

ORDINANCE NO. 8788-11

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION
OF A DEVELOPMENT AGREEMENT REGARDING MYRA RIDGE SUBDIVISION

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

Section 1. That a Development Agreement by and among the City of Urbana, Illinois, Carl E. Hill, Busey Bank formerly Busey First National Bank, as Trustee under the provisions of a Trust Agreement dated July 6, 1976, and known as Trust No. 498, and the Urbana Park District, a copy of which said Agreement is attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 20th day of July,
1987.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 23rd day of July,
1987.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8788-11 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

July 24, 1987
Date



DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 1987, by and between the City of Urbana, Illinois (hereinafter referred to as the "Corporate Authorities"), Carl E. Hill (hereinafter referred to as the "Developer"), Busey Bank, formerly Busey First National Bank, as trustee under the provisions of a trust dated July 6, 1976 and known as Trust No. 498 (hereinafter referred to as the "Owner") and the Urbana Park District (hereinafter referred to as the "Park District").

WITNESSETH:

WHEREAS, Busey Bank, trustee as aforesaid, is owner of record of certain real estate and legally described as follows:

Parcel #1 - Lot 4 of the Plat of Myra Ridge Park Site Subdivision, as shown in Urbana Plan Commission Plan Case No. 1260-S-87;

Parcel #2 - Commencing at the Northwest Corner of the East Half of the Northeast Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence S 00° 40' 37" E along the West line of the East Half of the Northeast Quarter of said Section 28, 1,052.00 feet for a true place of beginning; thence continuing South along said West line, 426.50 feet; thence N 89° 19' 21" E, 160.00 feet; thence S 00° 40' 36" E, 5.00 feet; thence S 84° 57' 58" E, 100.50 feet; thence N 62° 05' 43" E, 176.87 feet; thence N 38° 02' 28" E, 70.00 feet; thence S 40° 00' 00" E, 153.00 feet; thence N 86° 36' 37" E, 83.66 feet; thence N 62° 13' 15" E, 216.34 feet; thence N 40° 00' 00" W, 409.91 feet; thence S 38° 02' 39" W, 5.11 feet; thence N 40° 00' 00" W, 232.08 feet; thence N 74° 24' 51" W, 108.48 feet; thence S 89° 19' 23" W, 60.00 feet; thence S 00° 40' 37" E, 204.00 feet; thence S 89° 19' 23" W, 160.00 feet; thence N 00° 40' 37" W, 2.78 feet; thence S 89° 19' 21" W, 100.00 feet to the place of beginning, said tract containing 7.63 acres, more or less, and situated in Champaign County, Illinois;

Parcel #3 - The East Half of the Northeast Quarter of Section 28, Township 19 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois, EXCEPT the following as shown in the Records of the Champaign County Recorder of Deeds: Myra Ridge First Subdivision (Book Y, Page 222), Myra Ridge Second Subdivision (Book Z, Page 30), Myra Ridge Third Subdivision (Book Z, Page 29), Myra Ridge Fourth Subdivision (Book Z, Page 115), and Parcel #2 above, all situated in Champaign County, Illinois, containing 27.4 acres more or less;

WHEREAS, Parcel #1 described above has been designed and partially improved for use as a storm water run-off detention facility as part of Myra Ridge IV Subdivision; intended to serve all of the Myra Ridge Subdivision and other lands within the same storm water water shed; and

WHEREAS, the existing storm sewer facility is not capable of functioning to its original civil engineering design standards and, is lacking in maintenance and is in need of improvement; and,

WHEREAS, the Developer and Owner find it necessary to improve the existing storm water detention facility to facilitate further orderly and planned land development generally within the storm water run-off watershed; and

WHEREAS, the Corporate Authorities find it necessary and desirous for the health, safety and welfare of its citizens to provide maintenance of certain physical improvements of the storm water detention facility to facilitate long term operation of the facility; and

WHEREAS, the Park District finds it necessary and desirous to acquire the real estate (Parcel #1) to provide and maintain recreational opportunities for residents in the general area, subject to certain storm water control developmental improvements to the existing facility; and

WHEREAS, the maintenance of any improved storm water facility on Parcel #1 is not economically feasible or practical for the developer or owner and it is necessary that the Corporate Authorities and the Park District provide long term maintenance of the facility and to augment recreational use of the site; and

WHEREAS, this agreement is made pursuant the State of Illinois Constitution and Chapter 123 SS 745 et. seq. "Intergovernmental Cooperation Act" of the Illinois Revised Statutes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. Exhibit "A" attached hereto and made a part hereof describes the required civil engineering design and construction-related improvements that are required to be made to Parcel #1. It is acknowledged that Exhibit "A" represents the engineering design standards of the improvements to be made and that the details of said improvements are to be more fully described in Engineering Plans to be mutually approved by the Park District and the City Engineer of the City of Urbana prior to commencement of any improvements to Parcel #1.

2. It is agreed that any approval referenced in this agreement with respect to Parcel #2 shall substantially conform to the Plat of Myra Ridge Fifth Subdivision as contained in Urbana Plan Commission Plan Case #1254-S-87.

3. The Developer agrees to pay the Park District fifty thousand dollars (\$50,000) to be used for the construction and reconstruction of drainage facilities in Parcel #1 as described in Exhibit "A"; such payment to be made within fifteen (15) days following the recording of the Plat of Myra Ridge Fifth Subdivision in the Office of the Champaign County Recorder of Deeds for Parcel #2.

The Developer agrees to provide and maintain and keep in full force an irrevocable letter of credit to the Park District, as beneficiary, in an amount of fifty thousand dollars (\$50,000). Said letter of credit shall serve as security against an additional, second payment of fifty thousand dollars (\$50,000) to be paid to the Park District under the terms and conditions of paragraph #5, below. Said letter of credit shall be provided to the Park District (and satisfactory to the Park District) within fifteen (15) days following the recording of the Plat of Myra Ridge Fifth Subdivision as approved by the Corporate Authorities for Parcel #2.

4. The Park District agrees to complete all improvements as described in Exhibit "A" and the engineering plans to be mutually approved by the Park District and the City Engineer of the City of Urbana within three-hundred and sixty-five (365) days of the date of the recording of the Plat of Myra Ridge Fifth Subdivision for Parcel #2. Upon completion of said improvements by the Park District, the City Engineer shall determine whether said improvements were constructed in accordance with the approved engineering plans. Upon acceptance of the improvements by the City Engineer, a certificate of acceptance of all improvements shall be made in writing to the Park District; such acceptance and certification to not be unreasonably withheld. The Corporate Authorities and the Park District jointly reserve the right, by mutual agreement, to extend the time of completion of said improvements by the Park District beyond the three-hundred and sixty-five (365) days of the date of recording of the Plat of Myra Ridge Fifth Subdivision.

5. No later than three-hundred and eighty (380) days of the date of recording the Plat of Myra Ridge Fifth Subdivision for Parcel #2, the developer shall pay the Park District an additional second payment of fifty thousand dollars (\$50,000) for the construction and reconstruction of drainage facilities in Parcel #1 as described in Exhibit "A".

In the event the improvements described in Exhibit "A" are improved and certified by the City Engineer any time prior to the three-hundred sixty-fifth (365th) day of the recording of the Plat of Myra Ridge Fifth Subdivision, the Developer shall pay to the Park District fifty thousand dollars (\$50,000) within fifteen (15) days of written acceptance of the improvements by the City Engineer.

6. Upon recording the Plat of Myra Ridge Subdivision for Parcel #2, the Corporate Authorities agree to undertake the maintenance of all storm sewers and other structural storm drainage improvements, except earthen berms, within Parcel #1. The Corporate Authorities shall be responsible for the periodic removal of soil sedimentation and siltation within the detention basin storage area, as reasonably necessary.

7. Upon recording the Plat of Myra Ridge Fifth Subdivision for Parcel #2, the owner agrees to convey and the Park District agrees to accept title to the real estate described as Parcel #1 and further agrees to provide landscaping maintenance, which includes, but is not limited to vegetative ground cover, recreational facilities and earthen berms. Such maintenance, and the installation of any other improvements, shall be performed to facilitate and preserve the operation of the storm sewer system improvements made pursuant this agreement. The Park District shall be responsible for re-seeding the detention cell basin storage area each time following the Corporate Authorities removal of soil sedimentation and siltation from the detention basin storage area, as reasonably necessary.

8. Exhibit "B" attached hereto and made a part hereof describes certain real estate additions and exclusions to Lot 123 of Plat of Myra Ridge Fourth Subdivision. A plat substantially representing the boundary reconfigurations to Lot 123 as shown in Exhibit "B" shall be duly approved by the Corporate Authorities and recorded in the Office of the Champaign County Recorder of Deeds prior to the recording of the Plat of Myra Ridge Fifth Subdivision for Parcel #2. Said plat of Lot 123 shall provide sufficient easement for access and storm water facility maintenance as agreeable to the parties.

9. Upon certification of all required improvements by the City Engineer to Parcel #1, and a second, additional payment, in an amount of fifty thousand dollars (\$50,000) to the Park District, the Developer may then proceed to seek approval of any plat(s) of subdivision to Parcel #3, unless an extension is granted as mutually agreed upon by and between the parties.

10. Unless a written objection is raised by either the Chief Administrative Officer of the City of Urbana or the Executive Director of the Urbana Park District, any new development in the upstream watershed may direct additional volume and rates of storm water runoff to the detention facility on Parcel #1, however, it is agreed that any additional volume or increased rate of stormwater runoff generated by Parcels #2 and # 3 shall be accepted by Parcel #1. Any such written objection shall be on the basis of the lack of stormwater detention storage capacity of the facility on Parcel #1 to accept any additional volume or increased rate of stormwater run-off.

11. This agreement shall be binding upon the parties hereto, their respective successors and assigns.

12. It is understood and agreed that the Owner is signing as Trustee and not in its individual capacity as further described in the bank exculpatory agreement form attached hereto.

13. It is acknowledged that upon execution of this agreement, the beneficial interest of Parcels #2 and #3 will be transferred to the developer or other assignee. When referring to "Owner", after transfer of beneficial interest of Owner, the reference is to, and obligations are of the assignee. Upon Owner assigning this agreement, only the assignees are liable hereunder. Any assignment of said real estate, or a part thereof, by the Owner to a developer or assignee other than Carl E. Hill, prior to payment of sums due from developer under this agreement, shall require the approval of the Corporate Authorities.

IN WITNESS WHEREOF, the Corporate Authorities, Park District, Owner and Developer have here unto set their hands and seals and have caused this instrument to be executed, by their duly authorized officials and the Corporate seal affixed thereto, all on the day and year first above written.

CITY OF URBANA, ILLINOIS

By: Jeffrey T. Marklaric, Mayor

Date: _____

ATTEST:

City Clerk

Date

"CORPORATE AUTHORITIES"

BUSEY BANK, formerly Busey First National Bank, as Trustee under the provisions of a Trust Agreement dated July 6, 1976 and known as Trust No. 498.

By: _____

Title: _____

Date: _____

ATTEST:

Title: _____

Date: _____

"OWNER"

By: _____

Title: _____

Date: _____

URBANA PARK DISTRICT

By: _____

Title: _____

Date: _____

"PARK DISTRICT"

ATTEST:

Title: _____

Date: _____

_____ Carl E. Hill

Date: _____

"DEVELOPER"

EXHIBIT "A"
to
Development Agreement
between
Carl Hill, the City of Urbana,
The Urbana Park District and Busey Bank

Pursuant to paragraph #1 of the Development Agreement, the engineering design standards for the improvements to be made to Parcel #1 are as follows:

- A) Reconstruction of the existing stormwater detention basin within Parcel 1 and the immediately surrounding area. This would involve additional excavation within the detention basin to provide additional capacity, as well as reshaping and regrading the bottom of the basin to provide a positive slope towards the basin outlet at all locations. This reconstruction work would also involve installation of a subsurface drainage tile and "french drain" system within the basin to alleviate groundwater seepage problems. The improvements will also include modifications to the inflow and outflow structures, as well as alterations to the basin embankment to provide additional storage capacity and to improve maintenance characteristics.

- B) The basis of design for the revised stormwater detention facility is the fifty (50) year return period storm. The maximum release rate from the revised detention facility is to be a flow equivalent to that which would have occurred under a state of traditional agricultural uses as determined by the Rational Method, the Soil Conservation Service TR 55 method, or other appropriate method. The Storage volume of the detention facility shall be the differential of peak volume between the run off from the fifty (50) year return period storm under developed conditions for the upstream watershed, and the runoff from the five (5) year return period storm under traditional agricultural uses. The five (5) year and fifty (50) year return period storms shall be determined utilizing Technical Letter 13 of the Illinois State Water Survey. The revised detention facility is to be designed so as to pass through without detention any excess run off from rain fall events larger than the fifty (50) year period storm period. The revised basin is intended to provide stormwater detention for the tributary watershed, including upstream off site areas that have not yet undergone development, assuming single family residential uses of this undeveloped area.

- C) Reconstruction of the surface and subsurface stormwater drainage system to provide an adequate outlet for storm sewers and storm drainage facilities from within the watershed. The revised storm sewers are to be capable of providing a subsurface outlet for the one (1) year return period runoff from upstream areas under Agricultural conditions. This subsurface storm sewer is to be supplemented with a parallel surface swale capable of providing capacity for the five (5) year return period runoff for the tributary watershed under urbanized conditions. The combination of the surface and subsurface systems is to be capable of providing an outlet capacity for runoff from the five (5) year return period storm under urbanized conditions.

- D) Reconstruction of erosion control measures for the site, including aggregate ditch lining of a portion of the outlet channel, and grading, fertilizing, seeding, and mulching of the entire park site to minimize erosion. This reconstruction work is to include construction of headwall structures or ditch check structures to minimize erosion of the surface swale as it enters the detention basin area. The erosion control measures are to be designed to meet the criteria of the "Procedures and Standard for Urban Soil Erosion and Sedimentation Control in Illinois", or other applicable design criteria.

The exact size, shape, and configuration of the proposed improvements are to be determined as a part of the development of the engineering plans for those improvements pursuant to paragraph #1 of the Development Agreement. This outline above is intended to provide general design standards for the improvements proposed.

The following items are attached to and made a part of this Exhibit "A" to illustrate the basis of design set forth above:

- Attachment 1 - Engineer's Preliminary Opinion of Estimated Construction Items for Myra Ridge Park Site Drainage Improvements, Urbana, Champaign County, Illinois, dated June 23, 1987, prepared by Berns, Clancy and Associates, P.C.

- Attachment 2 - Sketch of Proposed Storm Drainage Improvements, dated June 23, 1987, prepared by Berns, Clancy and Associates, P.C.



BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS

THOMAS B. BERNS
EDWARD L. CLANCY
CHRISTOPHER BILLING
DONALD WAUTHIER

ATTACHMENT NO. 1
TO EXHIBIT "A"

June 23, 1987

ENGINEER'S PRELIMINARY OPINION
OF
ESTIMATED CONSTRUCTION ITEMS
FOR
MYRA RIDGE PARK SITE DRAINAGE IMPROVEMENTS
URBANA, CHAMPAIGN COUNTY, ILLINOIS

ITEM

- 1) Additional Detention Basin Earth Excavation
4000 Cubic Yards
- 2) Regrading & Reshaping of Existing Detention Basin
3500 Cubic Yards
- 3) Swale Excavation & Grading
1200 Lineal Feet
- 4) Portland Cement Concrete Headwall
8 Cubic Yards
- 5) Emergency Spillway Removal
1 Each
- 6) Existing Outlet Structure Modifications
1 Each
- 7) High Flow Outlet Pipe
12-Inch Diameter Reinforced Concrete Pipe
80 Lineal Feet
- 8) High Flow Outlet Pipe End Sections
2 Each
- 9) 8-Inch Diameter Drain Tile with Gravel
Backfill and Filter Fabric
850 Lineal Feet
- 10) 4-Inch Diameter Drain Tile with Gravel
Backfill and Filter Fabric
1200 Lineal Feet
- 11) Storm Sewer Inlets with Type 8 Grate
7 Each
- 12) Storm Sewer Manholes with Frame & Grate
3 Each

Engineer's Preliminary Opinion of
Estimated Construction Items
Myra Ridge Park Site Improvement
June 23, 1987
Page 2

- 13) Storm Sewer - 24-Inch Diameter
800 Lineal Feet
- 14) Aggregate Ditch Lining
100 Square Yards
- 15) Fertilizing, Seeding, and Mulching Park Site
14 Acres
- 16) Remove and Dispose Existing Trash and Rubble
- 17) Remove and Replace 21-Inch Diameter Storm Sewer
120 Lineal Feet

