



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

MEMORANDUM

TO: Bruce K. Walden, Chief Administrator Officer

FROM: Elizabeth H. Tyler, AICP, City Planner, Director

DATE: June 2, 2005

SUBJECT: Plan Case No. 2005-A-07: Annexation agreement for a 5.00-acre tract of property at 3305 and 3311 South Philo Road / First Baptist Church of Urbana.

Plan Case No. 1933-M-05: Request to rezone a 5.00-acre tract of property at 3305 and 3311 South Philo Road from Champaign County AG-2, Agricultural District to City, R-2, Single-Family Residential Zoning District upon annexation.

Introduction & Background

The First Baptist Church has purchased approximately 5.00 acres on South Philo Road from the Douglas Family Trust and intends to develop the property with a new church and parsonage. The church was formerly located at the corner of Race Street and Illinois Street before selling that building to the Korean New Life Mission. The First Baptist Church is currently meeting at a location on east Main Street in Urbana. The five acres on South Philo Road has been subdivided into two tracts from a larger 160-acre "parent tract" still owned by the Douglas Trust. The larger parcel (3311 South Philo Road) will be developed with the new church while the smaller parcel (3305 South Philo Road) will be developed with a parsonage home. Both tracts will be owned by the First Baptist Church of Urbana.

The property is not located within the corporate limits and is proposed to be annexed. It is contiguous to the city limits to the east due to the recent annexation of the South Ridge Subdivision. The property is currently zoned AG-2, Agriculture in Champaign County. The annexation agreement proposes rezoning both parcels to R-2, Single-Family Residential upon annexation. It is felt that the R-2 Zoning District best complies with the 2005 Urbana Comprehensive Plan which identifies the area to be developed as "Residential".

A public hearing with the Urbana City Council for the annexation agreement is scheduled for June 6, 2005 at 7:20PM. On May 19, 2005 the Plan Commission conducted a hearing on these

items and recommended approval to the City Council pending the public hearing. For more details about the Plan Commission meeting please refer to the staff memorandum dated May 13, 2005 as well as the minutes to the May 19th meeting attached to this memorandum.

Issues and Discussion

Annexation Agreement

The attached agreement outlines a variety of provisions for zoning and land use. In addition to the provisions for zoning designations, the following provisions are highlighted:

- The Owner agrees to sign a petition to annex the property into the City of Urbana.
- The Owner agrees to cause all development to be in conformance with the codes and ordinances of the City of Urbana.
- The Owner agrees to connect to a sanitary sewer at such time as one is available to the site.
- The City agrees to rezone the properties to the R-2, Single-Family Residential Zoning District upon annexation.
- The City agrees to grant a Special Use Permit to allow a church in the R-2, Single-Family Residential Zoning District.

The City has the ability to grant the Special Use Permit for a church in the R-2 zone through the annexation agreement. Staff feels that granting the permit to allow the church in the single-family zone is more advantageous than rezoning the parcel to a multi-family or business zoning district where churches are allowed by right.

Proposed Development / General Area Plan

A minor subdivision plat has already been recorded that has created the two lots totaling approximately five acres. One of the requirements of the Urbana Subdivision and Land Development Code is that a "General Area Plan" must be completed when a smaller tract of land is broken from a larger tract under same ownership. The purpose of this plan is to preliminarily map the overall development and access intentions for the area. This plan is then used as future subdivisions and development requests are considered. As part of the subdivision process the Douglas Family Trust agreed to a General Area Plan for the remaining property. This plan closely resembles the intentions of the Urbana Comprehensive Plan for land use and roadway connectivity. A copy of the General Area Plan is attached.

The First Baptist Church intends to develop a relatively small church facility and hopefully increase the congregation size and expand the building in the future. The new building will be approximately 3,000-4,000 square feet in area and will accommodate about 60 active members. Attached is a general site plan which identifies the location of the building, parking areas and access points on Philo Road. This plan is only intended to give a general development indication and will be further refined as construction plans are completed. The access points to Philo Road have been reviewed by the City Engineer and have received preliminary approval. Final

construction plans will determine the exact location for purposes of traffic safety.

The Urbana Plan Commission made a recommendation to the Urbana City Council that landscaping be planted on the south side of the parking lot at such time as residential uses are proposed on the property to the south. The City Council should consider this amendment and determine if it should be added to the annexation agreement. If so, staff recommends the following inclusion to the annexation agreement:

Section 11. Parking Lot Landscape Buffer. The Owner agrees to plant a vegetative screen along the south side of the parking lot at such time as residential development is proposed on the property to the south of the church tract. The purpose of the screen is to visually screen the parking lot and automobile headlights. The Owner shall consult with the City Arborist on appropriate plant species that meet the requirements of the Urbana Zoning Ordinance for parking lot screening.

Summary of Findings

On May 19, 2005 the Urbana Plan Commission made the following findings pertaining to this case:

1. The proposed R-2, Single-Family Residential Zoning District for the property would be consistent with the current single-family zoning in the general vicinity.
2. The proposed annexation agreement includes provisions for granting a Special Use Permit to allow for the development of a church and parsonage that will provide a convenient service to the area.
3. The proposed Special Use Permit in the annexation agreement is necessary in order to allow for a church while keeping the more desirable R-2, Single-Family Zoning District.
4. The proposed rezoning would not be detrimental to the public health, safety or general welfare.
5. The proposed rezoning appears to generally meet the LaSalle Case Criteria.

Options

The City Council has the following options In Plan Case 2005-A-07 and 1933-M-05, the City Council may:

- a. Approve the Annexation Agreement.

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

Recommendation

In Plan Case 2005-A-07 / 1933-M-04 the Urbana Plan Commission recommends **APPROVAL** of the proposed annexation agreement.

Prepared By:

Rob Kowalski, AICP, Planning Manager

cc: David Crowe, Tatman Enterprises, Inc.
Ron Payne, First Baptist Church of Urbana

Attachments: Proposed Ordinance
Location Map
Aerial Map
General Area Plan
Draft Annexation Agreement

ORDINANCE NO. 2005-06-076

An Ordinance Approving and Authorizing the Execution of an Annexation Agreement
(3305 and 3311 South Philo Road / First Baptist Church of Urbana)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and The First Baptist Church of Urbana has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs two tracts totaling approximately 5.00 acres located on the south side of Philo Road approximately 440 feet south of Trails Drive extended more commonly referred to as 3305 and 3311 South Philo Road and legally described as follows:

A part of the Southwest Quarter of Section 28 Township 19 North Range 9 East of the Third Principal Meridian being more particularly described as follows:

Lots 1 and 2 of the First Baptist Church of Urbana Subdivision, as shown on a plat, recorded May 19, 2005, as Document Number 2005R13236, in the Office of the Recorder of Deeds, Champaign County, Illinois.

Said tracts containing 5.00 acres, more or less, all situated in Urbana Township, Champaign County, Illinois.

Together with the following described adjacent public right-of-way, which is by operation of the law, automatically annexed with the adoption of an annexation ordinance pertaining to the tracts.

That part of Philo Road right-of-way lying adjacent to the herein annexed tract, encompassing 0.429 acres, more or less.

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 23rd day of May, 2005 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 Philo Fire Protection District on the matter; and

WHEREAS, on the 6th day of June, 2005, 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 19th day of May, 2005, to consider the proposed Annexation Agreement and the rezoning from Champaign County AG-2, Agriculture to the City R-2, Single-Family Residential Zoning District upon annexation in Plan Case No. 2005-A-07 and 1933-M-05; 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 the First Baptist Church of Urbana, a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the

same is hereby authorized to attest to said execution of said Annexation Agreement, for and on behalf of the City of Urbana, Illinois.

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

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

PASSED by the City Council this _____ day of _____, 2005.

AYES:

NAYS:

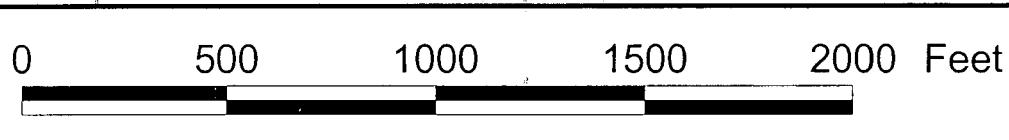
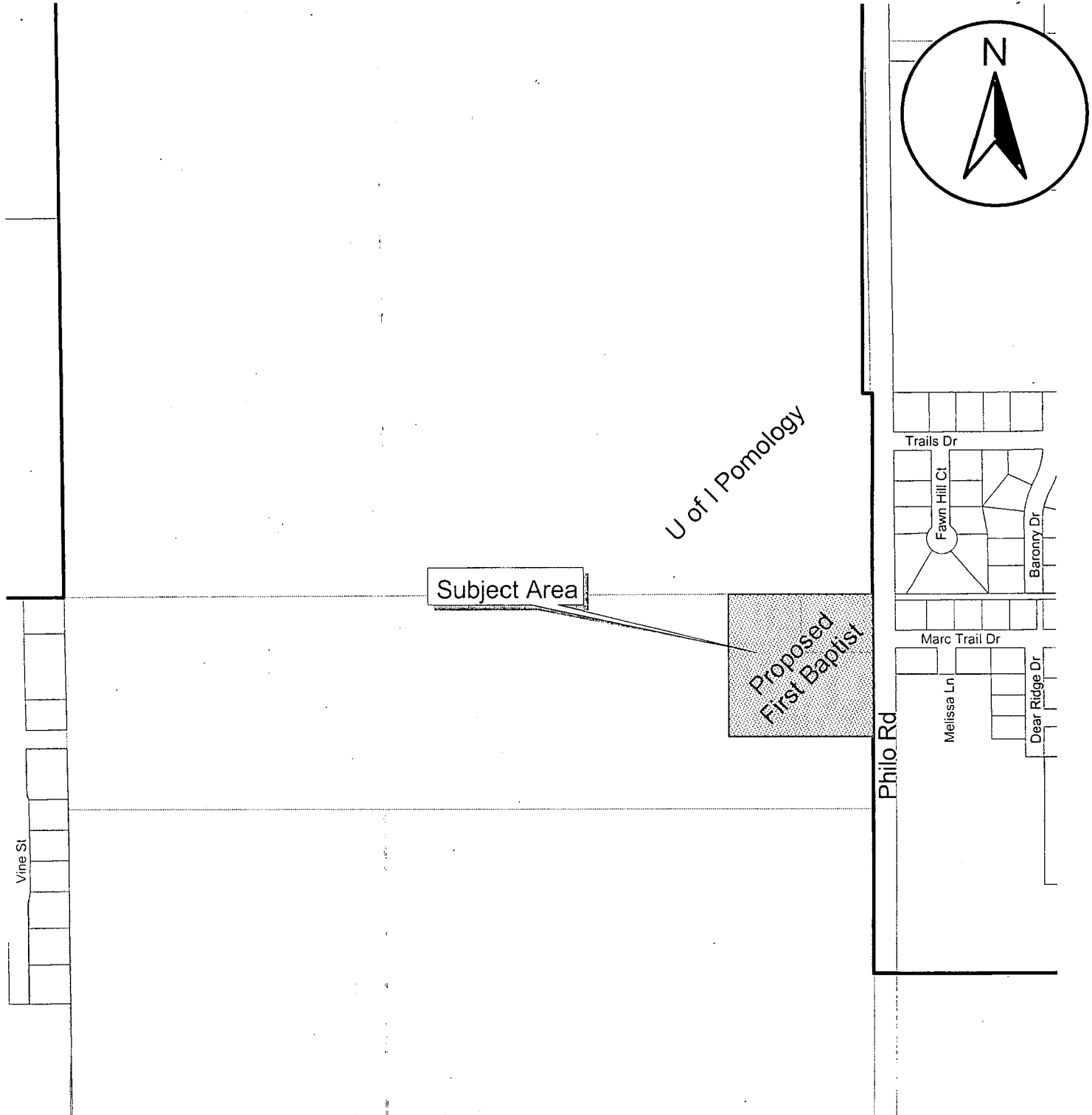
ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2005.

Laurel Lunt Prussing, Mayor

Exhibit "A": Location Map



Case: 2005-A--07, Annexation
Case: 1933-S-05, Subdivision
First Baptist Church Subdivision
3300 Block South Philo Road
PIN #: 30-21-28-300-003

Prepared 5/6/05 by Community Development Services - pal

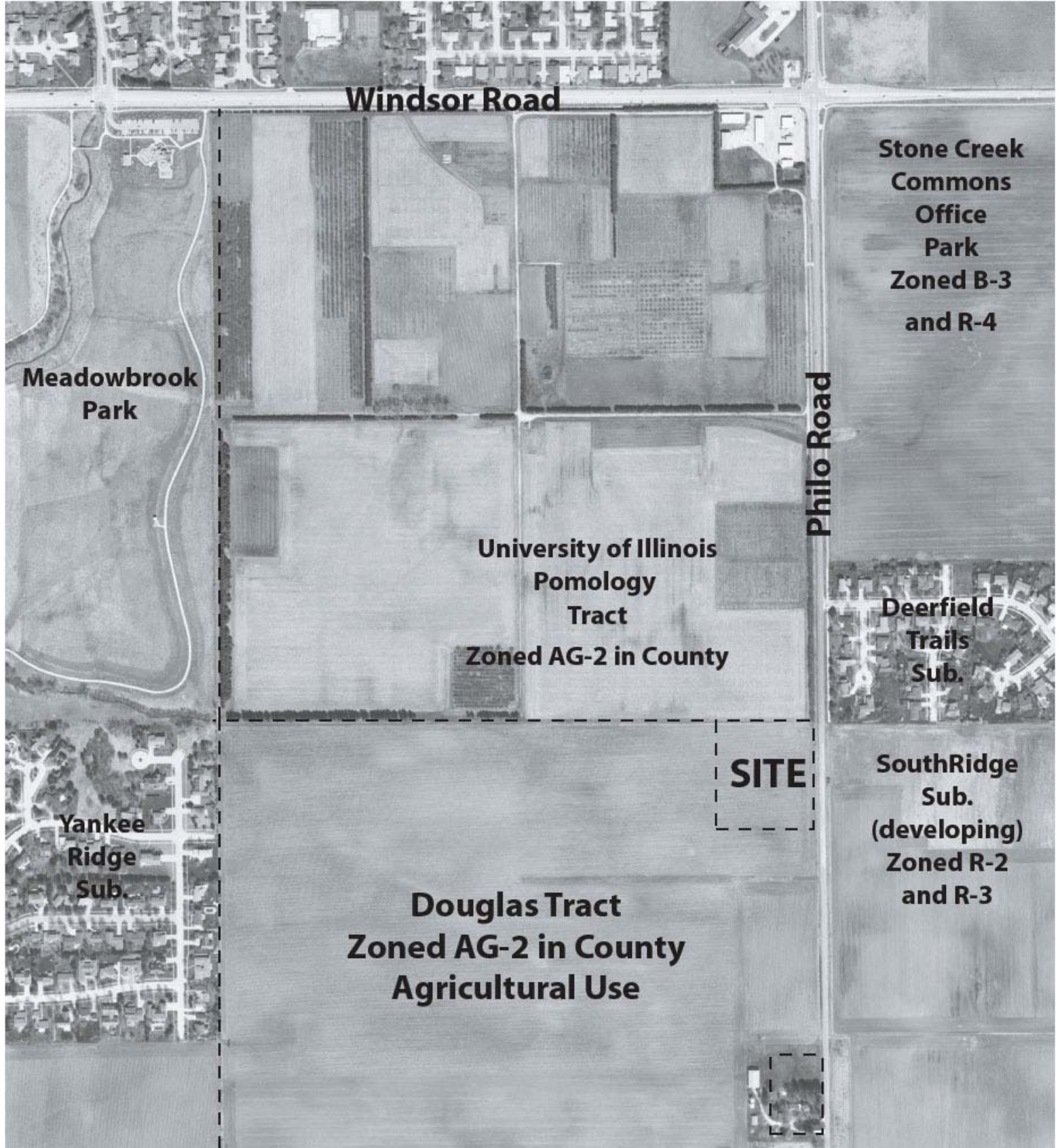


Exhibit "B"
Aerial Map
Plan Cases 2005-A-07 / 1933-M-05
First Baptist Church Annexation / Rezoning

First Baptist Church of Urbana
South Philo Road
Annexation Agreement

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (herein after sometimes referred to collectively as the "Corporate Authorities" or the "City") and the First Baptist Church of Urbana, Illinois, (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, the First Baptist Church of Illinois is the Owner of record of two tracts of property totaling approximately 5.44 acres, located on the west side of South Philo Road approximately 440 feet south of Trails Drive extended, the legal description of which real estate is set form in Exhibit "A" attached hereto; and

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

WHEREAS, both tracts tract are contiguous to the City of Urbana, and both the Owner and the City determine that annexation of the tract is in the best interest of all parties; and

WHEREAS, both tracts are currently zoned AG-2, Agricultural in Champaign County; and

WHEREAS, the City and Owner find it necessary and desirable that both tracts, as described in Exhibit "A" be annexed, and that both tracts be zoned R-2, Single-Family Residential zoning under the terms and provisions of the Urbana Zoning Ordinance and this agreement; and

WHEREAS, the Urbana City Council finds that annexing said property as described herein reflects the goals, objectives and policies set forth in the 2005 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, both tracts will be rezoned from Champaign County AG-2, Agriculture Zoning District to City R-2, Single Family Residential. 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. Land Uses. The Owner agrees that the use property shall be limited to that allowed within the R-2, Single-Family Residential Zoning District except that this agreement stipulates the approval of a Special Use Permit to allow for the establishment of a church on the southern tract and a parsonage home on the northern tract. The layout of the church shall closely resemble the site plan shown on Exhibit “C”.

Section 4. 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 8. Sanitary Sewer. The Owner agrees to connect to sanitary sewer service at such time as a sewer is available to the property.

Section 9. Disconnection. The Owner agrees and hereby stipulates that the Owner shall not take any action to disconnect the tracts from the City once it is annexed.

Section 10. 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 both tracts with a zoning classification of R-2, Single Family Residential.

Section 3. Development. The Corporate Authorities agree with this annexation agreement to grant a Special Use Permit to allow the establishment of a “*Church of Temple*” land use in the R-2, Single-Family Residential Zoning District along with an accessory parsonage home. The Corporate Authorities further agree that the granting of the Special Use Permit is consistent with the established criteria identified in Section VII-2 of the Urbana Zoning Ordinance in that the use of a “*Church or Temple*”:

- 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. 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:

Mayor, City of Urbana

First Baptist Church of Urbana,
Illinois

Date

Date

ATTEST:

ATTEST:

Phyllis D. Clark
City Clerk

Notary Public

Date

Date

Exhibits attached and made a part of this Agreement:

Exhibit "A": Legal Description of both tracts

Exhibit "B": Location Map of Site

Exhibit "C": Layout of proposed church development on tract.

Exhibit “A”

Tract I

Lot 1 of the XXXXXXXXX Subdivision situated in Champaign County, Illinois.

Tract II

Lot 2 of the XXXXXXXXX Subdivision situated in Champaign County, Illinois.

Exhibit “B”

Location Map of property to be annexed.

Exhibit “C”

Layout of proposed church development on tract.

MINUTES OF A REGULAR MEETING

URBANA PLAN COMMISSION

DRAFT

DATE: May 19, 2005

TIME: 7:30 P.M.

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

MEMBERS PRESENT: Laurie Goscha, Lew Hopkins, Michael Pollock, Don White

MEMBERS EXCUSED: Randy Kangas, Bernadine Stake, Marilyn Upah-Bant

STAFF PRESENT: Rob Kowalski, Planning Manager; Teri Andel, Secretary

OTHERS PRESENT: Carrie and Peter Borich, David Crow, Pastor Ron Payne, Paul Tatman

NEW PUBLIC HEARINGS

Annexation Case Number 2005-A-07 – Annexation Agreement between the City of Urbana and the First Baptist Church for a 5.44-acre tract of property located on the west side of Philo Road approximately 440 feet south of Trails Drive extended; and

Plan Case Number 1933-M-05 – Request to rezone approximately a 5.44-acre tract of property located on the west side of Philo Road approximately 440 feet south of Trails Drive extended from Champaign County AG-2 to City of Urbana R-2, Single Family Residential upon annexation.

Rob Kowalski, Planning Manager, presented these two cases together to the Plan Commission. He gave a brief introduction of the history of the First Baptist Church. He talked about the proposed annexation and rezoning requests. He described the proposed site and the adjacent properties noting their land uses and zoning designations. He discussed the proposed development, the subdivision and General Area Plan, and the Annexation Agreement provisions. He pointed out the list of La Salle National Bank criteria in the written staff report that pertained to a comparison of the existing zoning with that proposed by the petitioner. He noted the summary of staff findings and the options of the Plan Commission in the written staff report, and stated that staff's recommendation was as follows:

Based on the evidence presented in the written staff report, and without the benefit of considering additional evidence that may be presented at the public

hearing, staff recommended that the Plan Commission forward these two cases to the Urbana City Council with a recommendation for approval.

Mr. Kowalski introduced David Crow, of Tatman Enterprises, Inc. and Pastor Ron Payne, of the First Baptist Church.

Mr. Hopkins questioned if the Plan Commission was also considering the Special Use Permit as part of the Annexation Agreement. Mr. Kowalski said yes. If the Plan Commission felt that there were any special caveats necessary as part of the special use, then they could be included in the agreement.

Mr. Pollock asked for clarification if staff was not recommending any special use permit additions in terms of requirements. Mr. Kowalski replied no. Mr. Pollock asked if the Plan Commission wanted to recommend requirements for buffering, then now would be the time to do so. Mr. Kowalski said that was correct.

Ms. Goscha asked if the bordering properties would stay zoned as County Agriculture for right now. Mr. Kowalski said yes. The annexation would only be for the 5+ acres. Ms. Goscha inquired if there were any buffering requirements for Agriculture and R-2, Single-Family Residential. Mr. Kowalski did not believe that there were any.

Mr. Hopkins wondered if the 5-foot side-yard setback requirement was a normal expectation. Mr. Kowalski said that it was a side-yard setback requirement in the R-2 Zoning District.

Mr. Hopkins asked if the 80-foot right-of-way would be sufficient for a multi-use path considering the crossing of the existing multi-use path would be south of the north boundary line of the proposed property. Mr. Kowalski said that 80-feet was the widest right-of-way that the City had, with the exception of High Cross Road or Windsor Road. Eighty feet was the typical right-of-way width for an arterial road, even though Philo Road was not designated as an arterial road right now.

Ms. Goscha inquired if there were any landscaping or screening requirements between a church and a R-2 zoning district. Mr. Kowalski said no. If it would be a business use rather than a church use, then there would be requirements for landscaping.

Ms. Goscha remembered that there was a certain ratio of trees depending on the size of the parking lot. What was that ratio? Mr. Kowalski answered by saying that there was a requirement of one tree per nine spaces. The proposed plan may not accurately show exactly how many trees would need to be planted. When the petitioner submits for a building permit, then the plans would have to meet the City's codes. Ms. Goscha added that the trees would not be required around the perimeter, but just somewhere in the vicinity of the lot. Mr. Kowalski stated that was correct. He noted that the two lots would be owned by the church and developed together. Ms. Goscha commented that right now it would not matter because there would be agriculture all around the proposed property. However, if the surrounding properties become zoned residential, then what would the value of the parcel next to the proposed parking lot really be if there were no visual screening between the two.

Mr. Pollock stated that when the City of Urbana does other annexations and developments and there was to be a road or other facilities that would border on a site, the City would required when the road or other facilities get built that the adjoining landowners pay for a portion of it. In this case, there is a multi-use path suggested on the north side of the proposed site. Was there any discussion on the part of staff of having the people who own and develop the residential area pay for part of the costs of building the path? Mr. Kowalski replied no. Staff did not have that discussion. The City's practice has been to get the costs paid by grants that the City had applied for or in a much larger scale development, where the City could incorporate the trail into the development some how. He pointed out that the location of the trail was a little arbitrary right now. It may end up being right on the property line or it may be a little further north. Mr. Pollock inquired if there was an available option for the City Council to require a cost-sharing on the part of the property owner should the path be developed adjacent to the property. Mr. Kowalski said that it would be a little cleaner if the path was to be part of the proposed property. The City could ask the petitioner to dedicate some part of the land. Mr. Pollock understood this to be difficult since the proposed church would be the first development in this area. Eventually, however, there will probably be residential development around the proposed lot that would be interested in some type of screening or protection from a parking lot, especially if there would be evening activities going on.

Paul Tatman, petitioner, presented some background on the First Baptist Church. He believed that the church should remain in the City of Urbana, because it had been located here since 1837. He clarified that one acre would be used to develop the parsonage on, and the other four acres would be used for the church development. The church building would be a 5,000 square foot structure, and it would be designed to be expandable.

Mr. Pollock inquired about the time frame for the construction of the initial phase. Mr. Tatman replied that they were prepared to start construction as soon as they got the zoning approved.

Peter Borich, of 1505 Marc Trail Drive, commented that he was not opposed to a church being developed on the proposed site. However, he was concerned about what would happen to Philo Road. When you head south on Philo Road toward the proposed church, there was a significant rise where you cannot see over it until you almost get to the very top. With the speed limit being 45 mph, there was a potential for a major traffic and accident problem. He believed that the status of the roadway itself needed improvement, because it was not equipped to handle the amount of traffic that would potentially go back-and-forth because of the addition of a church. Therefore, some suggestions would be to decrease the maximum speed due to the rise in the road, reconstruct the road to be able to handle heavier traffic load, and have some type of warning signs about traffic exiting and entering on the other side of the rise.

Ms. Goscha inquired where about Mr. Borich would approximate the peak of the rise to be located. Mr. Borich said that the peak of the rise was roughly 30 to 50 yards north of Marc Trail Drive. Mr. Pollock asked if the peak was roughly where the Pomology Tract would end. Mr. Borich said that was correct.

Mr. Pollock questioned whether this portion of Philo Road was under the City of Urbana's discretion to change the speed limit. Was reconstruction of this part of Philo Road on the City's Capital Improvement Plan? Mr. Kowalski answered by saying that Philo Road adjacent to the South Ridge V Subdivision and adjacent to the proposed annexation and rezoning would be within the City's jurisdiction. When the City annexes property, they annex the roadway as well. The City would have the ability to change the speed limit for this area. The township would be responsible for the road south of the South Ridge V Subdivision, so the City would want to coordinate with the township on what an appropriate speed limit would be.

Mr. Kowalski went on to say that as far as improvements to the road, he did not believe that there were improvements scheduled in the City's current Capital Improvement Plan for Philo Road. The City's Engineer, Bill Gray, did review the plan and did not think that the traffic counts from the church as it was being proposed would warrant initial improvements right away. He felt Mr. Borich was right in that there was more of a long term issue of road improvements as the area develops more.

Mr. Hopkins asked if the City's Engineering Department had looked at the site layout including the curb cuts for the parsonage parcel and the church parcel relative to distance from the Marc Trail Drive intersection. Mr. Kowalski commented that the City allowed up to curb cuts per lot. He explained that the placement of the curb cuts for the parsonage lot may slide a bit to match the best location in terms of where Marc Trail Drive is, etc. There would be a Civil Engineering Plan Review of more detailed construction plans for the proposed development.

Mr. Pollock inquired if there was interest from the City in making sure that they have the option to require that the curb cuts be on both sides of Marc Trail Drive, was there an option beyond the Special Use Permit where the City could require this not to happen? Mr. Kowalski said yes.

Ms. Goscha felt that more study should be done relative to the parsonage entrance in particular because it seems to be the one closest to the peak in the rise on Philo Road. She assumed that Engineering would be looking at topography as well as location of other streets. Was this correct? Mr. Kowalski said yes. Ms. Goscha commented that this was something the Plan Commission did not need to put into their recommendation to the City Council then. Mr. Kowalski added that the curb-cut for the parsonage lot would be exclusive to the use of the parsonage. It would in a sense a single-family home, so it would not have that much traffic entering and exiting.

Ms. Goscha wondered if a 5-foot setback would be enough from the parking lot to the property line, given that eventually a single-family home was proposed to be there. Could there be a significant buffer constructed or built in a 5-foot setback? She suggested a buffer of shrubs or trees. Mr. Kowalski stated that this would be an appropriate recommendation for the Plan Commission to make on the Annexation Agreement.

Ms. Goscha inquired if the church really needed as many parking spaces as being proposed. Would it create a problem if the Plan Commission increased the setback from 5-feet to 10-feet? Mr. Tatman replied that it would financially effect the church's position. He felt that the parking was essential. He reassured Ms. Goscha that 5-feet would be enough to plant shrubs or pine

trees, etc. He commented that most all of the churches in town were mixed in the residential neighborhoods and had no screening. Ms. Goscha agreed that was true of church buildings. However, when the parking lots became bigger, then the City started requiring more screening or buffering, because that was what the neighbors were opposed to.

Mr. White wondered what type of lighting would be used in the parking lot. Mr. Tatman said that they planned to use three lows, three poles, low sodium and facing down.

Pastor Ron Payne approached the Plan Commission to talk about the church. He commented that they intended to be a church in the community. Their purpose in locating on the proposed site was to be a service to the community. Whatever they can do to fit in and make it easy on the neighbors would certainly be something they would want to do. One of reasons for relocating to the proposed site was because the surrounding area would be developed eventually.

Mr. Hopkins questioned if the City had already planned a multi-use path from Windsor Road south on Philo Road. Mr. Kowalski replied yes. The existing path went up to the Deerfield Trails Subdivision on the east side of Philo Road, and it would be extended further south along the South Ridge Subdivision. Mr. Hopkins asked if the existing portion of the trail was connected to the trail going east-west. Mr. Kowalski replied yes. There would be a trail on the northern most part of the South Ridge Subdivision, which would run east from Philo Road. Mr. Hopkins went on to say that if this was the high point, then it might be the most logical crossing for the trail. Mr. Kowalski responded by saying that he realized that the map showed a potential bike trail at the far south end of the Pomology Tract, but a more likely scenario would be that it cross near Marc Trails Drive. It would be the preference to have the trail cross at an intersection as opposed to the middle of the road.

Mr. Hopkins moved that the Plan Commission forward Annexation Case No. 2005-A-07 to the City Council with the recommendation of approval along with an amendment that states, "At such time as development occurs to the south, the special use permit will require that vegetation buffering be provided for the headlights of vehicles in the parking lot". Ms. Goscha seconded the motion. Roll call was as follows:

Mr. Hopkins	-	Yes	Mr. Pollock	-	Yes
Mr. White	-	Yes	Ms. Goscha	-	Yes

The motion was passed by unanimous vote.

Mr. Hopkins moved that the Plan Commission forward Plan Case No. 1933-M-05 to the City Council with the recommendation of approval. Ms. Goscha seconded the motion. Roll call was as follows:

Mr. Hopkins	-	Yes	Mr. Pollock	-	Yes
Mr. White	-	Yes	Ms. Goscha	-	Yes

The motion was passed by unanimous vote. Mr. Pollock announced that these two cases would go before City Council on June 6, 2005.