



**PLANNING COMMISSION - REGULAR SESSION
BLOOMINGTON PUBLIC LIBRARY, COMMUNITY ROOM, 2ND FLOOR
205 E. OLIVE ST. BLOOMINGTON, ILLINOIS 61701
WEDNESDAY, OCTOBER 2, 2024, 4:00 PM**

1. Call to Order

2. Roll Call

3. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person may register at cityblm.org/register at least 5 minutes before the start of the meeting.

4. Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled from the Consent Agenda for discussion are listed and voted on separately.

- A. Consideration and action to approve the Minutes of the September 4, 2024, regular meeting of the Bloomington Planning Commission. (Recommended Motion: The proposed Minutes be approved.)

5. Regular Agenda

- A. **Z-11-24** - Public hearing, consideration, and action on a request by Aruthra, LLC, for an **Annexation Agreement and Zoning Map Amendment**, from County R-2 (Two-Family Residential) District to City R-2 (Mixed Residence) District, pertaining to property generally located north of the intersection of Fox Creek Road and St. Ivans Circle, consisting of approximately 6.57 acres (PIN: 21-18-153-009). (Recommended Motion: Motion to establish findings of fact that the request for **approval** of the proposed Zoning Map Amendment to the R-2 (Mixed Residence) District is in the public interest and not solely for the benefit of the Applicant or Property Owner and to recommend approval of the request; Motion to establish findings of fact that the request for **approval** of the proposed Annexation Agreement is in the public interest and not solely for the benefit of the Applicant or Property Owner and to recommend approval of the request.)

6. New Business

7. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or mhurt@cityblm.org.



REGULAR AGENDA ITEM NO. 4.A.

FOR PLANNING COMMISSION: October 2, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the September 4, 2024, regular meeting of the Bloomington Planning Commission.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: In compliance with the Open Meetings Act, Commission Minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[PC_Minutes_DRAFT_09-04-2024_rev.docx](#)



**DRAFT MINUTES
PLANNING COMMISSION - REGULAR SESSION
WEDNESDAY, SEPTEMBER 4, 2024, 4:00 PM**

The Planning Commission convened in regular session at 4:00 PM, September 4, 2024. Chair Boyd called the meeting to order.

Roll Call

Attendee Name	Title	Status
Mary Ann Cullen	Commissioner	Absent
Mark Muehleck	Commissioner	Absent
David Lewis	Commissioner	Present
Justin Boyd	Chair	Present
Brady Sant Amour	Commissioner	Present
Thomas Krieger	Commissioner	Absent
Anna Patino	Commissioner	Present
Goverdhan Galpalli	Commissioner	Present
Jackie Beyer	Vice Chair	Present
William Peradotti	Commissioner	Present

Staff present included: George Boyle, Assistant Corporation Counsel; Kelly Pfeifer, Assistant Director of Economic and Community Development; Jon Branham, City Planner; Alissa Pemberton, City Planner; and John Myers, Assistant City Planner.

Public Comment

No public comment was provided.

Consent Agenda

Item 4.A. Consideration and action to approve the Minutes of the July 3, 2024, regular meeting of the Bloomington Planning Commission.

Vice Chair Beyer noted an amendment to the minutes. She stated under discussion point "2" in New Business, "Country" should be amended to "County."

Vice Chair Beyer made a motion, seconded by Commissioner Peradotti, to approve the Consent Agenda as amended.

AYES: Boyd; Lewis; Sant Amour; Peradotti; Patino; Galpalli; Beyer.

Motion passed viva voce.

Regular Agenda

The following item was presented:

Item 5.A. Z-4-24 (BHP-03- 24) - Public hearing, consideration and action on a request initiated by the Bloomington Historic Preservation Commission for the Designation of Holy Trinity Catholic Church and Rectory as Local Landmarks, and a Zoning Map Amendment to apply the S-4 (Historic Preservation District) Overlay, for the property between N. Center Street and N. Main Street, known as 704 N. Main St (Part of PIN: 21-04-135-001).

Ms. Pemberton provided a brief summary of the staff report with suggested motions that would reaffirm the HPC's recommendation. She noted supplemental information has been added to the packet since the last meeting, including summaries of the architectural reports for the Rectory and Church and the Certificate of Appropriateness process for S-4 zoned properties.

Chair Boyd opened the public hearing that had been continued from the prior meeting.

Monsignor Jason Gray (704 N. Main Street) spoke against the Zoning Map Amendment. He stated the Parish is committed to preserving the structure and working with the City. He expressed concerns about the restrictions imposed by S-4 designation, noting issues in the past with other preservation commissions in other communities. Additionally, he noted that the architectural report found that approximately \$7 million will be required to preserve both the Church and the Rectory, so the amount of grant money available and benefits of S-4 designation are not significant.

Vice Chair Beyer inquired if the applicant is concerned with the local landmark designation or the S-4 zoning. Monsignor Gray stated his concerns are with the restrictions associated with S-4 zoning.

Sarah Lindenbaum (1001 N. Evans Street) spoke as a representative of the Historic Preservation Committee (HPC) and a resident near Holy Trinity. She noted the importance of S-4 Designation and the Planning Commission's role in the Designation and Zoning Map Amendment process. She stressed the standards for Designation and illustrated how the subject structures meet the criteria. She discussed the relative gain or hardship to the public versus property owner, stating: the importance of the buildings as a gateway to Downtown Bloomington; the availability of annual grant funding; partnership with subject matter experts on the HPC; and that S-4 zoning does not preclude the sale, change of materials or features, or demolition of the properties, but provides an appropriate process given the significance of the structures.

Chair Boyd closed the public hearing.

Vice Chair Beyer acknowledged the historic nature and significance of the subject structures. She noted that the Diocese has expressed opposition to S-4 Designation. She expressed that she believes the hardship to the property is greater than the gain to the public.

Commissioner Peradotti stated the case file recognizes the ability of the property owner to maintain and preserve the property. He expressed the S-4 Designation is unnecessary and restrictively burdensome with questionable public gain. Commissioner Peradotti asked staff to clarify the motions.

Ms. Pemberton clarified the motions and stated it is procedurally preferable to split the motions up, rather than voting combined due to the different standards.

Chair Boyd noted that there is no guarantee that the Diocese will always be the owner of the property, so he concurs with the Historic Preservation Commission that Designation is in the public good.

Vice Chair Beyer made a motion, seconded by Commissioner Lewis, to establish findings of fact that subject structures meet the criteria to be classified as Local Historic Landmarks and reaffirm the Historic Preservation Commission's action designating them as such.

Roll call.

AYES: Boyd; Lewis; Sant Amour; Peradotti; Patino; Galpalli; Beyer

Motion passed.

Commissioner Lewis made a motion, seconded by Commissioner Patino, to establish findings of fact that the proposed Zoning Map Amendment to apply the S-4 (Historic Preservation District) Overlay is in the public interest and not solely for the benefit of the Applicant and to recommend approval of the proposed Zoning Map Amendment for the Property at 704 N. Main Street.

Roll call.

AYES: Boyd; Sant Amour; Patino; Galpalli

NAYES: Peradotti; Beyer; Lewis

Motion passed.

Commissioner Patino made a motion, seconded by Chair Boyd, to approve the proposed Resolution.

Roll call.

AYES: Boyd; Lewis; Sant Amour; Peradotti; Patino; Galpalli

NAYES: Beyer

Motion passed.

The following item was presented:

Item 5.B. **Z-10-24** - Public hearing, review, and action on a request initiated by the City of Bloomington, for the approval of text amendments, modifications and deletions to the Zoning Code of the City of Bloomington, Illinois (Chapter 44 of the Bloomington City Code, 1960), relating to 1) Use Tables, (2) Definitions, (3) streamlining the development review process, (4) modification process for General Provisions, (5) Administrative procedures, and (6) clarifications of Permitted Encroachments.

Ms. Pemberton presented the Staff Report with recommendation for approval. She briefly discussed the changes and intention of the text amendments. Additionally, she noted the amendments' compliance with the Comprehensive Plan Goals and Objectives. Ms.

Pemberton requested an amendment to the initially proposed motion to include an adjustment of one definition. She stated, through reviewing the potential for practical application of the proposed amendments, staff identified that the Boarding and Rooming House definition should be adjusted to be “more than one” rather than “one or more.”

Chair Boyd opened the public hearing.

Noah Tang (504 E. Olive) expressed support for the text amendments. He stated that the changes to the Accessory Dwelling Units (ADUs) code will allow for more diverse housing opportunities and greater flexibility for residents. He did request that the maximum allowed square footage for Accessory Dwelling Units should be increased to 900 square feet. He cited “Backyard Farmhouse” by Jay Osborne, which provides free Accessory Dwelling Units designs with most 850-900 square feet.

Chair Boyd closed the public hearing.

Vice Chair Beyer asked Staff to clarify the changes to Accessory Dwelling Units (ADUs). Ms. Pemberton responded that the changes allow for ADUs to be 80% of the district height, with the requirement that the structure is not permitted to be taller than the principal building. Additionally, she noted the removal of ADUs from the Primary Use Table is to improve clarity for the public since they are permitted as Accessory to a Primary Dwelling Unit. She stated that there has previously been confusion on where ADUs can be permitted.

Vice Chair Beyer asked about expanding the maximum size of ADUs to 900 square feet and about the justification for the proposed size. Staff explained 800 square feet is a commonly used size cap amongst other communities and is about half of the size of smaller homes in the area, but was not pin-pointed precisely for a local reason. Vice Chair Beyer asked whether someone could get a Variance to allow them to build an ADU larger than 800 square feet if they wanted to use one of the plans Mr. Tang talked about. Staff replied that was highly unlikely since most would be new construction and the primary dwelling already makes reasonable use of the property.

Vice Chair Beyer made a motion, seconded by Commissioner Galpalli, to establish findings of fact that the proposed text amendments meet the standards and objectives for which the Code is designed and are in the public interest, and to recommend that City Council approve the proposed text amendments as presented, including the addendum to the packet striking § 44-505A(3), with the amendment to § 44-1603 relating to the definition of “Boarding and Rooming Houses” to reflect “more than one rooming unit”.

Roll call.

AYES: Boyd; Lewis; Sant Amour; Peradotti; Patino; Galpalli; Beyer

Motion passed.

New Business

None.

Adjournment

Commissioner Patino made a motion, seconded by Vice Chair Beyer, to adjourn the meeting.

AYES: Boyd; Lewis; Sant Amour; Peradotti; Patino; Galpalli; Beyer

Motion passed viva voce.

The Meeting Adjourned at 4:46PM.

CITY OF BLOOMINGTON

Commission Chair, Justin Boyd

Staff Liaison, Alissa Pemberton

DRAFT



REGULAR AGENDA ITEM NO. 5.A.

FOR PLANNING COMMISSION: October 2, 2024

WARD IMPACTED: Ward 2

SUBJECT: Z-11-24 - Public hearing, consideration, and action on a request by Aruthra, LLC, for an **Annexation Agreement and Zoning Map Amendment**, from County R-2 (Two-Family Residential) District to City R-2 (Mixed Residence) District, pertaining to property generally located north of the intersection of Fox Creek Road and St. Ivans Circle, consisting of approximately 6.57 acres (PIN: 21-18-153-009).

RECOMMENDED MOTION: Motion to establish findings of fact that the request for **approval** of the proposed Zoning Map Amendment to the R-2 (Mixed Residence) District is in the public interest and not solely for the benefit of the Applicant or Property Owner and to recommend approval of the request; Motion to establish findings of fact that the request for **approval** of the proposed Annexation Agreement is in the public interest and not solely for the benefit of the Applicant or Property Owner and to recommend approval of the request.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Applicant seeks approval of an Annexation Agreement and Zoning Map Amendment to incorporate the property and facilitate the construction of a residential Planned Unit Development, comprised of 58 Single-Family Attached (Townhouse) structures, on individual lots that may be sold as such. The subject property consists of approximately 6.5 acres of vacant County-zoned R-2 land, located north of Fox Creek Road, near the intersection with St. Ivans Circle.

Summary of the Request:

- The requested zoning for the property is City "R-2 (Mixed Residence) District" and is appropriate for this property that is adjacent to public water and sewer and accessible by an existing road.
- The right to tap (access) public water and sewer are provided to the Owner, upon the payment of applicable fees.
- Future development of the parcel is contingent upon approvals through future subdivision process(s).
- A waiver of the Subdivision Code is included for any items where the Zoning Code conflicts and may be approved solely by Council.
- Successful completion of the project will require a Special Use Permit (Single-Family

Attached structures in R-2) and Variances to the Zoning Code, due to inconsistencies within the Code and a practical hardship of meeting PUD standards; these items will be addressed by the Zoning Board of Appeals prior to approval of the final Agreement.

The 2035 Comprehensive Plan Future Land Use Map identifies this area as "Medium Density Residential" in the Emerging Areas. The Land Use Priorities Map identifies this as "Tier 1", "Vacant and under-utilized land for infill development or redevelopment within the City".

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice was published in The Pantagraph on Monday, September 16, 2024. Courtesy notices were mailed to 54 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will add to the City's tax base. The Agreement should result in the development of 58 residential dwelling units, helping to fulfill the need for quality non-student multi-family housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis. Providing opportunities for current out-of-town workers to live closer to work and to take advantage of the City amenities could increase future revenues for the City. The Applicant will be responsible for the construction and cost of infrastructure for development on the subject property, with tap-on fees helping to pay back the cost of existing water and sewer infrastructure. Parkland Dedication obligations will be met via fee-in-lieu.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[Z-11-24 - Staff Report](#)

[Draft Annexation Agreement - Ridgewood West](#)

[Draft Annexation Agreement - Exhibit B - Concept Plan](#)

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: October 2, 2024

CASE NO: Z-11-24, Annexation Agreement & Zoning Map Amendment

REQUEST: Public hearing, consideration, and action on a request by Aruthra, LLC, for an Annexation Agreement and Zoning Map Amendment, from County R-2 (Two-Family Residential) District to City R-2 (Mixed Residence) District, pertaining to property generally located north of the intersection of Fox Creek Road and St. Ivans Circle, consisting of approximately 6.57 acres (PIN: 21-18-153-009).

BACKGROUND

Request

The Applicant seeks approval of an Annexation Agreement and Zoning Map Amendment to incorporate the property and facilitate the construction of a residential Planned Unit Development (PUD). This PUD will be comprised of Single-Family Attached (Townhouse) structures on individual lots that may be sold as such (see "Concept Plan" for *Ridgewood West* in attached Draft Agreement). The requested zoning for the property is City "R-2 (Mixed Residence) District" and is appropriate for this property adjacent to public water and sewer and accessible by an existing Collector Road.

The right to tap (access) public water and sewer are provided to the Owner, upon the payment of applicable fees. Future development of the parcel is contingent upon approvals through future subdivision process(es). Parkland dedication is addressed through a fee-in-lieu payment and plans for direct pedestrian access between the proposed development and Westwood Park have been included in the Agreement. A waiver of the Subdivision Code is included for any items where the Zoning Code conflicts and may be approved solely by Council. A Special Use Permit (Single-Family Attached structures in R-2) and Variances to the Zoning Code from the Bulk and Site Standards in the R-2 District and Residential PUD Standards will be addressed by the Zoning Board of Appeals prior to approval of the final Agreement. The actual PUD approval process will occur at a later date when detailed site engineering and subdivision plans have been finalized; current Zoning Code requires that this occur concurrently with what would normally be considered the "Preliminary Plan" phase of subdivision.

Property Characteristics

The subject property consists of approximately 6.5 acres of vacant County-zoned R-2 land located north of Fox Creek Road, near the intersection with St. Ivans Circle. No existing Annexation Agreement or Preliminary Plan was found for the subject property.

The property slopes to the north and is constrained by an approximately 50-foot-wide drainage path along the eastern edge. It appears that the intention for Tangle Oaks Court was to continue through development of this property, but topographic challenges combined with its historic dead-end character make permanent termination on the eastern side of the drainage way preferable to continuation.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, September 16, 2024. Courtesy notices were mailed

to 54 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District.

Surrounding Zoning and Land Uses

Zoning		Land Use(s)
North	County R-2 (Two-Family Residential)	Single-Family Residences, Park
South	City R-2 (Mixed-Residence) & City B-2 (Local Commercial)	Right-of-Way, Two-Family Residences
East	City R-1C (Single-Family Residential)	Drainage Way, Single-Family Residences
West	County A (Agricultural)	Large Lot Single-Family Residences, Cropland

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: County R-2 (Two-Family) District

The intent of the R-2...is to provide for moderate-density residential development, including two-family and higher-density single-family dwellings, in a manner which will encourage a strong residential neighborhood. (McLean County Code § 350-37).

Proposed Zoning: R-2 (Mixed Residence) District

The R-2...is intended to accommodate development characterized by a mixture of housing types at a high single-family and a low multiple-family dwelling unit density. Densities of up to approximately 13 dwelling units per acre are allowed. This district allows for the conversion of dwelling units in older residential areas of mixed dwelling unit types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization and serves as a zone of transition between lower density residential districts and residential districts that permit greater land use intensity and dwelling unit density (§ 44-401E).

Compliance with the Comprehensive Plan

The proposed Annexation and Zoning Map Amendment contribute to the following Goals and Objectives:

- Goal H-1. (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits); and,
- Goal ED-4. (Enhance the image of Bloomington as a business friendly community), Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and,
- Goal HL-2. (Ensure maximum usage of the City's parks and recreational facilities and associated resources), Objective HL-2.1 (Ensure easy access and availability of park facilities for residents as well as community groups); and,
- Goal HL-3. (Ensure a healthy environment and accessibility of parks and open spaces), Objective HL-3.1 (Eliminate barriers that discourage people from walking and biking to parks and recreational facilities); and,
- Goal UEW-1. (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core); and,
- Goal CF-1. (Continue to provide quality public facilities and services), Objectives CF-1.1 (Provide adequate City services for current and new annexations) and CF-1.2 (Ensure the

community facilities provide the greatest cost-benefit ratio to the population served).

The 2035 Comprehensive Plan Future Land Use Map identifies this area as "Medium Density Residential" in the Emerging Areas. The Land Use Priorities Map identifies this as "Tier 1", "Vacant and under-utilized land for infill development or redevelopment within the City".

STANDARDS FOR REVIEW FOR ZONING MAP AMENDMENTS

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Chapter 44 (Zoning) was updated in February of 2023; Chapter 8.5 (Annexation) was not updated concurrently. The more comprehensive Chapter 44 criteria has been used for this review since the Planning Commission's primary obligation (§ 8.5-203D) is to evaluate the proposed Zoning Map Amendment(s) (§ 44-1706E(2)(a)[1] - § 44-1706E(2)(a)[11]) versus (§ 8.5-203D(1) - § 8.5-203D (8)).

Request for Zoning Map Amendment to R-2 (Mixed Residence) District

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the current County R-2 (Two-Family) District are oriented to moderate-density residential development, including two-family and higher-density single-family dwellings; these uses and forms of development are suitable and appropriate based upon the surrounding zoning and land use. However, the status of the property as unincorporated prevents access to the public water and sewer that are necessary for the successful development of such uses. The highest and best use of this property is as an incorporated parcel that can utilize all of the public infrastructure and amenities that are readily available or already proximate to the site.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property has never been developed and is currently vacant (not active agriculture), which appears to have been the case at least as far back as 2011, based on pictorial evidence. It was listed for sale more than two (2) years ago and dropped in price by over \$100,000 before being sold in June of this year. During that same time, incorporated property across the street was rezoned to R-2 and larger lots split to allow two-family dwellings which are in the process of being constructed; additional vacant lots in the area are continuing to be filled with new single-family homes. See also the discussion of "Compliance with the Comprehensive Plan" in the prior portion of this report.

3. The suitability of the subject property for uses authorized by the proposed zoning.

Physically, the southwest half of the subject property would be appropriate for most uses permissible in the City's Zoning Code, but the property does have some significant physical constraints that have contributed to the long-term vacancy despite activity on other nearby properties. A major drainage way runs along the entire eastern border, approximately 50-feet, and the site drops by about 30 feet from south-to-north, and 15 feet west-to-east. The site is restrictive, as compared to other sites of similar size, and appropriate design and engineering practically necessitate the use of Planned Unit Development or other flexible development approaches.

The location adjacent to an existing City park, near an existing City golf course and walking paths,

makes this property ideal for moderate density residential uses that can take advantage of the shared open space. While most moderate-density residential could be appropriate here, the proposed form of high-density single-family is more consistent with the character of development in the area than development that would permit the maximum allowable density (up to 85 dwelling units) that would likely be in the form of multiple-family construction.

4. The existing land uses and zoning of nearby property.

The adjacent properties are zoned County or City moderate-to-high density single-family residential or low-density/intensity multiple-family or commercial. They are in a variety of stages of development, consisting of established and planned single- and two-family dwelling communities, and unannexed active small-scale agriculture. Westwood Park to the northeast is an existing public Multi-Purpose Area that can provide recreational open space immediately adjacent to the proposed development.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

The relative gain for the owner from the Map Amendment itself is real; financially feasible development without annexation is practically impossible due to the size and location of the lot, as the requirement of well/septic systems would permit very little residential density and therefore little financial benefit. However, the relative gain for the public is also real; appropriately intense development results in beneficial use of existing public water, sewer, and road capacity, as well as an increase in the residential density to support public transit and other property-tax-based improvements. Private internal circulation and trash collection/snow-plow contracts will further reduce the public burden of such development, while still increasing the number of residential units available to support the increasing workforce of the Bloomington community.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The area is well-served by existing streets, sidewalks, and the Constitution Trail. Direct access to a public collector (Fox Creek Road) will be provided. Tangle Oaks Court will be permanently ended near its current western terminus, and internal circulation will be created for the new development to prevent short-circuiting of the Fox Creek Road/Ridge Creek Drive intersection, along with maintenance of the dead-end condition that residents on Tangle Oaks have grown accustomed to.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

Stormwater management for development of the subject property will be managed according to the City's Manual of Practice, requiring onsite management and maintenance of the post-development condition is no worse than pre-development condition. Additionally, some improvement in high-flow conditions may be seen as improvements are made to the drainage way on the eastern side of the property and development on the subject property retains its own stormwater flow.

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The Agreement does not obligate the City to extend public water or sanitary sewer, as they are located on or immediately adjacent to the subject property. The property is easily served by Bloomington fire and police protection. The property will be annexed to Bloomington-Normal Water Reclamation District and is already part of the Unit 5 School District.

9. The extent to which property values are diminished by the restrictions of the proposed zoning.

Property values are unlikely to be diminished by the proposed Map Amendment. Uses permissible in the City R-2 (Mixed Residence) District are similar to those permissible on nearby County and City R-2 parcels, and the resulting density (< 9 units/acre) is similar to that allowed on the adjacent and nearby R-1C properties. Thoughtful development of this infill property will further the feel of the area as a complete community and support the development and maintenance of public amenities.

10. Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.

See prior discussion of “Compliance with the Comprehensive Plan” in this report.

11. Whether the City needs more of the types of uses allowed in the proposed district.

The City is actively seeking residential housing development, with a focus on areas of infill or immediate adjacency, like the subject property.

ADDITIONAL STANDARDS FOR REVIEW FOR ANNEXATION

Both the Planning Commission and City Council shall conduct public hearings on the Agreement. The Planning Commission shall make its recommendation to the City Council after conducting its hearing. Recommendations shall be made...giving due consideration for the purpose and intent of Chapter 44, Article I, of the Bloomington City Code - 1960, including the following specific purposes (§ 8.5-203D(9)):

(a) To conserve and protect the taxable value of land and structures;

Standards five (5) and nine (9) for approval of Zoning Map Amendments speak to this purpose. Incorporation of property to be improved will increase the local tax base. In addition, existing property values have been shown to increase due to the proximity of new residential development.

(b) To protect the air, water and land resources within the City from the hazards of pollution and misuse;

Standards three (3) and eight (8) for approval of Zoning Map Amendments speaks to this purpose. Compliance with the City Code, once annexed, will be generally protective from the hazards of pollution and misuse. All required reviews and public hearings for the Special Use Permit and Variations to the Code that are included as part of the Agreement will occur prior to transmitting a recommendation to City Council. The Agreement states normal public hearing and permitting processes shall be followed for future processes.

(c) To protect land and structures from natural hazards; including flooding and erosion;

Standard seven (7) for approval of Zoning Map Amendments speaks to this purpose. Incorporation and development of this property, when in compliance with the Manual of Practice—which is the

expectation and requirement of such—will address onsite and localized flooding issues.

(d) To preserve and protect historic locations, structures and groups of structures;

Not applicable; this property is unimproved.

(e) To preserve and protect and encourage the development of structures, groups of structures and neighborhoods of distinctive architectural character and appearance;

Standard four (4) for approval of Zoning Map Amendments speaks to this purpose. Development as a Planned Unit Development (PUD) will “encourage and allow more efficient, creative, and imaginative design for land development than is possible under otherwise applicable zoning regulations” (§ 44-1501A). In addition, within PUDs, “developments shall be designed to avoid the appearance of exterior monotony through incorporation of varying rooflines, building materials, colors, or architectural enhancements” (§ 44-1503G).

(f) To provide for the orderly and functional arrangement of land uses and structures;

Standard two (2) for approval of Zoning Map Amendments speaks to this purpose. The proposed Agreement includes a Concept Plan that lays out the most important components of any successful development of this property, including appropriate connectivity of roads and pedestrian paths, the approximate location and approach for providing water and sewer, and approximate structure locations that demonstrate the ability to meet Code requirements or request Variances thereof.

(g) To establish standards for the orderly development or redevelopment of geographic areas within the City;

The Agreement does not exempt the subject property or Property Owner from any of the established standards for planning and development within the City; it specifies that future subdivision and development of the Premises shall be by applicable governing Codes at that time, which should result in orderly development or redevelopment of the area.

(h) To secure for the public locations for housing, employment, shopping, education and recreation that are adequate in terms of health, safety, convenience and number;

Standards six (6) and 11 for approval of Zoning Map Amendments speak to this purpose. This Agreement and Annexation will facilitate the development of 58 moderate-density housing units that are planned for individual sale. It does so on a “Tier 1” infill property that has existing access to all necessary public utilities, making beneficial use of prior public and private infrastructure investments to help fulfill the City’s current need for “middle” housing types like the proposed Townhouses.

(i) To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;

Standard eight (8) for approval of Zoning Map Amendments speak to this purpose. This Agreement specifies that tap-on fees, substandard road fees, and parkland dedication (fee-in-lieu) are required; these fees help to pay the City back for prior expenditures on the development of existing water, sewer, roads, and parkland infrastructure. The Applicant will be responsible for the construction and cost of infrastructure for development on the subject property.

(j) To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;

Standard one (1) for approval of Zoning Map Amendments speak to this purpose. Annexation and development of this property helps to protect natural resources and agricultural productivity elsewhere, by focusing on infill to meet current demand, reducing the risk that development will “leapfrog” into productive Agricultural land outside the boundary of urban service delivery.

- (k) **To permit public involvement in the planning of private land uses which have the potential for significant impact on the use and enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and**

Approval of the Agreement and Zoning Map Amendment after public hearings and Council review would be the result of a fair, equitable, and orderly public review and participation process.

- (l) **To promote the Official Comprehensive Plan adopted by the City of Bloomington.**

See prior discussion of “Compliance with the Comprehensive Plan” in this report.

Upon a vote, the Planning Commission will forward its recommendation to City Council. Council will then conduct a second public hearing, and approve or reject the Agreement on the basis of:

1. The facts presented at the public hearings; and
2. The recommendations of the Planning Commission; and
3. The recommendations of the City Staff.

STAFF RECOMMENDATION

Staff finds that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the Applicant, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

Motion to establish findings of fact that the request for approval of the proposed Zoning Map Amendment to the R-2 (Mixed Residence) District ***is in the public interest and not solely for the benefit of the Applicant or Property Owner*** and to recommend ***approval*** of the request.

Staff additionally finds that the standards for an Annexation Agreement have been adequately addressed in the Draft Agreement and Concept Plan, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

Motion to establish findings of fact that the request for approval of the proposed Annexation Agreement is ***in the public interest and not solely for the benefit of the Applicant or Property Owner*** and to recommend ***approval*** of the request.

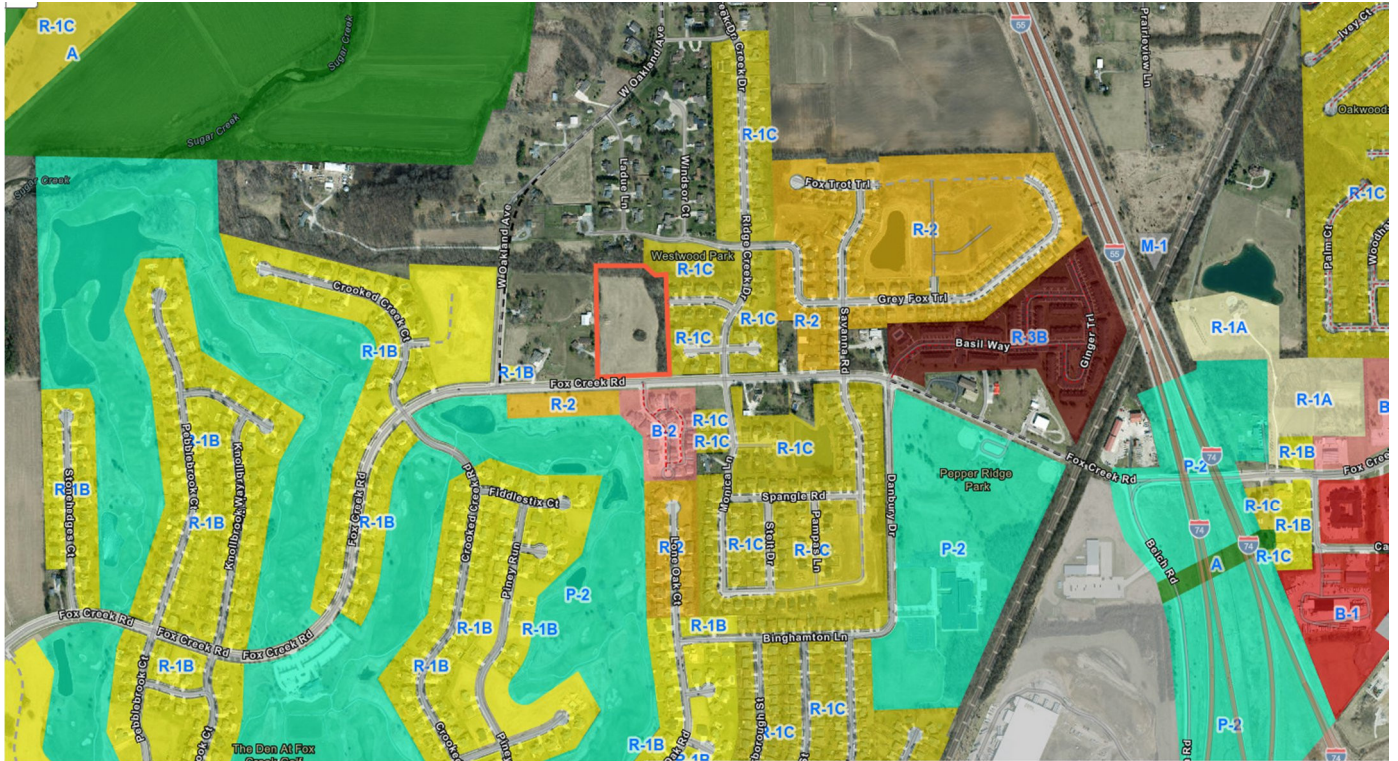
Respectfully submitted,
Alissa Pemberton
City Planner

Attachments:

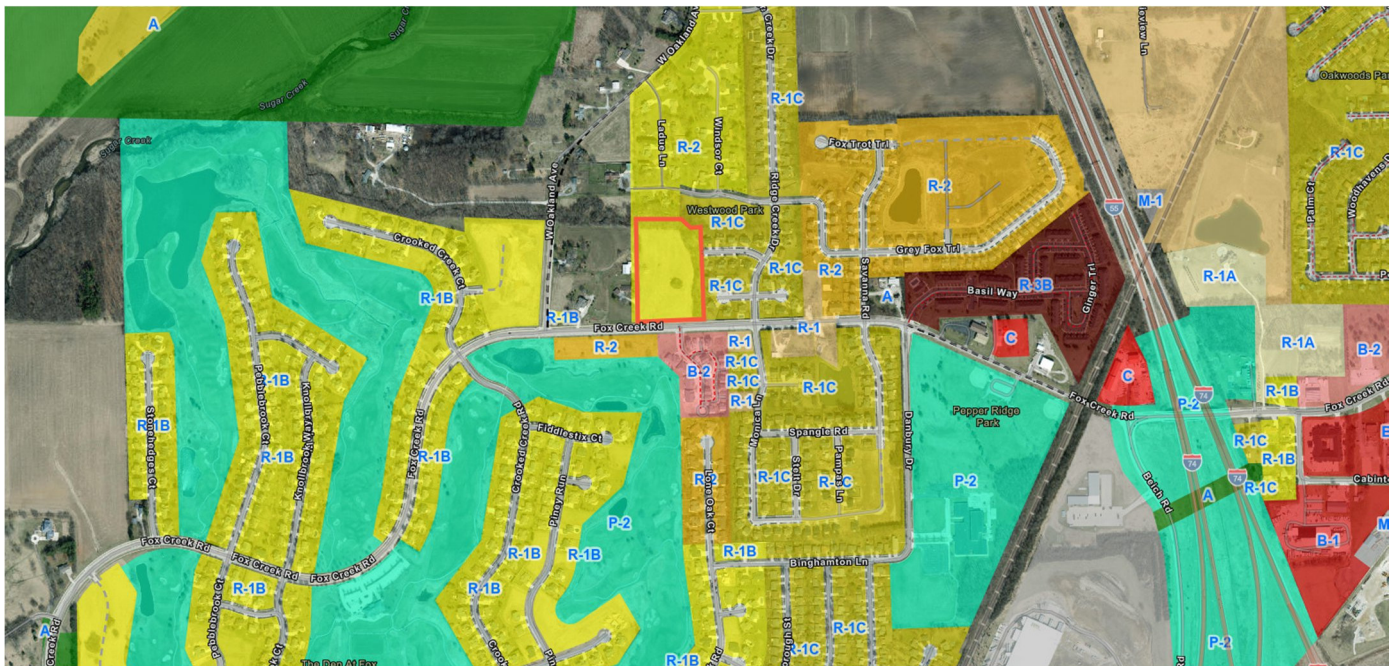
1. Zoning Map
2. Aerial Image
3. Neighborhood notice map
4. Draft Annexation Agreement

Attachment 1: Zoning Map

City of Bloomington Zoning Only

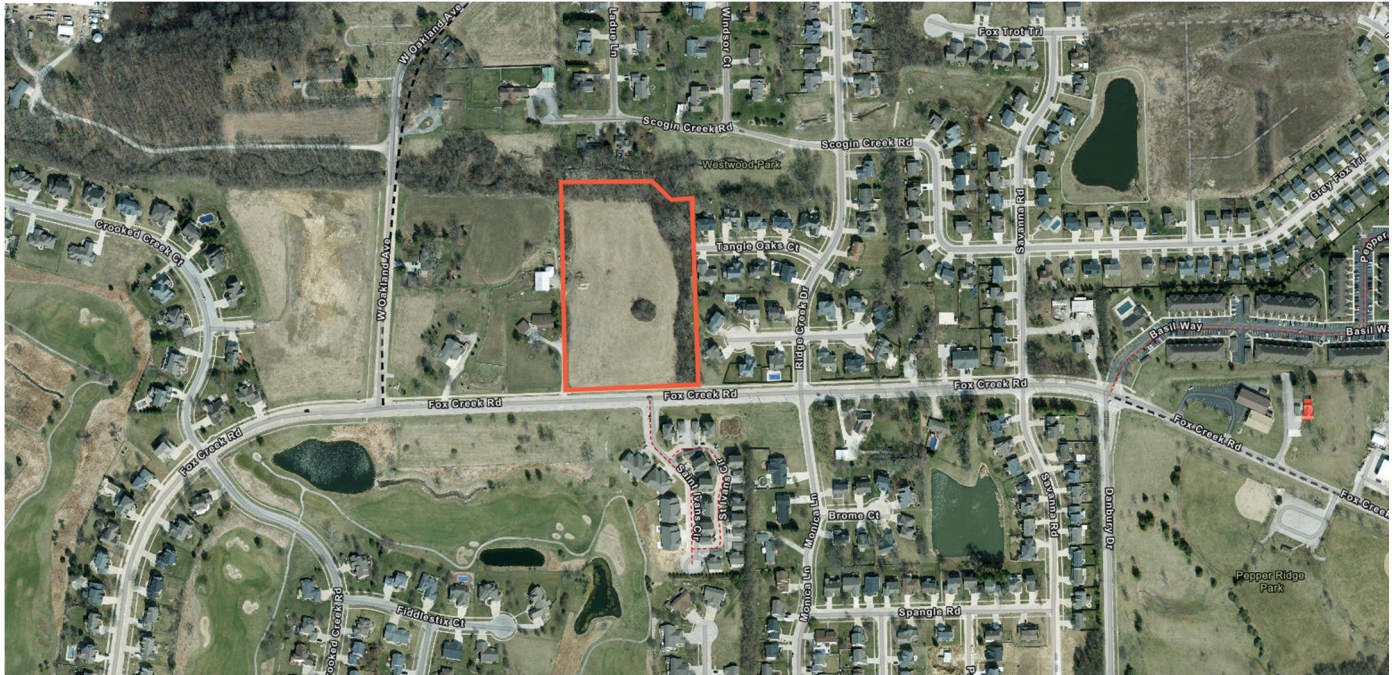


County and Town of Normal Zoning Included

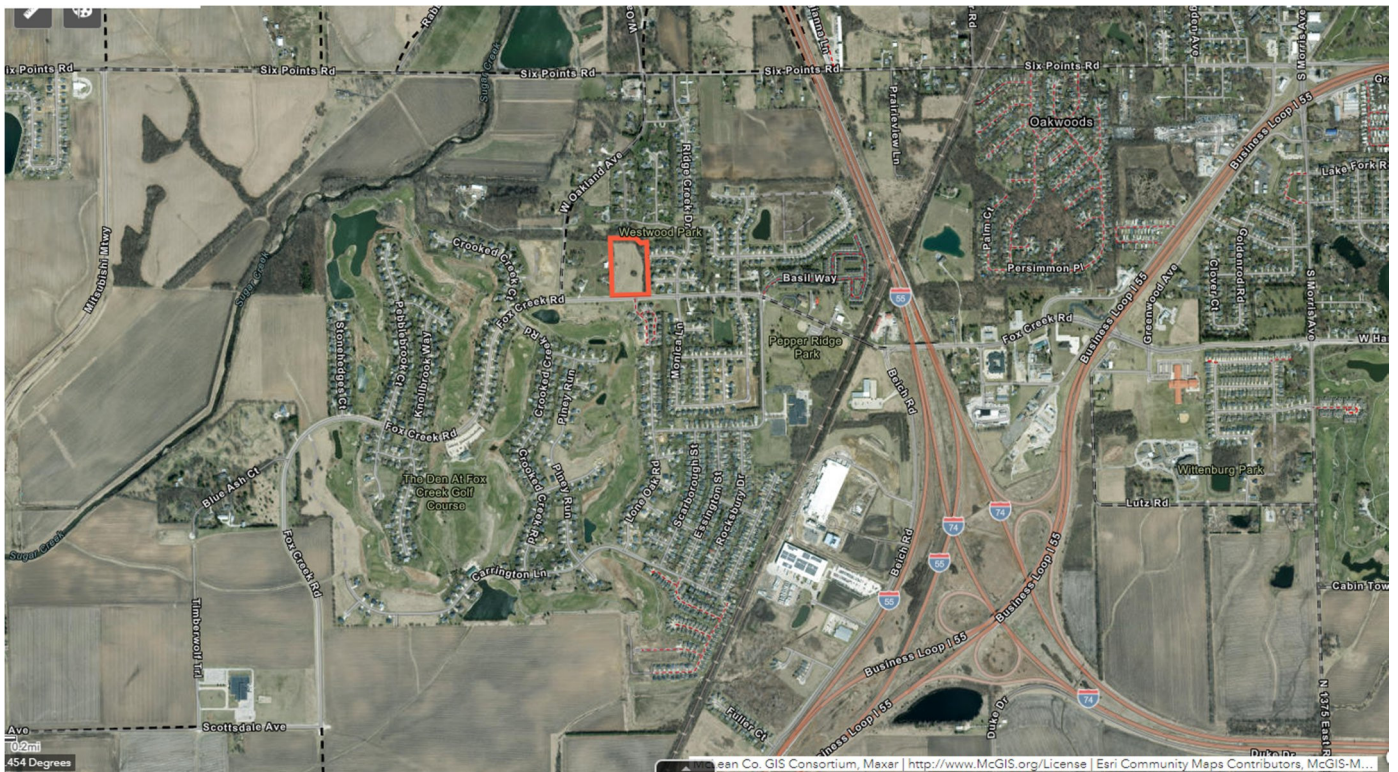


Attachment 2: Aerial Image

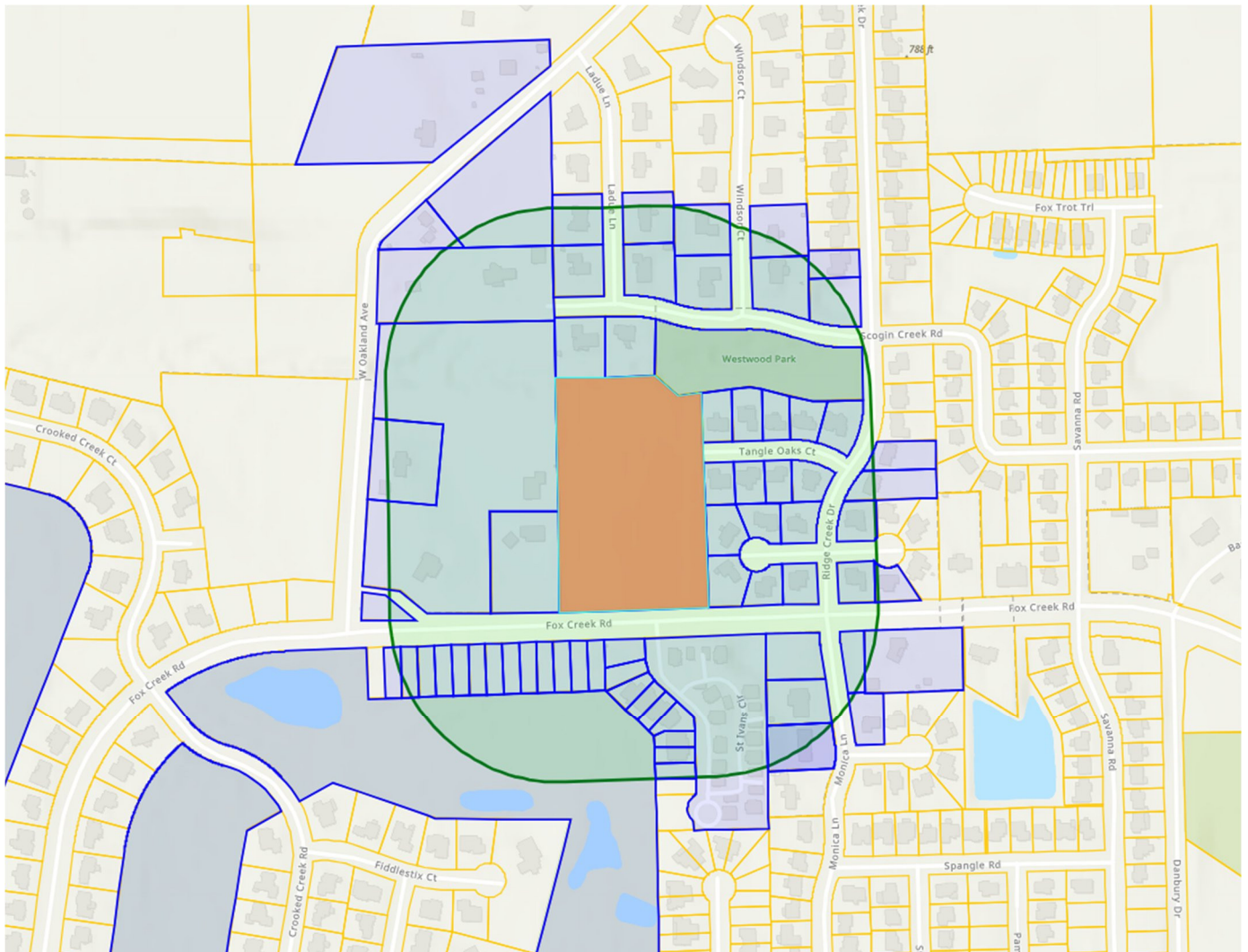
Community Scale



Planning Area Scale



Attachment 3: Neighborhood Notice Map



DRAFT ANNEXATION AGREEMENT

Pertaining to Property Commonly Located North of the Intersection
of Fox Creek Road and Saint Ivans Circle (PIN: 21-18-153-009)

Pursuant to legislative authorization found in Article 11, Division 15.1 of the Illinois Municipal Code, (65 ILCS 5/11-15.1-1 et seq.) for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and **Aruthra, LLC**, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City. Owner shall refer to **Aruthra, LLC**, and their successors or assigns.

WHEREAS, Owner is the owner of approximately **6.57 acres**, with frontage on Fox Creek Road and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”); and,

WHEREAS, Owner has submitted a Concept Plan for **Ridgewood West Planned Unit Development Subdivision**, attached hereto and made part hereof by this reference as Exhibit “B” (hereinafter “Concept Plan”), of how they propose to develop the Property, subject to minor modifications and technical corrections prior to development; and,

WHEREAS, the Property is appropriate for immediately development due to classification in the City’s Comprehensive Plan as Land Use Priority Tier 1, proximity to other urban land uses and intensities, and the ability to supply it with existing public infrastructure, but possesses distinct and challenging topographic and drainage issues; and,

WHEREAS, the Owner is desirous of having the Premises annexed to the City and the City is desirous of annexing said premises; and,

WHEREAS, said Premises is not within the corporate limits of any municipality, but is contiguous to the City of Bloomington’s corporate limits; and,

WHEREAS, the Owner is desirous of having said premises zoned **R-2 (Mixed Residence) District** upon annexation to the City (all Lots referenced shall include any subdivisions thereof); and,

WHEREAS, all Public Hearings required by Sections 7-1-1 and 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 and 65 ILCS 5/11-15.1-1), and by The Code of the City of Bloomington, Illinois, 1960, have been properly conducted, and appropriate findings of fact established.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property, or portions thereof, identified on Exhibit “A”

to the City's corporate limits, after approval and execution of this Annexation Agreement. Upon submission of any Petition to Annex, the City shall publicize and give such notices as are required to annex the Premises, except those required by certified mail or registered mail in Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), which shall be the responsibility of the annexing party to issue at least 10 days in advance of the date of annexation.

2. ANNEXATION.

Upon Owner's Petition, the City agrees to adopt an Ordinance(s) annexing the property described on Exhibit "A."

3. ZONING.

- A. City agrees to **zone** the Premises legally described on Exhibit "A", upon annexation, to the R-2 (Mixed Residence) District, subsequent to approval after any public hearings required by the City Code.
- B. City agrees to approve a **Special Use Permit** for the Premises, upon annexation, to allow Single-Family Attached Dwellings in the R-2 (Mixed Residence) District, subsequent to any public hearings required by the City Code. This Special Use Permit shall have an extended timeline for automatic revocation, notwithstanding the provisions of § 44-1707K of the City Code, of 5 years. All other provisions relating to Changes and Discontinuance of the Special Use shall remain in force.
- C. **Variances** will be sought through the Zoning Board of Appeals, prior to adoption of this Agreement, to address conflicts and provisions within the Planned Unit Development (PUD) regulations that create significant practical difficulties in the development of PUD subdivisions under the current regulations. When reasonably practicable, the City shall support the approval of Variances from § 44-1503 to allow a reduction or removal of maximum floor area, minimum open space, and minimum common recreation space requirements in a PUD; from § 44-403B, to allow a minimum lot area per dwelling unit of less than 3,300 SF; and from § 44-403B to allow a reduced front yard for interior corner lots, as depicted in Exhibit "B".

4. DEVELOPMENT OBLIGATIONS.

With regard to the annexation and development of the Premises, the installation of public improvements within and serving the Premises, and the use and development of the Premises, during the life of this agreement, the following shall apply:

Note: Bonds shall be provided for all public improvements as set forth in the City Code. All public improvements shall be constructed within dedicated public right-of-way or dedicated easements.

- A. **Street Improvements:** The Owner shall have the following obligations regarding streets as reflected on the Concept Plan attached as Exhibit "B":

(1) Fox Creek Road

- i. No additional right of way (ROW) dedication is required for Fox Creek Road (formerly Cabintown Road). Forty-three feet (half of the required 86-foot ROW) was dedicated in 1997, by Document 97-25667.
- ii. At the completion of the road being modified to City Minor Street standards, or at Final Platting, whichever occurs last, the Owner or their designee shall pay the Adjacent Substandard Roadway fee. The fee shall reflect the cost, per foot of frontage, of one half the per foot cost of a 30' wide local street section. Said fee is currently \$ 136.52 per foot (1/2 of \$ 273.04 per foot). Beginning from the date of this Agreement, this fee shall be increased at a rate of 6% simple interest or based on the Consumer Price Index (CPI), whichever is lower at the time of payment. At Owner's option, the fee may be paid at any time in advance of it becoming due.

(2) Tangle Oaks Road

- i. Tangle Oaks Road shall not continue west into the proposed Subdivision.
- ii. Concurrent with first onsite concrete work: The Owner shall construct a Hammerhead turn-around at the western terminus of Tangle Oaks Road, including the acquisition and dedication of any required right-of-way, as depicted in Exhibit "B", and approved by the City at time of Permitting.

(3) Interior Streets

- i. All interior streets shall be constructed and maintained as private streets.
- ii. A sidewalk shall be provided on at least one side of any private street.

B. **Public Water** Improvements: The Owner shall have the following obligations regarding water improvements.

(1) Connection and Construction.

- i. Owner may tap, extend at their own cost, and use the existing City of Bloomington water main along the south side of Fox Creek Road, looping to the 8-inch main serving Tangle Oaks Road, the as required by the Manual of Practice.
- ii. Owner shall construct an additional connection to the 8-inch main serving Willowbend Court and abandon or remove the existing 8-inch water main in the backyard of the adjoining subdivision, per City of Bloomington requirements, as depicted in Exhibit "B".

(2) Fees and Reductions.

- i. Owner may tap and use existing City of Bloomington water mains with tap-on fees and connection charges in the amount of \$12,326.85, based on \$28.77 per linear foot of frontage, payable at the time of Final Platting or at the point connection is requested, whichever is later. This cost shall be automatically

increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

- ii. Owner may subtract the cost of the work conducted under **Section 4(B)(1)(ii)** of this Agreement from the tap-on fees and connection charges owed under **Section 4(B)(2)(i)** of this Agreement at a rate of \$100 per linear foot, not to exceed \$10,000.00.

(3) **Right-of-Way and Connectivity.** Any water mains constructed on the Property shall be built within dedicated public right-of-way or dedicated easements, subsequent to staff review and any required public hearings. All water utilities shall be constructed in such a manner as to continue or allow new connectivity to the adjacent properties in all directions.

C. Public Sanitary Sewer Improvements: The Owner shall have the following obligations regarding sanitary sewer improvements.

(1) Developer may tap and use the existing sewer main running through the north side of the property with tap-on fees and connection charges in the amount of \$30,934.31, payable at the time of Final Platting or at the point connection is requested, whichever is later. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(2) Any sanitary sewer mains constructed on the Property shall be built within dedicated public right-of-way or dedicated easements, subsequent to staff review and any required public hearings. All sanitary sewer utilities shall be constructed in such a manner as to continue or allow new connectivity to the adjacent properties in all directions.

D. Stormwater Detention shall be provided as per the Manual of Practice.

(1) The Detention Basin serving the proposed subdivision shall be privately owned and maintained.

(2) The existing drainage area (approximately 50-foot width) along the eastern side of the Property shall not be required to discharge into the Detention Basin and shall serve only as a bypass route for Fox Creek Road stormwater, as is the current function.

E. Parkland Dedication and Reservation: The Developer shall have the following obligations regarding Parkland Dedication and Reservation.

- (1) **Dedication or Contribution Obligation.** As indicated on the Concept Plan in Exhibit "B," the final residential density is planned to be **58 dwelling units**, requiring 1.1 acres dedicated for park purposes.

- (2) The City agrees to accept ***fee in lieu of parkland dedication*** in the amount of \$28,842.25 (\$26,875.00 per acre). The fee-in-lieu cost associated with each residential unit may be assigned to the future owner or developer of the subject units but shall be paid prior to the issuance of the first certificate of occupancy on the subject property. The City agrees to employ the funds derived from the fee in lieu of Parkland for the improvement of Neighborhood Planning Area 4, which includes Westwood Park directly adjacent to the Northeast corner of developer's lot. Developer shall construct and maintain a pedestrian access from its common area to Westwood park. The City shall provide a temporary construction easement and a permanent access easement for the portion of Westwood Park property on which the pedestrian access is located.
- (3) Upon approval of a Final Plat or Final PUD Plan, should the residential density increase from this initial calculation, these obligations shall be recalculated to account for the adjusted final residential density of the subdivision, and a cash contribution in lieu of dedication shall be required to make up the difference.

F. Preliminary Subdivision or Planned Unit Development (PUD) Plan Approval.

- (1) Within 60 days from the submission of one or more Preliminary Subdivision or PUD Plans in the form and with the content required by the City's Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve such, if in substantial accordance with the Concept Plan. Further, after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements the City agrees to approve Final Plats or PUD Development Plans, provided they are in substantial accordance with the Concept Plan and approved Preliminary or PUD Plans.
- (2) Waiver of Conflicts: A waiver of any provision of the City Subdivision Code (Ch. 24) specifically related to Planned Unit Developments (PUDs) shall be granted in instances where such provision conflicts with the provisions of the City Zoning Code (Ch. 44), unless the provision of the Zoning Code is waived or varied in favor of the alternate standard.
- (3) Restrictive Covenants Required: To facilitate public understanding and long-term maintenance of community assets, the subject development is required to record restrictive covenants against all property deeds, and to create and operate a Homeowners Association (HOA). A copy of the Draft Covenants shall be adopted as part of this Agreement; minor changes or technical corrections may occur prior to finalization and recordation. The Draft Covenants shall include:
 - i. The obligation to pay any fees assigned to the Owner that may be passed on to buyers as Assignees, including but not limited to tap-on, annexation, and parkland dedication fees.

- ii. Plans for the operation and maintenance of the stormwater detention basin and any other required stormwater management structures or features.
 - iii. Acknowledgement that maintenance of internal streets, trash collection, and snow plowing are the obligation of the future HOA and Association members.
- E. **Future subdivision and development** of the Premises shall be by applicable governing Codes at that time.
- F. **Annexation Fees** of \$737.74 per lot, based on set at the dollar value for November 2018 and automatically increased according to the consumer price index, as per the Schedule of Fees in § 1-125 of the City Code. The fee for any lot shall be paid prior to the issuance of associated building permits or the transfer of such by developer to a third party, whichever occurs first.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time. Bonds shall be provided for all public improvements as set forth in the City Code.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

The Owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue any necessary petitions to annex the Premises to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

To the City of Bloomington, Illinois ("City"):

City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To Aruthra, LLC ("Owner"):

1301 Shaunessey Drive
Bloomington, IL 61704

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity,

enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represent to the City (i) that they are the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.
- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that they will not seek, and does not have the right

to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

- N. No Third Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

EXECUTED and ADOPTED this ____ day of _____, 2024, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNER:

Aruthra, LLC

By: _____
Property Owner

Exhibit A
LEGAL DESCRIPTION

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

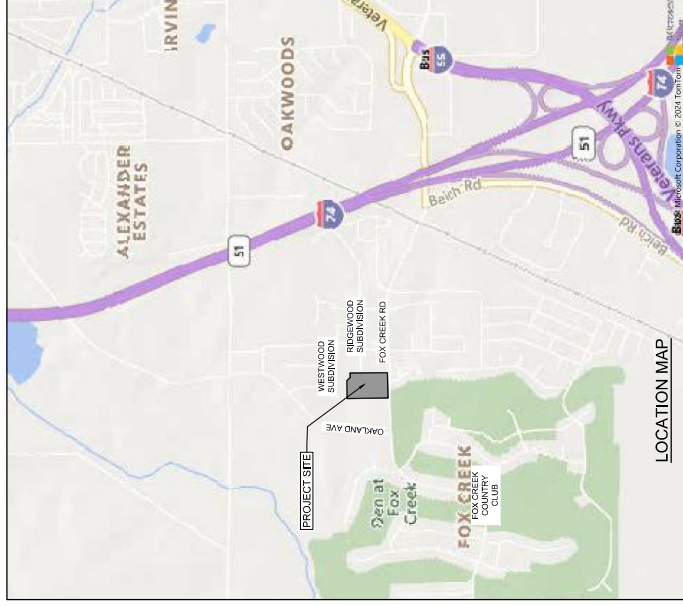
Exhibit B

BLOOMINGTON, ILLINOIS

NW 1/4 Sec. 18, T.23 N., R.2 E. McLean County

[illegible]

PIN 21-18-153-009



1. TOPOGRAHICAL SURVEY INFORMATION IS BASED ON FIELD SURVEY PREPARED BY FANSHWORTH GROUP, INC. IN JUNE 2024.
2. DIRECT ACCESS TO TRAILS OR COWS CANNOT WILL NOT BE ALLOWED.
3. ANY OTHER RESTRICTIONS SHALL BE PROVIDED ON-SITE TO SERVE RICEWOOD HSE TWO AND WILL BE PRIVATE.
4. ALL SANITARY SEWER AND WATER MAINS SHALL BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENTS AND SHALL BE DEDEDICATED TO THE CITY OF BIRMINGHAM FOR MAINTENANCE AND OWNERSHIP.
5. ALL UTILITIES SHOWN SHALL BE CONSTRUCTED WITHIN THE PUBLIC EASEMENT OR ADJACENT TRAIL OR COWS RIGHT-OF-WAY.
6. WALKERS BEING REQUESTED.
7. VARIANCES BEING REQUESTED.
8. CHAPTER 14, SUBCHAPTER CODE.
9. MINIMUM LOT AREA: 10,000 SQ. FT. MINIMUM LOT AREA: 10,000 SQ. FT. MINIMUM COMMON CIRCULATION SPACE REQUIREMENTS OF 14-24-20.
10. REDUCTION OR REMOVAL OF MINIMUM LOT AREA PERMITTED DUE TO SETTING OF 3,300 SF FROM TABL E. A08B 4-404D.
11. REDUCTION OR REMOVAL OF FRONT YARD MINIMUM SETBACK OF 30 FT. TO 20 FT. OF SETBACK.
12. SPECIFICALLY FOR INTERIOR CORRELATOR 28, 40, AND 50, WHERE BUILDING BACKS FROM YARD IS LESS THAN 25'.
13. SPECIAL USE REQUEST TO ALLOW SINGLE-FAMILY ATTACHED DWELLINGS IN THE 14-24-20 REBROADCAST DISTRICT.
14. MANAGER AGENTS' FLOORING RESERVE RATE MAY FOR NCLAN COUNTY, ALABAMA. COMMENT: NO. THINK MAY BE 11/15/2024BEE. DATED JULY 10, 2008.
15. THE CITY ENGINEERING PLAN FOR THE ENTIRE DEVELOPMENT SHALL BE PROVIDED BY THE ARCHITECT WITH USE OF WALLPAPER.

RECOMMENDATION OF PRELIMINARY PLANNED UNIT DEVELOPMENT
APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

The Planning Commission of Bloomington, Illinois

Date: _____

Case #: _____

By: _____

Planning Commission Staff Liaison

The City Council of Bloomington, Illinois

Date: _____

By: _____ Mayor

By: _____ Planning Commission Staff Liaison

City Clerk

NOTICE OF APPROVAL OF PRELIMINARY PLANNED UNIT DEVELOPMENT
BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:

Preliminary Planned Unit Development of Ridgewood West shown hereon has received approval by the City Council of Bloomington, Illinois subject to the modifications contained in Appendix A which is attached hereto.

The City Council of Bloomington, Illinois

Date: _____

By: _____ Mayor



39367
REGISTERED
PROFESSIONAL
ENGINEER
OF
CALIFORNIA

SIGNATURE _____
DATE 07/02/24 _____
EXPIRATION DATE 11/30/25 _____

COVER SHEET

**Call
Delivery
Any Day**

JULIE
EXCAVATION

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS
CONTRACTORS SHALL CALL THE TOLL FREE JULIE.
TELEPHONE NUMBER 1-800-982-0123, OR VISIT WEBSITE
<http://www.julieexc.com> AT LEAST 48 HOURS BEFORE
STARTING EXCAVATION.

N.W. 1/4 SEC. 18, T.23N., R.2.E 3 P.M.

0240889.00



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
 Engineers | Architects | Surveyors | Scientists

OWNER/DEVELOPER:
ARUTHRA LLC
1301 SHAUNESSEY DR.
BLOOMINGTON, IL 61704

ENGINEER:
CHARLES NEIL FINLEN, P.E.
FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704
309-663-8435

SURVEYOR:
BRENT BAZAN, P.L.S.
FARNSWORTH GROUP, INC.
2709 MC GRAW DRIVE
BLOOMINGTON, IL 61704
309-663-8435

ATTORNEY:
DAVID G. ARMSTRONG
207 W. JEFFERSON ST. STE. 400
BLOOMINGTON, IL 61701

Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT: ARUTHRA LLC

RIDGEWOOD WEST

BIRMINGHAM II

DATE: 07/03/2024

DESIGNED. SPI

DRAWN: SPI

REVIEWED: CNF

FIELD BOOK NO.: BM13427

SHEET TITLE:

COVER SHEET

SHEET NO. 00394C

C1.0

PROJECT NO.:



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, IL 61704
(309) 653-8435 / info@fng.com

Project: 0004-1-0000
Engineer: Anthony J. Sargent, P.E.
DATE: DESCRIPTION:

Preliminary Plan
NOT FOR CONSTRUCTION

ARUTHRA LLC

RIDGEWOOD WEST

BLOOMINGTON, IL

DATE: 07/02/2024
DESIGNED: SP
DRAWN: SP
REVIEWED: CNE
FIELD BOOK NO.: BIM427

**CONCEPT PLAN -
OVERALL**

PROJECT NO.

C2.0

CONCEPT PLAN - OVERALL

SCALE: 1" = 40'

PROJECT NO.

0240885.00

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