



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Planning Division*

m e m o r a n d u m

**TO:** The Urbana Plan Commission  
**FROM:** Nick Olsen, Planner I  
**DATE:** December 2, 2022  
**SUBJECT:** Plan Case No. 2464-M-22: A request by the City of Urbana to rezone 1603 East Washington Street from B-3, General Business to R-5, Medium High Density Multiple Family Residential.

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### **Introduction**

The Urbana Zoning Administrator, on behalf of the City of Urbana, requests a rezoning of 1603 East Washington Street from B-3, General Business to R-5, Medium High Density Multiple-Family Residential to allow an affordable housing development at the location.

The B-3 district would allow a “Dwelling, Multifamily” use by special use permit, whereas the R-5 district would allow it by right. Because the 2005 Comprehensive Plan designates the location as having a “Residential” Future Land Use, the City is pursuing a rezoning instead of a special use permit to better align with the long-term vision for the site.

Because the development would be on City-owned land and would receive City funding, the final layout would require approval by City Council separate from the rezoning process.

The request aligns with the Comprehensive Plan, and it adequately satisfies the rezoning criteria, as discussed below. Therefore, staff recommend approval of the rezoning request.

### **Background**

The City acquired the vacant lot at 1603 East Washington Street in 2012, with the intention of redeveloping it for affordable housing once a developer and funding could be secured. As an interim use, the City leased the property to a the Lierman Neighborhood Action Committee (LNAC) for a community garden until June of 2022, when LNAC dissolved. The land is again vacant and the garden is no longer being maintained.

The City has received a proposal from Northpointe Development to develop the site with approximately 40 units of two-story, 100 percent affordable, mixed-income<sup>1</sup> family housing (Exhibit E). The nearby parcel at 1001 South Lierman Avenue would also be included in the proposed

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<sup>1</sup> The development would contain units exclusively for households earning below the Area Median Income (AMI), but would have units reserved for families at various income levels below the median.

development. On October 10, 2022, City Council approved an intergovernmental agreement with the Housing Authority of Champaign County (HACC) to explore financing for the proposed development (Exhibit F).

A “Dwelling, Multifamily” use would require either a special use permit in the B-3 district or a rezoning. Because the 2005 Comprehensive Plan designates the Future Land Use as residential, and adjacent lots to the south and southwest are zoned R-5, the City is pursuing a rezoning.

The development would be financed in part through Low-Income Housing Affordable Tax Credits (LIHTC), which would be awarded in late winter or early spring of 2023. If successfully awarded tax credits, the developer would then seek input from the neighborhood to help them come up with final plans for the site, which would be subject to City Council approval.

**Description of the Site and Surrounding Properties**

The property is 43,218 square feet (.99 acres) and is located at the southeast corner of Washington Street and Lierman Avenue. The property is currently vacant, and was most recently the site of a community garden. Nearby are apartment buildings, businesses, single-family residences, offices, and recreational facilities. The adjacent properties are zoned R-5, Medium High Density Multiple Family Residential to the south, B-3, General Business to the west, R-3, Single and Two-Family Residential to the east, and CRE, Conservation-Recreation-Education to the north.

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

Direction	Zoning	Existing Land Use	Future Land Use
Site	B-3, General Business	Vacant	Residential
North	CRE, Conservation-Recreation-Education	Municipal or Government Building	Institutional
East	R-3, Single and Two-Family Residential	Dwelling, Single-Family	Residential
South	R-5, Medium High Density Multiple Family Residential	Dwelling, Multifamily	Residential
West	B-3, General Business	Gas Station	Community Business

**Discussion**

The requested rezoning to R-5 would allow a range of residential uses, as well as limited agriculture, recreation, and public uses. The affordable housing proposal for the site would be classified as

“Dwelling, Multiple Family.” A multifamily use would be allowed only by special use permit in the B-3 district, which is primarily intended to provide areas for a wide range of business uses.

There has not been a business use at the site since its designation as a B-3 property in the 1970’s. Between 2012 and 2022, it served as a community garden, which would still be permitted in the R-5 district. Before this, the property was primarily vacant (Exhibit D), as it is presently, following the dissolution of the non-profit that managed the community garden.

In the Comprehensive Plan, the Future Land Use designation for the property is “Residential,” which it shares with the area to the south and to the east. The requested rezoning would allow a property that is currently vacant, and which has historically failed to attract business uses, to better accommodate residential uses.

The City has already received a proposal for an affordable family housing development on the site, which would help to meet an area of need in the local housing market, as indicated by the City of Urbana and Urbana HOME Consortium PY 2020-2024 Draft Consolidated Plan.

The developer’s willingness to incorporate amenities into the site plan could also allow for continuity with its recent use as a community garden, as well as brining added benefit to the community with playground space or other amenities.

## **Public Input**

On December 1, 2022, planning staff hosted a neighborhood meeting at Foursquare Church, located at 2101 East Washington Street. Staff mailed invitations to over 200 surrounding property owners and advertised the meeting via social media, *The News-Gazette*, and placed a sign on the property. Twelve members of the public attended the meeting. Nick Olsen, Planner I and Sheila Dodd, Community Development Director gave an introduction, went over general case details, and then opened the floor for discussion.

Most of the evening’s discussion centered on details of the proposed affordable housing development, rather than on the rezoning case. Staff took detailed notes of the discussion and will share them with the developer so they can be considered in their design should their proposal move forward. Only comments related to the rezoning case are discussed below.

At the meeting, two people asked why the R-5 designation was being considered instead of R-4, Medium Density Multiple Family Residential, and expressed concerns about density being too high. Staff explained that R-5 seemed to fit better with the surrounding zoning, and that the R-5 district will provide more flexibility during the design process. Staff also emphasized that since the City owns the property, City Council will have a say in the site design.

Another person asked whether the R-5 district would support purely recreational uses separate from housing, if the community and Council decide to go in that direction. Staff stated that R-5 would allow park uses. Staff added that because the land was acquired by the City with the use of federal funds, potential uses are limited.

Aside from the neighborhood meeting, staff have received no other comments from the public about the case.

## 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.*

The proposed rezoning to R-5, Medium High Density Multiple-Family, is compatible with the existing land uses and zoning of the immediate area (see Exhibits A and B). Lots immediately to the south and southwest along Lierman Avenue are all zoned R-5. The rezoning would align with the residential zoning of properties on the same blocks of Lierman Avenue and Washington Street. The surrounding area contains a variety of residential uses, as well as business, office, and recreational uses.

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

The property has historically failed to attract business uses in line with the current B-3 zoning. Prior to its recent use as a community garden, it was primarily vacant, and is now vacant again. The City has received a proposal to develop the site with multifamily housing. If the property is not rezoned to accommodate the proposal, it may remain vacant longer.

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

The proposed rezoning would likely positively affect the health, safety, morals or general welfare of the public, as it would facilitate the development of housing affordable to families earning below the area median income, for which there is a local shortage. In addition, the likely inclusion of other amenities such as a playground or garden would provide added benefits to the public.

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

Both the public and the property owner (the City of Urbana) would benefit from the proposed rezoning. The City would benefit by seeing a currently vacant property rezoned to allow for future residential development, which is needed. The public would benefit from the proposed affordable housing use and other potential amenities.

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

The property is suitable for R-5 zoning and its associated uses, as there are other properties with the same zoning in the immediate area. The 2005 Comprehensive Plan designates the site with a "Residential" Future Land Use, whereas it has historically failed to attract uses in line with its current B-3 zoning. As a site for affordable housing, the location has the benefit of being on a bus route, and is close to elementary and pre-k schools, the County sports complex, the Park District's forthcoming wellness center, and a variety of businesses along Washington Street.

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 has been zoned B-3 for over 40 years, and has been vacant for the majority of that time. From 2012 to June of 2022, the property was the site of a community garden, a use that would still be permitted in the R-5 district, and is now vacant again. Based on the site's history, a business use in the near future seems unlikely, whereas the City has received a proposal for a multifamily residential use.

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

The City of Urbana and Urbana HOME Consortium PY 2020-2024 Draft Consolidated Plan and the recent ARP Allocation Plan both find that there is a shortage of units affordable to families earning below the Area Median Income in Champaign County. The proposed multifamily use would consist entirely of affordable units, targeting a range of income levels below the area median.

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

In the Comprehensive Plan, the property is identified as part of the "Residential" Future Land Use designation, which the proposed rezoning would better align with than the current B-3, General Business zoning designation.

## **Summary of Staff Findings**

1. The City of Urbana requests a rezoning of 1603 East Washington Street from B-3, General Business to R-5, Medium High Density Multiple Family Residential
2. The proposed rezoning to the R-5, Medium High Density Multiple-Family Residential zoning district would be compatible with the "Residential" Future Land Use designation by the Urbana Comprehensive Plan.
3. The proposed rezoning would be compatible with the surrounding zoning districts and land uses.
4. The proposed rezoning would allow for residential use of a property that has historically failed to attract business uses.
5. The property has been vacant since June of 2022, when the non-profit managing a community garden on the site dissolved. Prior to use as a community garden starting in 2012, the property was primarily vacant throughout its history.
6. The public would likely see a positive gain from the rezoning, as it would facilitate a proposal the City has received for an affordable housing development. Potential amenities on the site would bring added public benefit.
7. The proposed affordable housing use would be meeting a need documented in the most recent City of Urbana and Urbana HOME Consortium Consolidated Plan.

## **Options**

The Plan Commission has the following options for recommendations to the City Council in Case No. 2464-M-22:

1. Recommend approval of the rezoning request.
2. Recommend denial of the rezoning request.

### **Staff Recommendation**

Based on the evidence presented in the discussion above, and without the benefit of considering additional evidence that may be presented at the public hearing, staff recommends that the Plan Commission make a recommendation to City Council to **APPROVE** the Zoning Map Amendment.

#### Attachments:

- Exhibit A: Location Map
- Exhibit B: Zoning Map
- Exhibit C: Future Land Use Map
- Exhibit D: Historic Aerial Site Photography
- Exhibit E: Preliminary Project Description and Concept Drawing
- Exhibit F: Intergovernmental Agreement with HACC
- Exhibit G: Application for Zoning Map Amendment



# Exhibit A: Location Map

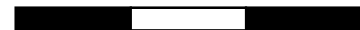


Case: 2464-M-22  
Subject: Zoning Map Amendment  
Location: 1603 East Washington Street  
Applicant: City of Urbana

## Legend

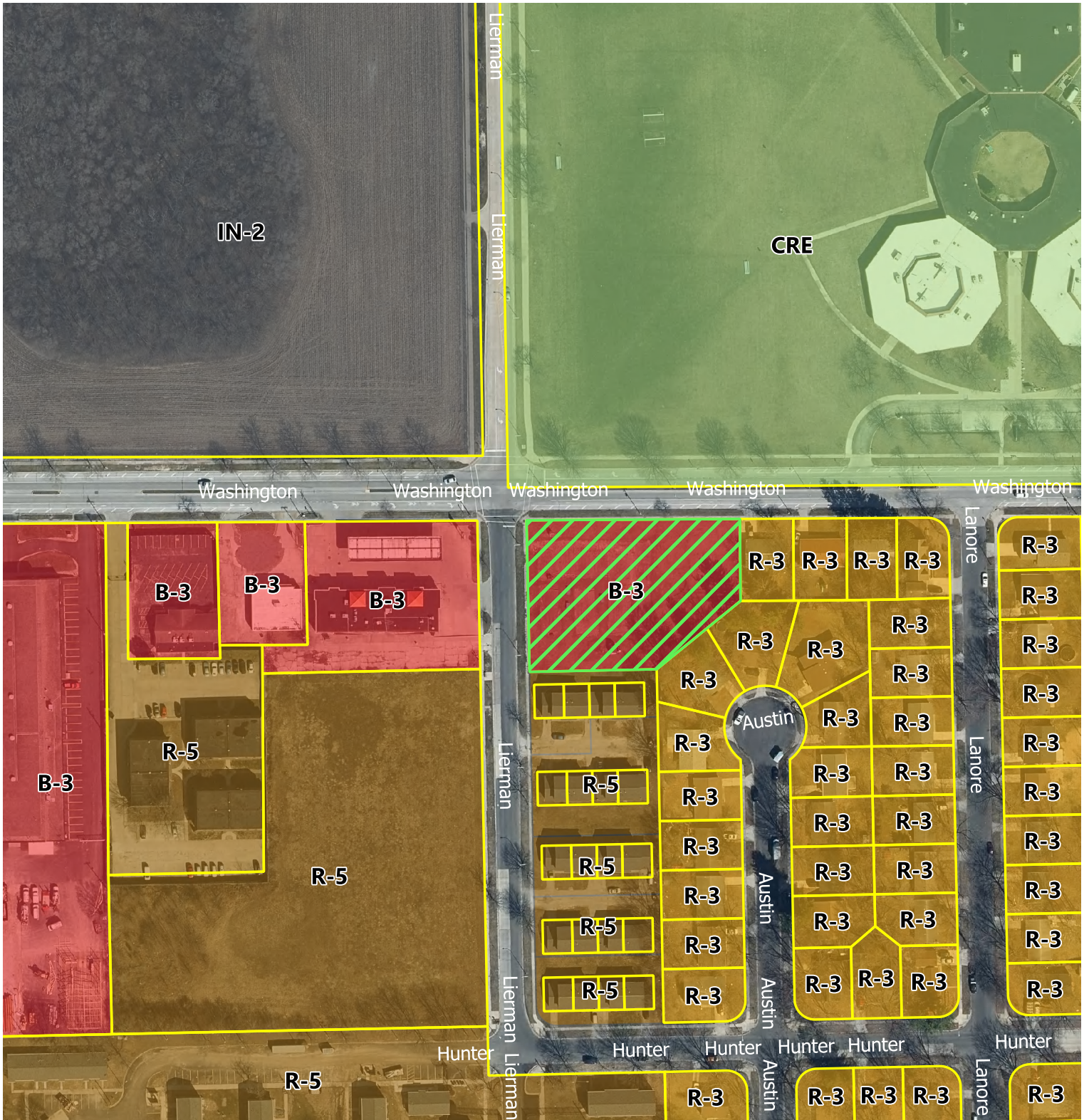
 SUBJECT PROPERTY

0 100 200 300 ft











# Exhibit B - Zoning Map



0 100 200 300 ft

## Legend

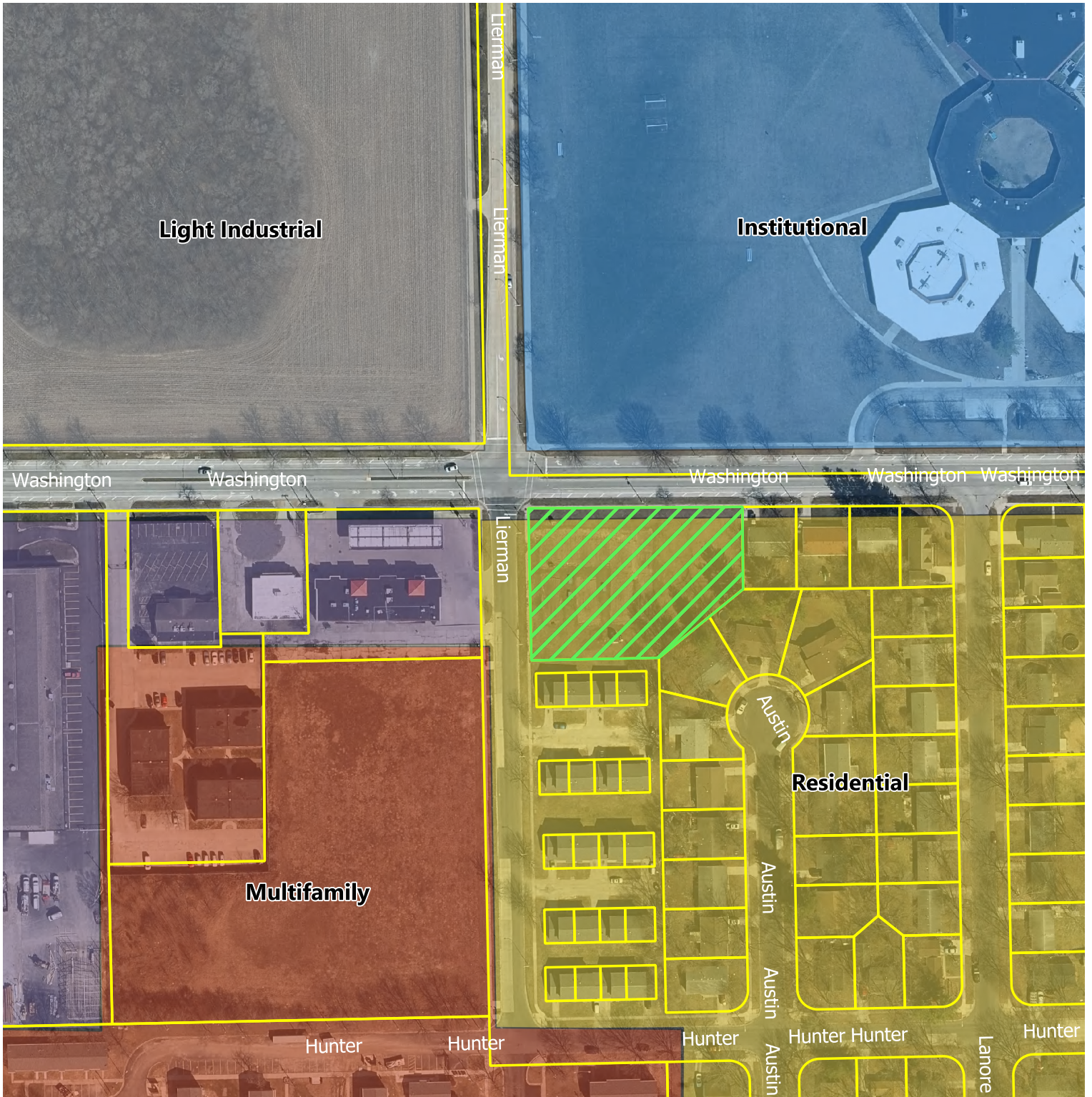
-  SUBJECT PROPERTY
-  B-3
-  CRE
-  IN-1
-  R-3
-  R-5



Case: 2464-M-22  
 Subject: Zoning Map Amendment  
 Location: 1603 East Washington Street  
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# Exhibit C - Future Land Use Map



0 100 200 300 ft



## Legend

- SUBJECT PROPERTY
- Community Business
- Institutional
- Light Industrial
- Multifamily
- Residential



Case: 2464-M-22  
Subject: Zoning Map Amendment  
Location: 1603 East Washington Street  
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# Exhibit D: Historic Aerial Site Photography



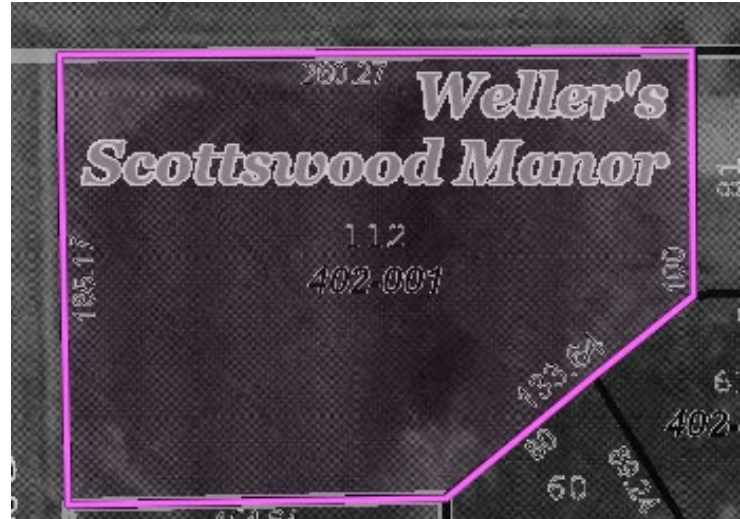
2011



2002



1988



1973

# Exhibit E: Preliminary Project Description and Concept Drawing

## Exhibit A

### Affordable Housing Project

#### Project Description

Prairie Ridge Apartments include:

- At least 40 units of affordable housing targeting families earning between 30 – 80% of County Median Income
- Emphasis on a low-density design including a two-story apartment building with walk-out units and cottage-style ranch townhome buildings
- Community amenity space such as a playground and small-scale community garden
- A potential partnership between Northpointe Development and the Housing Authority with the Housing Authority serving as the 51% owner of the development
- Increasing the city's tax base through the redevelopment of a community garden and an underutilized city-owned lot





# Exhibit F: Intergovernmental Agreement with HACC

## AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF URBANA, ILLINOIS AND THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY, ILLINOIS

This INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF URBANA, ILLINOIS AND THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY, ILLINOIS (including any exhibits and attachments hereto, collectively this "Agreement"), is made and entered into as of October \_\_, 2022, but actually executed as of the dates beneath their signatures set forth below by and between the City of Urbana and the Housing Authority of Champaign County (collectively, the "Parties").

WHEREAS, City of Urbana (hereafter, the "City") is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Housing Authority of Champaign County (hereafter, the "Authority") was created by the Illinois State Legislature in 1939 to provide housing for low income individuals and families; and

WHEREAS, the Parties have an interest in the provision of quality affordable housing for very low and low income families as well as the overall economic health, well-being, quality of life, safety, and security within the City of Urbana generally including the Lierman neighborhood; and

WHEREAS, there existed in the City of Urbana a vacant lot on the southeast corner of Lierman and Washington; and

WHEREAS, there existed in the City of Urbana a multi-family residential property commonly referred to as the "Urbana Townhomes" site that consisted of a number of townhome buildings and that the said townhomes buildings were demolished because they presented a threat to the overall economic health, well-being, quality of life, safety, and security of the Lierman neighborhood within the City of Urbana, thereby leaving a vacant real estate parcel (collectively, the "Redevelopment Sites"); and

WHEREAS, Urbana currently owns the Redevelopment Sites; and

WHEREAS, the revitalization of the Redevelopment Sites is dependent in large part on a cooperative arrangement between the City, the Authority, and one or more third persons who wish to and/or intend to undertake any form of renovation of the Redevelopment Sites; and

WHEREAS, the City and the Authority seek to reinstitute and expand a prior intergovernmental agreement that, in part, provided for the redevelopment of the Urbana Townhomes site and now re-enter into an arrangement in order to promote, foster, and facilitate revitalization of the Redevelopment Sites that may include a private Development Partner who will assist the parties in undertaking the redevelopment of the Redevelopment Sites.

NOW, THEREFORE, in exchange for good, valuable, and mutual consideration that each Party acknowledges as having in hand received, and in consideration for the exchange of the covenants, terms and conditions contained in this Agreement, the Parties agree as follows:



**SECTION 1 - REDEVELOPMENT PLAN:** The City and the Authority shall cooperate and work with one another in order to develop, design, create, and/or adopt a plan for the revitalization (collectively, hereafter, "Redevelopment Plan") of the Redevelopment Sites. The Parties shall contribute such expertise as each may possess in undertaking and creating the Redevelopment Plan. Such Redevelopment Plan is anticipated to consist of new construction on the Redevelopment Sites for the purpose of providing mixed income multi-family rental dwelling units. Nothing herein shall be deemed to prohibit the Parties from retaining the services of or entering into one or more agreements with one or more third persons to prepare and/or assist in the preparation of the Redevelopment Plan or any portion thereof. In the event the Parties elect to retain the services of one or more third persons to prepare or assist in the preparation of the Redevelopment Plan, no such third person shall be hired or otherwise be retained unless and until the Parties agree on the formula for paying for the services of such third person. Any such Redevelopment Plan shall provide that any private or public stormwater sewer system constructed on the Redevelopment Sites shall allow the owner of 1505 and 1507 East Washington Street, Urbana, Illinois to connect its private stormwater sewer system that serves said owner's three apartment buildings to such stormwater sewer system constructed on the Redevelopment Sites unless the City expressly and in writing waives this specific term and condition.

**SECTION 2 - DEVELOPMENT AGREEMENT:** The Parties jointly selected Northpointe Development to serve as the Development Partner in the Redevelopment Plan to be undertaken at the redevelopment sites. The Parties shall negotiate mutually acceptable terms of agreement with Northpointe for undertaking of the Affordable Housing project.

**SECTION 3 - REDEVELOPMENT SITES:** The City, in its sole discretion and on terms acceptable to the City, may elect to transfer title to the Redevelopment Sites to another person, whether a governmental entity, not-for-profit entity, for-profit entity, or other private person in order to undertake and complete the Redevelopment Project involving the Redevelopment Sites.

**SECTION 4 - REDEVELOPMENT PLAN AND PROJECT FINANCING:** The Parties anticipate that the Redevelopment Project will be financed through a variety of sources including but not necessarily limited to financial assistance from local, state, and federal sources, which include the City and the Authority. Such financing sources may include but shall not necessarily be limited to Low Income Housing Tax Credits, HUD financing, private investment, gifts, and such other sources that are known to and/or have yet to be identified by the Parties. Notwithstanding the foregoing,

- A. The City, at its sole election and upon terms and conditions agreeable to it, may -
  - i. provide indirect financial assistance in connection with the Redevelopment Project including, but not necessarily limited to, waivers of fees, permit costs, and other applicable costs; and/or
  - ii. provide and/or facilitate the provision of such other funds as are or may be available to the City for such a project; and/or

iii. facilitate access to and use of funding sources available to the City that may be willing to fund or finance such a project; and/or

iv. subordinate any City lien and/or financing currently in place, including but not necessarily limited to secondary HOME financing and/or demolition liens as may be needed in order to secure additional funding or financing for the Redevelopment Project or portion thereof, provided that the units supported by such financing remain affordable as defined and through the terms stipulated in the HOME loan documents.

B. The Authority, at its sole election and upon terms and conditions agreeable to the Authority, may -

i. provide "gap" financing; and/or

ii. provide long-term project-based subsidies; and/or

iii. provide and/or facilitate the provision of such other funds as are or may be available to the Authority for such a project; and/or

iv. facilitate access to and use of funding sources available to the Authority that may be willing to fund or finance such a project.

Nothing herein shall constitute a representation, warranty, promise, or obligation by or on the part of the either Party to contribute that Party's own funds to the Redevelopment Project. However, notwithstanding the foregoing, the Parties, jointly and separately, shall undertake reasonable good faith efforts to locate sources of funding, which may include but not necessarily be limited to governmental and private sources of funding, to undertake and complete the Redevelopment Project.

**SECTION 5 - APPLICABILITY OF CITY CODES:** Nothing in this Agreement shall be deemed or construed as constituting a waiver of any City building, building maintenance, fire, life-safety, or other code, ordinance, rule, or regulation that may be applicable to or govern the Redevelopment Project other than the fees as the City may agree, but is not obligated, to waive as provided for in Section 4 of this Agreement. In the event that the Redevelopment Project is undertaken and completed, nothing in this Agreement shall be deemed or construed as constituting a waiver of any City building, building maintenance, fire, life-safety, or other code, ordinance, rule, or regulation that may be applicable to or govern the properties that have, heretofore, been identified as the Redevelopment Sites.

**SECTION 6 - ANTICIPATED TIME FOR REDEVELOPMENT:** To the extent practicable, the Parties shall make a reasonable good faith effort to complete such redevelopment funding applications as they deem proper in order to complete the Affordable Housing redevelopment project. To the reasonable extent practicable, the Parties shall make a good faith effort, whether jointly or in cooperation with one or more private developers, to undertake and complete the Redevelopment Project on or before December 31, 2024. In the event that the Parties make a reasonably good faith effort to meet the aforesaid deadlines but fail to do so, such failure



shall not be deemed to constitute a breach of or a default on this Agreement and the Parties shall continue to cooperate with each other in an effort to complete the Redevelopment Plan and Redevelopment Project in a reasonably timely manner.

**SECTION 7 - DEFAULT AND CURE:** In the event that either Party believes that the other Party has acted unreasonably or has defaulted in connection with any term, provision, or covenant contained in this Agreement, that Party shall give written notice to the other Party, which written notice shall identify the Section of this Agreement that the noticing Party believes has been breached. Such notice shall also specify in reasonable detail the means by which the other Party has acted unreasonably and/or breached this Agreement. The Party receiving the notice shall have fourteen (14) days in which to cure the alleged unreasonable conduct or breach, provide a different date by which the Party receiving the notice believes it can correct the unreasonable act or default, or provide in writing to the noticing Party why the recipient of the notice has not acted unreasonably or in breach of this Agreement. If the recipient of the notice believes that it has not acted unreasonably or otherwise in breach of this Agreement, that Party shall specify in detail why it believes it has acted reasonably and/or why it does not believe that it is in breach of this Agreement. In the event that the Parties cannot reach consensus on whether the recipient of the notice has either acted unreasonably or breached this Agreement, then either Party may terminate this Agreement by providing written notice to the other Party that advises that the Agreement shall be deemed terminated on the ninetieth (90<sup>th</sup>) day of the date of such notice of termination.

**SECTION 8 - MISCELLANEOUS:**

A. **Indemnity:** Each Party agrees to defend and hold harmless the other Party and its officers, agents, and employees from and for any and all losses, costs, expenses, demands, claims, causes, causes of action, judgments, and liabilities sustained and/or alleged to have been sustained in connection with, as a result of, and/or arising out of the intentional, willful, wanton, or gross negligence of the other Party in connection with the performance or undertaking of any obligation provided for in this Agreement. Nothing herein shall be deemed, interpreted, or construed as constituting and or extending any indemnity, hold harmless, or duty to defend covenant to the intentional, willful, wanton, grossly negligent, or negligent acts of any third person unless one or both Parties to this Agreement otherwise agree in writing to indemnify and/or hold harmless such other third person. This indemnity, hold harmless, and duty to defend provision shall not expire until the statute of limitations, including any tolling period therefor, expires. In the event either Party to this Agreement seeks or elects to invoke the indemnity, hold harmless, and/or duty to defend provision contained herein, such Party shall provide the other Party with written notice of such intent to exercise this Sub-Section and such notice shall provide such information as is necessary to inform or otherwise apprise the recipient of such notice of the basis and reason for seeking to exercise the terms, provisions and covenants contained in this Sub-section.

B. **Notices:** Any and all notices required to be given by this Agreement shall be given in the following means and any such notice shall be deemed effective as hereinafter provided:

i. If by First Class U.S. Postal Service: Any and all notices sent by U.S. Postal Service shall be sent via First Class mail, registered, or certified mail with return



receipt requested. If any notice is placed in a properly addressed and stamped envelope, such notice shall be deemed effective five (5) business days after the date of placement with the U.S. Postal Service.

~~ii. If by facsimile transmission: Any and all notices sent by facsimile transmission shall be deemed effective the day after the date of transmission but only if the sending fax machine provides a written acknowledgement that the transmission was properly sent to the recipient Party's facsimile telephone number and received by the recipient Party's fax machine. If any one of the immediate-  
afore-stated conditions is not met, the notice shall be deemed ineffective.~~

iii. If sent by overnight courier service: Any and all notices sent by overnight courier service shall be deemed effective the date after delivery of such notice but only if the said courier service provides or otherwise makes available tracking of the delivery of such notice, which tracking shall include the date and time when such delivery to the recipient Party was made.

iv. If by personal service: Any and all notices that are personally served on the recipient Party shall be deemed effective the day after delivery is made but only if the person delivering any such notice executes an affidavit that states the date when such personal delivery was made.

C. **Record Keeping:** The Parties agree to keep and maintain any and all records and documents created in connection with the creation of the Redevelopment Plan and any undertaking of the Redevelopment Project. Such records shall be kept and maintained in accordance with the State Records Act (5 ILCS 160/1 *et seq.*).

D. **Severability:** If any term or other provision of this Agreement is declared by a court or administrative agency of competent jurisdiction to be invalid, illegal, or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either Party. Notwithstanding the immediate foregoing, if in any such proceeding, one Party's performance under this Agreement is declared to be unenforceable by the other Party, then this Agreement shall be deemed to automatically terminate with such termination date to be effective on the date when such declaration, finding, order, or decree is entered.

E. **Entirety of Agreement:** This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understanding between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled.

F. **Amendment or Modification:** This Agreement may not be amended or modified except by an instrument in writing signed by both Parties.

G. **Waiver:** Any waiver or release by one Party of the other Party of any term, condition or covenant contained in this Agreement shall be deemed effective only if such waiver is contained in a writing signed by the Party granting such waiver. Any such waiver shall not be deemed, construed, or interpreted as a waiver or release of any other term, condition or covenant contained in this Agreement.

H. Execution in Counterparts: This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

I. Governing Law and Jurisdiction: The laws of the State of Illinois shall apply to any construction, interpretation, enforcement, or action for breach of this Agreement. In the event that any action is filed which seeks to interpret, enforce, or declare breach of this Agreement, any such action shall be filed and maintained in the Sixth Judicial Circuit of the Circuit Court, Champaign County, Illinois.

J. Representations and Warranties of Authority to Execute: The Parties represent and warrant that the person executing this Agreement on the respective Party's behalf is duly authorized to do so.

K. Termination and Expiration of Agreement: This Agreement shall terminate upon the occurrence of any one of the following:

- i. Completion of the Redevelopment Project as substantially provided for in such Redevelopment Plan or any amendment thereto.
- ii. After a reasonable good faith effort has been undertaken by the Parties to undertake the Redevelopment Project in accordance therewith but without success and upon written notice of one Party to the other Party to such effect.
- iii. Upon the Parties' failure, following reasonable good faith efforts, to obtain the necessary participation and financing by one or more third persons to undertake the Redevelopment Project.
- iv. Upon mutual agreement of the Parties which Agreement shall be in writing whether for cause or without cause.
- v. Upon a breach or default of this Agreement where the non-breaching or non-defaulting Party declares in writing that this Agreement shall be terminated as of a date provided in such notice of breach or notice of default.

For the City of Urbana:

By: Aiane Wolfe Marlin

Its: Mayor

Attest: Phyllis D. Clark

Date: 10/19/2022

For the Housing Authority of Champaign County:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit G: Application for Zoning Map Amendment



## 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 11-14-2022 Plan Case No. 2464-M-22  
Fee Paid - Check No. NO FEE-----Amount-----Date-----

### PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

#### 1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): \_\_\_\_\_ Phone: \_\_\_\_\_

Address (*street/city/state/zip code*): \_\_\_\_\_

Email Address: \_\_\_\_\_

Property interest of Applicant(s) (*Owner, Contract Buyer, etc.*): \_\_\_\_\_

#### 2. OWNER INFORMATION

Name of Owner(s): \_\_\_\_\_ Phone: \_\_\_\_\_

Address (*street/city/state/zip code*): \_\_\_\_\_

Email Address: \_\_\_\_\_

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: \_\_\_\_\_

PIN # of Location: \_\_\_\_\_

Lot Size: \_\_\_\_\_

Current Zoning Designation: \_\_\_\_\_

Proposed Zoning Designation: \_\_\_\_\_

Current Land Use (*vacant, residence, grocery, factory, etc.*): \_\_\_\_\_

Proposed Land Use: \_\_\_\_\_

Present Comprehensive Plan Designation: \_\_\_\_\_



How does this request conform to the Comprehensive Plan?

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

#### **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):**

Phone:

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

Email Address:

#### **5. REASONS FOR MAP AMENDMENT:**

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

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



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

What other circumstances justify the zoning map amendment

Time schedule for development (*if applicable*)

Additional exhibits submitted by the petitioner.

***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.



11-14-2022

Applicant's Signature

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