

ORDINANCE NO. 2017-10-059

AN ORDINANCE APPROVING A SPECIAL USE PERMIT

(3202 North Lincoln Avenue / Roanoke Concrete Products -- Plan Case 2313-SU-17)

WHEREAS, Roanoke Concrete Products Co. has petitioned the City for approval of a Special Use Permit to allow a ready-mix concrete plant and materials recycling facility in the IN-2, Heavy Industrial Zoning District; and

WHEREAS, the Urbana Zoning Ordinance requires a Special Use Permit for recycling facilities and for “all other industrial uses”, including ready-mix concrete plants, in the IN-2, Heavy Industrial Zoning District; and

WHEREAS, the proposed use is conducive to the public convenience at this location; and

WHEREAS, the proposed use is designed, located, and proposed to be operated so that it will not be unreasonably injurious, detrimental to its location or the public welfare; and

WHEREAS, the proposed development is consistent with the development regulations for properties in the IN-2 Zoning District and preserves the essential character of the district in which it shall be located; and

WHEREAS, after due publication. the Urbana Plan Commission held a public hearing on October 5, 2017, and voted with 6 ayes and 1 nay to forward Plan Case 2313-SU-17 to the Urbana City Council with a recommendation to approve the request for a Special use Permit, subject to the conditions specified in Section 1 herein; and

WHEREAS, approval of the Special Use Permit, with the conditions set forth below, is consistent with the requirements of Section XIII-1 of the Urbana Zoning Ordinance, Special Use Permit Procedures, and with the general intent of that Section of the Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, as follows:

Section 1. A Special Use Permit is hereby approved to allow a ready-mix concrete plant and materials recycling facility in the IN-2, Heavy Industrial Zoning District with the following conditions:

1. The applicant submits final site plans prior to issuance of any site or building permit to ensure that the proposed development will conform to all applicable

development regulations for the City of Urbana, and that such plans are approved by the City prior to development of the site.

2. The applicant submits a landscape plan prior to issuance of any building permit to ensure that proposed landscaping and screening conforms to the City of Urbana Zoning Ordinance standards for screening of industrial storage and required landscape buffers.
3. The development shall be constructed in general conformance with the approved site plans and landscape plan.
4. All required Illinois EPA permits are obtained prior to development of the site.
5. The site plan shall conform to FAA requirements for Runway Protection Zones.

Legal Description:

Beginning at a point 915.18 feet North of the Southwest corner of Section Thirty-Two (32), Township Twenty (20) North, Range Nine (9) East of the Third Principal Meridian and running thence North along the West line of said Section Thirty-two (32) to the center of the wagon road running Southwesterly and Northeasterly across the Northwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-two (32), thence running in a Northeasterly direction along the center line of said wagon road to the North line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-two (32), thence running East along the center line of said Section Thirty-two (32) to the Northeast corner of said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-two (32) and thence running South along the East line of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of said Section Thirty-two (32) to a point on said East line 915.18 feet North of the South line of said Section Thirty-two (32), thence running West on a line parallel with the South line of said Section Thirty-two (32) to the point of beginning, EXCEPT that part dedeed as Tract #2 in Dedication of Right of Way for Public Road Purposes as Document No. 2001R02916, situated in Champaign County, Illinois. Lot 1 of Ohnstad Commercial Subdivision No. 1, as per plat recorded August 16, 2004 as Document No. 2004R26137, in Champaign County, Illinois.

PIN: 91-15-32-300-002, Address: 3202 North Lincoln Avenue

Section 2. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the City Council. This Ordinance shall be in full force and effect from and after its


passage and publication in accordance with the terms of Chapter 65, Section 1-2-4 of the Illinois Compiled Statutes (65 ILCS 5/1-2-4).

PASSED BY THE CITY COUNCIL this 16th day of October, 2017.

AYES: Ammons, Brown, Hazen, Jakobsson, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:



Charles A. Smyth

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 18th day of October, 2017.

Diane Wolfe Marlin

Diane Wolfe Marlin, Mayor



CERTIFICATE OF PUBLICATION IN PAMPHLET FORM



I, Charles A. Smyth, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois. I certify that on the 16th day of October 2017, the City Council of the City of Urbana passed and approved Ordinance No. 2017-10-059, entitled:


AN ORDINANCE APPROVING A SPECIAL USE PERMIT (3202 North Lincoln Avenue / Roanoke Concrete Products – Plan Case 2313-SU-17)

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2017-10-059 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 18th day of October, 2017, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

Dated at Urbana, Illinois, this 18th day of October, 2017.





Charles A. Smyth, City Clerk

10N



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Tx:4095844

This instrument was prepared by:

Curt Borman
Assistant City Attorney
City of Urbana
400 S. Vine Street
Urbana, IL 61801

2018R02430
REC ON: 02/20/2018 01:19:47 PM
CHAMPAIGN COUNTY
MARK SHELDEN
REC FEE: 51.00
RHSPS Fee:
REV FEE:
PAGES 10
PLAT ACT: 0 PLAT PAGE:

Mail recorded document to:

(G)

City of Urbana Legal Division
400 S. Vine Street
Urbana, IL 61801

City of Urbana – Champaign County

**STORMWATER DETENTION BASIN
EASEMENT AND OPERATION-MAINTENANCE AND REPAIR AGREEMENT**

**Roanoke Concrete Products Company
3202 North Lincoln Avenue
Urbana, Illinois 61802
PIN: 91-15-32-300-002**

ORIGINAL
FOR YOUR
RECORDS

CITY OF URBANA
RECEIVED

FEB 21 2018

CITY CLERKS OFFICE

**STORMWATER DETENTION BASIN
EASEMENT AND OPERATION-MAINTENANCE AND REPAIR AGREEMENT**

This agreement is made between the undersigned Owner ("Owner") and the City of Urbana, Illinois ("City"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto.

The Owner has submitted plans to the City to develop a parcel of real estate. The City has approved the plans subject to the execution of this agreement to provide for the perpetual maintenance and repair of the Stormwater Detention Basin set forth in the Site Plan to ensure that the Basin retains and releases stormwater in accordance with the approved Basin design.

Because the purpose of this agreement is to assure the perpetual maintenance and repair of the Basin, this agreement expressly provides that it is a covenant running with the land and that it is binding on all subsequent owners and assigns. Therefore, the parties agree as follows:

1. Definitions.

- A. *Basin or Stormwater Detention Basin* means the stormwater detention facility and all equipment and appurtenances pertaining thereto, including dam structures, which are set forth in the approved Site Plan, attached as Attachment A. *Basin* includes all such detention facilities subject to this agreement.
- B. *Development Parcel* means the entirety of the real estate encompassing the development being approved and legally described in Attachment B.
- C. *Owner* means record owner or owners of the Development Parcel on which the Basin is proposed to be constructed, as set forth in the Site Plan, and subsequent record owners of the Development Parcel or any part thereof. *Owner* includes corporate entities.

2. Owner Duties and Obligations. The then current Owner shall have the following permanent duties and obligations:

- A. Annual inspection of the Basin in accordance with the Detention Basin Inspection Checklist attached as Attachment C.
- B. Mowing and seeding of Basin and embankments.
- C. Removal of downed trees from the Basin, insofar as they inhibit the function of the Basin.
- D. Removal of tree growth from the Basin embankment.
- E. Removal of trash and other debris from the Basin, stormwater outlets, and release structures.
- F. Mosquito control, such as by spraying, fish stocking, or vegetation control.

- G. Repair of fences, Basin embankments, drainage structures, pipes, and spillways.
- H. Management of vegetation, such that the vegetation does not interfere with the function of the Basin.
- I. Routine maintenance of Basin embankments to prevent surface erosion of the Basin.
- J. Reasonable action to control animals (such as beavers and muskrats) that may live in or around the Basin, insofar as they pose a hazard to the function of the Basin.
- K. Dredging and cleaning of the Basin to maintain an appropriate depth for stormwater management purposes.
- L. Periodic checks of Basin depth, as appropriate.
- M. Replacing pipe spillways when damaged, to the extent that their function is impaired.

3. Assessments.

- A. If the Owner elects to assign its duties and obligations under this agreement to a homeowner's association provided for in the declaration of covenants pertaining to the subdivision of the Development Parcel, such assignment will be effective only if the declaration of covenants requires that the homeowner's association levy regular or special assessments against all present or subsequent owners of property subject to the declaration of covenants and served by the Basin sufficient to ensure that the homeowner's association has adequate funds available to perform its duties and obligations in accordance with this agreement.
- B. Any declaration of covenants pertaining to a subdivision of the Development Parcel and recorded with the Champaign County Recorder of Deeds must contain a reference to this agreement and must state that the Owner's duties and obligations concerning the Basin will not be amended, modified, or abrogated without the prior written approval of the City.

4. Easement. The Owner hereby grants and conveys to the City the non-exclusive easement for ingress and egress over and across the Development Parcel to provide perpetual access from the public rights-of-way to the Basin for the City, its employees, agents, and contractors to inspect the operation of the Basin. Following any such inspection, if the Development Parcel grounds are damaged by activity associated with the inspection, the City shall restore the Development Parcel to the same condition as existed immediately prior to such entry for inspection.

5. Remedies.

- A. In addition to all rights and remedies otherwise available at law or equity, in the event of any default under or violation or threatened violation of the agreement, as determined

by the City Engineer, the City shall then, after written notice to the Owner setting forth the specific failures to comply with this agreement, if those failures are not corrected within thirty (30) days after the delivery of such notice, or, if the Owner is diligently proceeding to correct the violation or threatened violation, then one hundred-twenty (120) days after delivery of such notice, have the right, but not the obligation, to correct the failures, and the Owner shall pay the costs thereof within ten (10) working days after a written request for reimbursement is delivered as provided in Paragraph 12.

- B. Upon the Owner's failure to pay the costs thereof to the City, the Owner consents to the City adding a surcharge to the stormwater utility fee (Urbana City Code Chapter 24, Article VIII, as amended) pertaining to real property within the Development Parcel. The Public Works Director shall determine the amount of such surcharge as to each parcel within the Development Parcel so as to apportion and spread such costs in a fair and reasonable manner.
- C. Additionally, upon the Owner's failure to timely reimburse the City for its costs in correcting those matters cited in the notice from the City Engineer referred to in subparagraph A of this Paragraph, the City may record a claim of lien in the amount of such costs. If the City elects to file a claim of lien, the Public Works Director shall determine the fair and equitable amount of such costs to be claimed against each parcel within the Development Parcel.

6. **Reservation.** The Owner reserves the following rights:

- A. The right to landscape and grade the easement areas and to install fencing. However, this right does not prevent the exercise of the City's rights of ingress and egress, or impede the function of the Basin;
- B. The right to install or to grant to others the right to install utilities in, on, or about the Development Parcel; and
- C. The right to otherwise use the Development Parcel for such other purposes as the Owner may desire, on condition that such use is not inconsistent with, and does not interfere with, the easement granted by this agreement, and further that the function of the Basin, if any, is not materially impaired by such use.

7. **Non-waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

8. **Compliance with Laws.** The work performed by the parties to this agreement shall be completed in a good and skillful manner and shall comply in all material respects with all federal, state, and local laws, regulations, and ordinances.

9. **Indemnification.** The Owner shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's

fees and costs, arising from or in any way related to the performance or failure to perform the provisions of this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this Agreement.

10. **Term and Assignment.** The easement granted in this agreement and the other covenants, agreements, and licenses contained in this agreement will be covenants and agreements running with the land and will inure to the benefit of, and be binding upon, the parties hereto and all persons claiming under them in perpetuity, unless amended or terminated in accordance with Paragraph 11 below. Any subsequent Owner or assign of any part of the Development Parcel shall be responsible for the maintenance and repair of the Basin and shall hold the City harmless from any loss, damage, injury or claim resulting from the operation of the Basin. No assignment or transfer of any responsibility of the Owner under this agreement will be effective as to the City unless first consented to in writing by the City Engineer.

11. **Entire Agreement; Amendment; Termination.** This agreement constitutes the entire agreement between the parties concerning the subject matter, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended or terminated except by a written instrument duly executed by all parties and recorded with the Champaign County Recorder of Deeds.

12. **Notices.** Any notice or other document required or intended to be given to any of the parties to this agreement must be in writing and will be deemed to be duly given if hand delivered or, if deposited in the United States mail, marked certified or registered, return receipt requested, postage prepaid; or if sent by commercial courier service (e.g., Federal Express or UPS), addressed to the party to whom notice is to be given at the party's address set forth beneath the authorized signature of the respective party at the end of this agreement, or at such other address as the party may hereafter designate by notice.

13. **Governing Law.** The parties shall construe this agreement in accordance with the laws of the State of Illinois and shall initiate and maintain any action to interpret, construe, or enforce this agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

14. **Severability.** The parties intend this agreement to be enforced to the fullest extent as allowed by law. If any provision of this agreement is found to be unenforceable by any court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

15. **Recording.** To ensure that all subsequent owners are informed of their obligations contained in this agreement, the City will record this agreement in the Office of the Champaign County Recorder of Deeds at the Owner's expense.

16. **Counterpart.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

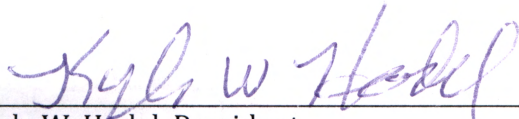
The duly authorized representatives of the Owner and the City are signing this agreement on the dates as stated below.

Owner
Roanoke Concrete Products Company
1275 Spring Bay Road
East Peoria, Illinois 61611

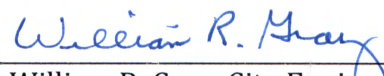
City
City of Urbana, Illinois
Public Works Department
706 S. Glover Avenue
Urbana, Illinois 61802-4427

BY:

BY:



Kyle W. Hodel, President



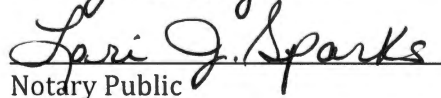
William R. Gray, City Engineer

STATE OF ILLINOIS)
)
COUNTY OF Woodford) ss.

I, the undersigned, a notary public in and for the said County, in the State aforesaid do hereby certify that Kyle W. Hodel, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in his capacity as the duly authorized President of Roanoke Concrete Products Company as his free and voluntary act, and the free and voluntary act of Roanoke Concrete Products Company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 25 day of January 2018.



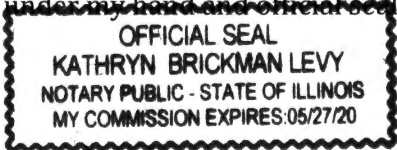


Notary Public

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) ss.

I, the undersigned, a notary public in and for the said County, in the State aforesaid do hereby certify that William R. Gray, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in his capacity as the duly authorized City Engineer of the City of Urbana as his free and voluntary act, and the free and voluntary act of the City of Urbana for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of January 2018.



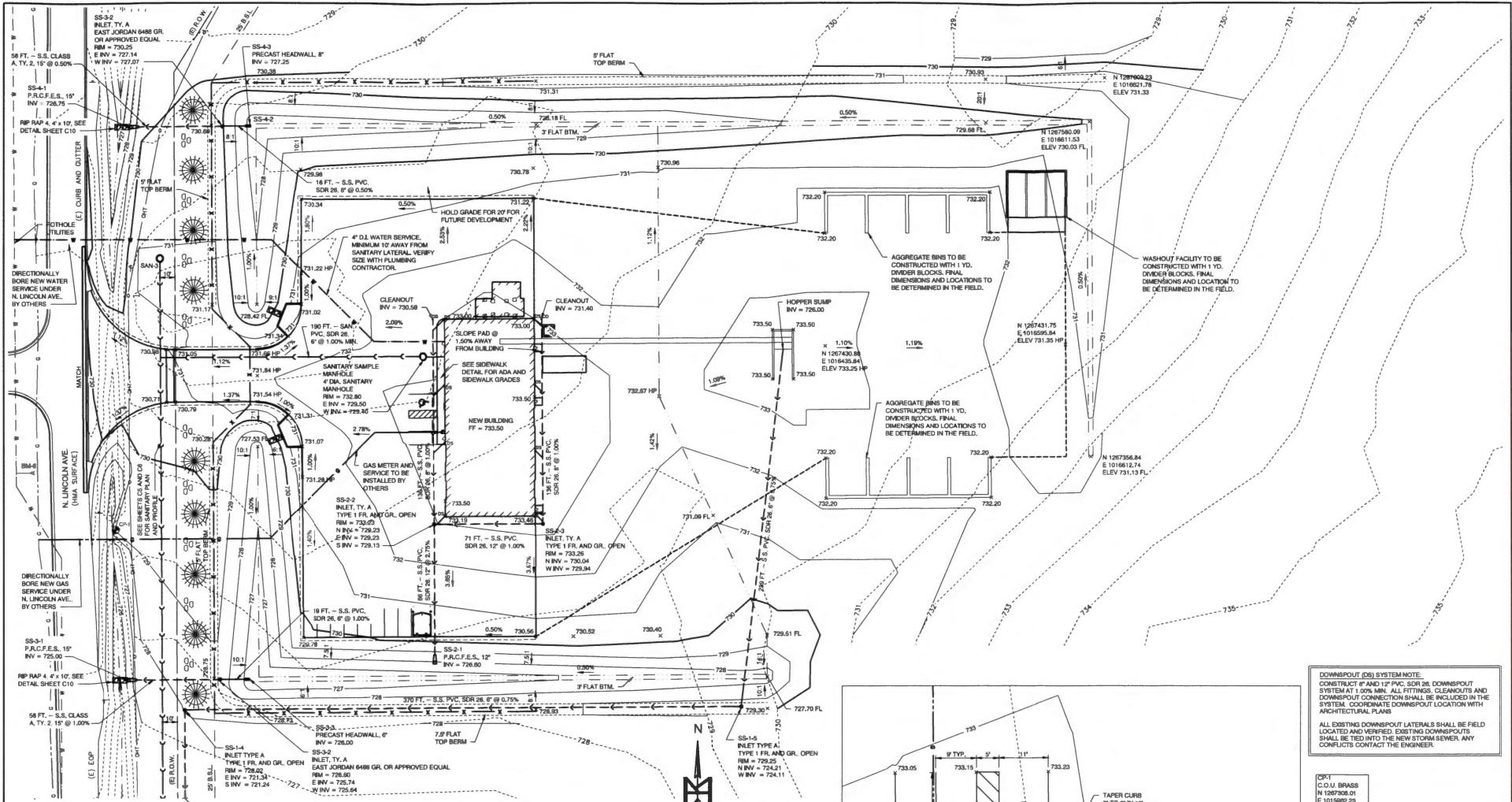


Notary Public

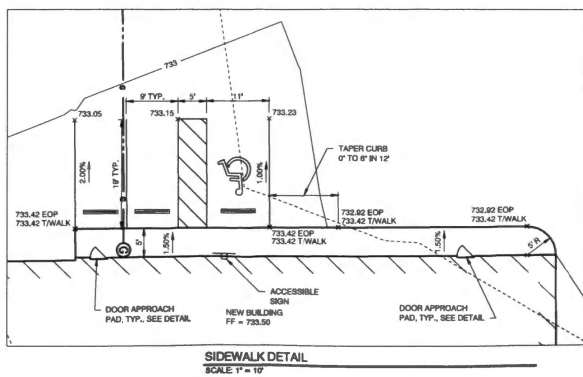
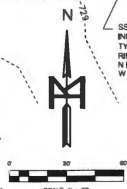
Attachments:

- A. Site Plan
- B. Development Parcel legal description
- C. Detention Basin Inspection checklist





SITE GRADING AND UTILITY PLAN
SCALE 1" = 30'



DOWNSPOUT (DS) SYSTEM NOTE:
CONSTRUCT 8" AND 12" PVC, SDR 26, DOWNSPOUT SYSTEM AT 1.00% MIN. ALL FITTINGS, CLEANOUTS AND DOWNSPOUT CONNECTION SHALL BE INCLUDED IN THE SYSTEM. COORDINATE DOWNSPOUT LOCATION WITH ARCHITECTURAL PLANS.

ALL EXISTING DOWNSPOUT LATERALS SHALL BE FIELD LOCATED AND VERIFIED. EXISTING DOWNSPOUTS SHALL BE TIED INTO THE NEW STORM SEWER. ANY CONFLICTS CONTACT THE ENGINEER.

OFF: C.O.U. BRASS N 1267508.01 E 1016692.23

BENCH MARK - BM4 NORTH CAP BOLT ON FIRE HYDRANT ON WEST SIDE OF N. LINCOLN AVE. 584' NORTH OF SOMER DR. CENTERLINE ELEVATION = 731.82



PRELIMINARY ONLY
NOT FOR CONSTRUCTION

WATER SERVICE NOTES:

ALL WORK SHALL BE INSTALLED AND CONSTRUCTED IN ACCORDANCE WITH "AMERICAN WATER WORKS SERVICE COMPANY INCORPORATED STANDARD PIPELINE SPECIFICATIONS" DATED DECEMBER 1960 AND SUBSEQUENT SUPPLEMENTS.

WATER MAIN SHALL HAVE A MINIMUM COVER OF 42 INCHES.

ALL VALVES THAT REQUIRE OPERATION SHALL BE BY ILLINOIS AMERICAN PERSONNEL.

TRENCH WIDTH SHALL BE 14" MIN., 30" MAX. WATER MAIN SHALL BE DISINFECTED AND BACTERIA TESTED IN ACCORDANCE WITH ILLINOIS AMERICAN WATER SPECIFICATIONS.

RESTRAINED JOINTS AND FITTINGS APPROVED BY ILLINOIS AMERICAN WATER COMPANY MAY BE USED IN LIEU OF THURST BLOCKS.

GATE VALVES SHALL COMPLY WITH AWWA C606. GATE VALVE OPENING DIRECTION SHALL BE LEFT (COUNTER CLOCKWISE).

TAPPING SADDLES AND VALVES SHALL BE INSTALLED BY ILLINOIS AMERICAN WATER COMPANY PERSONNEL AND TESTED PER ILLINOIS AMERICAN WATER COMPANY SPECIFICATIONS. GATE VALVE OPENING DIRECTION SHALL BE LEFT (COUNTER CLOCKWISE).

CONTRACTOR RESPONSIBLE FOR ALL CONSTRUCTION BEHIND R.O.W.

PIPE SHALL BE RATED FOR A MINIMUM OF 100 PSIG HYDROSTATIC DESIGN BASIS OF 150 PSIG AND A MINIMUM BURST PRESSURE OF 600 PSIG.

ALL FITTINGS USED FOR CONNECTIONS SHALL BE MADE OF BRASS AND BE OF THE COMPRESSION TYPE.

PE TUBING SHALL BE INSTALLED WITH "INTERNAL STAINLESS METALLIC STIFFENERS".

M MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5501 N. Prospect Road, Suite 48
Peoria, Illinois 61614
www.mohrskerr.com

Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm # 184.005091

REV.	DATE	NATURE OF REVISION	DRAWN	CHECKED	DATE

FILE NAME: C4 - GRADING ROANOKE 17-200.dwg, Jan 09, 2018

SURVEYED	CT/GC/EJ	CLIENT

SCALE 1" = 30'

DATE 01-25-18

ROANOKE CONCRETE PRODUCTS
3202 N. LINCOLN AVE.
URBANA, IL 61802

SITE GRADING AND UTILITY PLAN

PROJECT NO.	SHEET # OF #	DRAWING NO.
17-200	4 OF 11	C4

ATTACHMENT B

LEGAL DESCRIPTION OF REAL PROPERTY

Beginning at a point 915.18 feet North of the Southwest corner of Section Thirty-two (32), Township Twenty (20) North, Range Nine (9) East of the Third Principal Meridian and running thence North along the West line of said Section Thirty-two (32) to the center of the wagon road running Southwesterly and Northeasterly across the Northwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-two (32), thence running in a Northeasterly direction along the center line of said wagon road to the North Line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-two (32), thence running East along the center line of said Section Thirty-two (32) to the Northeast corner of said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-two (32) and thence running South along the East Line of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of said Section Thirty-two (32) to a point on said East line 915.18 feet North of the South line of said Section Thirty-two (32), thence running West on a line parallel with the South line of said Section Thirty-two (32) to the point of beginning, EXCEPT that part deeded as Tract #2 in Dedication of Right of Way for Public Road Purposes as Document No. 2001R02916, situated in Champaign County, Illinois.

Parcel Number: 91-15-32-300-002

Commonly known as: 3202 N. Lincoln Avenue, Urbana, Illinois 61802

Attachment C

Detention Basin Inspection Checklist

Basin Name/Location

Basin Owner

Basin Maintainer (usually owner)

Basin Type (wet or dry)

Inspection Date

Annual Inspection Items

1. Debris
2. Weeds
3. Bare spots in groundcover
4. Algae growth
5. Odor
6. Sediment
7. Erosion at normal pool elevation & severity
8. Erosion of bank slopes & severity
9. Holes in the ground
10. Unusual wet areas
11. Inflow & outflow systems (protective grates, blockages, and structural integrity)
12. Emergency overflow system
13. Detention function (normal, impaired)
14. Other items and comments
15. Corrective measures