



## DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

*Planning Division*

### **memorandum**

**TO:** Laurel Lunt Prussing, Mayor

**FROM:** Elizabeth H. Tyler, AICP, Director, Community Development Services

**DATE:** December 13, 2007

**SUBJECT:** An annexation agreement between the City of Urbana and Champaign Asphalt, LLC for a 23.124 acre tract of land located at the north end of Saline Court. (Plan Cases 2007-A-03a and 2056-M-07)

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### **Introduction**

Champaign Asphalt was recently purchased by the Heritage Group, which also owns Emulsicoat, which has an existing asphalt plant adjacent to the site in question. Champaign Asphalt will consolidate three operations currently located in Champaign and relocate to Urbana. They plan on moving their asphalt production facilities and to have the new site open for business in the Spring of 2008. During peak seasons, Champaign Asphalt typically employs over 200 workers spread over its several locations.

Champaign Asphalt, LLC has requested the City of Urbana to annex a 23.124 acre tract of land they are under contract to purchase at the north end of Saline Court (see Exhibit "A" Location Map). The current Champaign County zoning designation for the site (known as Tract "A") is AG-2, Agriculture. The Urbana Zoning Ordinance Table IV-1 calls for direct conversion of property zoned County AG-2 to City AG zoning upon annexation. The petitioners have requested a rezoning to City IN, Industrial upon annexation. The Annexation Agreement also includes the provision for a special use permit to allow the production of asphalt on the site and a variance to allow screening of the site from the east instead of the south. A copy of the proposed Annexation Agreement is attached to this memorandum. The approval of this case will allow the City to enter into the annexation agreement after Champaign Asphalt takes ownership of the parcel.

Plan cases 2007-4-03a and 2056-M-07 are a part of a series of interdependent necessary City approvals, including:

- A General Area Plan
- A Preliminary/Final Plat for the Squire Subdivision
- An Annexation Agreement
- A Rezoning to City IN-Industrial District, and
- A Special Use Permit to allow asphalt production in an Industrial District

All the cases regarding Champaign Asphalt Tract “A”—the rezoning, annexation agreement with special use permit, and the subdivision preliminary/final plat—were approved by the Plan Commission on December 6th. The approval of these related cases by City Council will facilitate the sale of Tract “A” to Champaign Asphalt from the owners of the Squire Farm.

**Description of the Area**

The site is located west of Lincoln Avenue and the Saline Branch drainage ditch. Immediately to the south and west is the Emulsicoat Asphalt plant. To the north and east are undeveloped agricultural lands which are part of the Squire Farm. (See Exhibit “A” Location Map)

The following is a summary of surrounding zoning and land uses for the subject site:

**Zoning and Land Use Table\***

	<b>Zoning</b>	<b>Existing Land Use</b>	<b>Future Land Use per 2005 Comprehensive Plan</b>
<b>Site</b>	County AG-2, Agriculture	Agriculture / Vacant	Industrial
<b>North</b>	County AG-2, Agriculture	Agriculture / Vacant	Industrial
<b>South</b>	City IN, Industrial	Industrial—Asphalt Plant	Industrial
<b>West</b>	City IN, Industrial	Industrial—Asphalt Plant	Industrial
<b>East</b>	County AG-2, Agriculture	Agriculture / Vacant	Industrial

\*(Please refer to the attached Zoning, Existing Land Use, and Future Land Use maps for further information.)

**Issues and Discussion**

**Proposed Use**

The proposed use includes the blending, storage and distribution of asphalt products used primarily in the construction of pavements. A variety of products would be stored in bulk tanks for distribution to road construction projects and portable hot mix asphalt plants. The Environmental Protection Agency (EPA) monitors operation of asphalt blending and storage facilities for compliance with emission levels, and an operating permit is required. The facility will be substantially similar in operation to that of the Emulsicoat facility located at 1302 N. Oak St, Champaign.

The proposed asphalt plant facility will be compatible with the intent of the IN Industrial district, which is “to provide areas for manufacturing and industrial uses, where they will have the

necessary services and facilities and minimize obtrusion on or by adjoining uses and districts.”

The site plan, attached as Exhibit “C” of the annexation agreement, shows the general layout of the proposed plant. Access would be from Saline Court to the south. Champaign Asphalt will install a landscape berm along the eastern edge of the property to visually screen the site from neighboring properties.

### **Annexation Agreement**

The annexation agreement is attached to this memorandum. The draft agreement outlines obligations by both the Owner and the City. Annexation agreements are to be reviewed and approved by the City Council, and by state law the Council must hold a public hearing on the matter. In addition, a Special Use Permit and Variance would be granted by the City Council under the agreement. Section XI-14 of the Zoning Ordinance requires the Plan Commission must hold a public hearing and make a recommendation to Council on any zoning map amendment included as part of any annexation agreement. At that hearing, on December 6, 2007, Plan Commission voted to forward the case to Council with a recommendation to approve the proposed agreement and rezoning as presented.

### **Annexation Agreement Provisions**

The attached agreement outlines a variety of provisions for the property to be annexed. In addition to the provisions for zoning designations, the following provisions are highlighted:

- The City agrees to grant a Special Use Permit to allow an asphalt blending, storage and distribution facility on the site.
- The City agrees to grant a variance to waive the requirement to screen outdoor storage from Saline Court. This is a new provision that was requested after the Plan Commission hearing on December 6. Instead of screening along Saline Court, which will only be visible to Champaign Asphalt employees and other industrial site users, Champaign Asphalt will install a landscape berm with evergreen screening along the eastern property boundary. Once Lincoln Avenue extension is completed, the general public would view the Champaign Asphalt site from this direction.
- In order to facilitate a proposed extension of the City’s Enterprise Zone to this property, the Owner agrees to petition for the disconnection of said Tract “A” from Champaign School District Unit #4 and request annexation to Urbana School District #116 per the Illinois State Statute within 60 days of annexation into Urbana.

*Comment:*

*The City of Urbana and City of Champaign have a boundary agreement that locates the subject site within the expansion / annexation territory of the City of Urbana. However that agreement does not apply to the school districts which operate as different entities.*

*The subject site is located within the Champaign School District Unit #4 territory. The City of Urbana asserts that a tax revenue generating business on this tract should benefit the taxing bodies of the host City, including the host city's school district, particularly if economic development assistance is requested such as the proposed extension of the City's Enterprise Zone.*

In addition the Owner agrees to the following conditions of the Special Use Permit. All exhibits referenced are attachments to the actual annexation agreement.

1. This Special Use Permit shall be applicable only to the confines of Tract "A" as depicted in the attached Exhibit "B" Map, and legally described in Exhibit "A"
2. The Special Use Permit is applicable only to the asphalt blending, storage, and distribution plant proposed in the application and depicted in the attached Exhibit "C" Site Diagram.
3. The layout of the site shall be in substantial conformity with Exhibit "C" Site Diagram. Any significant deviation from this Site Diagram shall require an amendment to the Special Use Permit and shall include review by the Urbana Plan Commission and approval by the Urbana City Council.
4. The Owner shall install an additional entrance on the eastern edge of the property when the adjacent tract is developed and access becomes available.
5. The Owner agrees that all operations, development, construction, or additions to its asphalt blending, storage and distribution plant on Tract "A" as depicted in the attached Exhibit "B" Map, and legally described in Exhibit "A" shall be in conformity with all applicable State and Federal regulations including Environmental Protection regulations pertaining to chemical emissions, particulate emissions, dust, noise, odor, and groundwater protection.

### **Proposed Rezoning**

Champaign Asphalt proposes to establish an asphalt blending, storage and distribution plant on the site. Table IV-1 of the Zoning Ordinance provides that newly annexed properties currently zoned County AG-2 automatically convert to City AG-Agriculture. An industrial use of that nature would not be permitted in the City's Agricultural zoning district. Therefore the rezoning to industrial is necessary to accommodate the new plant.

Asphalt blending, storage and distribution plants would be allowed under the Table of Uses in the Urbana Zoning Ordinance as "*Other Industrial Uses*" in the IN Industrial zoning district with a Special Use Permit. Pursuant to the Urbana Zoning Ordinance, the Plan Commission reviewed this rezoning request on December 6, 2007, and voted to forward it to City Council with a recommendation for approval.

## Comprehensive Plan

The proposed zoning designation would be consistent with the 2005 Comprehensive Plan Future Land Use Map (see Exhibit “D”). The map identifies the area as most appropriate for Industrial uses. In addition the annexation and rezoning of the site is consistent with the following Goals and Objectives of the 2005 Comprehensive Plan:

### **Goal 27.0**

Create a variety of industrial and office developments that can benefit from existing amenities such as convenient access to interstate and rail services and close proximity to the University of Illinois.

#### *Objectives*

*27.1 Encourage the expansion of existing and the creation of new industrial and office park developments in appropriate locations, using a variety of development tools.*

*27.3 Capitalize on development sites with rail and highway access to promote industrial opportunities.*

*27.4 Pursue annexation of new areas (such as North Lincoln Avenue, East University Avenue, North Cunningham Avenue and Oak Street) for industrial development.*

## **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 by the Petitioner.

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

This factor relates to the degree to which the existing and proposed zoning districts are compatible with existing land uses and land use regulations in the immediate area.

The proposed IN, Industrial Zoning District for the tract would be consistent with the 2005 Comprehensive Plan. The plan identifies the area as most appropriate for Industrial uses. There are similar uses on sites adjacent to the property to the south, all of which are zoned IN-Industrial. The site also has railroad and interstate access. The proposed zoning is compatible with the existing land uses and regulations in the area.

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

This is the difference in the value of the property as zoned for Agriculture and the value it would have if it were rezoned to Industrial to permit the proposed use.

The site is currently in agricultural use. Under the IN, Industrial zoning designation agricultural cropping uses may continue because they are permitted by right. The Agricultural Zoning District does not permit industrial uses. The owner intends to establish an asphalt blending, storage and distribution facility on the tract. In order to do this rezoning to the IN district is necessary. Rezoning to the IN district is expected to increase rather than diminish the property values.

It should be noted that City Planning Division staff are not qualified as professional appraisers and that a professional appraiser has not been consulted regarding the impact on the value of the property. Therefore, any discussion pertaining to property values must be considered speculative and inconclusive.

3. *The extent to which the ordinance promotes the health, safety, morals or general welfare of the public.*
4. *The relative gain to the public as compared to the hardship imposed on the individual property owner.*

Questions 3 and 4 apply to the current zoning restrictions: do the restrictions promote the public welfare in some significant way so as to offset any hardship imposed on the property owner by the restrictions?

The proposed zoning will contribute to the welfare of the community and the district by allowing the development of a tract of land with excellent access to adjacent transportation facilities. Saline Court serves only industrial properties. This is as anticipated by the 2005 Urbana Comprehensive Plan's future land use designation of "Industrial" and as implemented by the City's Industrial zoning. This industrial park is isolated from potentially conflicting urban land use by its location north of I-74 and west of the railroad track. Thus, residential, office, and commercial land uses are only minimally impacted by this industrial park. The anticipated truck traffic produced by Champaign Asphalt – approximately 400 ADT – will add to industrial traffic on Saline Court and N. Lincoln Ave. It is not anticipated to impact the public health, safety and welfare of the community or neighboring properties, nor to cause a hardship on adjoining properties now used for industrial and agricultural uses.

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

The issue here is whether there are certain features of the property which favor the type and intensity of uses permitted in either the current or the proposed zoning district.

The property is located in an area that is planned for industrial uses and especially suited for that because of the excellent access to the adjacent rail and interstate highway facilities, and because it is compatible with other nearby industrial uses, including the Emulsicoat pavement production facility, the Cross Construction concrete recycling facility, and the University Construction pavement production facility.

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.*

Another test of the validity of the current zoning district is whether it can be shown that the property has remained vacant for a significant period of time because of restrictions in that zoning district.

There is no indication that the land has remained undeveloped due to its current zoning. The property has been used as farmland. The area around the site has development potential due to the access to rail facilities. It is anticipated the area will continue to see development for industrial use.

## Summary of Findings

1. The proposed IN, Industrial zoning would be consistent with the current Industrial zoning in the general vicinity.
2. The proposed annexation agreement includes provisions for a Special Use Permit which will allow the development of an asphalt blending, storage and distribution facility that will provide a convenient service to the community.
3. The proposed annexation agreement includes provisions for a variance to screen the eastern boundary of the site in lieu of screening the southern boundary which fronts on a public right of way.
4. The proposed rezoning would not be detrimental to the public health, safety or general welfare.
5. The proposed rezoning is consistent with the Goals and Objectives and Future Land Use Map designation of the 2005 Comprehensive Plan.
6. The proposed rezoning appears to generally meet the LaSalle Case criteria as discussed above.

## Options

The City Council has the following options. The City Council may:

- a. Approve the Annexation Agreement with rezoning, variance, and special use permit.
- b. Approve the Annexation Agreement with rezoning, variance, and special use permit with modifications if agreed to by the Owner/Developer.
- c. Deny the Annexation Agreement.

## Recommendation

Staff supports the Plan Commission recommendation to **APPROVE** the proposed annexation agreement and rezoning as presented for the reasons articulated above.

Attachments:

Exhibit A:	Location Map
Exhibit B:	Zoning Map
Exhibit C:	Current Land Use Map w/ Aerial Photo
Exhibit D:	Future Land Use Map
Exhibit E:	Draft Annexation Agreement with attachments

Cc:

Champaign Asphalt Attn: Joe Lamb P.O. Box 1730 Champaign, IL 61824-1730	Emulsicoat, Inc. Attn: Rick Beyers, 705 E. University Ave. Urbana, IL 61802
Foth Attn: Thomas Jordan 1610 Broadmoor Drive Champaign, IL 61821	Squire Farms c/o Janet Scharlau 3610 N Lincoln Ave. Urbana, IL 61802-9703



ORDINANCE NO. 2007-12-140

**An Ordinance Approving and Authorizing the Execution of an Annexation Agreement**

(A 23.124 acre tract of land located at the north end of Saline Court / Plan Case 2007-A-03a, Champaign Asphalt, LLC)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Champaign Asphalt, LLC has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract of land totaling approximately 13.89 acres located approximately 325 feet north of Saline Court, and is legally described as follows:

TRACT "A"

PART OF THE NORTH 1311.10 FEET OF THE NE ¼ OF THE NE ¼ OF SECTION 31, T. 20 N., R. 9 E. OF THE 3RD P.M., CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 31, T. 20 N., R. 9 E. OF THE 3RD P.M.; THENCE S. 00°13'21" W., (URBANA HORIZONTAL CONTROL BEARING) ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 31, 1311.24 FEET TO THE SOUTH LINE OF THE NORTH 1311.10 FEET OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 31; THENCE S. 89°22'19" W., ALONG SAID SOUTH LINE, 366.04 FEET TO THE NORTHEAST CORNER OF LOT 204A OF EMULSICOAT-NLAIP-LOT 204A SUBDIVISION, RECORDED MAY 25, 2006 AS DOCUMENT NO. 2006R13247 IN THE OFFICE OF THE RECORDER, CHAMPAIGN COUNTY, ILLINOIS; THENCE CONTINUING S. 89°22'19" W., ALONG SAID SOUTH LINE AND NORTH LINE OF SAID LOT 204A, 609.12 FEET TO A CORNER OF SAID LOT 204A, SAID CORNER LYING 500.00 FEET NORMAL DISTANCE EASTERLY OF THE CENTERLINE SOUTHBOUND MAIN TRACK OF THE CN-IC RAILROAD; THENCE N. 17°39'30" E., ALONG THE EAST LINE OF SAID LOT 204A, SAID LINE LYING 500.00 FEET NORMAL DISTANCE EASTERLY OF AND PARALLEL TO SAID CENTERLINE, 1374.49 FEET; THENCE N. 01°13'35" W., ALONG SAID EAST LINE OF LOT 204A, 6.03 FEET TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 31; THENCE N. 89°22'19" E. ALONG SAID NORTH LINE, 563.42 FEET TO THE POINT OF BEGINNING, CONTAINING

23.124 ACRES, MORE OR LESS, CHAMPAIGN COUNTY, ILLINOIS.

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 2<sup>nd</sup> day of December, 2007 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held with the City Council of Urbana on the matter of the proposed Annexation Agreement and the proposed rezoning of the tract; 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 matter; and

WHEREAS, on the 17<sup>th</sup> day of December, 2007, 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 6th day of December, 2007, to consider the proposed Annexation Agreement and the rezoning from Champaign County AG-2, Agriculture to City IN, Industrial Zoning District upon annexation in Plan Cases No. 2007-A-03a and 2056-M-07; 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. That the Annexation Agreement between the City of Urbana and Champaign Asphalt, LLC, a copy of which is attached and hereby

incorporated by reference, is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, 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 \_\_\_\_\_, 2007.

AYES:

NAYS:

ABSTAINED:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

# Annexation Agreement

(Champaign Asphalt)

THIS Agreement is made and entered into by and between the **City of Urbana**, Illinois, (hereinafter sometimes referred to as the "Corporate Authorities" or the "City") and **Champaign Asphalt, LLC** (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, Champaign Asphalt, LLC is the Owner of record of a certain parcel of real estate located at the north end of Saline Court, the legal description of which real estate is set forth in Exhibit A attached hereto and referenced herein as Tract "A", or "the tract", which was subdivided as Lot 101 from the Squires Tract; and

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; and

WHEREAS, the tract is contiguous to the City of Urbana and may be immediately annexed; and

WHEREAS, the tract is currently zoned Champaign County AG-2, Agriculture in Champaign County and the City and the Owners find it necessary and desirable that the tract be annexed to the City with a zoning classification of IN, Industrial, under the terms and provisions of the Urbana Zoning Ordinance in effect upon the date of annexation, 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 as IN, Industrial generally reflects the goals, objectives and policies set forth in the City's 2005 Urbana Comprehensive Plan, as amended from time to time; 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. Ownership and Annexation.** The Owner represents that the Owner is the sole record Owner of the property described in Exhibit A and that the Owner shall, within thirty (30) days of the approval of this agreement cause the tracts 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.

The 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 property. 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 covenant and such will constitute a covenant running with the land. The Owner agrees for itself, 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. Authority to Annex.** The Owner agrees and hereby stipulates that the City, by its approval, execution or delivery of this Agreement does not in any way relinquish or waive any authority it may have to annex the tract in the absence of this Agreement.

**Section 3. Zoning.** The Owner acknowledges that upon annexation, the tract will be rezoned from Champaign County AG-2, Agriculture to City IN, Industrial Zoning District. The Owner agrees that, unless changed upon the initiative of the Owner, the said City zoning classifications for said 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. The Owner agrees to use the tract only in compliance with the Urbana Zoning Ordinance and this agreement as such may be amended from time to time.

**Section 4. Special Use Permit:** The Owner agrees to the following conditions of a Special Use Permit granted by Article II Section 3 of this Agreement, which will allow an asphalt blending, storage and distribution plant in the IN, Industrial zoning district as an "All Other Industrial Use" which is permitted by Urbana Zoning Ordinance Table IV-1.

1. This Special Use Permit shall be applicable only to the confines of Tract "A" as depicted in the attached Exhibit "B" Map, and legally described in Exhibit "A"

2. The Special Use Permit is applicable only to the asphalt blending, storage, and distribution plant proposed in the application and depicted in the attached Exhibit “C” Site Diagram.
3. The layout of the site shall be in substantial conformity with Exhibit “C” Site Diagram. Any significant deviation from this Site Diagram shall require an amendment to the Special Use Permit granted herein and shall include review by the Urbana Plan Commission and approval by the Urbana City Council.
4. The Owner shall install an additional entrance on the eastern edge of the property when the adjacent tract is developed and access becomes available.
5. The Owner agrees that all operations, development, construction, or additions to its asphalt blending, storage and distribution plant on Tract “A” as depicted in the attached Exhibit “B” Map, and legally described in Exhibit “A” shall be in conformity with all applicable State and Federal regulations including Illinois Environmental Protection Agency regulations pertaining to chemical emissions, particulate emissions, dust, noise, odor, and ground water protection.

**Section 5. Land Uses.** The Owner agrees that the uses of the tract shall be limited to those allowed within the IN, Industrial Zoning District and as allowed by the Special Use Permit.

**Section 6. Building Code Compliance.** The Owner agrees to cause all new development, construction, remodeling or building additions on said tracts to be in conformance with all applicable City of Urbana codes and regulations including building, zoning and subdivision codes.

**Section 6. School District Petition:** The Owner agrees to petition for the disconnection of said Tract “A” from Champaign School District Unit #4 and request annexation to Urbana School District #116 per the Illinois State Statute, within 60 days of the approval of this agreement.

**Section 7. Amendments Required.** 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 tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Owner and the City. Said action includes petitioning for a county rezoning of said tracts without written amendment to this Agreement.

## **ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES**

The Corporate Authorities agree to the following provisions:

**Section 1. Annexation.** 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. Zoning.** The Corporate Authorities agree to annex the tract with a zoning classification of IN, Industrial.

**Section 3. Special Use Permit:** The Corporate Authorities agree with this annexation agreement to grant a Special Use Permit to allow the Owners to construct an asphalt production facility use on the subject property under the “All Other Industrial Uses” land use category in the IN, Industrial Zoning District, subject to the conditions specified in Article I, Section 4. The Corporate Authorities further agree that the granting of the Special Use Permit is consistent with the established criteria identified in Section VII-6 of the Urbana Zoning Ordinance in that the asphalt production facility use:

- a. will be conducive to the public convenience at this location;
- b. will be designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare; and
- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which is shall be located.

**Section 4. Enterprise Zone.** The City will submit application to the State of Illinois to request the subject tract to be added to the Urbana Enterprise Zone pursuant to the Illinois Enterprise Zone Act (20 ILCS 655/1 et seq.) no later than 90 days after the effective date of this agreement, or the date all property is located within the City of Urbana, whichever is later.

**Section 5. Screening Variance.** The Corporate Authorities agree through this annexation agreement to grant a variance from Section VI-6.F of the Urbana Zoning Ordinance which requires screening from view of all public rights-of-way, except that this variance shall only pertain to screening from Saline Court. The Owner shall screen the property along the eastern property boundary as shown in Exhibit “C”, Site Diagram. The Corporate Authorities further agree that the granting of the Variance is consistent with the established criteria identified in Section XI-3.C.2.c of the Urbana Zoning Ordinance:

- a. The proposed variance will not serve as a special privilege because the variance requested is necessary due to special circumstances relating to the land or structure involved or to be used for occupancy thereof which is not generally applicable to other lands or structures in the same district.
- b. The variance requested was not the result of a situation or condition having been knowingly or deliberately created by the Petitioner.

- c. The variance will not alter the essential character of the neighborhood.
- d. The variance will not cause a nuisance to the adjacent property.
- e. The variance represents generally the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.
- f. The variance requested is the result of practical difficulties or particular hardship in the way of carrying out the strict letter of the Zoning Ordinance relating to the use, construction, or alteration of buildings or structures or the use of land.

**Section 6. Amendments.** The City shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner, or the Owner's successors or assigns, of the portion of the tract which is directly the subject of the amendment.

### **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, unless other provisions of this Agreement specifically apply a different term. 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. By mutual agreement, the term of this Agreement may be extended.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner or the Owner's 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, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the tracts, 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 no party will take action or omit to take action during the term of this Agreement which act 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 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 may 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. Severability.** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

**Section 6. 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

## **Exhibit A**

### **Legal Description**

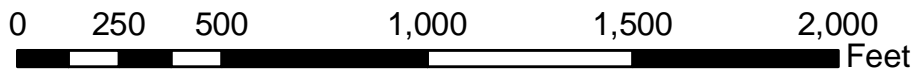
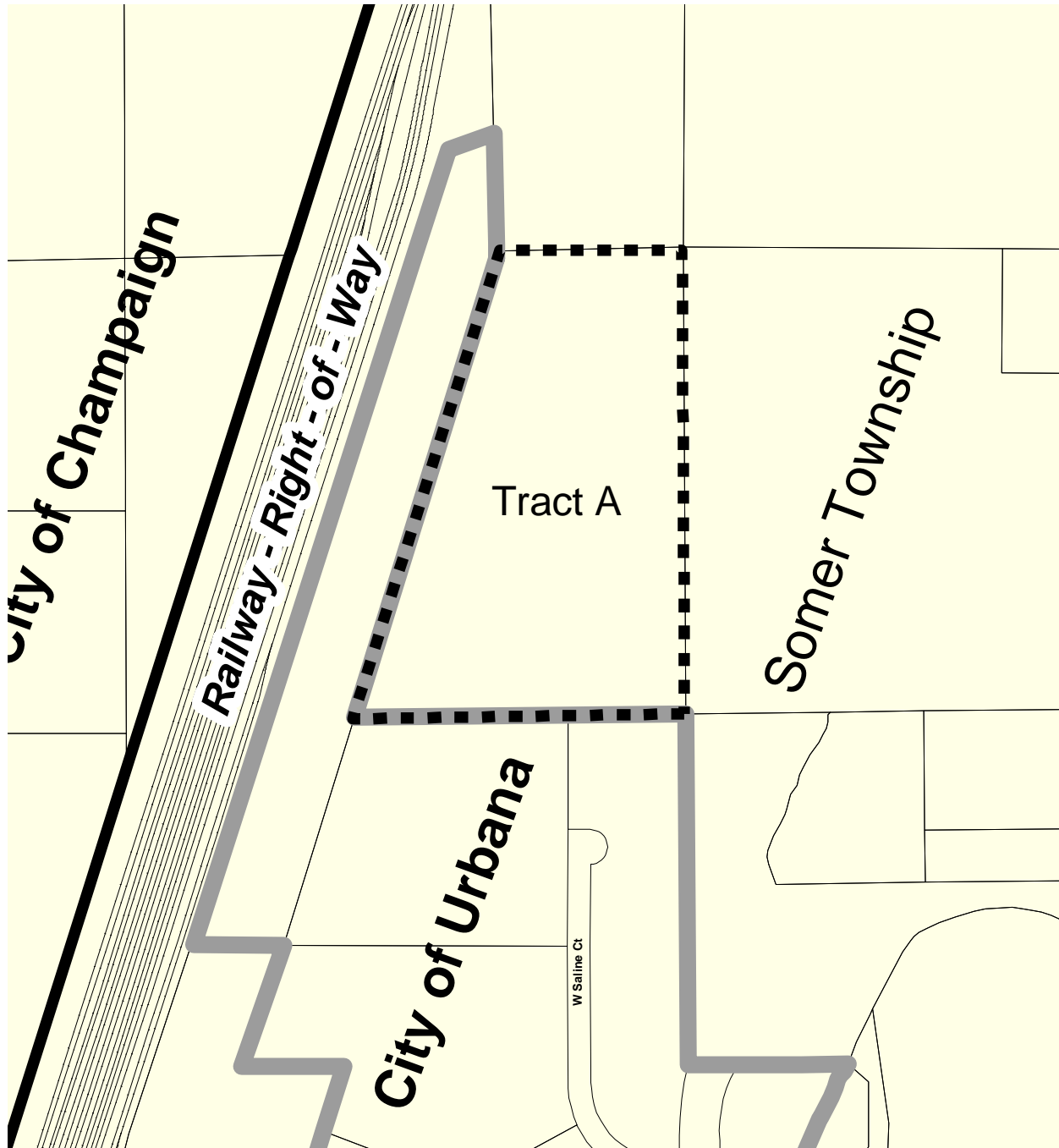
PART OF THE NORTH 1311.10 FEET OF THE NE ¼ OF THE NE ¼ OF SECTION 31, T. 20 N., R. 9 E. OF THE 3<sup>RD</sup> P.M., CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 31, T. 20 N., R. 9 E. OF THE 3RD P.M.; THENCE S. 00°13'21" W., (URBANA HORIZONTAL CONTROL BEARING) ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 31, 1311.24 FEET TO THE SOUTH LINE OF THE NORTH 1311.10 FEET OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 31; THENCE S. 89°22'19" W., ALONG SAID SOUTH LINE, 366.04 FEET TO THE NORTHEAST CORNER OF LOT 204A OF EMULSICOAT-NLAIP-LOT 204A SUBDIVISION, RECORDED MAY 25, 2006 AS DOCUMENT NO. 2006R13247 IN THE OFFICE OF THE RECORDER, CHAMPAIGN COUNTY, ILLINOIS; THENCE CONTINUING S. 89°22'19" W., ALONG SAID SOUTH LINE AND NORTH LINE OF SAID LOT 204A, 609.12 FEET TO A CORNER OF SAID LOT 204A, SAID CORNER LYING 500.00 FEET NORMAL DISTANCE EASTERLY OF THE CENTERLINE SOUTHBOUND MAIN TRACK OF THE CN-IC RAILROAD; THENCE N. 17°39'30" E., ALONG THE EAST LINE OF SAID LOT 204A, SAID LINE LYING 500.00 FEET NORMAL DISTANCE EASTERLY OF AND PARALLEL TO SAID CENTERLINE, 1374.49 FEET; THENCE N. 01°13'35" W., ALONG SAID EAST LINE OF LOT 204A, 6.03 FEET TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 31; THENCE N. 89°22'19" E. ALONG SAID NORTH LINE, 563.42 FEET TO THE POINT OF BEGINNING, CONTAINING 23.124 ACRES, MORE OR LESS, CHAMPAIGN COUNTY, ILLINOIS.

**Exhibit B**  
**Map of Tract**

**Exhibit C**  
**Site Diagram**

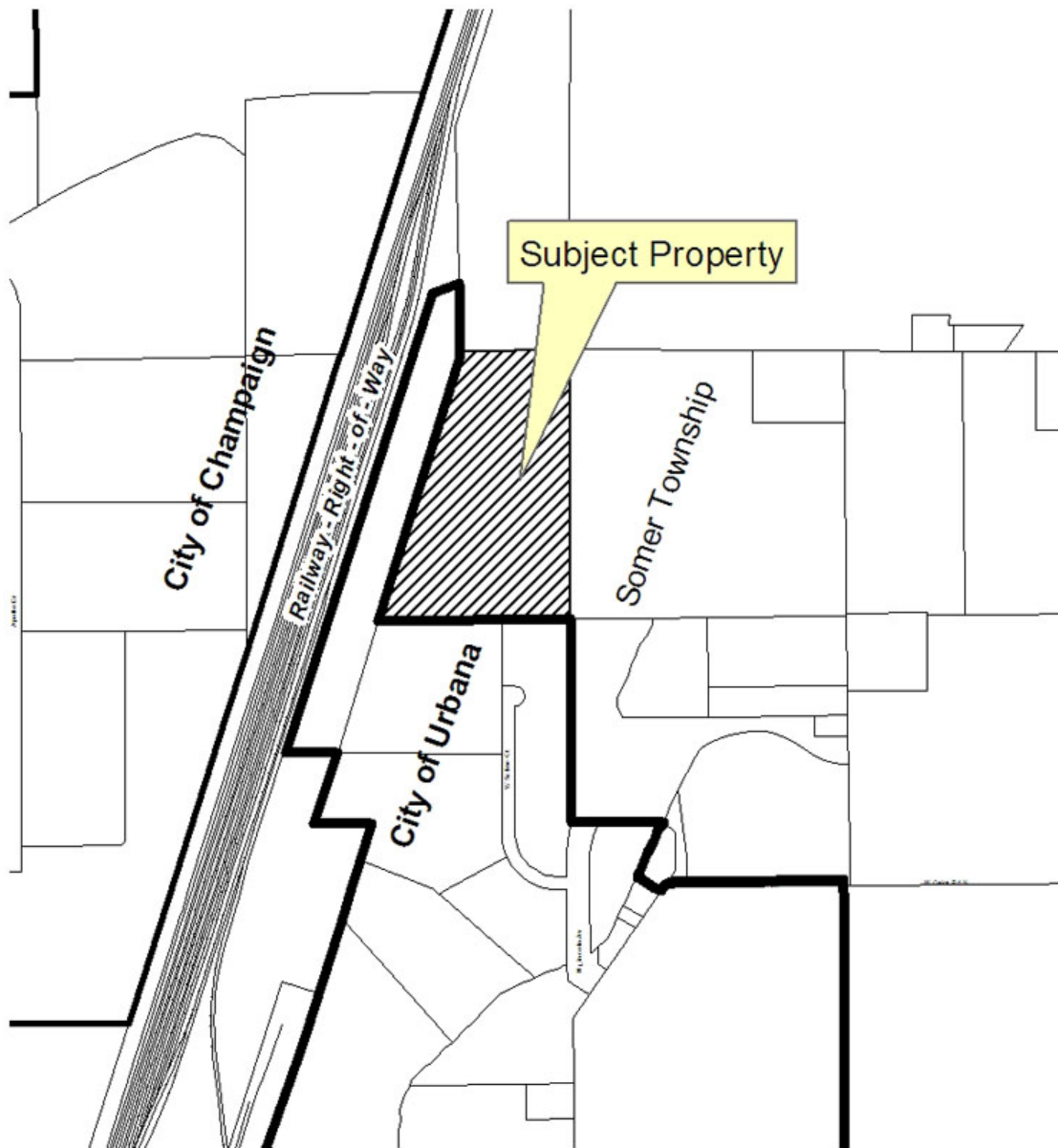
F



**Plan Case:** 2007-A-03  
**Subject:** Annexation Agreement with Rezoning to IN, Industrial  
**Location:** North of Saline Court and west of North Lincoln Avenue  
**Zoning District:** County AG-2  
**Petitioner:** Champaign Asphalt, LLC / Emulsicoat, Inc

# Location Map

# EXHIBIT "A"



1,200 600 0 1,200 2,400 3,600 Feet



**Plan Case:** 2007-A-03

**Subject:** Annexation Agreement with Rezoning to IN, Industrial

**Location:** North of Saline Court and west of North Lincoln Avenue

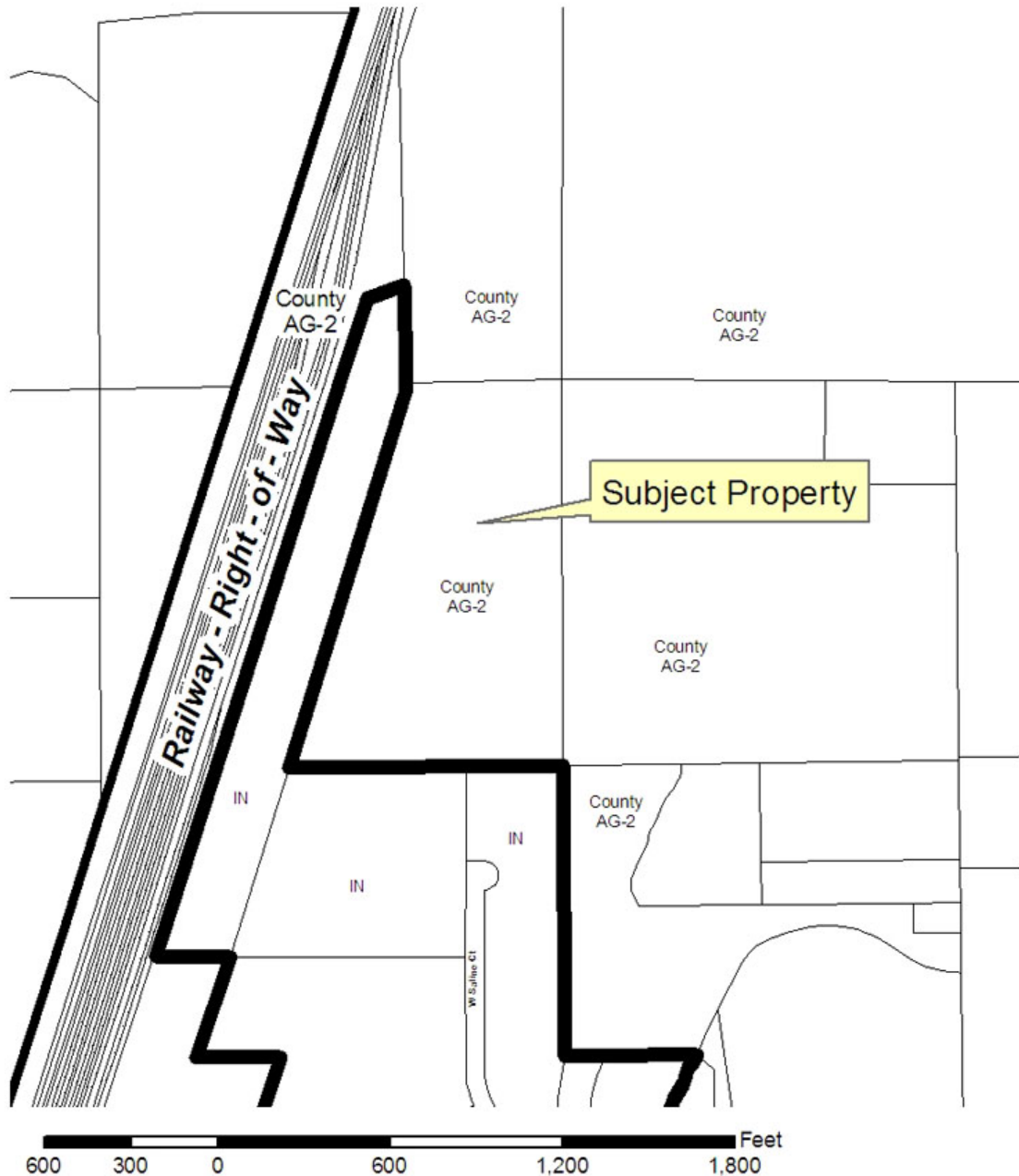
**Zoning District:** County AG-2

**Petitioner:** Champaign Asphalt, LLC / Emulsicoat, Inc

*Prepared 11/19/2007 by Community Development Services - pal*

# Zoning Map

# EXHIBIT "B"



**Plan Case:** 2007-A-03

**Subject:** Annexation Agreement with Rezoning to IN, Industrial

**Location:** North of Saline Court and west of North Lincoln Avenue

**Zoning District:** County AG-2

**Petitioner:** Champaign Asphalt, LLC / Emulsicoat, Inc

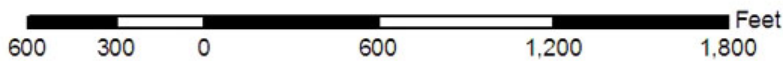
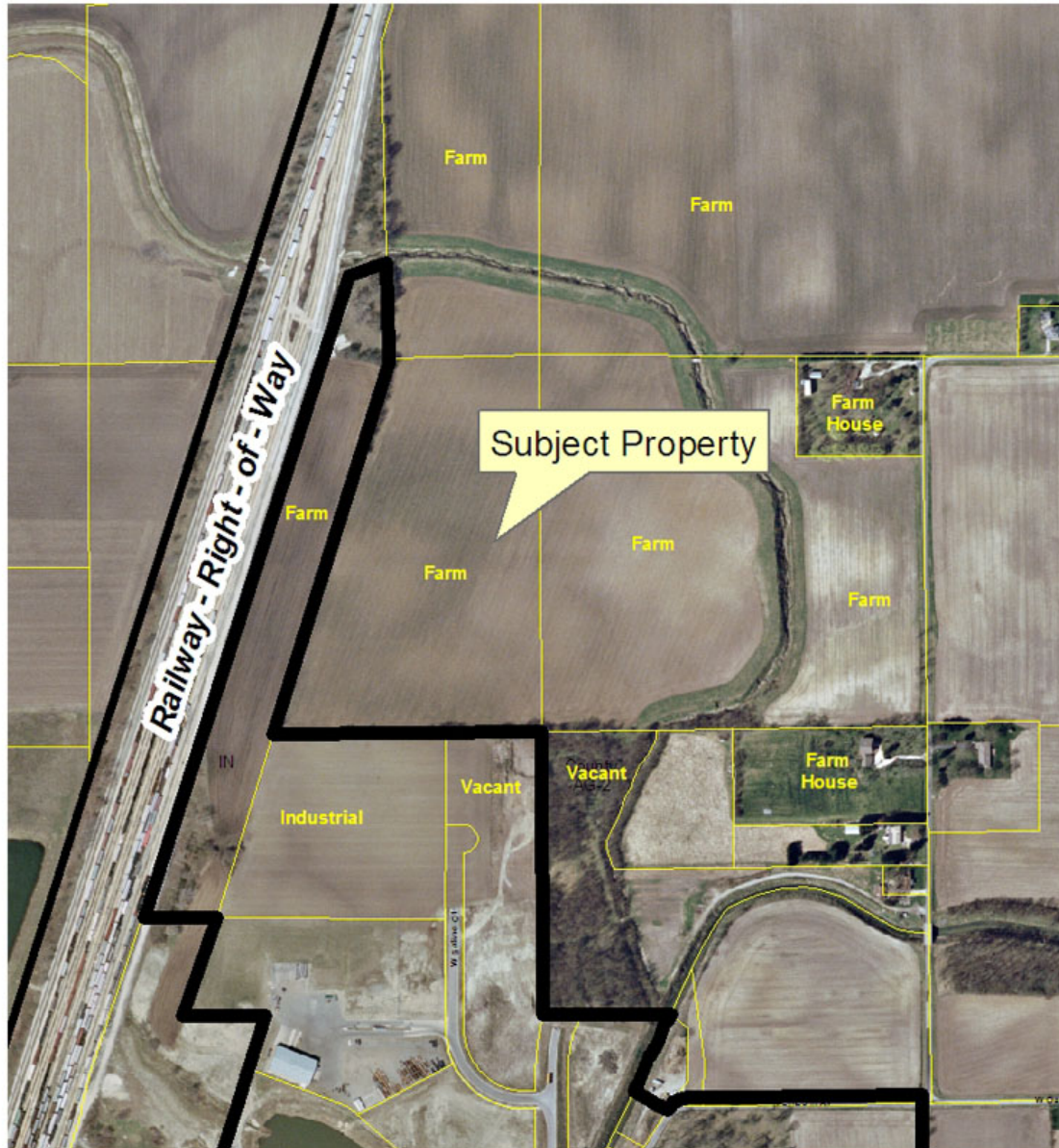
IN - Industrial

AG-2 - Agriculture (County)



# Existing Land Use w Aerial Photo

# EXHIBIT "C"

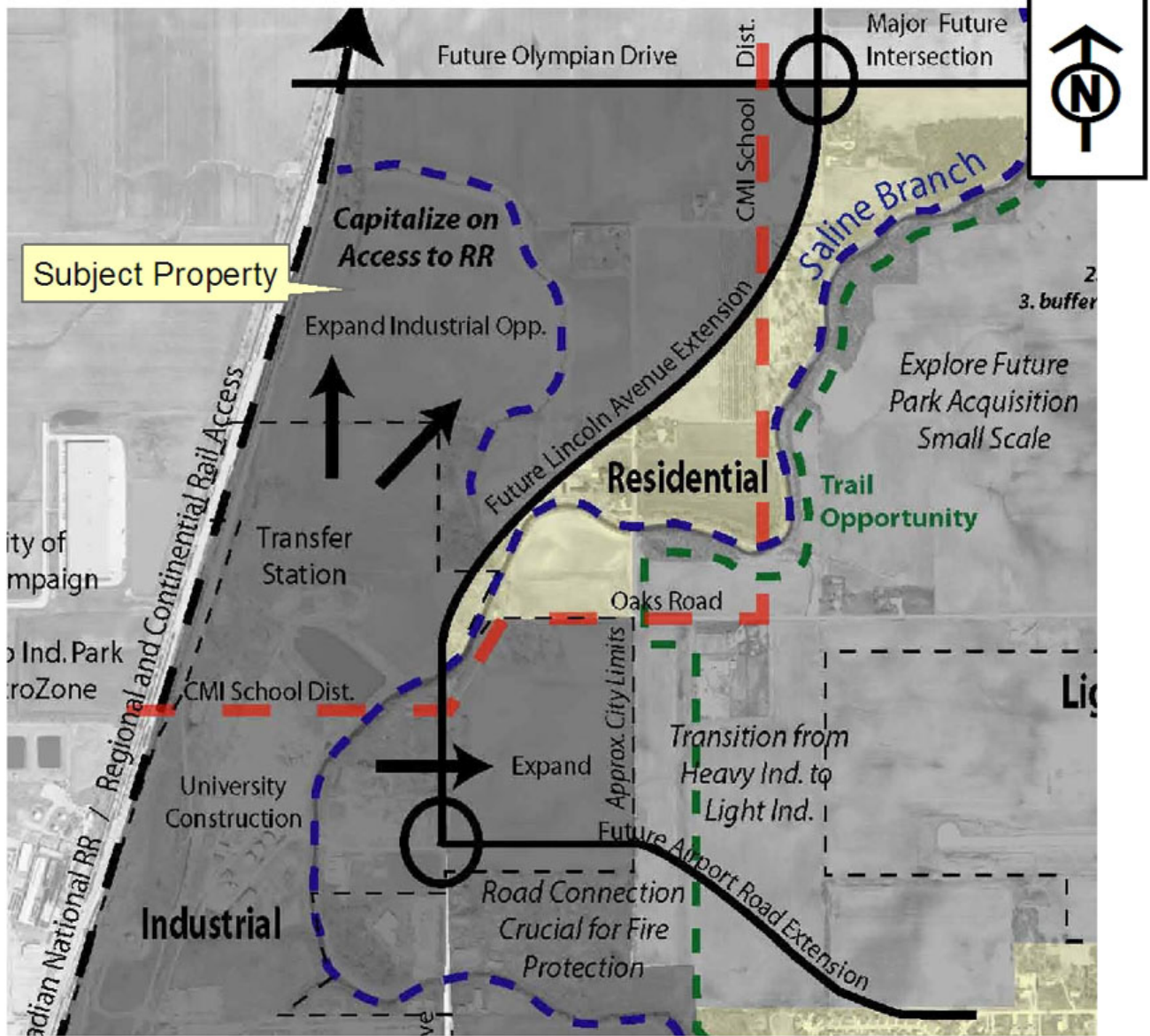


Plan Case: 2007-A-03  
Subject: Annexation Agreement with Rezoning to IN, Industrial  
Location: North of Saline Court and west of North Lincoln Avenue  
Zoning District: County AG-2  
Petitioner: Champaign Asphalt, LLC / Emulsicoat, Inc

# Future Land Use Map

# EXHIBIT "D"

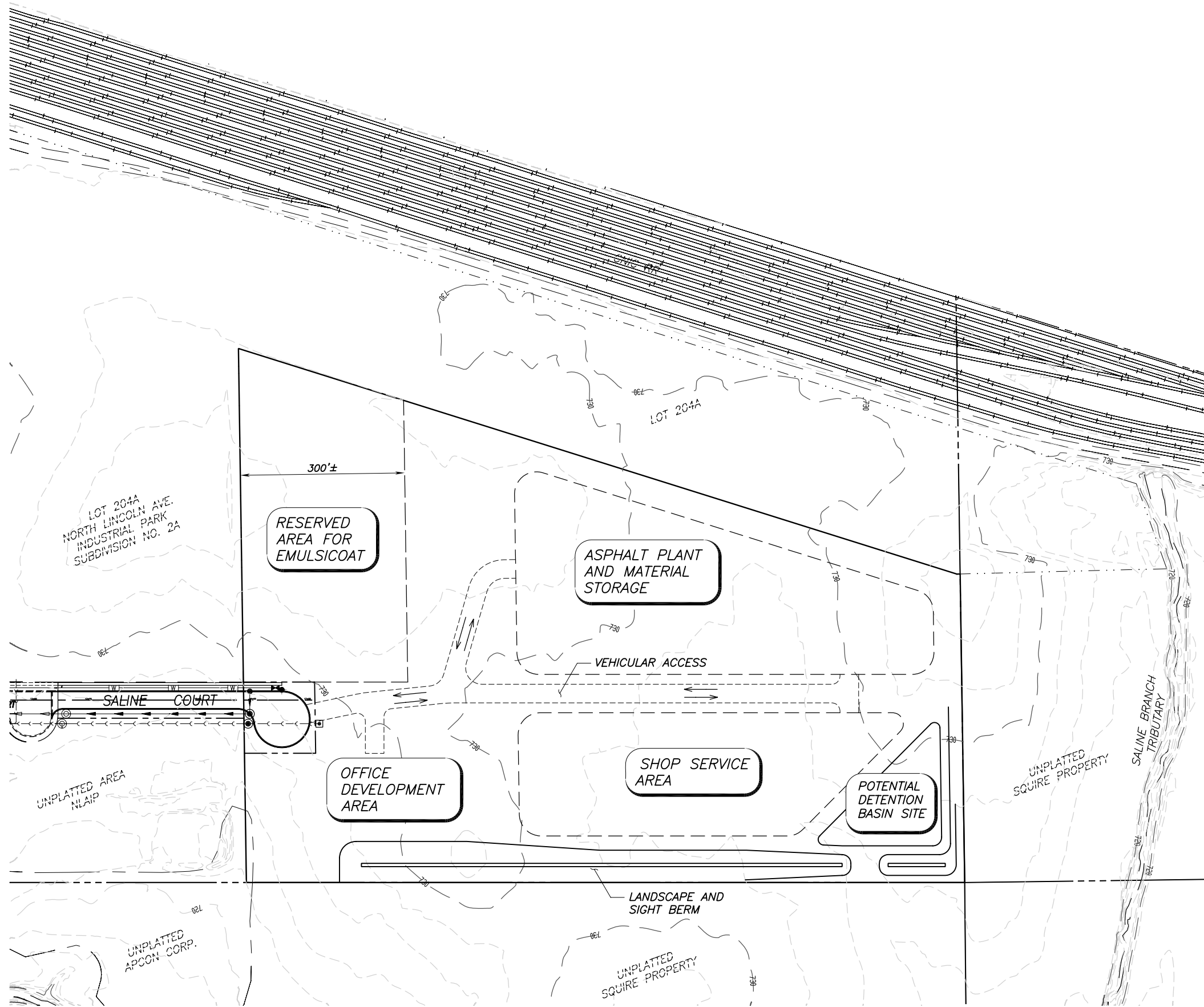
Source: Comprehensive Plan Future Land Use  
Map # 1 , p. 72 - Detailed Section



Plan Case: 2007-A-03  
Subject: Annexation Agreement with Rezoning to IN, Industrial  
Location: North of Saline Court and west of North Lincoln Avenue  
Zoning District: County AG-2  
Petitioner: Champaign Asphalt, LLC / Emulsicoat, Inc

X:\CH\NE\2007\07c022\cadd\Plans\05\_Grading\SWPPP.dwg  
Nov 28, 2007 - 9:30am gabz

CONTOURS AND TOPOGRAPHIC DATA PROVIDED BY  
"CHAMPAIGN COUNTY GIS CONSORTIUM"



**LEGEND**

	TRACT BOUNDARY
	PROP. RIGHT-OF-WAY LINE
	EXIST. RIGHT-OF-WAY LINE
	EXIST. LOTLINE
	SECTION LINE
	CENTERLINE
	EXIST. WATERMAIN
	PROP. WATERMAIN
	EXIST. STORM SEWER
	PROP. STORM SEWER
	EXIST. SANITARY SEWER
	PROP. STORM SEWER
	EXIST. MANHOLE
	PROP. MANHOLE
	PROP. INLET
	PROP. CLEANOUT
	PROP. WATER VALVE
	PROP. FIRE HYDRANT

**NOTE:**  
OPEN DRAINAGE WILL BE UTILIZED FOR STORM WATER TRANSPORT TO THE DETENTION SITE WITH CLOSED DRAINAGE OUTFALL DISCHARGE TO THE SALINE BRANCH TRIBUTARY TO THE NORTH.

**Foth**  
Foth Infrastructure & Environment, LLC  
1630 Eastman Drive  
Champaign, IL 61821  
Phone: 217-352-4169 Fax: 217-352-0085

REUSE OF DOCUMENTS  
THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR GENERAL USE. THEREFORE IT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. UNAPPROVED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.

**SQUIRES SUBDIVISION NO. 1**  
CITY OF URBANA  
CHAMPAIGN COUNTY, ILLINOIS

NO.	BY	DATE	DESCRIPTION

RECORD DRAWING OF COMPLETED CONSTRUCTION BY  
RECORD DRAWINGS OF COMPLETED CONSTRUCTION  
CONFORMING TO CONTRACTOR AND/OR OWNERS RECORDS.  
BY \_\_\_\_\_ DATE \_\_\_\_\_

Date of Preparation:

BY	DATE

**LOT 101 SCHEMATIC SITE PLAN**

HORIZONTAL SCALE:  
0 100 200

PROJECT ID 07c022

SHEET 1 OF 1

## MINUTES OF A REGULAR MEETING

### URBANA PLAN COMMISSION

**DRAFT**

**DATE:** December 6, 2007

**TIME:** 7:30 P.M.

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

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**MEMBERS PRESENT:** Jane Burris, Tyler Fitch, Ben Grosser, Michael Pollock, Bernadine Stake, James Ward, Don White

**MEMBERS EXCUSED:** Lew Hopkins, Marilyn Upah-Bant

**STAFF PRESENT:** Robert Myers, Planning Manager; Teri Andel, Planning Secretary

**OTHERS PRESENT:** Tom Jordan, Joe Lamb, Susan Taylor

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#### 5. CONTINUED PUBLIC HEARINGS

**Annexation Case No. 2007-A-03: An annexation agreement between Champaign Asphalt, LLC and the City of Urbana for a 24.79-acre tract of land generally located north of Saline Court and west of North Lincoln Avenue, including a Special Use Permit to operate an asphalt production facility.**

**Plan Case No. 2056-M-07: A request by Champaign Asphalt, LLC to rezone a 24.79-acre tract of land generally located north of Saline Court and west of North Lincoln Avenue from County AG-2, Agriculture, to City IN, Industrial.**

Robert Myers, Planning Manager, presented these two cases to the Plan Commission simultaneously. He began with an introduction explaining the proposed annexation agreement including the Special Use Permit and the purpose of the proposed rezoning of the property. He showed where the proposed property is located on Exhibit C – Existing Land Use with Aerial Photo. He gave a brief description of the proposed site noting that the only access would be from Saline Court. He said that at some point in time there may be another access from a street connected to the future extension of North Lincoln Avenue.

Mr. Myers talked about the process of the Plan Commission and the City Council noting the timeline of events, including the sale of the proposed site by Squire Farms to Champaign Asphalt. He pointed out the surrounding zoning and land uses for the subject site. He discussed the proposed rezoning and how the proposed zoning designation of IN would be consistent with

the goals and objectives shown in the 2005 Comprehensive Plan Future Land Use Map for this area. He reviewed the La Salle National Bank Criteria that pertains to the proposed rezoning case. He read the options of the Plan Commission and presented staff's recommendation, which is as follows:

*Based on the evidence presented in the written staff report, and without the benefit of considering additional evidence that may be presented during the public hearing, staff recommends that the Plan Commission forward Plan Case No. 2056-M-07 and Annexation Case No. 2007-A-03 to the Urbana City Council with a recommendation for approval.*

Ms. Stake inquired as to whether there would be any residential dwellings located close to the proposed site. Mr. Myers answered that the 2005 Comprehensive Plan shows Residential east of the future North Lincoln Avenue extension and east of Saline Branch.

Ms. Stake wondered what the reasons were for the Special Use Permit. Would there be a lot of pollution when the petitioner is developing asphalt? Mr. Myers stated that Joe Lamb, representative for Champaign Asphalt, would be able to give the Plan Commission members more details about the daily operations. He pointed out that Champaign Asphalt is currently located in the City of Champaign on Oak Street within a residential neighborhood, and they currently seem to be operating successfully. Another thing to keep in mind is that the petitioner would need to comply with state laws in terms of their emissions, runoff, and other impacts on neighboring properties. An important requirement of the Special Use Permit is that the petitioner will need to comply with the State of Illinois' requirements in order to maintain their Special Use Permit.

Ms. Stake expressed her concern that the City does not know how Champaign Asphalt would operate, yet we are planning to give them a Special Use Permit and rezoning. Mr. Myers commented that the annexation agreement would include a rezoning and a Special Use Permit based on the proposed Site Plan. The Site Plan shows what areas of the proposed site the petitioner plans to use. For instance, the Site Plan shows a landscape and sight berm along the east side of the property.

Ms. Stake wondered how large the berm would be. Mr. Myers referred the question to the petitioner. Ms. Stake questioned whether or not City staff needs to know in order to include it in the annexation agreement. Mr. Myers stated that a berm is not actually a requirement for a Special Use Permit when agricultural property is located next door. However, the petitioner is proposing to install the berm at the request of the Squire family. As part of the Special Use Permit, the petitioner has to operate the property conformance with the proposed site plan. If the petitioner does not construct the berm or put landscape in as illustrated on the Site Plan, then they would not be in conformance with the Special Use Permit.

Ms. Stake asked if the proposed property would be part of a Tax Increment Finance District. Mr. Myers said no. He explained that the proposed property would be part of the City's Enterprise Zone, and it would provide an opportunity for the petitioners to get sales tax rebated for any materials purchased in the State of Illinois.

Ms. Stake questioned whether any corporation builds anything without using incentives to do so nowadays. Chair Pollock pointed out that Wal-Mart did.

Ms. Stake wondered how much tax money the City would be losing. Mr. Myers stated that the property value of the proposed site would increase substantially, and it would be brought into the City's limits. Therefore, the City would collect property taxes which otherwise we would not receive without annexation. In terms of unrealized sales tax due to the Enterprise Zone, he did not know.

Mr. White noticed that the majority of the proposed property falls under the Champaign School District. Mr. Myers stated that this is correct. Mr. White questioned whether the petitioner could petition to have the school district boundary lines adjusted so that the proposed property would then fall under the Urbana School District rather than the Champaign School District. Mr. Myers recalled from the annexation agreement that Champaign Asphalt will be obligated to petition the school districts to change the boundaries. However, this does not mean that the school districts will approve their petition. Chair Pollock added that this would not be the first time the Champaign School District has denied such a request. One of the reasons why Olympian Drive has not already been constructed in the Urbana area is because of a disagreement with school district boundaries. In the past, the Champaign School District has decided not to make adjustments to the boundaries.

Mr. Myers mentioned that it is further complicated by the existence of a Metro Zone agreement which deals with sharing of some property taxes for this area between Champaign and Urbana. He does not know the details of the agreement. Chair Pollock wondered if the entire proposed site falls under this Metro Zone agreement. Mr. Myers said yes.

Mr. Ward understood there to be a difference between a case where one school district asks another school district to adjust the boundaries and a case where a property owner asks that their property be detached from a school district. In the first case, it is up to the school districts to decide. In the second case between the school district and the property owner, the Regional Board of Education has jurisdiction over it. Although he is not sure of the process itself, he does know that they are two separate processes. Mr. White stated that this was his understanding as well.

Mr. Fitch asked if the City is planning to pay for the cul-de-sac and would be maintaining it afterwards. Mr. Myers replied that as a subdivision falling under the Subdivision and Land Development Code, the developer pays for any public improvements to serve their development. The City anticipates that the petitioner will extend the cul-de-sac approximately 300 feet and to the City's standards. The street would then be dedicated to the City of Urbana, and the City would maintain the street.

Mr. Grosser wondered if the existing bump out in the cul-de-sac where drivers currently turnaround would continue to exist after they extend the street. Mr. Myers said no. City staff would have to request that the City Council approve a right-of-way vacation where the current turnaround is located.

With no further questions from the Plan Commission members for City staff, Chair Pollock opened the public hearing for the public to speak.

Tom Jordan, of FOTH Infrastructure, replied to some of the questions and concerns that the Plan Commission had expressed. Regarding the height of the berm, there is an abundance of topsoil onsite to construct the berm. They will make it as high as they can to get rid of the dirt. Another factor to keep in mind is that the land to the east is significantly lower, so when you look up at the proposed site, it would not take a very high berm to visually cut off the site from the east.

He discussed the site plan. It is the petitioners' intent to locate their office and maintenance buildings on the east side. Therefore, properties to the east will visually be cut off from the asphalt plant by not only the berm but the buildings for the site as well.

Another good question is about the cul-de-sac turnaround. It has been designed as if the crown were going to be extended in the future. So they can cut the berm off and still have a normal street. When the eastern portion is lopped off, there will be a curb built along there that looks like it was always planned to be that way.

Ms. Stake commented that she is pleased to see that the Champaign Asphalt will be located by the railroad. They will be able to have transportation access to both the railroad and the highway. Mr. Jordan remarked that if the City of Urbana had a choice of all places to have an asphalt plant, they would probably have chosen this site as well.

Ms. Stake inquired about whether there is a problem with pollution. Mr. Jordan responded by saying that the petitioners would be operating under a state permit so they would be limited. As Mr. Myers already pointed out, the petitioners are currently operating in the inner city of the City of Champaign. Therefore it is already monitored very closely.

Mr. Grosser inquired about the rectangular line drawn on the berm on the site plan. Does this represent a fence? Mr. Jordan stated that they will design the berm with at least an eight-foot wide top, so that it will be easier to mow. The rectangular line drawn on the site plan only represents the top of the berm.

Chair Pollock noticed that the proposed site does not abut onto the right-of-way of the railroad. So, how will Champaign Asphalt get access to the railroad? Mr. Jordan explained that Champaign Asphalt's sister company, Emulsicoat, has a rail access on their land should it be needed. He pointed out that Emulsicoat's property is juxtaposed to the proposed site up to the tributary of the Saline Branch Drainage Ditch. They also own the land to the south.

Chair Pollock commented that moving the Emulsicoat operation is appealing because it is currently located between two residential areas. When Emulsicoat expanded 10 to 15 years ago, they added a large amount of equipment and tanks. There was a very serious smell that came out of there. To Emulsicoat's credit, they spent a lot of money on both the equipment that they used to unload and load the rail cars and on their own tanks in terms of pollution control. The EPA found that the smell was not toxic and stated that they could not regulate it. He asked how close is the nearest residential property to the proposed site. Also, will Emulsicoat continue to use

equipment that helps abate the smell? Mr. Jordan explained that Emulsicoat's current operation is already in place. He referred the question to Joe Lamb.

Chair Pollock questioned if once the proposed site is developed, then does Champaign Asphalt plan to close down their operation in the City of Champaign?

Joe Lamb, representative of Champaign Asphalt, stated that Emulsicoat's new operation is handling more of what they are doing. The tanks and the layout are state-of-the-art, and they have environmentally the latest and greatest equipment there is.

He talked about the berm. As part of their purchase agreement with Squire Farms, there is also a requirement to plant either Blue Spruce or Evergreen trees along the entire east side of the property in conjunction with the berm.

Regarding dust control, Mr. Lamb stated that all of their facilities, while it is not required in the State of Illinois, have dust control systems called "bag houses." They store all the dust contained in hundreds of individual bags within the facility. These bags are changed out in time to eliminate the dust factor. He also mentioned that over 20 percent of the materials they use are recycled.

Mr. Grosser wondered if the petitioner is planning on changing their name from "Champaign Asphalt" to "Urbana Asphalt"? Mr. Lamb stated that their primary asphalt plant has been in Champaign on Oak Street for over 60 years. The neighborhood has grown up around their company. However, their office has been in the City of Urbana since 1972, which is just down the road from the plant. It is funny because as you go north on Oak Street, you are in the City of Champaign until just past the plant, then you enter Urbana Township up to their office, and then you are in the City of Urbana.

Chair Pollock inquired about the process in decoupling from the Champaign School District. Mr. Lamb replied that the Metro Zone is a bit of a mystery to everyone. They spoke with the City of Champaign about a possible redevelopment of their present location at Fourth and Oak Streets. Finding someone that has a pretty good command of the metro zone has been a chore, but his understanding is that similar to the First Street Metro Zone that was split 70-30 Champaign's way, the Metro Zone covering the entire proposed site is split 70-30 Urbana's way.

With no further questions for the petitioner or the engineer, Chair Pollock closed the public input portion of the hearing.

Chair Pollock asked how close to the proposed site is the land designated as "Residential" to the east. Mr. Myers answered by saying that scaling from the map available to him, the closest point between the eastern property line and the point that shows on the Future Land Use Map for future "residential" appears to be 1,700 to 1,800 feet. Chair Pollock inquired as to whether there are already any existing residential dwellings in that area. Mr. Myers replied no except that City staff has been talking with a property owner who is interested in developing about 7 or 8 estate size lots along the Saline Branch Drainage District. This development would be located about 2,000 feet from the eastern property line of the proposed site.



With no further questions for City staff, Chair Pollock opened the public hearing for Plan Commission discussion and action.

Mr. White moved that the Plan Commission forward Plan Case No. 2056-M-07 and Annexation Case No. 2007-A-03a to the City Council with a recommendation for approval. Mr. Ward seconded the motion.

Mr. Grosser commented that this is a great location for an asphalt plant. Realistically, this is exactly what the City wants to happen on the proposed site. He likes to see industry move from the City of Champaign to where they want it in the City of Urbana. He also hopes that the School District issue works out in our favor as well.

Ms. Stake expressed that she is also happy to see some industry in the City of Urbana.

Roll call was taken on the motion and is as follows:

Ms. Burris	-	Yes	Mr. Fitch	-	Yes
Mr. Grosser	-	Yes	Mr. Pollock	-	Yes
Ms. Stake	-	Yes	Mr. Ward	-	Yes
Mr. White	-	Yes			

The motion was passed by unanimous vote.

Mr. Myers said that this case would go before the City Council on December 17, 2007.