

PLANNING & ZONING COMMISSION
MONDAY, APRIL 6, 2015
MINUTES

The Rochelle Planning and Zoning Commission met at 6:00 p.m. April 6, 2015 in the Council Chambers of City Hall, 420 N. 6th Street, Rochelle, IL 61068. Present on Roll Call were Board members: Carson, Snyder-Chura, Colwill, McNeilly, Shaw-Dickey, Johns and Chairman Thiele. Absent: Huddleston. Also present were City staff members Kip Countryman, Michelle Pease and Michelle Knight. There was a quorum of seven present.

Minutes: Colwill moved and seconded by Snyder-Chura, **“I move minutes of the March 2, 2015 Planning and Zoning meeting be approved.”** Motion passed by voice vote without dissent.

Public Commentary: None.

Commissioner Comments: None

Business Items:

1. Case PZC-3-15 Creekside Development, amendment to annexation. McNeilly moved and seconded by Shaw-Dickey, **“I move the Planning and Zoning Commission recess into a Public Hearing for Case PZC-3-15.”** A roll call vote was taken. Ayes: McNeilly, Carson, Shaw-Dickey, Snyder-Chura, Johns, Colwill, and Chairman Thiele. Nays: None. Motion passed 7-0. The property is approximately 400 acres located west and northwest of the Rochelle High School and is called Creekside Subdivision (f/k/a King’s Crossing). The property was originally annexed into the City in 2006 with an agreement between the City and Wyndham Foxford LLC. The first amendment to the annexation agreement was in 2009 and related to the development of the San Gabriel Assisted living facility. The second amendment, also in 2009, required the storm water impact fees on Lot 3 and 4, and waived the storm water impact fee requirements for the High School, Elementary School and property designated for park purposes. The third amendment was completed in 2012 in regards to the development of Creekside Sub Unit 1, a 22-lot subdivision that was never built. The fourth amendment was completed in 2012 and related to the public improvements required to develop the new Lincoln Elementary School. The current owner and developer of the property has submitted a petition to amend and restate the Annexation Agreement with 16 changes in regards to the future development of Creekside. The developer is asking for relief of certain requirements of the original annexation agreement that pertain to the infrastructure of the development due to economic conditions. Here is a brief summary of the changes that are proposed:

- 1.) Tract #2 (240 acres) of exhibit B would be rezoned to Rural Development.
- 2.) The Rochelle Municipal Code in effect at the time of development shall apply to the property; provided, however, that a previously subdivided lot shall not be rendered non-conforming solely because of a change in the Rochelle Municipal Code. If the City adopts a less restrictive Code provision, the less restrictive provision will apply to the development.
- 3.) The City would waive its right for reimbursement for its professional fees, including legal and engineering fees.
- 4.) No school impact fees would apply until the 16th and subsequent house is built in any given year.
- 5.) The Developer acknowledges the current recapture agreement relating to future development benefiting other property owners. In the future, the Developer may be required to construct improvements that benefit other properties, and the parties agree to negotiate the amounts attributed to adjacent property owners at the time the cost for the improvements is incurred.
- 6.) Negotiations over the size and placement of water mains would be reserved for the time development occurs. Additionally, the water main loop required by the original Annexation Agreement would not be required to be constructed during development of Tract #1, but may be required when Tract #2 is re-zoned for development.

- 7.) The Developer would be required to construct the sanitary sewer within the development, but sewer connection fees would be waived for the first 15 houses constructed in tract #1 in any calendar year.
- 8.) The City would pay for construction of electric facilities for the first 15 houses constructed in Tract #1 during any calendar year.
- 9.) During the development of Tract #1, the City would install, at the City's cost, the required street lights. During development of any other Tract, the City would install the street lights at the Developer's cost.
- 10.) The Developer would be allowed to construct 4 foot sidewalks instead of 5 foot sidewalks required by the original Annexation Agreement, and would be allowed to construct a shared use path on one side of the roadway, at its option, with written consent of the Park District, and tie into the District's shared use path system.
- 11.) The City would construct, at City's cost, 900 feet of roadway to extend 20th street beyond its current terminus. Also, minor streets would be 31 feet back to back, with 12 inches of rock and 3 inches of asphalt, instead of 39 feet back to back and 5 inches of asphalt as required by the City Code.
- 12.) The numerous perimeter and off-site improvements to Flag Road, Queens Road, and signalization improvements would be waived during the development of Tract #1, but may be required when Tract #2 is developed.
- 13.) The right of recapture for future off-site perimeter road improvements would be negotiated at the time said improvements are required.
- 14.) The storm water management fee for the remainder of the property would be waived. Previously, the City had waived the fee for portions of the Subject Property.
- 15.) The number of acres used for regional stormwater detention would be limited to the number of acres required to provide detention for the Subject Property only. Under this scenario, the City could upsize the detention by excavating deeper, but not wider.
- 16.) The requirement for a special service area for public improvements provided by the City would be removed. The original Annexation Agreement included this SSA as an oversight, despite the fact that the City Council approved the Agreement without the provision.

RECOMMENDATION: The developer's petition represents the developer's requested amendments to the annexation agreement. It does not in all cases represent an agreement between the developer and City staff as to what should be in the agreement. The P & Z commission is being asked to review the proposal and formulate its proposal to the City Council based on its own analysis of the developer's proposal. In that regard, some of the considerations that should be taken into account are as follows:

1. Residential development in the City has slowed almost to a standstill. Over the past ten years, the highest number of new residential construction permits issued by the City in a single year was 12. On average, only 5 permits for new residential construction are issued in any given year. Some financial incentives to any developer willing to undertake new residential construction in the near future may be advisable as a matter of good public policy.

2. Certain of the proposed concessions by the City (including constructing 900' feet of an extension of 20th Street at the City's cost, waiving reimbursement for the City's professional fees, waiving impact fees and sewer connection fees and electric service costs for the first 15 homes in any year, deferring infrastructure obligations and imposing certain street light costs on the City) may be seen as providing an impetus for new construction in the near term. For this reason, granting such concessions would not be a precedent for granting the same concessions for other developments in the future once the economy regains momentum.

3. Other concessions (waiving stormwater fees for the 240 acres to be rezoned Rural Development) would not seem to be related to construction costs in the near term, and agreement to such a waiver may effectively make it difficult to enforce the stormwater fee ordinance against any developer in the future.

4. While the concessions are intended to spur construction in the near future, nothing in the agreement requires the developer to construct any homes within any period of time in order to gain the benefit of the concessions.

5. The terms of the Agreement will expire in 2026, at which time all obligations of both parties under the Agreement will terminate.

City Manager, Dave Plyman, was there to answer questions. Petitioner arrived late. Colwill moved and seconded by Shaw-Dickey, **“I move the planning and Zoning Commission return to Open Session.”** Motion passed by voice vote without dissent. McNeilly moved and seconded by Colwill, **“I move the Planning and Zoning Commission recommend to the City Council that it approve the proposed Creekside LLC amended and restated annexation agreement.”** A roll call vote was taken. Ayes: McNeilly, Shaw-Dickey, Johns, Colwill, and Chairman Thiele. Nays: Carson and Snyder-Chura. Motion passed 5-2.

Discussion Items:

1. The draft Comprehensive Plan was passed out to all Commissioners to review for the May 4, 2015 meeting.

Adjournment: The Planning and Zoning Commission adjourned at 7:17 p.m.

Michelle Knight

Michelle Knight, Administrative Assistant
Community Development Dept., City of Rochelle