



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Prussing and the Urbana City Council

FROM: Elizabeth H. Tyler, FAICP, Community Development Services Director

DATE: December 11, 2008

SUBJECT: Plan Case No. 2008-A-04: Annexation agreement for a 0.21-acre tract of property at 109 Country Club Road.

Plan Case No. 2091-M-08: Request to rezone a 0.21-acre tract of property at 109 Country Club Road from Champaign County R-1, Single Family Zoning District to City, R-3, Single and Two-Family Residential Zoning District upon annexation.

Introduction & Background

Mennenga Construction, Inc. is requesting an annexation agreement for a 0.21-acre parcel located at 109 Country Club Road. The subject property is located in Urbana Township within unincorporated Champaign County. It is not currently located adjacent to the corporate limits of Urbana but is located within Urbana’s mile-and-a-half extraterritorial jurisdictional area, within four hundred feet of the corporate limits.

The petitioner is proposing to construct a duplex on the subject parcel, which requires a new sanitary sewer permit from the Urbana-Champaign Sanitary District (UCSD). Under an intergovernmental agreement with the UCSD, any property owner outside the corporate limits of Urbana wishing to connect to sanitary sewer service and annex to the UCSD must also agree to annex to the City of Urbana at such time as their property is contiguous.

On December 4, 2008, the Urbana Plan Commission held a public hearing to consider this case and voted 8 to 0 to recommend approval of the annexation agreement. On December 15, 2008, the Urbana City Council will hold a public hearing to consider this case.

Issues and Discussion

The property is currently zoned Champaign County R-1, Single-Family, and the annexation agreement stipulates that the property will be rezoned to City R-3, Single and Two-Family

Residential zoning upon annexation. The proposed rezoning is consistent with parcels within the City of Urbana to the south of the subject property and is consistent with the 2005 Urbana Comprehensive Plan. The agreement additionally outlines two variations from the Urbana Zoning Ordinance regarding lot width: 1) a variance to permit the subject property to be less than the required 60-foot width for a lot in the R-3 zoning district; and 2) a variance to permit a duplex on the subject property although it has an average width of less than 60 feet.

The property information is as follows:

| | |
|---------------------|--|
| Property Location: | 109 Country Club Road |
| Legal Description: | Lot 1 in Hazel Thompson's Subdivision of Lots 1 and 2 of Block 5 of Parkview Subdivision of Lots 5, 6, 11, and 12 of a subdivision of the Northeast East ¼ of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Plat Book "G" at page 138, situated in Champaign County, Illinois. |
| PIN No.: | 30-21-08-202-007 |
| Acreage: | 0.21 acres |
| County Zoning: | R-1, Single Family Residence |
| Urbana Zoning: | R-3, Single and Two-Family Residential (upon conversion when property is annexed) |
| Current Use: | Single-Family Residential |
| Proposed Use: | Two-Family Residential (duplex) |
| Comprehensive Plan: | Residential |

Proposed Rezoning

The property is currently zoned County R-1, Single-Family Residential, and upon annexation, the property would be zoned City R-3, Single and Two-Family Residential. The petitioner is planning to construct a duplex on the tract, although it currently houses a single-family residence. On September 25, 2008, Champaign County approved a special use permit to allow the construction and use of a duplex on said tract. (See Exhibit F.) The 2005 Comprehensive Plan identifies the area as "residential" which is generally consistent with the proposed rezoning. (See Exhibit C.) Additionally, the proposed rezoning is consistent with parcels within the City of Urbana located south of the subject property and zoned R-3. (See Exhibit B.)

The La Salle National Bank Criteria

In the case of *La Salle National Bank v. County of Cook* (the "La Salle" case), 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. Each of these factors will be discussed as they pertain to a comparison of the existing zoning with that proposed in the annexation agreement.

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

The proposed zoning is consistent with a cluster of parcels located within the City of Urbana to the south of the subject property. Additionally, the proposed zoning is generally consistent with the City of Urbana Comprehensive Plan. The surrounding areas are developed as a mixture of single-family and duplex uses, both of which are allowed by right in the City R-3 zoning district.

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

An automatic direct conversion from County R-1 to City R-1 zoning would not allow the construction of a duplex as duplexes are not allowed in the City R-1 zoning district. The petitioner has a special use permit from Champaign County to allow the construction and use of a duplex on said tract. A direct conversion to City R-1, within which duplexes are not allowed, would diminish the property value of said tract.

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

There would be minimal impact, if any, on the health, safety, morals or general welfare of the public due to the proposed rezoning as the proposed zoning district is consistent with the development in the surrounding area.

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

The proposed rezoning would ensure that the petitioner's property is developed in a manner consistent with the surrounding area. Zoning the property as such would ensure that the appropriate regulations are applied to the property.

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

The property already has access to sewer, water, and other public infrastructure, and is generally suited for new development. Any future development would be subject to all the applicable development standards of the Zoning Ordinance.

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.*

The property is not currently vacant.

Lot Width Variations

The Urbana Zoning Ordinance requires that any lot in a residential zoning district have a minimum lot width of 60 feet (Table VI-3). The subject parcel, which was platted in the County in 1947, is approximately 53 feet wide. Section VI-3.C specifically requires that any lot in the R3 zoning district platted before 1970 have a minimum lot width of 60 feet in order to build on it. Additionally, Section VI-3.D states that a lot that does not meet the minimum lot width shall be used only for single-family residential use. The minimum standard for lot width in the R-3 zoning district as well as the minimum standard for lot width to allow construction of a duplex in the R-3 district is 60 feet—the standard is not higher in the case of a duplex. The area just south of the subject lot is in the City of Urbana and is in the R-3 zoning district.

The two lots directly to the west of the subject property—107 and 105 Country Club Road—have the same lot width and area as the subject lot. Both contain duplexes.

The petitioner has already been granted a special use permit from Champaign County to construct a duplex on the lot. According to the Champaign County memorandum regarding the special use permit, the proposed duplex complies with all area and placement requirements for the (County) R-1 zoning district. The memo also states that a duplex is an appropriate residential use for the R-1 district. Additionally, the memo states, “The proposed Special Use Permit will result in the removal of a dilapidated nonconforming structure, and redevelopment of the subject property with a new, conforming building (page 9).”

Granting the following two variations for lot width would allow the petitioner to construct a duplex on an existing lot and would ensure that the building meet all City of Urbana building requirements.

- 1) Lot Width Less Than 60 Feet, Section VI-3.D of the Urbana Zoning Ordinance. The Corporate Authorities hereby grant a variance to permit said tract, platted before December 21, 1970, to be less than the required 60-foot width for a lot in the R-3 District. The approximate width of said tract is 53 feet.
- 2) Lot Width for a Duplex, Section VI-3.C and Table VI-3, Footnote 13 of the Urbana Zoning Ordinance. The Corporate Authorities hereby grant a variance to permit a duplex on said tract, although said tract has an average width of less than 60 feet.

Summary of Findings

1. The proposed R-3, Single and Two-Family Residential Zoning District would be consistent with the current land use of the subject parcel and surrounding properties.
2. The proposed R-3, Single and Two-Family Residential Zoning District would be consistent with the future land use designation of the 2005 Urbana Comprehensive Plan.

3. The proposed rezoning would not be detrimental to the public health, safety or general welfare, and would allow regulatory consistency with the parcels to the south of the subject property.
4. The proposed rezoning appears to generally meet the LaSalle Case criteria.
5. The proposed annexation agreement includes two variations from the Urbana Zoning Ordinance regarding lot width due to the subject parcel having a lot width of approximately 53 feet.

Options

The City Council has the following options. In Plan Case 2008-A-04 / 2091-M-08, the City Council may:

- a. Approve the Annexation Agreement.
- b. Approve the Annexation Agreement with modifications if agreed to by the Owner.
- c. Deny the Annexation Agreement.

Recommendation

In Plan Case 2008-A-04 / 2091-M-08 staff concurs with the December 4, 2008 Plan Commission decision, with a vote of eight ayes and no nays, to recommend **APPROVAL** of the proposed annexation agreement as presented.

Prepared By:

Rebecca Bird, Planning Associate

cc: Merl Mennenga, PO Box 17250, Urbana, IL 61803

Attachments: Ordinance
Annexation Agreement
Exhibit A: Location and Aerial Map
Exhibit B: Zoning Map
Exhibit C: Future Land Use Map
Exhibit D: Existing Land Use Map
Exhibit E: December 4, 2008 Plan Commission Minutes
Exhibit F: September 19, 2008 Champaign County Memorandum

ORDINANCE NO. 2008-12-146

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

(109 Country Club Road / Mennenga Construction, Inc.)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Mennenga Construction, Inc. has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract totaling approximately 9,148 square feet located at 109 Country Club Road and said tract is legally described as follows:

Lot 1 in Hazel Thompson's Subdivision of Lots 1 and 2 of Block 5 of Parkview Subdivision of Lots 5, 6, 11, and 12 of a subdivision of the Northeast East $\frac{1}{4}$ of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Plat Book "G" at page 138, situated in Champaign County, Illinois. PIN No.: 30-21-08-202-007.

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 28th day of November, 2008 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held before the Urbana City Council on the matter of the proposed Annexation Agreement on the 15th day of December, 2008; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to each of the Trustees of the Eastern Prairie Fire Protection District on the 3rd day of December, 2008; and

WHEREAS, on the 15th day of December, 2008, the Urbana City Council held a public hearing on the proposed Annexation Agreement; and

WHEREAS, prior to the aforesaid public hearing held by the Urbana City Council, after due and proper notice, a public hearing was held before the Urbana Plan Commission on the 4th day of December, 2008, to consider the proposed Annexation Agreement in Case No. 2091-M-08; and

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

and,

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed annexation agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens;

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

Section 1. The Annexation Agreement between the City of Urbana, Illinois and Mennenga Construction, Inc., a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

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

PASSED by the City Council this ____ day of _____, 20__.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 20____.

Laurel Prussing, Mayor

ENHANCED ANNEXATION AGREEMENT

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and Mennenga Construction, Inc. (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

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

WHEREAS, Mennenga Construction, Inc. is the Owner of record of a certain 0.21 acre parcel of real estate located at 109 Country Club Road, and having permanent index number 30-21-08-202-007, the legal description of which real estate is set form in Exhibit A attached hereto and referenced herein as "the tract."

WHEREAS, the attached map, labeled Exhibit B, is a true and accurate representation of the tract to be annexed to the City of Urbana under the provisions of this agreement.

WHEREAS, although the tract is not yet contiguous to the City of Urbana, said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the tract to the City of Urbana when said tract becomes contiguous to the City, pursuant to, and as provided for in this annexation Agreement; and

WHEREAS, the tract is currently zoned R-1, Single Family Residential in Champaign County and the City and the Owner find it necessary and desirable that the tract be annexed to the City with a zoning classification of R-3, Single and Two-Family Residential, under the terms and provision of the Urbana Zoning Ordinance in effect upon approval of this Agreement, as amended, and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities find annexation of the tract as described herein reflects the goals, objectives and policies set forth in the City's 2005 Urbana Comprehensive Plan, as amended from time to time; 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 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

The Owner agrees to the following provisions:

Section 1:

- (a) The Owner represents that the Owner is the sole record Owner of the tract described in Exhibit A and that the Owner shall, within thirty (30) days of the property becoming contiguous to the Urbana City limits cause the tract 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 tract occurs, Owner 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 Owner shall file such written agreement with the City Clerk within thirty (30) days of the signing of such.
- (b) Owner further agrees 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 tract. If the subject tract is to be platted for subdivision, the Owner agrees that the substance of this provision regarding annexation shall be included in the subdivision covenants and such will constitute a covenant running with the land.
- (c) Owner agrees that if owner fails to include the substance of Section 1(a) of this Agreement in sales contracts or subdivision covenants, as provided herein, and if said annexation is delayed or contested by subsequent owners as a result, the Owner shall be liable to the City for all real estate taxes and other taxes that would have been due to the City had annexation been able to proceed as outlined herein. The Owner agrees for himself, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. The parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

Section 2: The Owner acknowledges that upon annexation the tract will be rezoned from County R-1 to City R-3. Owner agrees that, unless changed upon the initiative of the Owner the said City zoning classification for the tract 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 tract. Owners agree to use the tract only in compliance with the Urbana Zoning Ordinance as such may be amended from time to time.

Section 3: The Owner agrees to cause all new development, construction, or additions on said tracts 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 Owner agrees to submit all building construction plans to the City of Urbana for review and further agrees to pay the building permit fee just as though the construction were taking place within the Urbana City limits. The Owner further agrees to correct any deficiencies identified in said plan review. In addition, the Owner agrees that all construction will be subject to the same building and construction inspection requirements as construction projects within the City limits.

Section 4: The Owner shall take no action or omit to take action during the term of this Agreement which action 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 Owner and the city. Said action includes petitioning for a county rezoning of said tracts without a written amendment to this Agreement.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1: The Corporate Authorities agree to annex said tract 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 Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2: The Corporate Authorities agree that the tract will be zoned City R-3, Single and Two-Family Residential upon its annexation to the City. 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 Owner requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property. If the zoning district referenced herein is not in existence at the time of the annexation, the parties agree to reclassify said property to the most comparable zoning classification as is determined by the Zoning Administrator.

Section 3: The Corporate Authorities agree that all applicable development regulations as are in force as of the date hereof will apply to said tract, except as otherwise provided below:

- a. Lot Width. The Corporate Authorities agree to permit the following variations for lot width:
 - 1) Lot Width Less Than 60 Feet, Section VI-3.D of the Urbana Zoning Ordinance. The Corporate Authorities hereby grant a variance to permit said tract, platted before December 21, 1970, to be less than the required 60-foot width for a lot in the R-3

District. The approximate width of said tract is 52 feet.

- 2) Lot Width for a Duplex, Section VI-3.C and Table VI-3, Footnote 13 of the Urbana Zoning Ordinance. The Corporate Authorities hereby grant a variance to permit a duplex on said tract, although said tract has an average width of less than 60 feet.

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. 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 twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner, 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, mortgagees, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the tract, 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 Owner agree that neither party will take action or 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 without first procuring a written amendment to this Agreement duly executed by both the Owner and the City.

Section 4. Enforcement -- 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 the party not in default 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 development of the tract.

Section 5. Effective Date -- 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 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 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:**

Owner:

Laurel Lunt Prussing, Mayor

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 Description

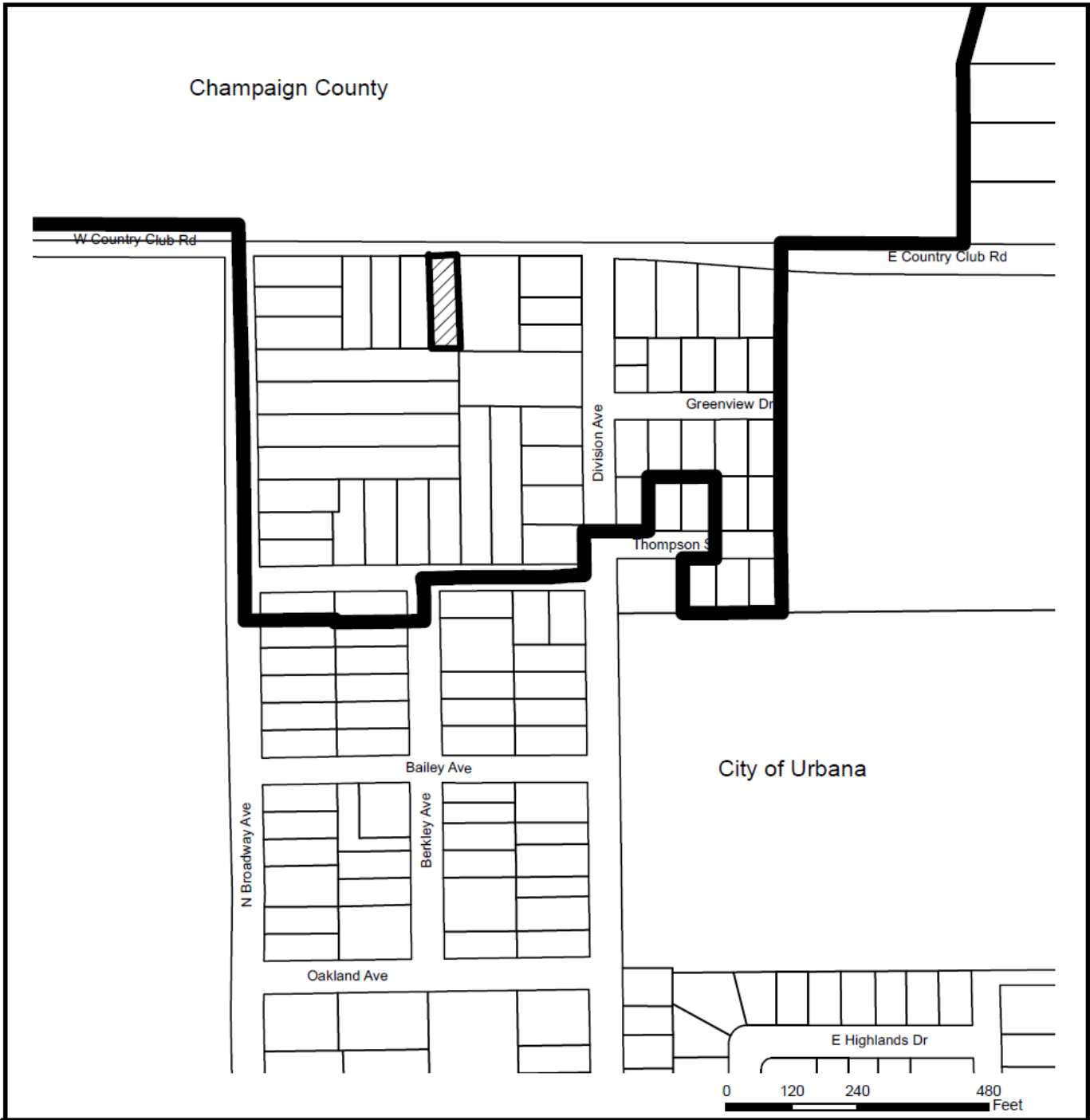
Exhibit B: Location Map

EXHIBIT A: LEGAL DESCRIPTION



Lot 1 in Hazel Thompson's Subdivision of Lots 1 and 2 of Block 5 of Parkview Subdivision of Lots 5, 6, 11, and 12 of a subdivision of the Northeast East $\frac{1}{4}$ of Section 8, Township 19 North, Range 9 East of the Third Principal Meridian, as per plat recorded in Plat Book "G" at page 138, situated in Champaign County, Illinois.

PIN No.: 30-21-08-202-007.

EXHIBIT B: Location Map

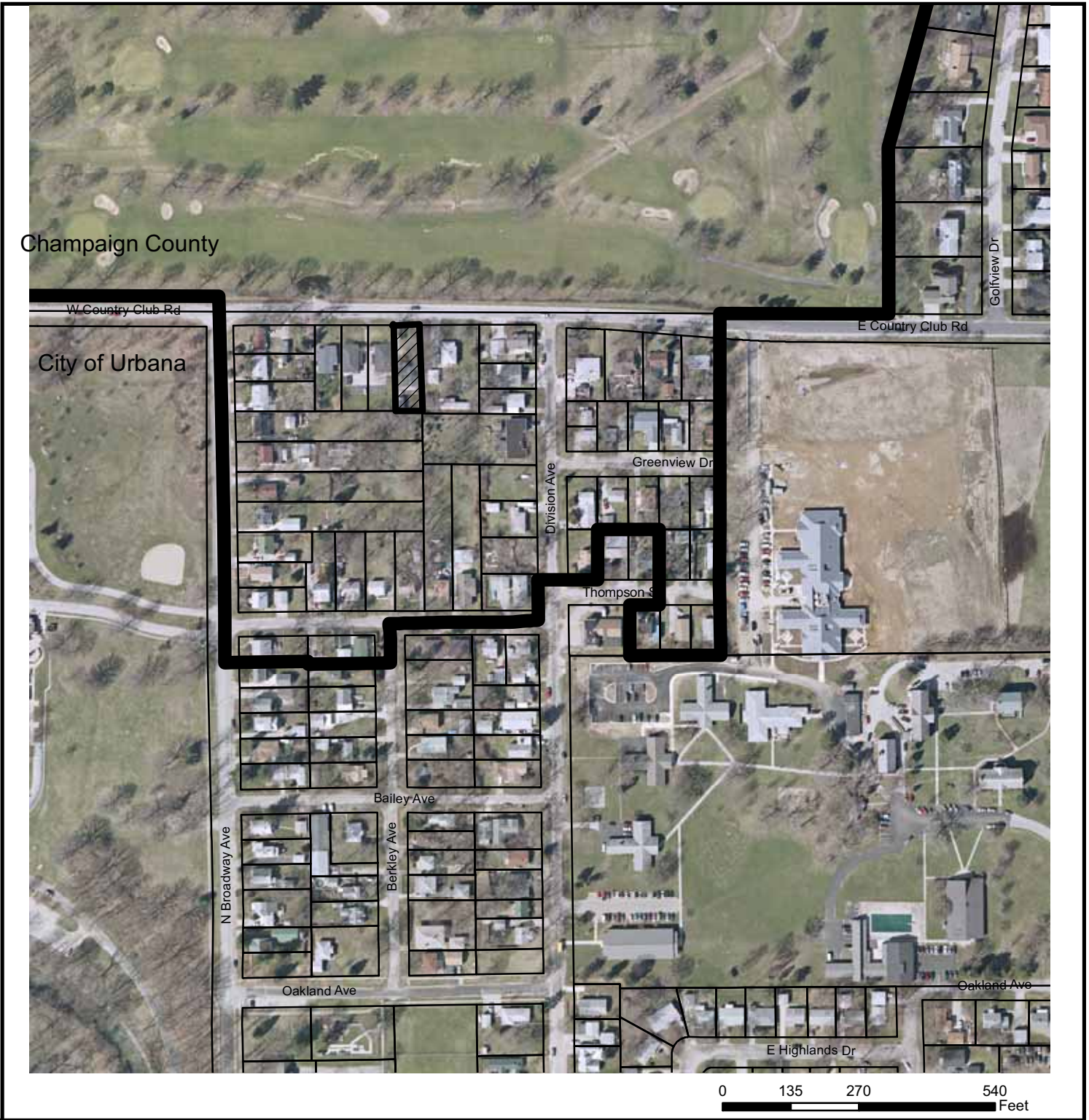


Plan Case: 2091-M-08
Annexation Case: 2008-A-04
Petitioner: Mennenga Construction, Inc.
Location: 109 Country Club Road
Description: Request an annexation agreement with the City that will re-zone the property to R-3 upon annexation

-  Subject Property
-  City Boundary

Prepared 11/08 by Community Development Services - rlb

EXHIBIT A: Location and Aerial Map



Plan Case: 2091-M-08
Annexation Case: 2008-A-04
Petitioner: Mennenga Construction, Inc.
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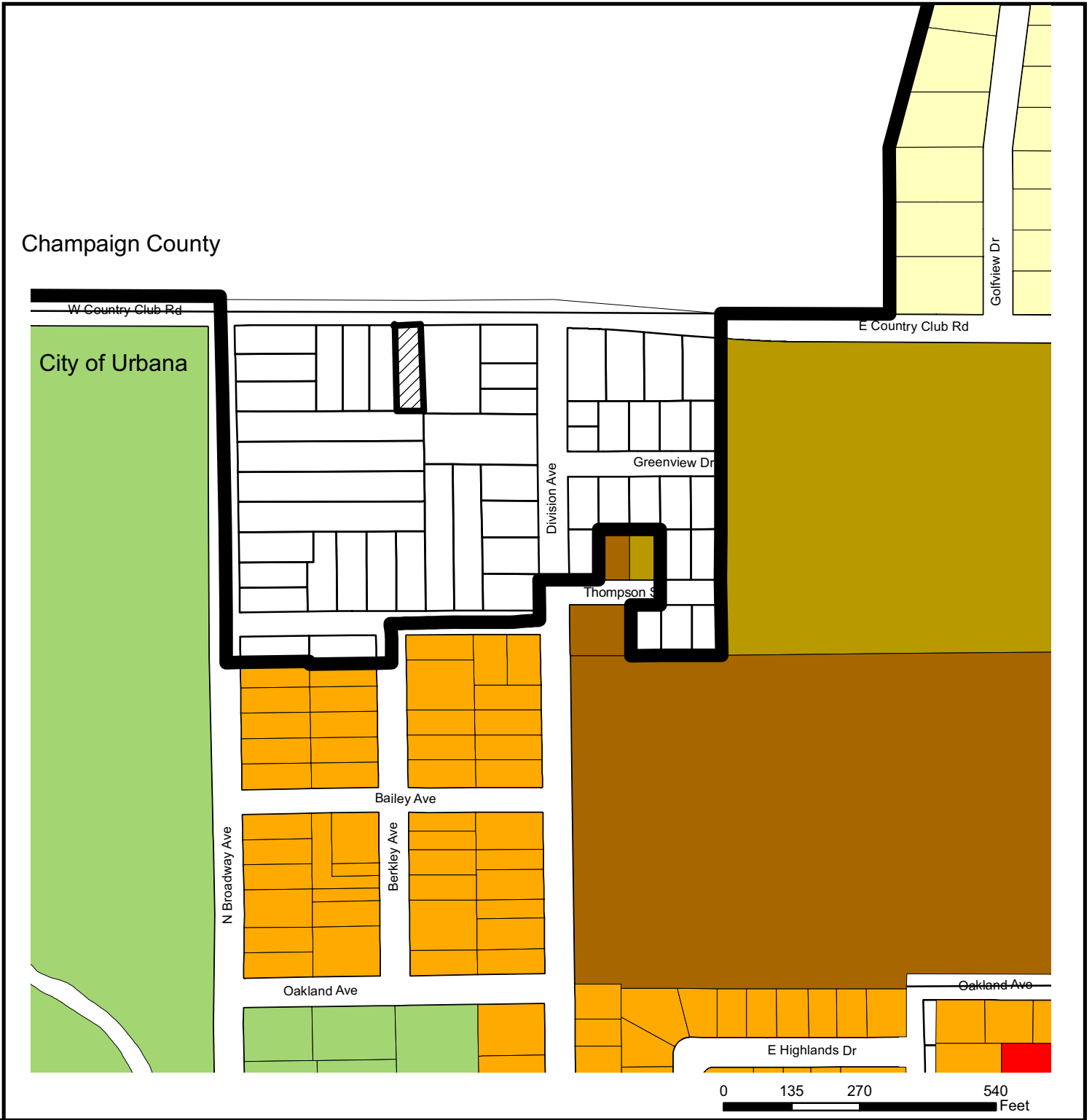
 Subject Property
 City Boundary

EXHIBIT B: Existing Zoning Map



Plan Case: 2091-M-08
Annexation Case: 2008-A-04
Petitioner: Mennenga Construction, Inc.
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Prepared 11/08 by Community Development Services - rlb









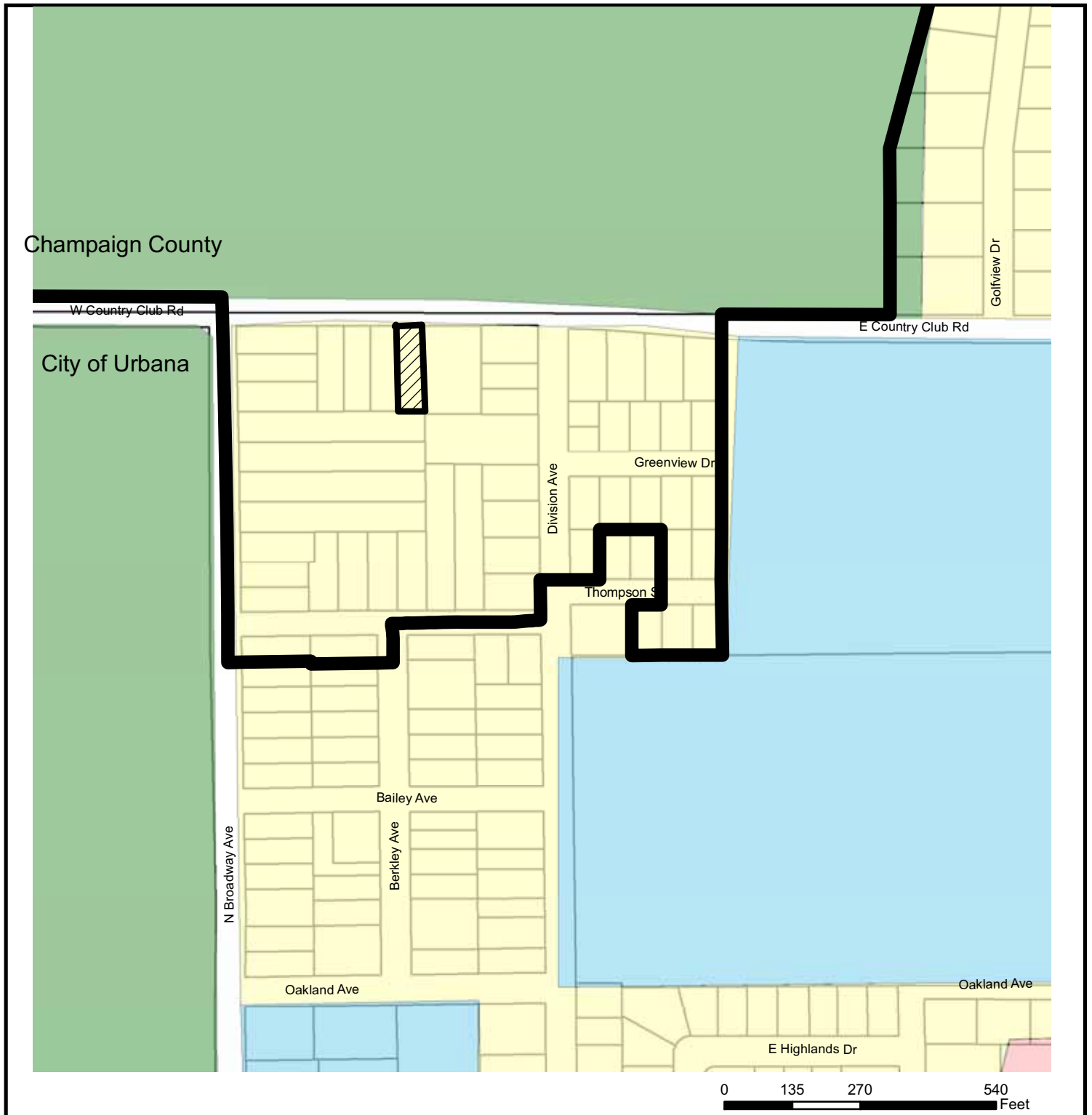
-  Subject Property
-  City Boundary
-  R3
-  R1
-  R4
-  CRE
-  R5
-  B3

EXHIBIT C: Future Land Use Map



Plan Case: 2091-M-08
Annexation Case: 2008-A-04
Petitioner: Mennenga Construction, Inc.
Location: 109 Country Club Road
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


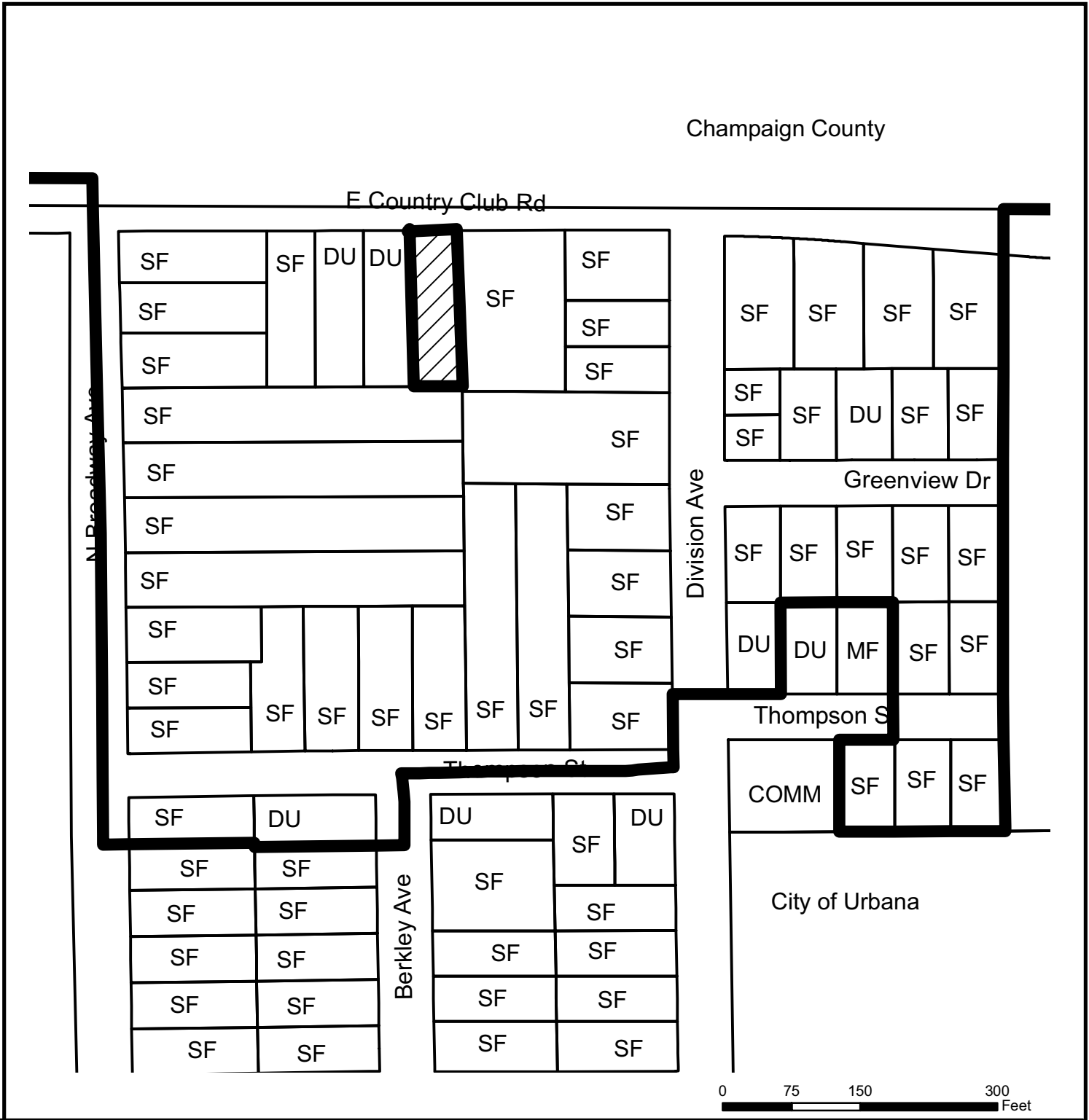
-  Subject Property
-  City Boundary
-  Residential
-  Institutional
-  Park

EXHIBIT D: Existing Land Use Map



Plan Case: 2091-M-08
Annexation Case: 2008-A-04
Petitioner: Mennenga Construction, Inc.
Location: 109 Country Club Road
Description: Request an annexation agreement with the City that will re-zone the property to R-3 upon annexation

Prepared 11/08 by Community Development Services - rlb

- Subject Property
- City Boundary
- SF Single-Family Residential
- DU Duplex, Two-Family Res.
- MF Multi-Family Residential
- COMM Commercial

MINUTES OF A REGULAR MEETING

URBANA PLAN COMMISSION

DRAFT

DATE: December 4, 2008

TIME: 7:30 P.M.

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

MEMBERS PRESENT: Jane Burris, Tyler Fitch, Ben Grosser, Lew Hopkins, Michael Pollock, Bernadine Stake, Marilyn Upah-Bant, Don White

MEMBERS EXCUSED: There were none.

STAFF PRESENT: Robert Myers, Planning Manager; Jeff Engstrom, Planner I; Rebecca Bird, Associate Planner; Teri Andel, Planning Secretary

OTHERS PRESENT: Dick Brazee, Merl and Phyllis Mennenga, Susan Taylor, Jane Tigan

NEW PUBLIC HEARINGS

Annexation Case No. 2008-A-04: Annexation agreement between the City of Urbana and Mennenga Construction, Inc. for a 0.21-acre tract of property at 109 Country Club Road.

Plan Case No. 2091-M-08: A request to rezone a 0.21-acre tract of property at 109 Country Club Road from Champaign County R-1, Single Family Residential Zoning District to City R-3, Single and Two-Family Residential Zoning District upon annexation.

Rebecca Bird, Associate Planner, presented these two cases together to the Plan Commission. She began by briefly introducing the purpose for the proposed annexation agreement and rezoning requests and by providing background information on the proposed site. She talked about the proposed zoning of the property and reviewed the La Salle National Bank criterion that pertains to the proposed rezoning request. The closest portion of the City, about 600 feet away, is zoned R-3, Single and Two Family Residential, which allows duplexes by right if the property meets certain minimum standards. She reviewed the options of the Plan Commission and presented staff's recommendation for both cases.

With no questions from the Plan Commission for City staff, Chair Pollock opened the hearing for public input. No one spoke.

Mr. White noticed that the surrounding properties in the County are single-family residential. Ms. Bird pointed out that the property directly to the west is a duplex. Merl Mennenga, Mennenga Construction, Inc., clarified that there are two duplexes immediately to the west of the proposed site.

Ms. Stake wondered how the two duplexes were allowed in a single-family residential zoning district. Ms. Bird that the duplexes may have also been built prior to the change in the County R-1 Zoning District, which now restricts duplexes, or the duplexes might have obtained special use permits in the County under the current zoning.

Ms. Stake commented that none of the maps show what the surrounding properties are zoned in the County. Is it all single-family residential except for the two properties with duplexes on them? Mr. Myers said that prior to this request, the Mennengas applied with Champaign County for a Special Use Permit so they could hear any concerns from their neighbors. Champaign County approved the Special Use Permit application to construct a duplex; however, due to sewer service permit requirements, the petitioner cannot act upon the Special Use Permit until they get an annexation agreement with the City.

Ms. Stake stated that it appears there are still properties available to build on. Is this correct? Mr. Mennenga answered by saying that all of the lots have buildings on them. There are no vacant lots. Ms. Stake asked if more duplexes could be built on the empty space of each lot. Mr. Myers said that the County allows only one primary structure per lot.

Ms. Upah-Bant inquired as to whether the duplexes to the west were hooked up to the sanitary sewer. Mr. Mennenga replied that the duplexes to the west are in the County.

Ms. Upah-Bant did not understand why they needed to bring this property into the City. She does not like having spot annexations. Mr. Myers explained that the proposed property would not actually come into the City unless the City's boundaries reached the property at some point in the future. The annexation agreement is required because the City of Champaign and the City of Urbana have agreements with the Sanitary District that they will not provide any permits to connect to the sewer system unless a property is either annexed or has an annexation agreement with the appropriate City.

With no further comment or concerns from the public, Chair Pollock closed the public input portion of the hearing. He, then, opened the hearing for Plan Commission discussion and/or motion(s).

Mr. Grosser moved that the Plan Commission forward Annexation Case No. 2008-A-04 and Plan Case No. 2091-M-08 to the City Council with a recommendation for approval. Ms. Stake seconded the motion. Roll call on the motion was as follows:

| | | | | | |
|---------------|---|-----|-------------|---|-----|
| Ms. Burris | - | Yes | Mr. Fitch | - | Yes |
| Mr. Grosser | - | Yes | Mr. Hopkins | - | Yes |
| Mr. Pollock | - | Yes | Ms. Stake | - | Yes |
| Ms. Upah-Bant | - | Yes | Mr. White | - | Yes |

December 4, 2008

The motion was approved by unanimous vote.

Mr. Myers noted that these cases would be presented to City Council along with the Plan Commission's recommendation on December 15, 2008.