Bolt w/nut	.65
Patio Anchor w/Expansion Bolt	4.37
30" Auger Anchor	4.49
50" Auger Anchor	5.52

#### Electrical

25'-50 amp Power Cord	67.04
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#### Sewer

3" ABS Sewer Pipe per foot	1.73
3" Coupling	1.31
3" 45° Degree Elbow	2.00
3" 90° Degree Elbow	2.51
3" 90° Degree Long Elbow	4.83
3" 90° Degree Street Elbow	3.02
3" Double Elbow	12.77
3" Sanitary Tee	3.42
3" Combination Tee-Wye	6.11

#### Water & Gas

5/8" Copper Tubing per foot	1.02
5/8" Flare Nut	1.10
5/8" x 1/2" Male Pipe Adapter	1.43
5/8" x 3/4" Male Pipe Adapter	2.06
5/8" x 1/2" Male Pipe Adapter Elbow	3.11
5/8" x 3/4" Male Pipe Adapter Elbow	4.40
5/8" x 1/2" Female Pipe Adapter	1.58
5/8" x 3/4" Female Pipe Adapter	2.21
5/8" x 1/2" Female Pipe Adapter Elbow	3.05
5/8" x 3/4" Female Pipe Adapter Elbow	3.74

3/4" Galvanized Tee	1.64
1/2" Galvanized Tee	1.54
1/2" x 4" Galvanized Nipple	1.12
1/2" x 6" Galvanized Nipple	1.57
3/4" x 4" Galvanized Nipple	1.22
3/4" x 6" Galvanized Nipple	1.67
1/2" x 4" Black Nipple	.79
1/2" x 6" Black Nipple	.98
3/4" x 4" Black Nipple	.89
3/4" x 6" Black Nipple	1.08
3/4" Black Pipe per foot	1.26
3/4" Galvanized Pipe per foot	1.62
Plumber Strap per foot	.07
"Frostex Plus" Heating Cable per foot	1.69
"Frostex" Plug Kit	11.93
Fiberglass, Pipe Wrap per roll	2.79
Vinyl Outer Wrap per roll	2.07

#### Moving Services

Single-wide Mobile Home	
Tear-down & Move within 50 miles of C-U	500.00 *
Set-up	250.00
Double-wide Mobile Home	
Tear-down & Move within 50 miles of C-U	900.00 *
Set-up	600.00
* (Includes moving of small porches, decks, sheds and installation of existing or new underpinning. If home goes to landfill, still the same price)	

#### Subcontracted Services

Large Shed or Deck Relocation in C-U	125.00
Large Shed or Deck Relocation Outside C-U	150.00
Air-Conditioning Disconnect & Reconnect	150.00

#### Other Items and Materials At Cost

Metal Skirting at Shadowood per foot	2.13
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