CITY OF Bloomington ILLINOIS

PLANNING COMMISSION - REGULAR SESSION
OSBORN ROOM, 2ND FLOOR, BLOOMINGTON POLICE DEPARTMENT
305 S. EAST ST., BLOOMINGTON, IL 61701
WEDNESDAY, JULY 5, 2023, 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. Review and approval of the minutes of the May 3, 2023, regular meeting of the Bloomington Planning Commission *(Recommended Motion: Motion to accept the minutes, as presented)*

5. **Regular Session**

   A. Consideration and Action to Elect Positions for Planning Commission leadership. *(Recommended Motion: Election of a new Chair, Vice-Chair, or both.)*

   B. Consideration, review, and action on a request submitted by Bloomington 77 Developments, LLC, for approval of an Annexation Agreement and Zoning Map Amendment, from A (Agricultural) to M-1 (Restricted Manufacturing) or B-2 (Local Commercial), pertaining to property commonly located north of West Market Street (State Route 9), near the eastern termination of Old Peoria Court, consisting of approximately 77 acres, more or less (PIN: 13-36-326-002). *(Recommended Motion: Motion to recommend **approval** of the Annexation Agreement and Zoning Map Amendment, as presented.)*

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: July 5, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Review and approval of the minutes of the May 3, 2023, regular meeting of the Bloomington Planning Commission

RECOMMENDED MOTION: Motion to accept the minutes, as presented

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: The June 7, 2023, regular meeting of the Planning Commission was cancelled.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton

ATTACHMENTS:
PC Draft Minutes 5-3-23

CITY OF Bloomington ILLINOIS

MINUTES
PLANNING COMMISSION - REGULAR SESSION
WEDNESDAY, MAY 3, 2023, 4:00 PM

The Planning Commission convened in regular session at 4:00 PM , May 3, 2023. Chair Tyson Mohr called the meeting to order.

Roll Call

Attendee Name	Title	Status
Tyson Mohr	Commission Chair	Present
Brady Sant Amour	Commissioner	Present
Thomas Krieger	Commissioner	Present
Mark Muehleck	Commissioner	Present
Justin Boyd	Commissioner	Present
Anna Patino	Commissioner	Present
Goverdhan Galpali	Commissioner	Present
Jackie Beyer	Commissioner	Present
John Danenberger	Commissioner	Absent

Staff present included: Melissa Hon, Economic & Community Development Director, Jon Branham, City Planner, and Alissa Pemberton, City Planner.

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.

Note: To be considered Testimony, statements must be made in person or by duly authorized agent, during the public hearing for the specific Regular Agenda item.
None.

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.

Item 4.A. Review and approval of the minutes of the March 1, 2023, regular meeting of the Planning Commission, as requested by the Economic & Community Development Department.

Commissioner Muehleck noted a spelling error in the minutes.

Commissioner Beyer made a motion, seconded by Commissioner Boyd, to accept the minutes as amended.
AYES: Commission Chair Mohr; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Boyd; Commissioner Patino; Commissioner Galpali; Commissioner Beyer.
Motion passed.

Regular Session
The following item was presented:

Item 5.A. Public hearing, review, and action on a petition submitted by Bloomington Municipal Credit Union, requesting approval of a Public Hearing Site Plan and a Special Use to allow a Financial Services use with a Drive-Through in the B-2 (Local Commercial) District for the property located at 602 S. Gridley Street, in Bloomington, PIN: 21-04-462-021, as requested by the Economic & Community Development Department.

Mr. Branham presented the Staff Report, with recommendation for approval. He noted key site plan features, including that the Special Use was required as it is adjacent to a Residential District. He indicated pedestrian paths, required parking, and noted the reduced transitional buffer yard and existence of an opaque (non-required) fence within the transition yard.

Greg Goette, Keely Construction (500 S. Ewing, Suite G, St. Louis, MO 63103), architect for the applicant, provided further background. He stated the existing building will be removed and explained the anticipated phased construction plan. He verified that the drive-though meets the queuing standards and explained the pond indicated on the site is for retention, not detention, so it will not permanently hold water.

Commissioner Beyer inquired about the ATM indicated on the landscape plan. Mr. Goette stated that was a AutoCAD error and the ATM will not be located as indicated.

Commissioner Beyer asked for clarification on the drive-through queuing. Mr. Goette further explained how the queuing would function. He added they worked with the applicant to ensure lighting will dim at night.

Commissioner Beyer inquired about the expected day-to-day customer count at the drive-through. Mr. Todd Keil, Bloomington Municipal Credit Union, stated they expected approximately 30 customers to utilize the drive-through per day.

Commissioner Beyer inquired whether the mature trees located on the north part of the property would be able to be kept. Mr. Goette explained that area was designated for retention on the site to hold stormwater, and it was unlikely that the trees will be able to be kept due to grading required in the area.

Commissioner Beyer asked about the landscaping indicated at entrance/exits of property and whether views would be impacted. Mr. Goette stated they could adjust the plantings if sight issues occur. Commissioner Boyd stated there is an existing Code requirement for that issue. Mr. Branham confirmed.

Chair Mohr closed the public hearing.

There was no further discussion.

Commissioner Beyer made a motion, seconded by Commissioner Boyd, to recommend approval of the Site Plan and Special Use as presented.
AYES: Commission Chair Mohr; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Boyd; Commissioner Patino; Commissioner Galpali; Commissioner Beyer.
Motion passed.

Old Business
None.

New Business
None.

Adjournment

Commissioner Beyer made a motion, seconded by Commissioner Boyd, to adjourn.
AYES: Commission Chair Mohr; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Muehleck; Commissioner Boyd; Commissioner Patino; Commissioner Galpali; Commissioner Beyer;
Motion passed.

The Meeting Adjourned at 4:43pm.

CITY OF BLOOMINGTON

____________________________ ____________________________

Chair Tyson Mohr

REGULAR AGENDA ITEM NO. 5.A.

FOR PLANNING COMMISSION: July 5, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Elect Positions for Planning Commission leadership.

RECOMMENDED MOTION: Election of a new Chair, Vice-Chair, or both.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 1c. Engaged residents that are well informed and involved in an open governance process
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The previous Chair of the Planning Commission, Tyson Mohr, resigned in May, 2023. The current Vice-Chair (Justin Boyd) may be retained with a nomination and election of a new Chair, or elevated to Chair with a nomination and election of a new Vice-Chair. Alternatively, a new Chair and Vice-Chair may be selected, if it is the will of the Commission.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton

REGULAR AGENDA ITEM NO. 5.B.

FOR PLANNING COMMISSION: July 5, 2023

WARD IMPACTED: Ward 7 and City-Wide Impact

SUBJECT: Consideration, review, and action on a request submitted by Bloomington 77 Developments, LLC, for approval of an Annexation Agreement and Zoning Map Amendment, from A (Agricultural) to M-1 (Restricted Manufacturing) or B-2 (Local Commercial), pertaining to property commonly located north of West Market Street (State Route 9), near the eastern termination of Old Peoria Court, consisting of approximately 77 acres, more or less (PIN: 13-36-326-002).

RECOMMENDED MOTION: Motion to recommend **approval** of the Annexation Agreement and Zoning Map Amendment, as presented.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Bloomington 77 Developments, LLC, has submitted a request for approval of an Annexation Agreement for an approximately 77-acre property generally located north of West Market Street, near the eastern terminus of Old Peoria Court. Upon Annexation, all acreage is proposed to be zoned M-1 (Restricted Manufacturing) District, with approximately 11 acres nearest the north end of the property and approximately 12 acres nearest the south end of the property allowed to change to B-2 (Local Commercial) District in the future.

Summary of the Request:

- 700-800 multiple-family residential dwelling units, including apartments and townhomes, with an associated community center
- 114,000 square feet of commercial uses
- An outdoor running and biking trail, in an overall walkable community
- Rivian-based transit implementation
- No exemptions or Variations to the Zoning or Subdivision Code have been requested as part of this Agreement

The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Employment Center” in the Emerging Areas. The Land Use Priorities Map identifies this property as Tier 2, “Land immediately adjacent to the City’s incorporated area, and with access to all City services.”

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice was published in The Pantagraph on Tuesday, June 20, 2023. Courtesy notices were mailed to 24 property owners within 500 feet of the subject property, as well as to Dry Grove Township, McLean County, and Unit 5 School District.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will allow for investment and development on a Tier 2 vacant property adding to the City's tax base. It would also help to fulfill the need for quality non-student multi-family housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis near existing employment centers like Rivian where nearly half of the work force lives outside of the Bloomington-Normal Area. Providing opportunities for workers to live closer to work and to take advantage of the City amenities in the area could increase future revenues for the City.

The Applicant will be responsible for the construction and cost of a majority of the infrastructure for the new development, with tap-on fees contributing to the cost of existing water and sewer infrastructure. Parkland Dedication obligations will be provided through either dedication of property identified by the City as desirable for construction of a community park, for which the bulk of the cost of construction may be funded from fee-in-lieu payments from other projects, or by payment of a fee-in-lieu that may be used to support other existing or future parks in the area.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton

ATTACHMENTS:
Z-11-23 - W Rt 9 Project - Staff Report
Z-11-23 - W Rt 9 Project - Draft Annexation Agreement

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	July 5, 2023
CASE NO:	Z-11-23, Annexation Agreement & Zoning Map Amendment
REQUEST:	Public hearing, review and action on a request submitted by Bloomington 77 Developments, LLC, for approval of an Annexation Agreement and Zoning Map Amendment, from A (Agricultural) to M-1 (Restricted Manufacturing) or B-2 (Local Commercial) pertaining to property commonly located north of West Market Street (State Route 9), near the eastern termination of Old Peoria Court, consisting of approximately 77 acres (PIN: 13-36-326-002).

BACKGROUND

Request
The Applicant seeks approval of an Annexation Agreement and Zoning Map Amendment to incorporate the property and change from the County A (Agricultural) District to allow the construction of commercial uses and multiple-family dwellings. The requested zoning for the property as M-1 (Restricted Manufacturing) District—or B-2 (Local Commercial) District—is appropriate, as adjacent properties represent a variety of zoning districts, uses, and governmental jurisdictions. The Agreement would allow future conversion of up to 23 acres to B-2 (Local Commercial) District, should changes in the market and the community warrant such future change. This zoning is in alignment with the City's Comprehensive Plan and the current development character of this area.

Additional, separate reviews are anticipated for a Special Use Permit for Multiple-Family Dwellings in the M-1 (Restricted Manufacturing) District, Preliminary Subdivision or Planned Unit Development approval, Plat approval, Site Plan approval, and related site and building permits. Each of these items is a usual and customary requirement, several of which entail additional future public hearings.

Property Characteristics
The subject property consists of approximately 77 acres of vacant land located near the eastern terminus of Old Peoria Court, north of West Market Street (State Route 9), and east of Revenue Park and a large tract of land zoned M-1 (Restricted Manufacturing) District. No existing Annexation Agreement or Preliminary Plan was found for the subject property. The proposed Enterprise Drive Extension borders the northern end of the property, and public water and sewer mains are available either within, or immediately adjacent to, the property boundaries.

The property is currently used as cropland. A modified natural drainage path runs near the western boundary of the property, with additional drainage paths for the subject and adjacent properties collecting in the southwest before exiting through culverts at Old Peoria Court and West Market Street. Stormwater from the property drains to the Salt Subbasin of the Sugar Creek Watershed.

Notice
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, June 20, 2023. Courtesy notices were mailed to 24 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	Town M-2 (General Manufacturing), County A (Agricultural)	Vacant, Cropland
South	County A (Agricultural), M-1 (Restricted Manufacturing), B-1 (General Commercial)	Transportation Corridor, Residential, Fabricated Metals, Warehouse, Office
East	County M-1 (Restricted Manufacturing)	Warehouse, Office
West	M-1 (Restricted Manufacturing)	Vacant, Cropland, Office

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: County A (Agriculture) District

Agricultural land is under urban pressure from expanding incorporated areas. This urban pressure takes the form of scattered development in wide belts around the incorporated communities of McLean County, brings conflicting land uses into juxtaposition, creates high costs for public services and stimulates land speculation. Certain agricultural land constitutes unique and irreplaceable land resources. It is the purpose of the Agriculture District to provide a means by which agricultural land may be protected and enhanced as an economic and environmental resource of major importance to the County (McLean County Code § 350-35).

Proposed Zoning: M-1 (Restricted Manufacturing) District

The intent of this M-1 Restricted Manufacturing District is to provide for industrial, warehouse, storage and transfer service uses with an absence of objectionable external effects in areas that are suitable for this type of development by reason of topography, relative location, and adequate utility and transportation systems. Compatibility with surrounding districts is further assured by limiting development to low industrial densities.

Proposed Zoning: B-2 (Local Commercial) District

The intent of this B-2 Local Commercial District is to provide retail, commercial and service establishments, including retail stores and personal service facilities, which serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods. In addition to serving commercial purposes, this district encourages a mix of land uses, continued community investment through infill and site renovations, and a development form that supports mixed transportation modes, such as bicycle, pedestrian, and public transportation in addition to personal vehicles. Neighborhood shopping centers, particularly with a supermarket as a principal or anchor tenant, are appropriate at prominent intersections. The protection of surrounding residential properties from adverse impacts is a primary focus of this district.

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);
- Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objectives

ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), and ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends);

- 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 HL-1.2 (Protect, enhance and maintain parks and green space equitably throughout the City), Objective HL-1.2a (Increase developed outdoor parkland to reach 10 acres per 1,000 residents).

The 2035 Comprehensive Plan Future Land Use Map identifies this area as "Employment Center" in the Emerging Areas. The Land Use Priorities Map identifies this property as Tier 2, "Land immediately adjacent to the City's incorporated area, and with access to all City services."

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 M-1 or B-2

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

   Uses permitted within the current County A (Agriculture) District are oriented to the production and management of agricultural crops, and normal accessory uses like low-density single-family dwellings, and processing or storage facilities. Other commercial recreation and potentially noxious uses that require large amounts of land and/or separation from populated areas may also be permitted. Many of the uses in this District are reliant upon well and septic to supply potable water and refuse disposal, due to the extended distance between users and the expense of installing and maintaining public utility infrastructure. Continued agricultural operation of property with existing access to public water and sewer is not the highest and best use of the property and does not facilitate providing City services in a cost-effective, efficient manner. In addition, the existence of adjacent moderate-density residential uses and public commercial uses makes some of the uses potentially permitted in the current district undesirable, Shooting Ranges and Stockyards, for example.

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 used as cropland, but it is now effectively surrounded by the City on three sides, with the property between N. Rivian Motorway and the western property boundary having been annexed in 2007. Development of Revenue Park, along with the installation of associated utilities began the following year, creating a gap in contiguous undeveloped, unincorporated land, of which this property is part.

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

   Physically, the subject property would be appropriate for most uses permittable in the City's Zoning Code, excepting those that can significantly alter or impact the water table, such as mining/quarrying or refuse disposal. The property does not hold any major drainage ways, flood zones, topographic changes, or natural features. Some hydric soils exist, but they are primarily those that underly native prairie grasses and are highly alterable with changes in slope and drainage. It is likely that the entire property has been tiled to change drainage patterns, and the identified stream has already been altered to accommodate the drainage and design needs of agronomic crop production. Any jurisdictional wetlands originally present are unlikely to remain.

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

   The adjacent properties are zoned County or City M-1 (Restricted Manufacturing), City B-1 (General Commercial) or County A (Agriculture), Town M-2 (General Manufacturing), and are in a variety of stages of development, mostly consisting of low-intensity industrial, commercial, or single-family residential uses. The addition of more low-intensity manufacturing, commercial, or moderate-intensity residential uses would not be out of character with what exists in the surrounding area.

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.**

   For either of the proposed Zoning Districts, the relative gain for the owner is real due to the increase in development potential on the property, but the gain to the community is also real based on the need and market interest in the type of uses permissible in the proposed zoning districts. Hardship to the surrounding property owners is expected to be minimal since the character of the development would be similar to what can already be developed on adjacent parcels, or already exists in the vicinity. While a moderate increase in traffic can be expected due to development of the subject parcel, this corridor is already heavily utilized by out-of-town workers, and long-term development could reduce the number of trips on the portion of West Market Street adjacent to Old Peoria Court by supporting the extension of Enterprise Drive.

   As related to the assignment of a specific Zoning District:

   Zoning Map Amendment to M-1 (Restricted Manufacturing) District
   Uses permissible in this District are the same as those permissible on adjacent parcels. This District allows light industrial uses with an "absence of objectionable external effects," like Vehicle Service, Trade and Construction Services, and Mini Warehouses (Self Storage), but *does not* allow heavy industrial uses like Junkyards, Quarrying, or fossil fuel energy production.

   Zoning Map Amendment to B-2 (Local Commercial) District
   Uses permissible in this District are less intense than those permissible on the adjacent parcels. Since uses such as Restaurants, Retail, and Commercial Recreation Facilities are more customer-focused they may result in increased traffic counts during peak hours, but they should be generally benign in terms of their potential for the hazards of pollution and misuse.

   Both M-1 and B-2 are considered Districts of transition, designed to serve and be sensitive to adjacent, lower-intensity uses like residential dwellings. Bulk and Site standards in both Districts lend themselves to mixed-use, multi-modal development. Both the M-1 and B-2 Districts may allow Multiple-Family Dwellings. The addition of dwelling units near existing employment centers should attract local workers, resulting in increased sales and occupancy of the existing commercial to the east, and increased local investment in public resources that would benefit nearby residents of both the City and the County.

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 Annexation Agreement requires the developer to conduct Traffic and Intersection Design Studies to identify what improvements to West Market Street will be required to maintain appropriate level of services and to accommodate safe ingress and egress to the property; these conditions are not dependent upon the Zoning District assigned. West Market Street and Rivian Motorway already function as principal arterials, with average trip generation of 8-10,000 per day (IDOT 2021); the addition of fewer than 500 trips generated during peak hours should not significantly impact the function or condition of these roads (Applicant engineering data).

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.**

   Regardless of the Zoning District selected, stormwater management for this subdivision will be accommodated through a combination of solutions, including a detention basin, and will be required to be managed wholly onsite. The installation of detention to manage development on the parcel may even out stormwater releases downstream, reducing flooding potential as compared to the existing, freely draining tiled agricultural field.

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 property is already planned for service by City water and sewer collection service, as well as fire and police protection. The property will be annexed to Bloomington-Normal Water Reclamation District and the Unit 5 School District, to provide wastewater treatment and public school services, respectively.

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 Map Amendment. Uses permissible in the M-1 (Restricted Manufacturing) District are the same as those permissible on the adjacent parcels, so a reasonable expectation of their installation should already be built into the current values of property and uses in the vicinity. Uses permissible in the B-2 (Local Commercial) district are designed to “serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods,” and could be supportive of, or at least not detrimental to, property values. Any reduction in commercial vacancy on nearby properties, as associated with increased residential density in this area, would increase the values of both the commercial and residential properties in the area by decreasing the potential for urban decay and blight.

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

    The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Employment Center” in the Emerging Areas, but recent evidence indicates a pressing need for residential uses to support the existing workforce on the west side of Bloomington-Normal. The need for housing to support the continued survival of our commercial and industrial uses may make consideration of mixed-use developments reasonable for areas that were proposed for commercial use when the Comprehensive Plan was drafted nearly a decade ago. In fact, Comprehensive Plan Objective ED-

4.4 directs the City to "Evaluate commercial land use needs in the context of changing economic trends," indicating that conversion of a commercially designated property to include residential uses would be appropriate considering the increasing west-side workforce of Ferraro and Rivian.

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

Uses related to residential "Household Living" are the primary difference between the intent for this area specified in the Comprehensive Plan and the allowable uses in the desired Zoning Districts. The Bloomington-Normal Economic Development Council recently published an update to their 2021 Housing Demand Study, indicating that the gap between the number of housing units needed and housing units under construction has widened rather than improved. Evidence now shows that Bloomington-Normal needs more than 7,000 residential dwelling units (Bloomington Normal Housing Demand Study Update, BNEDC, June 2023), and that the need for many of those units is related to Rivian, making location on the west side of the City preferred for the development of compact growth and the implementation of future short-route transit.

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 and nine for approval of Zoning Map Amendments speak to this purpose; evaluation indicates increased residential density would support nearby commercial and industrial uses—in terms of patronage and by providing workforce—and is likely to protect or increase values locally.

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

Standards three and eight for approval of Zoning Map Amendments speaks to this purpose, as does the requirement within the Agreement for Parkland dedication. Compliance with the Code for either of the proposed districts will be generally protective from the hazards of pollution and misuse; the Agreement states all public hearing and normal permitting processes shall be followed, and no Variations to the Code are requested or included as part of the Agreement.

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

Standard seven for approval of Zoning Map Amendments speaks to this purpose; evaluation indicates that 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, as well as potentially improve issues with periodic flooding in downstream areas.

(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 for approval of Zoning Map Amendments speaks to this purpose; evaluation indicates that the proposed zoning and uses are consistent with those existing on nearby properties. Annexation as proposed in the Agreement should not negatively impact existing structures or neighborhoods of distinctive architectural character and appearance, while the development of a large, contiguous parcel provides an opportunity for innovative and well-planned development.

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

Standard two for approval of Zoning Map Amendments speaks to this purpose; evaluation indicates that Annexation and development of the subject property results in greenfield "infill" development, making beneficial use of utilities and transportation improvement that have been installed to support other existing land uses and structures.

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

The Agreement creates standards for the subject development through inclusion of a Concept Plan, with which future subdivision, platting, and development must be in substantial compliance.

(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 and 11 for approval of Zoning Map Amendments speak to this purpose, as do the requirements for public improvements specified in the Agreement. Evaluation indicates that adequate provisions will be made for public safety in terms of ingress, egress, and pedestrian circulation. Additional housing is of paramount importance at this time and the location will make positive use of the nearby employment and shopping locations.

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

Standard eight for approval of Zoning Map Amendments speak to this purpose; evaluation indicates adequate facilities either exist or will be supported by this Agreement. The inclusion of parkland dedication, tap-on fees, and roadway improvement obligations in the Agreement enables the adequate provision of public facilities, while the development will result in an increase in taxable property values that provide funding to public services and school districts.

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

Standard one for approval of Zoning Map Amendments speak to this purpose; evaluation indicates that the practicality of continued agricultural use is diminishing as development surrounds this property. The property has already been substantially altered from its natural state in terms of vegetation and drainage and does not possess natural resources of particular interest or quality for retention. Should the "Exception" property discussed in the Agreement and depicted on the Annexation Plat be acquired and dedicated as parkland, the City would include retention of the existing stand of trees in plans for the area, if technically feasible.

(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.

Annexation resulting in nearly 800 residential units in a mixed-use, walkable development, designed to provide for the local workforce, supports Bloomington's long-term vision of being "a unique, cohesive, and vibrant community…supported by its high quality of life and enduring economic stability" (Comprehensive Plan 2015-2035). The Applicant's implementation of a "never seen before architectural concept that will provide this neighborhood an aesthetic and artistic appeal" furthers the Plan's stated desire for a culture of innovation and entrepreneurship that supports the City of Bloomington and its twin city, the Town of Normal, in pursuit of a vital and growing community in McLean County (Bloomington 77 Development Description).

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 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 petitioner*** and to recommend ***approval*** of the request.

Staff additionally finds that the proposed Zoning Map Amendments ***are 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):

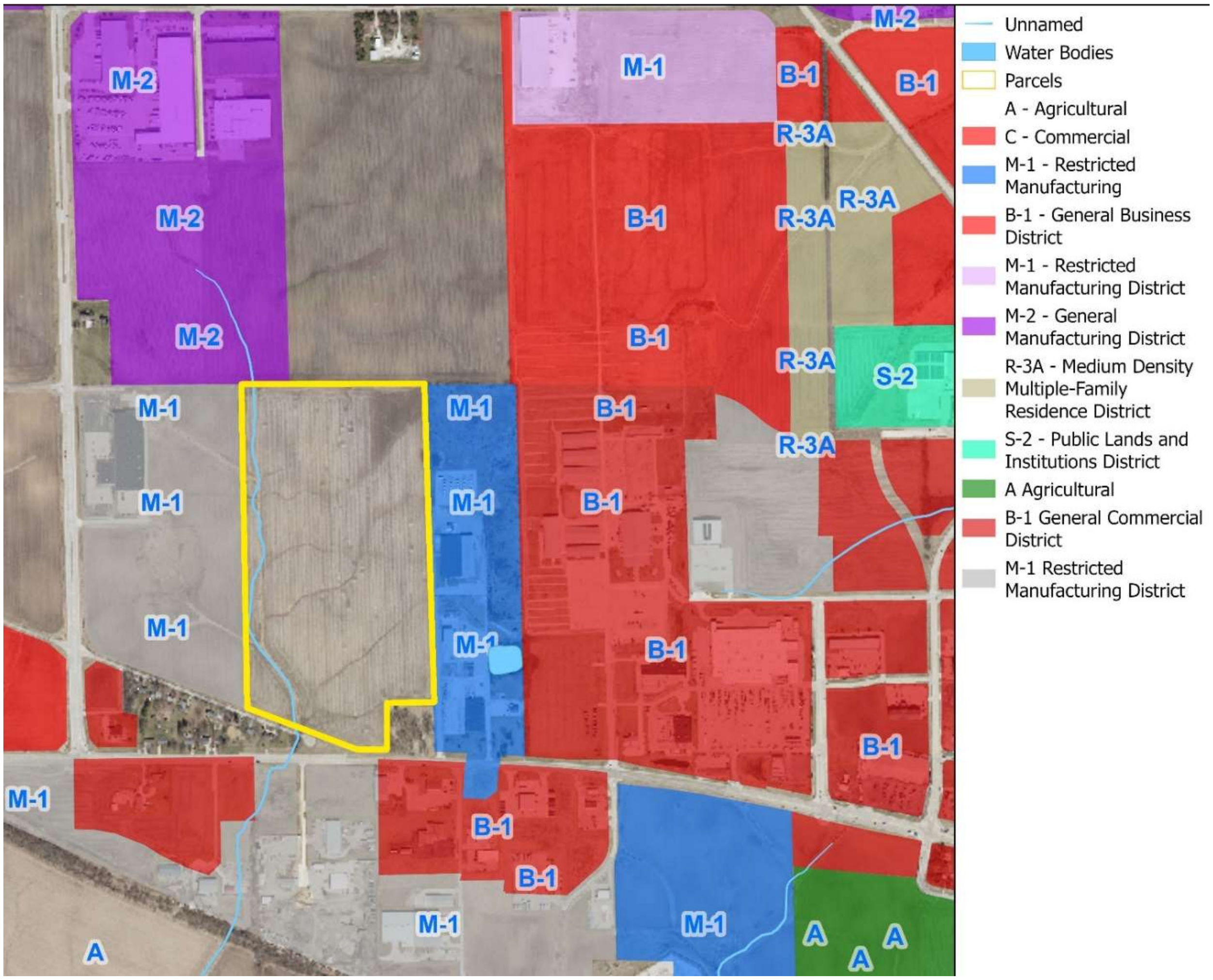
Motion to establish findings of fact that the request for approval of the proposed Zoning Map Amendment to the M-1 (Restricted Manufacturing) District and/or B-2 (Local Commercial) District ***is in the public interest and not solely for the benefit of the petitioner*** and to recommend ***approval*** of the request.

Respectfully submitted,
Alissa Pemberton
City Planner

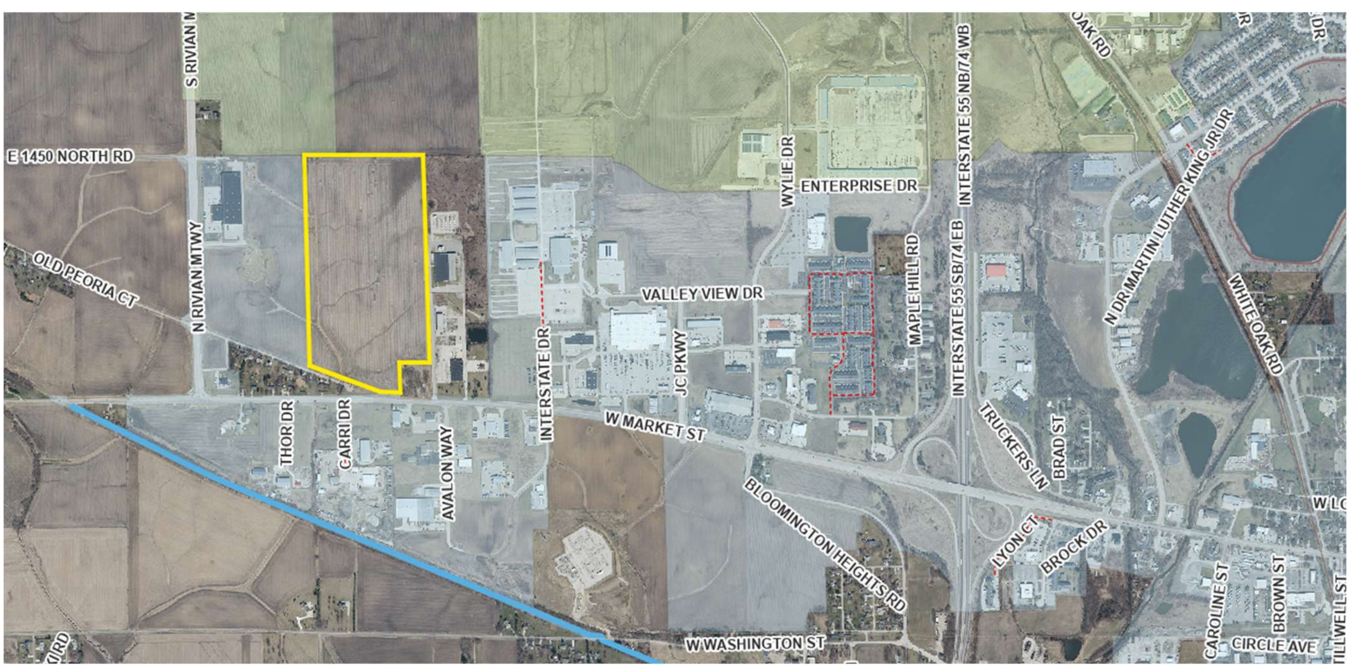
Attachments:

1. Zoning Map
2. Aerial Image
3. Petitioner-Submission – Description of Project
4. Calculation of Obligations & Fees
5. Comparison of Permitted and Special Uses in the B-2 and M-1 Zoning Districts
6. Neighborhood notice map

Attachment1 - Zoning Map



Attachment 2 - Aerial Image



Bloomington 77 Development Description

Premier Luxury Developments, LLC (PLD), D/B/A Bloomington 77 Developments, LLC, was founded in 2017 with a single mission: to build structures with enduring value and the potential to become timeless. Our team of creative professionals carefully evaluates each project in order to adhere to both financial and time constraints, while providing provocative and innovative designs.

Our present development project, "Bloomington 77 Development" (tentatively named) will consist of an unprecedented ground-up workforce development construction project in the blossoming Bloomington/Normal district. This project will present a variety of market-rate offerings, with future plans to pursue opportunities that would allow the inclusion of qualified affordable units as well. PLD has assembled a dream team of consultants, engineers, financial consultants, and investors to present a 77 ACRE development project that will consist of approximately:

- 700-800 total apartment units
- 90 townhouses units
- 10 acres dedicated to retail and commercial space
- A Community Center equipped with pool, fitness center, and office space
- An outdoor running and biking trail
- Rivian-based transit implementation
- Greenspace and Detention Pond

This opportunity is mainly derived from Rivian, a new electric car plant, generating a demand for new housing and development in the area. It is also home to State Farm, Illinois State University, Illinois Wesleyan University, and is just 45 min from the University of Illinois. This is a prime location and opportunity as Rivian has just signed a deal with Amazon, who owns a 20% stake in the company, to manufacture 100,000 electric delivery vehicles by 2030. Rivian is also producing other lines of vehicles to be in competition with Tesla in the near future.

Additionally, we believe the recent investment of Ferrero North America's $214M production facility, with the proximity to Chicago, St. Louis, Champaign, Peoria, and Indianapolis, solidifies Bloomington/Normal as an emerging and expanding economic sector that is ripe with opportunity.

This development project will be like no other prior. Premier Luxury Developments, the parent company, has teamed up with Hope Housing Foundation, Taylor Capital Consultants, Studio H Design company, the Farnsworth Group, and others to create a futuristic and captivating, never seen before architectural concept that will provide this neighborhood an aesthetic and artistic appeal. This will be the first of many designs and projects to be implemented by PLD, as we foresee the growth and expansion of Bloomington/Normal to be ongoing, in concurrence with recent studies conducted by the Bloomington/Normal Economic Development Committee.

We greatly are appreciative of your feedback, guidance, and support throughout this process.

Sincerely,

William

W. E. Koffie Jr., Esq.
Bloomington 77 Developments
[redacted]

Attachment 4 – Calculation of Obligations & Fees

Fees to be Paid as a Condition of Annexation				
Item	**Basis**	**Cost Per Unit**	**Units**	**Total Due**
Annexation Fees	Sq. Ft. (M-1 or B-2)	$0.07	3,354,120 sf	$234,788.4
		Total	**$234,788.4 - detention area**	

Parkland Dedication				
Item	**Basis**	**Cost Per Unit**	**Units**	**Total Due**
Parkland Dedication	Ultimate Population	1 acre / 100 people	2.26/DU	17.9 Acres
Parkland Fee-In-Lieu	Acre	$25,000.00	17.9	$447,500.00
		Total	**Maximum of $447,500.00**	

Public Works				
Item	**Basis**	**Cost Per Unit**	**Units**	**Total Due**
Substandard Road – Old Peoria Ct.	Linear foot frontage	$175.00	518	$90,650.00
Substandard Road – Enterprise Dr.	Linear foot frontage	$175.00	1331	$232,925.00
Tap-On Fee (Sewer) - Washington Trunk	$842.22/Acre (10-1995)	$1,666.51 (CPI) ~~$2,240.31 (6%)~~	77	$128,321.27
Tap-On Fee (Sewer) - Washington Extension	$1,160.00/Acre (12-2006)	$1,748.20 (CPI) ~~$2,308.40 (6%)~~	77	$134,611.40
Tap-On Fee (Sewer) - Revenue Park Trunk	$1,488.00/Acre (07-2008)	$2,057.34 (CPI) ~~$2,819.76 (6%)~~	77	$158,415.18
Tap-On Fee (Water) - Nord Bus. Park Main	$22.00 /Linear foot frontage (01/1996)	$43.33 (CPI)	228	$9,879.24
		Total	**$ 754,802.09**	

NOTES & REFRENCES

- ***For some items, obligations may be fulfilled via alternate requirements in the proposed Agreement.***
- § 8.5-205(a) Fees to be Paid as a Condition of Annexation
    - These fees must be paid prior to the Council approving the Petition to Annex
    - These fees may increate over time, if disconnection/incorporation does not occur at the same time as adoption of the Agreement
- § 24-702 Parkland Dedication requirements
    - Developer is obligated to *either* acreage dedication, or fee in lieu of dedication
    - This requirement becomes owed upon Annexation
- § 24-703 Criteria for accepting a dedication or requiring a contribution in lieu of park and recreational areas
    - The obligation is payable upon final platting
- Tap-On and Substandard Road fees are payable upon final platting
- Tap-On fees are calculated using the as-built cost, plus the lesser of 6% simple interest, or the CPI comparison from the date of construction to the date of payment.

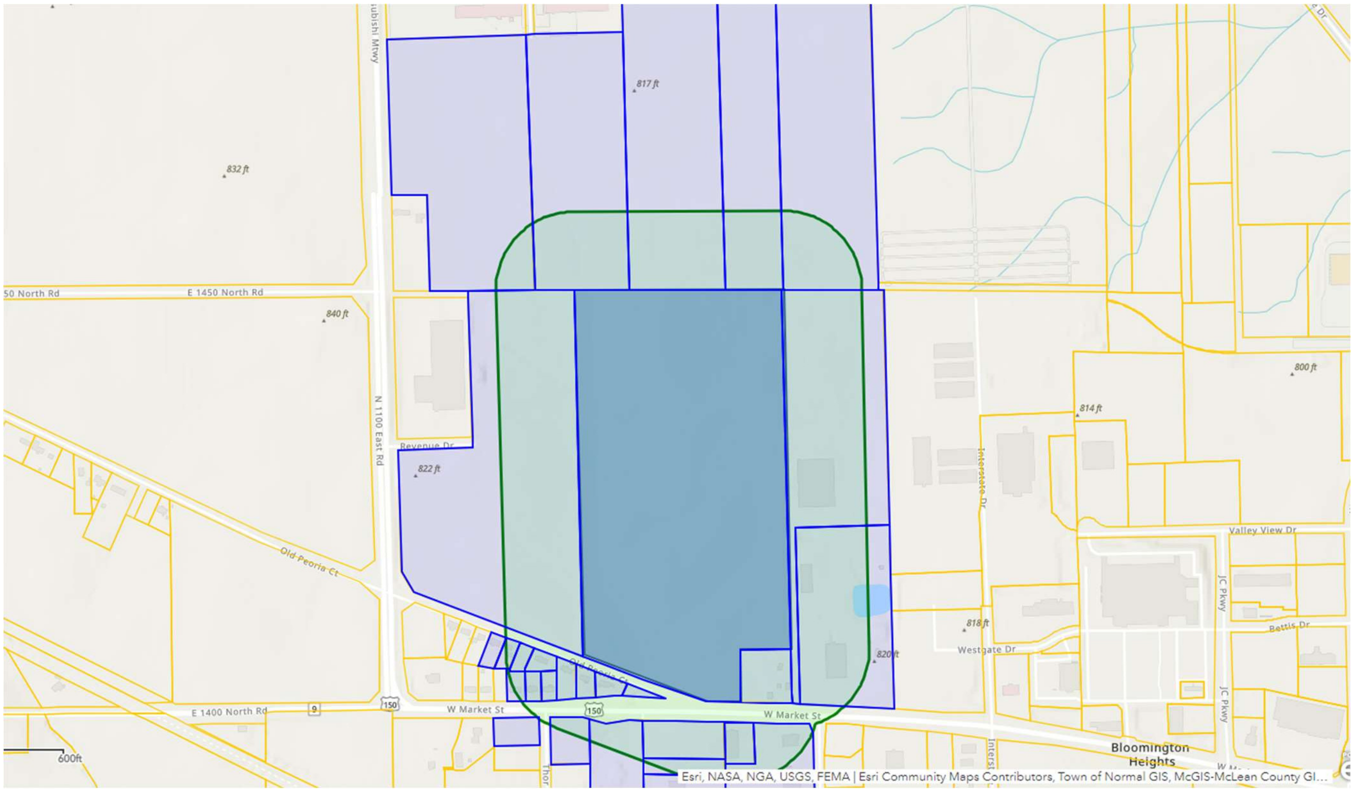
Attachment 5 - Comparison of Permitted and Special Uses in the B-2 and M-1 Zoning Districts

Use	District		
Agricultural Uses	B-2	M-1	Reference
Aquaculture, Aquaponics, Hydroponics		P	
Animal Breeding Services		P[1]	
Fish Hatcheries, Poultry Hatcheries		P	
Forestry	P		
Horticulture Services	P	P	
Urban Agriculture		P	
Urban Garden		P	
Residential Uses	B-2	M-1	Reference
Household Living			
Dwelling, Single-Family		P[2]	
Dwelling, Single-Family Attached	P[1]		
Dwelling, Two-Family	P[1]		
Dwelling, Multiple-Family	P[1]	S	
Live/Work Unit	P[1]		
Institutional Uses	B-2	M-1	Reference
Education			
Pre-Schools	P1		
Business and Trade Schools		P	
Government			
Animal Detention Facilities, w/o outdoor exercise area		P[1]	
Animal Detention Facilities, with outdoor exercise area		S	§ 44-1004
Government Services and Facilities	P	P	
Military Bases, Depots, Communication Facilities		S	
Police Stations, Fire Stations	P	P	
Health			
Ambulatory Surgical Treatment Center	P		
Religious			
Place of Worship	S	S	
Residential-Type			
Adult and Juvenile Detention Facilities		S	
Assisted Living Facility	P[1]		§ 44-1019
Other Institutional, Cultural			
Clubs and Lodges	P		§ 44-1012
Food Pantry	P		§ 44-1018
Recreational Uses	B-2	M-1	Reference
Parks and Recreation Facilities	P		
Swimming Clubs	P		
Swimming Pools, Community	P		§ 44-1032
Commercial Uses	B-2	M-1	Reference
Aircraft and Automotive			
Car Wash	S	P[1]	§ 44-1009
Farm Machinery Sales and Service		P[1]	
Truck Stops, Truck Plazas		P[1]	
Truck Wash		P[1]	
Vehicle Fueling Station	S	P	
Vehicle Repair and Service		P[1]	§ 44-1034

Vehicle Rental Service		P[1]	
Vehicle Sales and Service		P[1]	
Vehicle Storage		P[1]	
Entertainment and Hospitality			
Commercial Recreation Facilities	P		§ 44-1015
Entertainment and Exhibition Venues		S	
Sports and Fitness Establishments	P	S	§ 44-1013
Lodging			
Bed-and-breakfast Establishments	P		§ 44-1007
Boarding and Rooming Houses	P		§ 44-1019
Offices			
Financial Services	P	P	
General Offices, Business or Professional	P	P	
Materials Testing Facility	P	P	
Medical or Dental Office or Clinic	P	P	§ 44-1024
Medical Laboratory Facility	P	P	
Printing, Copying and Mailing Services	P	P	
Research Facility or Laboratory		S	
Personal Services			
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.	P	P	§ 44-1035
Funeral Parlor, Mortuary	P		
Instructional Studios	P	S	
Kennels, with no outdoor exercise areas	P[1]	P[1]	
Kennels, with outdoor exercise areas		S	
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.	P	P	
Pet Care: Grooming, Day Care, Training	P	P	
Veterinary Office or Clinic	P	P[2]	§ 44-1035
Day-care centers	P	S	
Retail and Service			
Adult-use cannabis dispensing organization	S	S	§ 44-1039
Artisanal/Craft Production and Retail	P	P	
Auction Houses		P	
Bars, Taverns, Nightclubs	S	P[1]	
Building Materials and Supplies		P	
Catering Services	P	P	
Drive-Through, attached to a retail or service use	P[1]		
Drug Stores and Pharmacies	P		
Grocery Stores, Supermarkets	P		
Gun Shops	P[1]		
Liquor Stores	P		
Manufactured and Mobile Home Sales		P	§ 44-1023
Medical Marijuana Dispensing Organization	P	P[1]	
Mobile Food and Beverage Vendor	P	P	§ 44-1027
Restaurants, Cafeterias	P	P	
Retail Sales, General	P	S	
Retail sales, Outdoor	S	S	
Specialty Food Shops	P	S	
Industrial Uses	B-2	M-1	Reference
Manufacturing and Production, Light			
All Light Industrial Uses Not Listed Below		S	

Apparel, Fabrics, Leather Industries		P	
Commercial Cleaning and Repair Services		P	
Commercial Community Kitchen		P	
Crematories		S[3]	
Electronics Assembly Plants		P	
Fabricated Metal Industries		S	
Furniture and Fixtures Industries		P	
Lumber and Wood Industries		P	
Professional, Scientific Industries		P	
Secondary Manufacturing Assembly Plants		S	
Trade and Construction Services	P	P	
Wholesaling, Distribution and Storage Facilities		P[1]	
Food and Kindred Industries		P[1]	
Paper and Allied Products Industry		P	
Petroleum Refining, Related Uses		S	
Stone, Clay, Glass Industries		S	
Storage and Equipment Yards			
Aircraft Storage		P	
Composting Facility		P	
Marine Craft Storage, Marinas		P[1]	
Mini Warehouses		P[1]	§ 44-1026
Parking Lot, Commercial	S	P[1]	
Petroleum Products Storage		P	
Warehouse		P	
Transportation			
Bus and Taxi Passenger Terminals		P	
Heliports, Heliport Terminals		S	
Rail Passenger Terminals		P	
Utilities			
Commercial Solar Energy Conversion Facilities	P		§ 44-1031
Private Solar Energy Conversion Facilities	P	P	§ 44-1031
Private Wind Energy Conversion Facilities	P	P	§ 44-1036
Public or Private Utility Facility, Minor	P	P	
Radio, Television Stations-Towers		P	
Wireless Communication Facilities	P	P[4]	§ 44-1037

Attachment 6 - Neighborhood Notice Map



ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and 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," Premier Luxury Rentals, LLC, an Illinois limited liability company d/b/a Bloomington 77 Developments, L.L.C., their successors, or assigns, hereinafter referred to as "Developer", contract purchaser from the property owner, and KACO, INC., an Illinois corporation, hereinafter referred to as "Owner", enter into this Annexation Agreement ("Agreement") for the annexation of property into the City.

WHEREAS, Owner is the owner of approximately 77 Acres, less public right-of-way, with frontage on West Market Street and hereinafter described on Exhibit "A," which is attached hereto and made a part hereof by this reference (hereinafter "Premises" or "Property"); and

WHEREAS, a legally enforceable Real Estate Sale Agreement exists between the Owner and Developer for the subject Property; and

WHEREAS, Developer has submitted a Concept Plan for the Bloomington 77 Development, attached hereto and made a part hereof by this reference as Exhibit "B" (hereinafter "Concept Plan"), of how it proposes to develop the Property; and

WHEREAS, the Developer is/are 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; and

WHEREAS, the Developer is desirous of having said premises zoned M-1 (Restricted Manufacturing), for the Property, as shown on the "Zoning and Annexation Plat", attached hereto and made a part hereof by this reference as Exhibit "C," upon annexation to the City **(all Lots referenced shall include any subdivisions thereof)**; and

WHEREAS, the Developer has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1); 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 and Developer agree as follows:

1. ANNEXATION PETITIONS.

Developer, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit “A” to the City’s corporate limits, no later than 30 days after the transfer of ownership of the subject Property from the Owner to the Developer. 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.

The City agrees to adopt an Ordinance annexing the property described on Exhibit “A.”

3. ZONING.

A. City agrees to rezone the Premises, upon annexation, to M-1 (Restricted Manufacturing) subsequent to any public hearings required by the City Code.

B. For the purpose of development on the Premises, for the duration of this Agreement, “Single-Family Attached Dwellings,” commonly referred to as “Townhomes” or “Rowhomes” shall be defined and allowed as “Multiple-Family Dwellings.”

C. Developer reserves the right to rezone up to 23 acres, as indicated on the “Annexation Plat” in Exhibit “C,” to B-2 (Local Commercial) District by means of an Ordinance(s) passed pursuant to this Agreement, the public hearing required for such rezoning having been held before the Bloomington Planning Commission concurrently with the public hearing required on this Agreement, after notice required by law and ordinance.

D. City agrees to approve a Special Use Permit for the Premises, upon annexation, to allow Multiple-Family Dwellings 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.

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 Developer shall have the following obligations regarding streets as reflected on the Concept Plan attached as Exhibit “B.”

(1) The Developer shall complete and bear the cost of a Traffic Study and Intersection Design Study (collectively referred to as "Transportation Studies"), to evaluate the impacts of the subject development on any public roadways and/or transportation systems.

(2) West Market Street (State Route 9/US 150)

(a) No Adjacent Substandard Roadway Guaranty and Surety will be required. However, the Developer shall design and construct any necessary improvements for the main access to the subdivision at West Market Street (State Route 9/US 150) such as right or left turn lanes, or traffic signals, as determined by the Transportation Studies and as required by the Illinois Department of Transportation ("IDOT") at no cost to the City. Right-of-way and easements shall be dedicated as determined by the Transportation Studies and by construction plans approved by the City.

(3) Old Peoria Court

(a) At the Time of Concept Plan Approval: The Developer shall indicate a Temporary Access Road (hereafter "Temporary Access") between the southern portion of the planned development and Old Peoria Court, to serve as a second means of ingress and egress until such time that the future Enterprise Drive is constructed along the northern border of the Property and is available for use as public ingress/egress of the Property.

i. The Temporary Access is not required to be paved, and may be constructed of aggregate, tar and chip, or an equivalent material as approved by the City Engineer.

ii. The Temporary Access shall be limited access, gated, have an Emergency Key Box installed, and shall be clearly labeled as "Emergency and Authorized Vehicle Access Only."

iii. Before issuance of any Final Certificate(s) of Occupancy for improvements on the Property, the Temporary Access shall be fully constructed, inspected, and approved by the appropriate City Staff or representative(s).

iv. The Temporary Access shall be maintained by the Developer until such time as it is no longer required.

v. Upon completion and opening to traffic of the future Enterprise Drive along the northern boundary of the Property, the Temporary Access shall be removed, any required adjustments shall be made to bring the acreage formerly used for the Temporary Access into compliance with the relevant City Code(s), and the portions of the Property formerly underlying the Temporary Access shall be restored to fulfill development intensity, open space, or green space requirements as per City Code, or be converted into a part of the parking lot area. The Developer is solely responsible for removal of the system and all costs, financial or otherwise, of removal. A Surety will be furnished per City requirements for these improvements.

(b) At the Time of Platting Developer shall provide an Adjacent Substandard Roadway Guaranty and Surety for Old Peoria Court in the amount of $90,650.00, based on $175.00 per frontage foot for that portion of the road between the western boundary of the Property and the eastern termination of the road. 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. The Adjacent Substandard Street improvement fee will be posted at Final Platting or paid at completion of the road to City Minor Street standards, whichever occurs last.

(4) Interior Streets

(a) All interior streets shall be built to City Minor Street standards except for the entrance roadways which shall be constructed as at least 3-lane pavements, as determined by the Transportation Studies required by Section 4A(1). Pedestrian access (sidewalks or trail) shall be provided on both sides of all roadways.

(b) At the Time of Platting, the Developer shall dedicate all necessary right-of-way and easements for required public improvements.

i. Streets used for access to the Property, within sections of the Annexation Plat marked “Area to be Zoned M-1 (Possibly B-2),” consisting of approximately 11 acres at the north of the Property and approximately 12 acres at the south of the Property, shall have right-of-way and other appropriate easements dedicated for the creation and construction of public roads. Right of way widths shall accommodate necessary land configuration and intersection improvements, as determined by the Transportation Studies.

ii. Streets internal to the development, within the section of the Annexation Plat marked “Area to be Zoned M-1,” consisting of approximately 53 acres, shall have dedicated easements but shall be retained as private streets, until such time that a portion of the Property is subdivided, necessitating public ownership and maintenance of said streets to provide public frontage for the creation of legal lots, per the Subdivision Code and Manual of Practice of the City of Bloomington.

(5) Enterprise Drive Extension

(a) At the Time of Platting, or upon the request of the City, the Owner or Developer shall dedicate 45 feet right-of-way for Enterprise Drive extension, along the northern border of the Property, as depicted on the Concept Plan.

(b) At the Time of Platting, Developer shall provide an Adjacent Substandard Roadway Guaranty and Surety for Enterprise Drive Extension in the amount of $232,925.00, based on $175.00 per frontage foot for that portion of the road between the western boundary of the Property and the eastern boundary of the Property. 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. The Adjacent Substandard Street improvement fee will be posted at Final Platting or paid at completion of the road to City major street standards, whichever occurs last.

(c) Should the Developer elect to construct any portion of future Enterprise Drive, as depicted in the Concept Plan or other City-approved documents and plans, to provide ingress/egress to the Property, the following conditions shall apply:

i. Enterprise Drive shall be constructed to City Collector Street standards, and may be constructed as a two-lane roadway, with signalization or signage, and turning provisions as indicated by the Transportation Studies or the City of Bloomington.

ii. Any oversizing of engineering specifications, including paving thickness, as required by the City, shall be paid by the City.

iii. Should the Developer elect to construct any portion of the Enterprise Drive public road, Developer may deduct the number of linear feet constructed from the number of frontage feet used to calculate the Adjacent Substandard Roadway Guaranty and Surety owed for Enterprise Drive extension.

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

(1) Developer may tap and use the existing City of Bloomington water main along the south side of West Market Street, with a tap-on fees and connection charges in the amount of $9,879.24, based on $43.33 per linear foot of frontage, payable at the time of Final Platting. 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) The Developer shall be responsible for constructing the water mains interior to the subdivision.

(3) Right-of-Way. All necessary water mains shall be built within dedicated public right-of-way or dedicated easements as approved in a final Preliminary Plan or

Planned Unit Development Plan, subsequent to staff review and any required public hearings.

(4) Improvement Obligations.

(a) Public Water service to the tract will be provided in the following manner: A public water main shall be extended from an existing water main on the south side of West Market Street (Illinois Route 9), designed and constructed per the City's Manual of Practice, and may be constructed in phases as development progresses northward, subject to approval by the City and any other licensing or permitting agencies.

(b) Tap On Fees and Costs for Public Water Improvements. The Developer will pay all costs associated with water main construction. Any oversizing of water mains, as required by the City, shall be paid by the City.

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

(1) Developer may tap and use the existing sewer main along the west or southwest side of Property with a tap-on fees and connection charges in the amount of $5,472.05 per acre, payable at the time of Final Platting. 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) The Developer shall be responsible for constructing the sewer mains interior to the subdivision.

(3) As part of constructing the sewer to serve development of the property, the Owner and/or Developer(s) shall ensure that a sanitary sewer stub of at least 8 inches is provided at the northern end of the property to allow future development on the north side of Enterprise Drive to access and tap on to the public sewer line.

(4) Right-of-Way. All necessary sanitary sewers shall be built within dedicated public right-of-way or dedicated easements as approved in a final Preliminary Plan or Planned Unit Development Plan, subsequent to staff review and any required public hearings.

(5) Improvement Obligations.

(a) Sanitary sewer service to the tract will be provided in the following manner:

i. A sanitary sewer will be extended from an existing sanitary sewer on the west or southwest side of the Property, easterly in a public right-of-way or dedicated easement to serve the property indicated as "Exception" (PIN 13-36-376-001) adjacent to the southeast corner of the Property, unless such property is acquired and dedicated as

Parkland, as per section 4E(1)(a) of this Agreement. The cost of said extension shall be deducted from the Tap On Fees and Costs owed.

ii. Developer shall install any gravity sewers and lift stations required to serve the development interior to the site, as per the City's Manual of Practice.

(b) Tap On Fees and Costs for Public Sanitary Sewer Improvements. The Developer will pay all costs associated with sanitary sewer construction. Any oversizing of sewer mains, as required by the City, shall be paid by the City.

D. **Stormwater Detention** shall be provided as per the Manual of Practice. Shared stormwater facilities, including the detention basin indicated on the Concept Plan, shall remain in private ownership. Should subdivision of the Property occur at a later date, appropriate easements and maintenance agreements shall be required prior to final platting to allow the continued use and management of any shared stormwater management facilities.

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 for the "Area to be Zoned M-1" indicated on the Annexation Plat as approximately 53 acres is planned to be 790 dwelling units, requiring 17.9 acres dedicated for park purposes.

(2) Fulfillment. The Developer shall have the following options to fulfill their Parkland Dedication or Contribution obligation.

(a) The City agrees to accept dedication of approximately five (5) acres in the southeastern portion of the Property as complete fulfillment of the Developer's dedication obligation, upon the following conditions:

i. Dedication of the approximately 2.5-acre area in the southeastern portion of the Property, indicated as "Greenspace" on the Concept Plan.

ii. Acquisition and dedication of the approximately 2.57-acre property listed as "Exception PIN 13-36-376-001" on the Annexation Plat.

iii. Developer shall be responsible for constructing public access to the dedicated acreage from West Market Street (State Route 9).

(b) Alternatively, the City agrees to accept fee in lieu of parkland dedication in the amount of $25,000.00 per acre, payable at the time of Final Platting.

(3) Upon development, should acreage indicated on the Concept Plan as commercial be used for residential purposes, 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, payable at the time of Final Platting.

F. **Concept Plan Approval.** The City hereby approves the Concept Plan for the property, attached hereto Exhibit “B”.

G. **Preliminary Subdivision or Planned Unit Development (PUD) Plan Approval.** Within 90 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, provided they are in substantial accordance with the Concept Plan and approved Preliminary or PUD Plans.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Developer 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.

That Developer, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition 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:

<u>To the City of Bloomington, Illinois (“City”)</u>:

City of Bloomington
Attn: City Manager
109 East Olive Street
Bloomington, IL 61701

To KACO, Inc. ("Owner"):

C/O Harry J Mathers
KACO, INC
25033 Old Oak Lane
Shorewood, IL 60404

To Bloomington 77 Developments, LLC ("Developer"):

Bloomington 77 Developments
C/O Premier Luxury Rentals, LLC
Attn: William Koffie, Jr., Manager
529 E. 38th Street, Ste. 101
Chicago, IL 60653

> with a copy to Meyer Capel (Attorney for the Developer):
> C/O Nate Hinch
> Meyer Capel
> 201 E. Grove Street #100
> Bloomington, IL 61701

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

12. 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.

13. 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 and Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner and Developer hereby warrant and represent to the City (i) that Owner is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property and Real Estate Sale Agreement with the Developer, 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 they have 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 or Developer will (a) result in a breach or default under any agreement to which the Owner or Developer are 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, Developer, 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 and Developer agree that they will not seek, and do 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, the Owner, or the Developer.

O. Recording. After the Developer has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, and the adopting Resolution, 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 Developer 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 July, 2023, at Bloomington, Illinois.

CITY OF BLOOMINGTON	OWNER KACO INC
By:________________________ Mboka Mwilambwe, Mayor	By: _________________________ Harry J. Mathers, Trustee
ATTEST	DEVELOPER Bloomington 77 Developments, L.L.C.,
By:_________________________ Leslie Smith-Yocum, City Clerk	By: _________________________ William Koffie, Jr., Manager

EXHIBIT A
Legal Description of Property

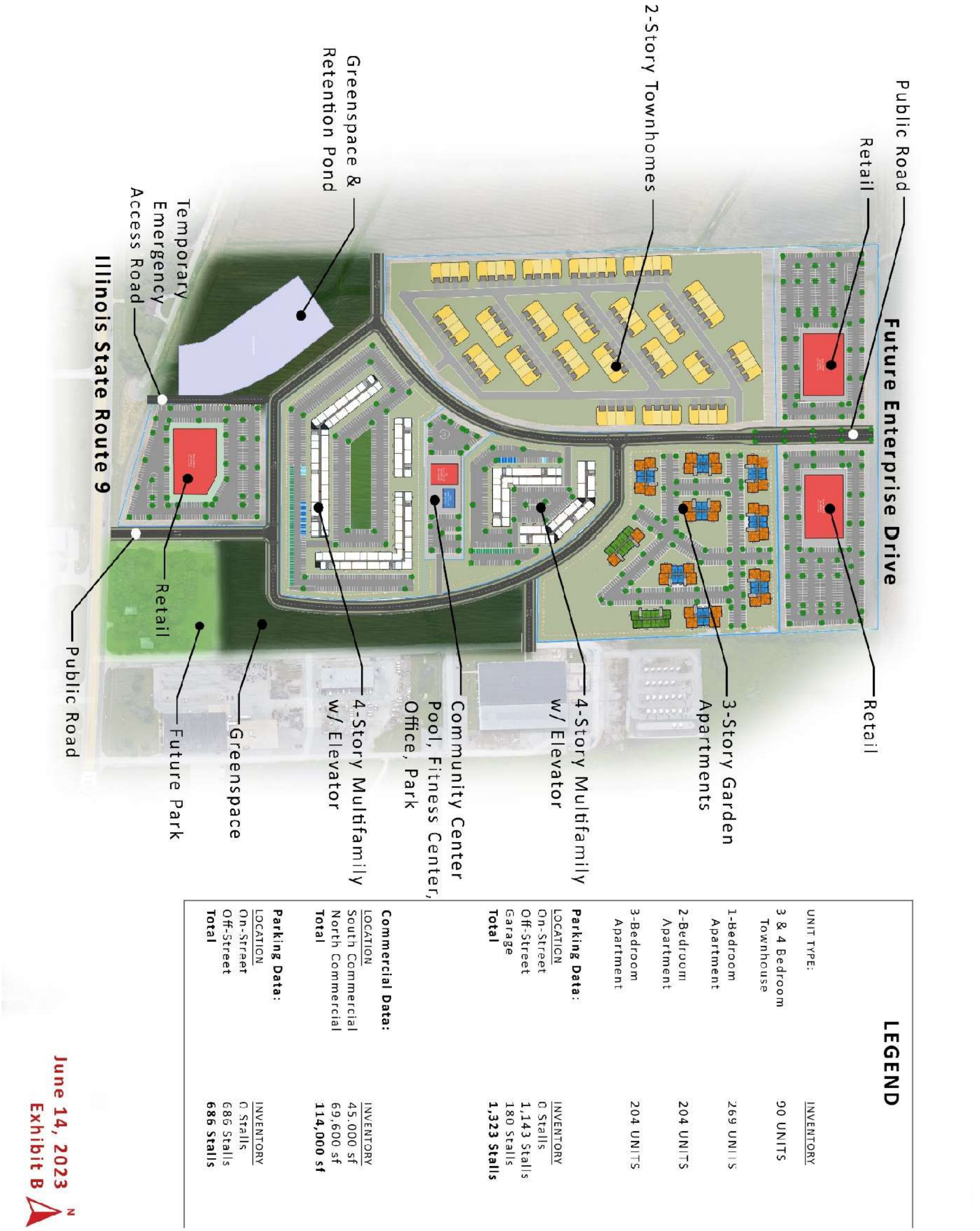
Tract 1:
The East Half of the Southwest Quarter of Section 36 and the West 2 Acres of the West Half of the Southeast Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois,
Excepting therefrom that part lying south of the centerline of the Old Peoria to Bloomington Road;
Also excepting therefrom the following tract of land: Beginning at a point on the South Line of said Section 36 lying 33 feet East of the Southwest Corner of the Southeast Quarter of said Section 36, said point is also the Southwest Corner of a General Telephone Company of Illinois Survey recorded as Document No. 67-5948, in the McLean County Recorder of Deeds Office; from said Point of Beginning, thence North 396 feet along a line which is parallel with and 33 feet normally distant East of the West Line of said Southeast Quarter, said line is also the West Line of said General Telephone Company of Illinois Survey; thence West 330 feet along a line parallel with South Line of said Section 36; thence South 396 feet parallel with the West Line of said Southeast Quarter to the South line of said Section 36; thence East 330 feet along the South Line to the Point of Beginning; and also excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

Tract 2:
All that part of the Old Peoria and Bloomington Road in the East Half of the Southwest Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, lying south of the centerline of the Old Peoria to Bloomington Road, excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

PIN: 13-36-326-002

EXHIBIT B

Concept Plan for the Bloomington 77 Development



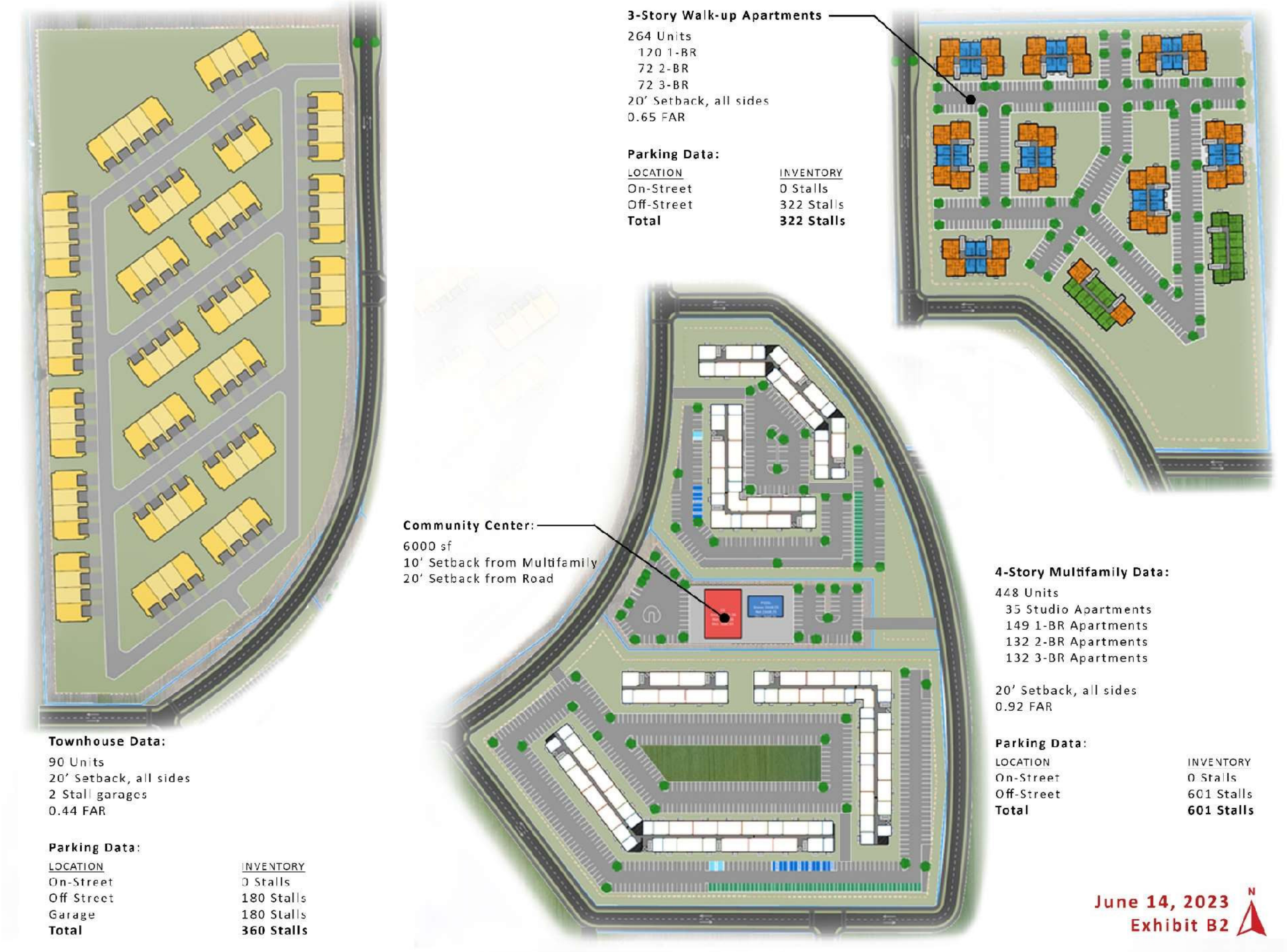

Townhouse Data:
90 Units
20' Setback, all sides
2 Stall garages
0.44 FAR
Parking Data:
LOCATION | INVENTORY
On-Street | 0 Stalls
Off Street | 180 Stalls
Garage | 180 Stalls
Total | 360 Stalls
3-Story Walk-up Apartments
264 Units
120 1-BR
72 2-BR
72 3-BR
20' Setback, all sides
0.65 FAR
Parking Data:
LOCATION | INVENTORY
On-Street | 0 Stalls
Off-Street | 322 Stalls
Total | 322 Stalls
Community Center:
6000 sf
10' Setback from Multifamily
20' Setback from Road
4-Story Multifamily Data:
448 Units
35 Studio Apartments
149 1-BR Apartments
132 2-BR Apartments
132 3-BR Apartments
20' Setback, all sides
0.92 FAR
Parking Data:
LOCATION | INVENTORY
On-Street | 0 Stalls
Off-Street | 601 Stalls
Total | 601 Stalls
June 14, 2023
Exhibit B2
N

EXHIBIT C

Zoning and Annexation Plat