



**PLANNING COMMISSION - REGULAR SESSION  
COMMUNITY ROOM 1, 2ND FLOOR, BLOOMINGTON PUBLIC LIBRARY  
205 E. OLIVE ST., BLOOMINGTON, IL 61701  
WEDNESDAY, JANUARY 8, 2025, 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](mailto: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](http://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 October 2, 2024, regular meeting of the Bloomington Planning Commission. (Recommended Motion: The proposed Minutes be approved.)

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

**5. Regular Agenda**

A. **Z-14-24** - Public hearing, review, and action on a request initiated by the City of Bloomington, for the approval of text amendments, modification and additions to the Zoning Code of the City of Bloomington, Illinois (Chapter 44 of the Bloomington City Code, 1960), relating to the creation of translation zoning for annexed properties. (Recommended Motion: Motion 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.)

B. **Z-12-24** - Public hearing, consideration, and action on a request by BBig Solar, LLC, for an **Annexation Agreement and Zoning Map Amendment**, to the City A (Agriculture) District upon annexation, pertaining to property generally located at the western terminus of Lutz Road, consisting of approximately 17.0 acres (part of PIN: 21-20-100-006). (Recommended Motion: Motion to establish findings of fact that the request for **approval** of the proposed Zoning Map Amendment to the A (Agriculture) 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.)

- C. **Z-13-24** - Public hearing, consideration, and action on a request by Trinity Lutheran Church, for an **Annexation Agreement and Zoning Map Amendment**, to the City A (Agriculture) District upon annexation, pertaining to property generally located at the northwestern terminus of Lutz Road, consisting of approximately 4.57 acres, part of PIN: 21-20-100-006. (Recommended Motion: Motion to establish findings of fact that the request for **approval** of the proposed Zoning Map Amendment to the A (Agriculture) 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](mailto:mhurt@cityblm.org).



**REGULAR AGENDA ITEM NO. 4.A.**

**FOR PLANNING COMMISSION:** January 8, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve the Minutes of the October 2, 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:**

[Draft PC Minutes 2024-10-02](#)



**DRAFT MINUTES  
PLANNING COMMISSION - REGULAR SESSION  
WEDNESDAY, OCTOBER 2, 2024, 4:00 PM**

The Planning Commission convened in regular session at 4:00 PM, October 2, 2024. Chair Justin Boyd called the meeting to order.

**Roll Call**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Justin Boyd	Commission Chair	Present
Mary Ann Cullen	Commissioner	Present (4:15 PM)
Mark Muehleck	Commissioner	Present
David Lewis	Commissioner	Present
Brady Sant Amour	Commissioner	Present
Jackie Beyer	Commission Vice Chair	Present
William Peradotti	Commissioner	Present
Thomas Krieger	Commissioner	Absent
Anna Patino	Commissioner	Absent
Goverdhan Galpalli	Commissioner	Absent

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

**Public Comment**

There was no public comment provided.

**Consent Agenda**

Vice Chair Beyer noted that the 800 square foot restriction was not "proposed," but "existing" and should be corrected as such, on the bottom of page 7 of the packet (page 4 of the minutes).

**Commissioner Beyer made a motion, seconded by Commissioner Peradotti, to approve the consent agenda, including the discussed correction.**

**Chair Boyd directed the clerk to call roll:**

**AYES:** Boyd; Lewis; Amour; Muehleck; Peradotti; Beyer; Cullen

**Motion passed.**

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

## **Regular Agenda**

*The following item was presented:*

Item 5.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).

Ms. Pemberton presented the Staff Report with recommendation for approval. She reviewed the process for approval of an Annexation Agreement, as well as for zoning and subdivision commitments within the subject Agreement. She noted the Planning Commission's specific purview was the Zoning Map Amendment and provisions of the Agreement that could interfere with implementation of the Amendment or Code. She highlighted the Special Use and Variances that are part of the larger project, stating they are the purview of the Zoning Board of Appeals and would be heard by that Board at a later date. Before City Council holds their public hearing on the Agreement, and before approval of any version of the Agreement, all items being resolved will have already been vetted through the public hearing and recommendation process by the appropriate Board or Commission.

Ms. Pemberton highlighted key aspects of the property and project, including the proposed Zoning Map Amendment from County R-2 to City R-2, and reviewed the similarities and differences between the permitted and special uses in the two districts, including restrictions on dwelling type present in the City zoning that are not in the County zoning. She provided additional detail on the proposed Concept Plan and planned development, including construction of 4-unit townhome structures with the goal of fee-simply ownership of the units, including underlying land. She detailed compliance with the Comprehensive Plan, noting that the proposal is on the very low end of the classification as "Medium Density Residential," just over 8 dwelling units per acre.

Chair Boyd asked for additional details on existing public infrastructure. Ms. Pemberton explain that the subject property is surrounded by other developed areas, with existing public water and sewer on-site or immediately adjacent; no public infrastructure extension would be required to serve the property or uses developed on it.

Vice Chair Beyer asked about the impacts of providing site access from Fox Creek Road. Specifically, she expressed concerns about the proximity of any potential curb cut to St. Ivans and Ridge Creek and possible traffic concerns. She inquired whether the City is doing anything to address traffic concerns in the area.

Ms. Pemberton stated the site must be allowed at least one access point to the public road; earlier versions of the project had the curb cut aligned with St. Ivans, but the Developer was asked to adjust the location out of alignment with St. Ivans to reduce conflict in situations of simultaneous left turns. The City's Traffic Engineer and Department of Operations and Engineering Services have reviewed the proposal and provided preliminary approval.

Vice Chair Beyer reiterated her concerns about possible traffic issues on Fox Creek Road and requested additional detail on how access will be implemented.

**Kevin Kothe, City Engineer**, explained that Fox Creek Road is the arterial collector for the neighborhood, so all side streets have stop signs. A new entrance from the subject property would also have a stop sign. He discussed the status of the bridge and road widening project for the portion of Fox Creek Road between Danbury Drive and Beich Road that is only 2-lane, stating it has been in planned for a few years now, but is getting close to implementation. He noted the project included traffic signals at Beich Road and Danbury Drive, where the section of Fox Creek Road is busier than the portion adjacent to the property proposed for annexation.

Commissioner Cullen arrived at 4:15 PM.

Chair Boyd opened the public hearing.

**David Armstrong (Attorney for the Applicant)** discussed key features of the property, including the size and zoning, noting that the proposed zoning is more restrictive of housing types than the current County zoning. He described the proposed development as 58 single-family homes and clarified the proposal was not for subsidized housing. He provided an estimated sale point of \$300,000 and stated equivalency to 80% of the value of homes being constructed on Savanna Road. He noted that no City expenditures are required to serve the development, but it will result in an increased the tax base.

**Neil Finlen (Farnsworth Group, Engineer for the Applicant)** thanked the audience for the questions that were put forth in advance of the hearing so they could make sure they provide answers. He noted the pressing need for housing in the area, particularly for an increased variety of home types, and referred to the project as filling this need on an infill property. He reviewed detail on the public infrastructure adjacent to the property and explained fees (adjacent road, water/sewer tap-on, parkland, annexation) that the Applicant will pay to the City as part of the project, equating it to a few hundred thousand dollars.

He explained that he had worked with other developers on three (3) different layouts for projects on this site and none were able to make it work. Due to the odd shape of the lot and drainage requirements, developing conventional lots with city street resulted in extraordinary development costs per lot. He stated the interior streets will be build to City engineering standards, but width will be slightly less—27-foot face-to-face instead of 30-foot—which exceeds the code requirements for private streets. There will be no

parking on the streets. Each dwelling unit will have two (2) parking spots in an attached garage, plus an additional two (2) parking spaces on the driveway in front. A Homeowner's Association (HOA) will cover maintenance of the streets, stormwater basin, and private trash pickup.

He explained that the street layout was done to maintain the privacy of the adjacent neighborhood, including the installation of a hammerhead turn-around at Tangle Oaks Road, rather than turning it into a through-street. No cross-connection would be provided. The eastern side of the property is a 50-foot-wide floodway corridor; the developers are aware of the existing flooding in Ridgewood [original]. He explained that the proposed project will improve stormwater and flood conditions on the site. The waterway through eastern edge will be reestablished; this will require removal of vegetative overgrowth, but plan to keep as much screening as feasible. Encroachment of existing homes may result in requiring minor realignment. This will be a bypass route for stormwater coming under Fox Creek Road and feeding the stream at the north edge of the property. On-site stormwater will be addressed through a new detention basin.

He discussed the process and plans for traffic, including joint effort between City and Farnsworth to identify the best way to address turns from Fox Creek Road to make sure the turn lanes don't conflict. He explained the plan for trail access from the northeast part of the subject property to Westwood Park, noting that the fee-in-lieu of parkland would be dedicated to the local park planning area. He reiterated project characteristics, including 1,800 square foot units in the \$300,000 range; they would allow people to downsize without downgrading.

Commissioner Lewis asked for verification that there is only one vehicular access and the access from the northeast is trail. Mr. Finlen responded that only trail was present in northeast; arrows on the provided Concept Plan are related to flood route.

Chair Boyd explained the public hearing testimony process before opening the floor for general testimony.

**Jason Karun** (9 Tangle Oaks Road) passed out a printed copy of a PowerPoint presentation, attached to these minutes as Exhibit "A".

He provided an image of the Concept Plan overlaid on top of existing aerial imagery, stating it is a dense footprint and expressing concerns about development overlapping creek area on eastern edge of the property where stormwater runs. He provided images of flooded conditions, including creek bed flooding to up to 50 feet, including area where hammerhead is depicted on the Concept Plan. He noted there is an electrical transformer in his front yard and flooding can result in water level halfway up the transformer casing. He reiterated there are serious waterflow issues in the area. He provided images of flooding issues on his neighbor's property. He noted the detention basin on south side of Fox Creek Road.

He recognized the right of the property owners to develop the subject property, expressing concerns about how that development would impact surrounding properties. State he purchased his home due to neighborhood characteristics that have been present for 25 years. He outlined his goals for any proposed development, including: 1) Retention of characteristics of the border between existing and adjacent properties, including natural conditions and privacy, and termination of Tangle Oaks Road as it currently is, 2) Prevention of any worsening of the high flow conditions, while preserving timberline as much as possible, 3) Prioritize the completion of planned local infrastructure to address traffic issues, including the expansion of Fox Creek Road, 4) Design of any proposed development to be in keeping with the characteristics of the surrounding community, in terms of construction quality, appearance, and density, and 5) maximize separation of private property ingress/egress paths from the proposed development.

Finally, he noted that the improvement of Westwood Park has been previously opposed by neighborhood residents who prefer to use it as developed green space.

**Todd Smith** (24 Pebblebrook Court) expressed concerns about traffic. He explained that Fox Creek Road is 45 MPH, including near school, which is fast and the intersection near Pepper Ridge School is crumbling. In the morning there is significant traffic and numbers of busses that the proposed development will add to. Even in areas posted as 35 MPH people drive 55-60 MPH. Inquired whether Unit 5 schools were consulted on capacity to provide for more children at nearby schools. He noted difficulties with acquiring repairs at the intersection at Pebblebrook and Fox Creek, expressing concerns that more density may degrade the already-poor roads more quickly. He inquired whether a study had been done to make sure the water and sewer infrastructure have appropriate capacity.

**Nathan Bassett** (6 Tangle Oaks Road) spoke about the major flooding issues in the area. He clarified that there are not turn lanes on Fox Creek except for right turn onto Oakland. He stated that plans for Fox Creek expansion have existed for two or three decades and that part of Fox Creek Road is a disaster. He expressed concerns about interaction between left turn into the proposed development and right turn onto Oakland Ave (going west). He stated that Pepper Ridge school is already beyond capacity and said discussion with Unit 5 is critical.

**Michael Nackers** (37 Lone Oak Court) stated his understanding that Fox Creek Road widening project is just waiting on funding and he believes that the project should be complete before adding more traffic in the area.

**Emilie Karun** (9 Tangle Oaks Road) agreed with the previous statements by Jason Karun. She stated that, having four (4) kids, her goal is to project the integrity of the surrounding area, including wildlife, open space, and visual separation.

**Keith Marxkors** (5 Fiddlestix Court) expressed concerns about the bridge and traffic. He noted new housing on the southside of Fox Creek Road will be adding traffic, the

neighborhood off Beich Road is continuing to grow, and if density continues to increase before the bridge is fixed it will create problems. He speculated that people would begin to clog Oakland Avenue as an alternate route when Fox Creek Road backs up.

**Ben Tandy** (3 Tangle Oaks Road) inquired about other previous attempts at projects on the site. He noted that the developer wants to use nearby greenspace instead of providing their own park, but the waterway that everyone is talking about as a danger is going to be the pathway, which did not make sense to him. Stated his support in opposition, along with his neighbor's concerns.

**Steve Crader** (5 Willowbend Court) agreed with the comments in opposition already expressed. He stated there is a lot of traffic that uses Ridge Creek Drive to get to Six Points, instead of going over to Oakland Avenue, and expressed concern that additional houses will result in more people cutting through. He noted that excessive speeds are common and there needs to be a way to slow people down, specially if more houses are added. He articulated concerns over the R-2 development going in on the south side of the street that will be entering/existing onto Fox Creek.

**Warren Farrar** (2310 Knollbrook Way) discussed existing traffic at Danbury and Fox Creek Road. He classified the intersection as "very dangerous," and stated that until widening and appropriate measures are added to manage traffic there it would be foolish to add another subdivision on Fox Creek. He noted the area surrounds a premier golf course and questioned the wisdom of putting high density living around golf course. Stated they should find a way to use the property that is not as dense.

**Denise Smith** (13 Willowbend Court) stated support for everything Jason Karun said. She expressed concern for the "drainage ditch" that is going to be built and whether they will dredge out the creek and remove trees that border her backyard.

Chair Boyd left the public hearing open, seeking response to existing inquiries before proceeding with additional testimony.

Chair Boyd asked staff to address the issues raised about traffic and the bridge at Fox Creek Road. Kevin Kothe explained that the project has been in the works for a lot of years. They are currently working on land acquisition and plan to finalize everything and go out to bid next year. Planned construction includes widening the section between Danbury and Beich to four (4) lane, replacing and widening the bridge, and adding the missing piece of Constitution Trail. He compared Fox Creek Road to other 4-lane road sections like Hamilton and Hershey—which also have multiple types of residential and commercial development, as well as direct-access driveways—all of which have much higher traffic counts. He reported a 2022 traffic count on Fox Creek Road of 3,700 vehicles per day, compared to Oakland which gets 15,000 per day, or Hershey which sees well over 10,000; Fox Creek Road 4-lane section can hold a lot of capacity.

Chair Boyd asked staff to address the question related to the capacity of the existing water and sewer infrastructure. Mr. Kothe explained that the sewer and water was sized

for all of the land in the sewershed so capacity is there, and a similar condition for the water. Tap-on fees would pay the City back for the initial investment required to install the pump station and public mains, but no additional public work is required.

Chair Boyd asked staff to address the question related to school capacity. Ms. Pemberton stated she believed the Applicant had spoken directly with Unit 5 school district, but the City provided written notice of the public hearing and received contact from them asking for clarification on the time and location of the meeting, but that contact did not include an expression of concerns or inquiries.

Chair Boyd asked staff to address park related concerns. Ms. Pemberton explained that property being annexed or subdivided is required to consider and comply with parkland dedication, per Ch. 24. She noted that the Parks Department is not seeking additional land at this time and prefers to accept funding to support existing facilities. She pointed out the extended distance that residents would need to walk along streets—including some without sidewalk—to access Westwood Park, and that common sense dictated direct access to the adjacent property. The developer will install a pedestrian walkway that will not exacerbate water issues and the fee-in-lieu they pay will be dedicated to the same parks planning area that maintains the subject park.

Chair Boyd asked the applicant to address drainage and tree interruption. Neil Finlen again thanked the attendees for the images and information. He explained the waterway has been greatly impacted by encroachments and overgrowth that are impeding flow. He stated they will likely have to reestablish all the way from the 48-inch storm sewer coming under Fox Creek Road, but the work should address the ponding that occurs around the electrical transformer. In addition, he stated that the new detention basin will address problems for properties downstream. He explained that addressing the drainage issues and retaining vegetation was going to be a balancing act, to keep as much privacy as possible for both parties, but there are critical water issues that need to be fixed. He provided additional information on plans being discussed for the pedestrian crossing to Westwood Park. He highlighted some of the features of previous projects that ended up being infeasible for the subject property. He noted that the developments on the south side of Fox Creek Road that one speaker expressed concerns about were designed with hammerhead driveway turnarounds so they will not be backing out onto Fox Creek Road.

Vice Chair Beyer asked whether the City had considered lowering the speed limit on Fox Creek Road. Mr. Kothe explained that they have done speed studies on Fox Creek Road; the traffic count he cited previously is from a speed study conducted in 2022. They are working with the police department to monitor and enforce the speed limit and increase presence, but evidence is that the posted speed limits are appropriate at this time.

Vice Chair Beyer asked about the probability of the Fox Creek Road project being budgeted in the near future. Mr. Kothe explained the multi-tier funding structure

supporting the project, as well as a number of other important road improvements in the City, the complicating factors, and the estimated time to completion.

Chair Boyd inquired when the first home could be expected to be complete. Attorney Armstrong stated they would expect sometime in 2026.

Chair Boyd invited any additional speakers to present before the public hearing closed.

**Emily Karun** inquired about the density of the proposed development. She inquired whether an agricultural use would be possible.

Chair Boyd speculated that the answer would come down to economics but directed the applicant to answer the question. Attorney Armstrong responded that it does come down to economics, based upon the price of the land and to develop it.

**Keith Marxkors** stated that the only part of Fox Creek Road that is 4-lane is Oakland to Danbury; the rest of it is 2-lane. Little piece.

**Lori Farrar** (5 Lone Oak Court) stated her understanding that 54 people were notified of the hearing. She asserted that not notifying all of the surrounding communities and providing only two weeks' notice was insufficient. She explained that she has lived in the area for 25 years. She stated that Fox Creek Road outside of Pepper Ridge at Danbury is crumbling. Moving the entrance down is not going to help. She asked that the City promise to fix the roads and bridge like she has been requesting for 25 years. She stated that adding more houses does not make sense; existing residents should be considered. She asserted that the City does not care about Unit 5 since they were not in attendance at the hearing.

**Nathan Bassett** provided follow up questions. Trying to understand a 48-inch ditch and not taking out the bulk of the existing trees. He noted his preference for the animals and natural aspects of the drainage area and habitat removal that would result from the development of the existing greenspace on the subject property. He explained that no one uses Westwood Park; nearby residents opposed a proposal to put in a playground, which ultimately failed, and the City already mows the park so he questioned what the parkland money would be used to maintain. He asserted that no one uses the park because there is nothing there, and that is the way they would like to keep it. He expressed concern about adding a turn lane. He stated there was not police presence working to address speeding.

**Jason Karun** noted that he has not heard encouraging information regarding improvement of the traffic and road issues. He requested that City Engineering provide a realistic estimate of when a remedy can be expected to the disastrous condition of the roads.

**Kristen Techmanski** (38 Pebblebrook Court) stated that she had no idea this hearing was happening until she heard about it in a neighborhood chat room. She expressed

concerns regarding the timeline of increased traffic as compared to road improvements. She noted that Route 66 100-year celebration is coming up, in 2026, which will layer addition traffic down Beich Road on top of existing issues.

**Scott Beal** (14 Willowbend Court) stated that the existing trees are very important to him. He inquired whether trees on his lot would be removed or affected. He noted his agreement with the opposition. He noted that motorcycles go down his road at 100 MPH.

**Jay Smith** (13 Willowbend Court) stated disbelief that it is possible to build out the drainage area without removing all of the trees. He inquired whether the Assessor would reevaluate his property to reduce property taxes when the trees are removed, because he already pays too much and one of the selling points of his house will be gone.

**Matt Jamison** (2305 W Oakland Avenue) discussed existing traffic concerns on Oakland Avenue, including motorcycles and the blind turn near the cemetery. He discussed traffic incidents that have occurred in recent past. Noted he sees people cut through the neighborhood to get from Fox Creek to Six Points. He questioned why Tangle Oaks is not going through. He stated that the duplexes across the street have not sold [*note added: refers to corner of St Ivans and Fox Creek*] and speculated that townhouses would not sell either. He stated he wants more accountability by the City related to the Danbury area; if additional development is going to occur there need to be traffic upgrades.

Chair Boyd directed the Applicant to address the question related to tress and landscaping on private property. Attorney Armstrong stated they are not allowed to touch trees on private property. He explained that some trees may need to be removed to improve drainage but noted that the Applicant is willing to replant additional trees to improve screening. He recognized that it takes a while for trees to mature, but some removal is going to be necessary.

Chair Boyd asked the Applicant to address the concern raised related to reducing the street by three (3) feet. Mr. Finlen responded, explaining that the face-to-face width reduction is only for the interior, private streets, and is still wider than Code requires. The reduction has nothing to do with existing or public roadways.

Chair Boyd asked staff to address notification requirements and the ending of Tangle Oaks Road. Ms. Pemberton explained public notification requirements including publication of notice in the newspaper and by direct mail to property owners within 500 feet of the subject property. She noted that there are not requirements for notification of the school district or County at the Planning Commission level, but they do so anyway, as best practice. Unit 5 reached out to clarify the time and location of the hearing and she responded, so there is evidence of awareness of the proposal at the school district level. She advised that public hearings before the Zoning Board of Appeals have the same notice requirements.

Ms. Pemberton explained how the current dead-end condition of Tangle Oaks Road came to be, and that staff had encouraged the Applicant to retain the dead-end condition to protect the character of the existing neighborhood. She noted that testimony supported that desire from residents. Practical reasons related to cost and engineering exist also, but the choice was primarily related to protecting the existing rights and the character of the road and neighborhood.

Vice Chair Beyer requested that staff clarify the Commission's purview on the project, as reviewing the annexation and zoning, but not the site plan. Ms. Pemberton explained that if there is a direct relationship between the standards of consideration for an item, they are responsible for reviewing and something represented on the Concept Plan, then it may be discussed and associated via wider external impacts of the Concept Plan. However, the interior development of the site is not the purview of the Planning Commission, and the Zoning Board of Appeals will be reviewing the Special Use Permit.

Chair Boyd closed the public hearing.

Commissioner Lewis stated he lives in Fox Creek, a few blocks from the proposed development, and wanted to clarify whether that was a conflict of interest. George Boyle, Assistant Corporation Counsel stated he doesn't see a clear conflict of interest. He inquired whether Commissioner Lewis was connected in any financial way to the development, or any competing development. Commissioner Lewis responded in the negative. Mr. Boyle asked whether he thought his proximity precludes him from voting fairly. Commissioner Lewis answered in the negative.

Chair Boyd asked whether private streets only need sidewalk on one side. Ms. Pemberton stated that private streets have different standards, and many have sidewalk only on one side. She mentioned that some private streets have combination sidewalk-rolled curb, or no sidewalk, which is not preferred so the Agreement specifies a sidewalk shall be required on at least one side of all private roads.

Chair Boyd stated that this property does not match his definition of "infill" but he does view it as efficient expansion since all the infrastructure is in place. He recognized the level of neighborhood opposition to the proposal, but also recognized the desperate need for housing in the community. He noted that the type of housing proposed is an efficient use of land and improvement of tax base. He requested that staff reiterate, for the public, any additional opportunities to speak on the project.

Ms. Pemberton explained that the Zoning Board of Appeals will hear the Special Use Permit on October 16, 2024. An additional public hearing on the Annexation Agreement will be held before City Council; that is expected to occur on October 28, 2024.

Chair Boyd stated the key is whether the City is making optimal use of the infrastructure that is in place, and whether it affects the public as related to the standards for consideration. He asked whether staff had a recommendation on the order in which they take the motions.

Mr. Boyle recommended that the zoning be considered first, but either way may be reasonable. Ms. Pemberton echoed the preference for addressing the zoning item first.

Vice Chair Beyer stated that evaluating the case is challenging for her. She has heard a lot of traffic concerns which are real, but the expert City Engineer has provided data and an evaluation that this development will not result in an unreasonable burden.

**Commissioner Beyer made a motion, seconded by Commissioner Peradotti, to 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.**

**Chair Boyd directed the clerk to call roll:**

**AYES:** Boyd; Amour; Peradotti; Beyer

**NAYS:** Lewis; Muehleck; Cullen

**Motion passed.**

**Commissioner Beyer made a motion, seconded by Commissioner Lewis, to 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.**

**Chair Boyd directed the clerk to call roll:**

**AYES:** Boyd; Lewis; Amour; Muehleck; Peradotti; Beyer; Cullen

**Motion passed.**

## **New Business**

None

## **Adjournment**

**Commissioner Beyer made a motion, seconded by Commissioner Cullen, to adjourn the meeting.**

**Chair Boyd directed the clerk to call roll:**

**AYES:** Boyd; Lewis; Amour; Muehleck; Peradotti; Beyer; Cullen

**Motion carried (viva voce).**

The Meeting Adjourned at 5:41 PM

## **CITY OF BLOOMINGTON**

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Justin Boyd, Chair

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Alissa Pemberton, Staff Liaison



**REGULAR AGENDA ITEM NO. 4.B.**

**FOR PLANNING COMMISSION:** January 8, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT:** Consideration and action to approve the Minutes of the December 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:**

[Draft PC Minutes 2024-12-04](#)



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

The Planning Commission convened in regular session at 4:18 PM, December 4, 2024. Chair Justin Boyd called the meeting to order.

**Roll Call**

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

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

**Public Comment**

There was no public comment provided.

Chair Boyd announced that, due to lack of quorum, no action could be taken and the items on the agenda would be postponed until the next Regular Meeting on January 8, 2025.

**Adjournment**

The Meeting Adjourned at 4:21 PM

**CITY OF BLOOMINGTON**

Justin Boyd, Chair

Alissa Pemberton, Staff Liaison



**REGULAR AGENDA ITEM NO. 5.A.**

**FOR PLANNING COMMISSION:** January 8, 2025

**WARD IMPACTED:** City-Wide Impact

**SUBJECT: Z-14-24** - Public hearing, review, and action on a request initiated by the City of Bloomington, for the approval of text amendments, modification and additions to the Zoning Code of the City of Bloomington, Illinois (Chapter 44 of the Bloomington City Code, 1960), relating to the creation of translation zoning for annexed properties.

**RECOMMENDED MOTION:** Motion 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.

**STRATEGIC PLAN LINK:**

- Goal 1. Financially Sound City Providing Quality Basic Services
- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:**

- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** The City of Bloomington is seeing increased interest in annexation of contiguous and wholly bounded properties. Most of those are interested in continuing use in the same or similar manner, but with access to municipal services and/or increased coordination with nearby developing properties. Each annexation currently requires the adoption of an Annexation Agreement, including Zoning Map Amendment to identify zoning upon annexation, even if the intent is to maintain the status quo within City jurisdiction. This is particularly burdensome for already-developed properties that request annexation for access to public water or have been asked to annex as part of adjacent public improvements.

When land is annexed into any community, Illinois State law allows the community to create an automatic zoning classification for those properties. The initial default zoning may be designated by establishing the classification in the Zoning Ordinance. Other communities in Illinois have already adopted similar ordinances changing the default zoning upon annexation. In combination with amendments to Chapter 8.5 of the City Code (Annexations), the proposed text amendments provide a streamlined path for the annexation of properties that frequently already function as if within City limits, but do not benefit from City services or pay City property taxes.

**The Planning Commission meeting of December 4, 2024, was unable to be held due to lack of quorum, and review of this item was postponed to a date-certain of January 8,**

**2025. No additional notice is required.**

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

Notice was published in *The Pantagraph* on Tuesday, November 12, 2024.

**FINANCIAL IMPACT:** Increased property tax revenue through the addition of new land; recoup of sunk infrastructure costs through payment of tap-on fees; reduced staff time and customer/publication fees for case processing.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

**ATTACHMENTS:**

[Z-14-24 Text Amendments Staff Report](#)

[Attachment 2 - Proposed Amendments to \(Ch. 44\) the Zoning Code of the City of Bloomington, Illinois](#)

[Attachment 3 - Draft Replacement for Ch. 8.5 \(Annexations\)](#)



## PLANNING COMMISSION

**TO:** Planning Commission

**FROM:** Development Services Department

**DATE:** December 4, 2024 REISSUED January 8, 2025

**CASE NO:** Z-14-24, Text Amendments

**REQUEST:** Public hearing, review, and action on a request initiated by the City of Bloomington, for the approval of text amendments, modifications and additions to the Zoning Code of the City of Bloomington, Illinois (Chapter 44 of the Bloomington City Code, 1960), relating to the creation of translation zoning for annexed properties.

### BACKGROUND

#### *Current Condition*

The City of Bloomington is seeing increased interest in annexation of contiguous and wholly bounded properties. Most of those are interested in continuing use in the same or similar manner, but with access to municipal services and/or increased coordination with nearby developing properties. Each annexation currently requires the adoption of an Annexation Agreement, including Zoning Map Amendment to identify zoning upon annexation, even if the intent is to maintain the status quo within City jurisdiction. This is particularly burdensome for already-developed properties that request annexation for access to public water or have been asked to annex as part of adjacent public improvements.

The responsibility of the Planning Commission during the existing Annexation process is to conduct a public hearing, and establish findings of fact, on the appropriateness of the requested zoning upon annexation. However, properties under County jurisdiction are not absent of zoning or property rights. Typically that zoning is not dissimilar from the existing conditions surrounding the subject property. If a property is proposed to continue operation in a similar manner inside City limits, then requiring an arduous legal process for annexation is unnecessary and may act as a deterrent. Incorporation may benefit surrounding properties as potential negative externalities may be reduced under City Code. Any compliance concerns of existing residents can be handled more directly once the property is incorporated.<sup>1</sup>

#### *Proposed Solution*

When land is annexed into any community, Illinois State law allows the community to create an automatic zoning classification for those properties.<sup>2</sup> The initial default zoning may be designated by establishing the classification in the Zoning Ordinance. Other communities in Illinois have already adopted similar ordinances changing the default zoning upon annexation.<sup>3</sup> Amending the default zoning upon annexation, based upon the existing zoning classification outside of City jurisdiction is commonly referred to as "translation zoning." The four (4) properties annexed in 2023 and 2024 all resulted in zoning upon annexation that would comply with the proposed translation zoning, and another four (4) prospective agreements would result in the same.<sup>4</sup>

<sup>1</sup> In general, city zoning codes are designed to regulate developed uses in closer proximity and so tend to be more "cautious" about negative externalities and intensive use restrictions that the zoning codes of rural counties.

<sup>2</sup> 65 ILCS 5/7-1-47. Automatic zoning classification.

<sup>3</sup> Westmont, IL Ord. No. 23-006, § 2, 1-12-2023; Mahomet, IL Ord. No. 09-04-02

<sup>4</sup> See cases Z-12-23, Z-05-24, Z-06-24

In addition to proposed “translation zoning” from existing County Zoning Districts to City Zoning Districts, staff asserts that Public Interest Districts may be appropriately pre-assigned, based upon ownership by units of Local Government that they are designed to indicate and aid. “Government Services and Facilities” uses are already permitted by right in all City zoning districts; application of the P-2 (Public Lands and Institutions) District to property that is (semi)permanently intended for such is more beneficial to the public than the property owner, as it provides clear indication of the intent and character of the subject property. Property owned by the Central Illinois Regional Airport Authority (CIRA) is highly regulated by the FAA and the P-3 (Airport) District has a large setback and additional transitional buffer yards if adjacent to residential districts.<sup>5</sup>

Development standards applicable to Public Interest Districts already include a reversion to R-1A upon discontinuance of use for P-1 or P-2 lands, but the trigger is difficult to track, the process is unclear, and the R-1A District would rarely be the preferred district for reversion, based upon the City’s adopted Future Land Use Map.<sup>6</sup> Tying a commitment for a Zoning Map Amendment application to the deed of a subject property will improve clarity of the trigger for change in instances where the property is annexed by a governmental entity, as well as improve transparency for prospective and/or future property owners.

In combination with amendments to Chapter 8.5 of the City Code (Annexations), the proposed text amendments provide a streamlined path for the annexation of properties that frequently already function as if within City limits, but do not benefit from City services or pay City property taxes.

*Notice*

Notice was published in The Pantagraph on Tuesday, November 12, 2024. The Planning Commission meeting of December 4, 2024, was unable to be held due to lack of quorum, and review of this item was postponed to a date-certain of January 8, 2025. No additional notice is required.

**STANDARDS FOR REVIEW**

The Planning Commission (PC) shall hold at least one public hearing on any proposed text amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that all Standards of Approval in § 44-1706E and discussed below are met.

- 1. The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.**

The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit development and consistency of City boundaries and services, while providing a streamlined process for annexation—particularly of already developed properties—when other entitlements are not requested as part of the annexation. As it stands, the process of annexation is long and costly, which is a deterrent to smaller properties or properties where the property owner does not see a proactive reason to annex. Immediately adjacent properties may be of strategic importance to the City for purposes like gaining right-of-way, access to public infrastructure, or contiguity, and the existence of an easy path to annexation will reduce the expense of acquiring those benefits. **Standard is met.**

- 2. The extent to which property values are diminished by the proposed particular zoning restriction.**

Property values should not be diminished by any of the proposed amendments. In fact, certain property values may increase as burdensome legal processes are replaced with appropriate pre-

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<sup>5</sup> § 44-703A & § 44-704A

<sup>6</sup> § 44-1705

vettted zoning compliance, and components in many of our existing Annexation Agreements (engineering components, infrastructure extension, etc.) can be handled through Development Agreements that do not expire, as Annexation Agreements do. Property rights already exist on the subject properties by virtue of classification under the County Zoning Code, and any request and granting of additional/more intensive development rights would still require a zoning map amendment as those cases would not result in requests for equivalent “translation zoning.” **Standard is met.**

**3. The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.**

There is not expected to be a decrease in property values due to the proposed amendments. The amendments are designed to streamline existing processes and reduce the amount of coordination required for appropriate urban servicing. **Standard is met.**

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

The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or Policies:

- N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); and,
- N-1.2d (Identify and eliminate the barriers for infill development); and,
- H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); and,
- ED-1.2h (Promote regeneration area infill sites on the west side of Bloomington to take advantage of existing infrastructure and attract quality jobs closer to residents); and,
- ED-4.1d (Ensure availability of ready-to-build sites with sufficient support infrastructure and services needed to meet the demand for new commercial and industrial growth, such as those in the enterprise zone); and,
- ED-4.5 (Identify and reduce barriers for local growth and economic development); and,
- TAQ-1. (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), multiple objectives; and,
- TAQ-3. (Air transportation serves the needs of local and regional residents and businesses to connect regionally, nationally and internationally); and,
- CF-1. (Continue to provide quality public facilities and services), multiple policies.

**Standard is met.**

**5. Whether the City needs the additional types of uses or development allowed by the proposed amendment.**

The City needs an easier process for annexing contiguous properties in cases where annexation is mutually beneficial and, operationally, the status quo is the desired outcome for the property. We cannot afford the ongoing loss of property tax revenue and/or planned tap-on fees due to the level of burden presented by the process itself. In addition, community members who seek annexation for access to city services are frequently frustrated with the complexity of review for a change in jurisdiction, which is more akin to a real estate transaction than a development proposal. **Standard is met.**

## **RECOMMENDATION**

Staff finds that the application generally meets the standards for text amendments and recommends its approval. Staff recommends that the Commission take the following actions:

Motion 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.

Respectfully Submitted,  
Planning Division Staff

### Attachments:

1. Comparison chart of McLean County to City of Bloomington Zoning Districts
2. Proposed Amendments to (Ch. 44) the Zoning Code of the City of Bloomington, Illinois
3. Proposed Amendments to City of Bloomington (Ch. 8.5) Annexations ordinance

Attachment 1 - Comparison chart of McLean County to City of Bloomington Zoning Districts

County Zoning District	Intent	City Zoning District	Intent
<p style="text-align: center;"><b>A (Agriculture)</b></p>	<p>To accomplish the following objectives: (1) Promote the <u>use of agricultural land</u> that is most suitable for farming activities; (2) <u>Protect</u> the value of agricultural land <u>from</u> indiscriminate incompatible and <u>conflicting land uses</u>; (3) <u>Conserve and protect</u> open space, wooded areas, streams, mineral deposits and other <u>natural resources</u> from incompatible land uses and provide for their timely utilization; (4) Provide for the location and govern the establishment and operation of <u>land uses which are compatible with agriculture</u> and are of such a nature that their location away from residential, commercial and industrial areas is most desirable; (5) Provide for the location and govern the establishment and use of residential uses that are accessory to and necessary for the conduct of agriculture; (6) Provide for the location and govern the establishment and use of <u>limited non-farm dwellings</u>. § 350-35A</p>	<p style="text-align: center;"><b>A (Agriculture)</b></p>	<p>To govern the use of land, buildings, and structures within areas of the City where soil, topographic, and other conditions are best suited for the <u>pursuit of agriculture</u> or where <u>essential community facilities or utilities do not yet or are not reasonably expected to serve</u> the property. These regulations are further intended to provide for the <u>protection and conservation of natural resources</u>, to prevent or <u>minimize conflicts</u> between agriculture and non-agricultural land uses; act as a holding zone for annexed land prior to timely development; and to <u>facilitate orderly and efficient urban development</u> by preventing a scattered and indiscriminate pattern of urban growth. § 44-301</p>
<p style="text-align: center;"><b>R-1 (Single Family Residential)</b></p>	<p>To provide <u>low-density single-family dwelling use</u> and to allow certain public facilities. It is intended that no uses be permitted within the R-1 District that will tend to devalue property for residential purposes or interfere with the health, safety, order or general welfare of persons residing in the district. The provisions of the R-1 District are also intended to control density of population and provide</p>	<p style="text-align: center;"><b>R-1A (Single-Family Residence)</b></p>	<p>To provide for the establishment of areas characterized by <u>large lot single-family dwelling units</u> for occupancy by families, and related recreational, religious, and cultural facilities that serve the immediately surrounding residents, as well as those living in the district. The R-1A district provides for approximately two dwelling units per acre. § 44-401A</p>

County Zoning District	Intent	City Zoning District	Intent
	adequate open space around buildings and structures in the district to accomplish these purposes. § 350-36A		
<p align="center"><b>R-1 (Single Family Residential)</b></p>	<p>To provide <u>low-density single-family dwelling use</u> and to allow <u>certain public facilities</u>. It is intended that no uses be permitted within the R-1 District that will tend to devalue property for residential purposes or interfere with the health, safety, order or general welfare of persons residing in the district. The provisions of the R-1 District are also intended to control density of population and provide adequate open space around buildings and structures in the district to accomplish these purposes. § 350-36A</p>	<p align="center"><b>R-1B (Single-Family Residence)</b></p>	<p>To provide primarily for the establishment of areas characterized by <u>moderate sized lots and single-family detached dwelling units</u> for occupancy by families. In addition to these dwelling units, <u>related recreational, religious, and cultural facilities</u> intended to serve the immediately surrounding residents are allowed where such facilities are found to be compatible with surrounding residential development. The R-1B district allows densities of up to approximately six dwelling units per acre. § 44-401B</p>
<p align="center"><b>R-1 (Single Family Residential)</b></p>	<p>To provide low-density <u>single-family dwelling use</u> and to <u>allow certain public facilities</u>. It is intended that no uses be permitted within the R-1 District that will tend to devalue property for residential purposes or interfere with the health, safety, order or general welfare of persons residing in the district. The provisions of the R-1 District are also intended to control density of population and provide adequate open space around buildings and structures in the district to accomplish these purposes. § 350-36A</p>	<p align="center"><b>R-1C (Single-Family Residence) District</b></p>	<p>To provide primarily for the establishment of areas of <u>higher density single-family detached dwelling units</u> while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed. This district may be applied to newly developing areas as well as the older residential areas of the City where larger houses have been or can be converted from single-family to two-family residences to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization. § 44-401C</p>
<p align="center"><b>R-2 (Two-Family Residential)</b></p>	<p>The intent of the R-2 Two-Family Residential District is to provide for <u>moderate-density residential development, including two-family and higher-density single-family dwellings</u>, in a manner which will encourage</p>	<p align="center"><b>R-2 (Mixed Residence)</b></p>	<p>To accommodate development characterized by a mixture of housing types at a <u>high single-family and a low multiple-family dwelling unit density</u>. Densities of up to approximately 13 dwelling units per acre are allowed. This district allows for</p>

County Zoning District	Intent	City Zoning District	Intent
	a strong residential neighborhood. § 350-37A		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
<b>C (Commercial)</b>	To provide for the specialized types of <u>service business and commercial establishments</u> which, due to their function and methods of operation, are permitted uses only in this district. The Commercial District is intended to be located in areas fronting a segment of a highway providing convenient access and where the <u>business establishments cater to highway traffic.</u>	<b>B-1 (General Commercial)</b>	To facilitate the development of <u>community and regional commercial</u> areas. Customers in this district will <u>generally use a motor vehicle to reach a desired establishment.</u> The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for <u>large volumes of shoppers;</u> site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. § 44-501A
<b>M-1 (Restricted Manufacturing)</b>	To permit a mix of <u>light industrial uses that are not obnoxious</u> due to appearance, noise, emissions, or odor, as well as <u>office and limited retail commercial uses</u> in planned industrial park settings. Uses within this district <u>shall not require intensive land coverage</u> and shall be compatibly developed with adjacent districts through site plan review. § 350-39A	<b>M-1 (Restricted Manufacturing)</b>	To provide for industrial, warehouse, storage and transfer service uses with an <u>absence of objectionable external effects</u> 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 <u>limiting development to low industrial densities.</u> Just as industrial uses are excluded

County Zoning District	Intent	City Zoning District	Intent
			from residential areas to promote public health, safety, and welfare, so are residential subdivision developments excluded from this district. § 44-601A
<p align="center"><b>M-2 (General Manufacturing)</b></p>	<p>For the purpose of allowing <u>basic or primary industries which are generally not compatible with residential and/or commercial activity.</u> Certain extremely obnoxious or hazardous uses will require special permission to locate in this district. § 350-40A</p>	<p align="center"><b>M-2 (General Manufacturing)</b></p>	<p>To provide for the more intense types of industrial and manufacturing uses which <u>generally exhibit higher levels of objectionable external effects.</u> This district should not be located adjacent to residential districts, and its contiguity to commercial and business areas should, wherever possible, be avoided. Uses permitted in this district will provide for those <u>basic industries needed</u> to expand employment opportunities within the City. § 44-601B</p>
<p align="center"><b>(N/A) Owned by the City, BNWRD, Unit 5, or District 87</b></p>	<p>“Government Services and Facilities” are permitted by right in all City zoning districts.</p>	<p align="center"><b>P-2 - Public Lands and Institutions District</b></p>	<p>To allow for the establishment and maintenance of <u>public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest.</u> The creation of such a district shall be provided for parcels of substantial size where such community serving uses are necessary in order that adequate community services may be rendered and where, through proper site selection and planning, such uses are compatible with the surrounding area.</p>
<p align="center"><b>(N/A) Owned by Central Illinois Regional Airport Authority</b></p>		<p align="center"><b>P-3 - Airport District</b></p>	<p>To allow for the <u>establishment and maintenance of airports, heliports, and landing fields</u> and to promote the compatible usage of land adjacent to such facilities.</p>

**Exhibit A**

Amendments to the Zoning Code of the City of Bloomington, Illinois [Chapter44]

(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

**§ 44-201 [Ch.44, 2-1] Establishment of districts**

...

C. Zoning upon annexation. All land which may be incorporated into the zoning jurisdiction of the City of Bloomington, whether through annexation or otherwise, shall, unless a valid annexation agreement in effect at the time of annexation provides otherwise, be assigned as follows:

- (1) Automatic classification. Privately held properties shall be classified from the present or most recent classification under the Zoning Ordinance of McLean County, Illinois, to a corresponding classification under the Zoning Code of the City of Bloomington, in accordance with Table X.

<u>Table X</u>	
<u>McLean County Zoning District</u>	<u>City of Bloomington Zoning District</u>
<u>A - (Agriculture) District</u>	<u>A – (Agricultural) District</u>
<u>R-1 – (Single-Family Residential) District</u>	<u>Lowest density R-1 District that does not result in the creation of nonconforming lot sizes upon annexation, or R-1C if nonconforming lots can not be avoided</u>
<u>R-2 – (Two-Family Residential) District</u>	<u>R-2 - (Mixed Residence) District</u>
<u>C - (Commercial) District</u>	<u>B-1 – (General Commercial) District</u>
<u>M-1 – (Restricted Manufacturing) District</u>	<u>M-1 - (Restricted Manufacturing) District</u>
<u>M-2 – (General Manufacturing) District</u>	<u>M-2 – (General Manufacturing) District</u>

- (2) Public Interest Districts. Upon annexation, properties owned by the City of Bloomington or other units of local government, excluding the Central Illinois Regional Airport Authority, may be automatically classified in accordance with Table X, or to the P-2 (Public Lands and Institutions) District. Properties owned by the Central Illinois Regional Airport Authority may be automatically classified in accordance with Table X, or to the P-3 (Airport) District. Automatic classification to either of these Districts shall require a deed restriction triggering a Zoning Map Amendment out of the Public Interest District classification prior to the sale or long-term lease of the subject property to an entity that is not another unit of local government.

(3) Map Amendment. Upon application for a zoning map amendment as provided in Article XVII of this Chapter, the City Council may zone property proposed for annexation to any other zoning classification upon annexation.

...

**§ 44-204 [Ch.44, 2-4] Forcibly annexed and reverted public lands**

The following shall apply to all property which is hereafter annexed by the City or any publicly owned land which is transferred to private ownership.

- A. All property hereafter forcibly annexed to the City and without further action of the City Council, shall ~~automatically assume the classification of A—Agricultural District~~ be classified in accordance with § 44-201 Table X (Establishment of districts) of this Chapter 44 unless otherwise classified by a Zoning Map Amendment as provided in Article XVII of this Code.

...

**§ 44-1616 [Ch. 44, 16-16] Definitions "O."**

**OTHER UNITS OF LOCAL GOVERNMENT**

The Central Illinois Regional Airport Authority; the Bloomington and Normal Water Reclamation District; and Community Unit School District No. 5, McLean and Woodford Counties, Illinois, or the Board of Education, Bloomington School District No. 87, a Special Charter District.

## Exhibit A

The text below shall replace the existing text of Chapter 8.5 of The Code of the City of Bloomington, Illinois, 1960

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### Chapter 8.5 Annexations

#### ARTICLE I - Policy and Definitions

##### § 8.5-101. [Ch. 8.5, Sec. 101] Policy.

It is hereby established as the policy of the City of Bloomington that all property hereafter annexed to the City of Bloomington shall be annexed in a manner consistent with preserving the ability of other units of local government to adequately serve the needs of the residents of Bloomington and the Bloomington-Normal area.

##### § 8.5-102. [Ch. 8.5, Sec. 102] Definitions.

As used in this chapter, the following words shall have the meaning shown in this section:

**ANNEXATION** — The act or process of adding territory to the City of Bloomington, by an ordinance, a court order, or other legal action, resulting in a change of corporate limits. Includes all methods of annexing property to the City of Bloomington described in Article 7, Division 1, of the Illinois Municipal Code.<sup>1</sup>

**ANNEXATION AGREEMENT** — Any agreement described and authorized by Section 11-15.1-1 et seq. of the Illinois Municipal Code.<sup>2</sup>

**ANNEXATION PETITION** — A written request to annex land into the City of Bloomington which includes: 1) a declaration of ownership or sufficient proprietary interest to make decisions regarding the subject land, 2) the legal description of the land to be annexed, 3) the existing zoning classification outside the City of Bloomington, 4) the requested City of Bloomington zoning classification to be assigned upon annexation, and 5) additional references and exhibits, as appropriate. Examples of additional references and exhibits include, but are not limited to: annexation plats, annexation agreements, utility agreements, list of electors and signatories within the area requested for annexation.

**OTHER UNITS OF LOCAL GOVERNMENT** — The Central Illinois Regional Airport Authority; the Bloomington and Normal Water Reclamation District; and the Community Unit School District No. 5, McLean and Woodford Counties, Illinois, or the Board of Education, Bloomington School District No. 87, a Special Charter District.

**WHOLLY BOUNDED** — A property characteristic: the condition of being wholly surrounded by already incorporated property(s). Includes all methods of wholly bounding described in Article 7, Division 1, of the Illinois Municipal Code.<sup>3</sup>

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<sup>1</sup> Editor's Note: See 65 ILCS 5/7-1-1 et seq.

<sup>2</sup> Editor's Note: See 65 ILCS 5/11-15.1-1 et seq.

<sup>3</sup> Editor's Note: See 65 ILCS 5/7-1-13 et seq.

**ARTICLE II - Annexation Requirements and Procedure**

**§ 8.5-201. [Ch. 8.5, Sec. 201] Annexation agreements.**

Any property within the Extraterritorial Jurisdiction of the City of Bloomington may be the subject of an Annexation Agreement that meets the requirements of this chapter.

Annexation may be pursued without an Agreement if the subject property is contiguous, will be annexed in compliance with § 44-201 [Establishment of districts], and:

- A. All property owners and at least 51% of electors desire to be annexed, pursuant to Article 7, Division 1, of the Illinois Municipal Code;<sup>4</sup> or
- B. The property is being annexed without the consent of the owners or occupant thereof pursuant to Article 7, Division 1, of the Illinois Municipal Code;<sup>5</sup> or
- C. The property is wholly bounded and is not requesting or receiving any incentives at the time of annexation; or
- D. The property is already developed and is either annexing for the purposes of accessing public utilities or annexing at the request of the City; or
- E. The property is owned by the City of Bloomington.

**§ 8.5-202. [Ch. 8.5, Sec. 202] Contents of agreement.**

- A. Each Annexation Agreement shall contain (if the property to be annexed to the City is not a part of all of the other units of local government) a provision stating either:
  - (1) That petitions for annexation will be filed with such other units of local government and diligently pursued to a final decision; or
  - (2) Petitions will be filed to annex such property to such other units of local government and diligently pursued to a final decision within 90 days of the date of notification by such other units of local government that such property meets the statutory qualifications for annexation to such other units of local government.
- B. Annexation agreements may contain any other provision not prohibited by law.
- C. Public hearings on all actions in an annexation agreement that are required by law to occur after public hearing, such as rezoning, shall take place prior to approval of the agreement.

**§ 8.5-203. [Ch. 8.5, Sec. 203] Annexation Agreement Procedure.**

- A. Filing. All annexation agreements must be filed with the City in sufficient time to be included on the agenda of the Council Meeting at which it will be first considered. Persons desiring to annex property to the City of Bloomington shall furnish to the City the following:
  - (1) Proof of ownership or sufficient proprietary interest. Where the owner is not the applicant, the applicable review official shall require an applicant to present evidence that the applicant is a duly authorized agent of the owner or has sufficient proprietary

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<sup>4</sup> Editors Note: See 65 ILCS 5/7-1-8 et seq.

<sup>5</sup> Editor's Note: See 65 ILCS 5/7-1-1 et seq.

## Replacement of Chapter 8.5 **Annexations**

interest, such as a contract to purchase;

- (2) A complete legal description of the subject property;
- (3) Evidence of consultation, as required by the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act;

- B. Fees. Each annexation agreement shall be accompanied by a filing fee as set forth in the Schedule of Fees which shall be nonrefundable unless said agreement is withdrawn prior to the time any notices are published or staff meetings held thereon. In addition to the filing fee cited herein, the applicant shall be responsible for paying the City for the cost of publishing the public notice of the public hearing on any annexation agreement filed with the City by such applicant. The applicant shall pay such cost to the City prior to the public hearing on such application. Failure to pay such cost prior to the public hearing shall result in the cancellations of such hearing. In addition, Annexation fee may be required as set forth in § 8.5-206 [Fees to be paid as a condition of annexation to the city]; these may be due at the time of annexation or deferred as described in the subject annexation agreement.
- C. Notices. Public hearings and actions required under this chapter shall comply with the notice requirements of § 44-1705 [Notice and public hearings] of the City Code as well as the relevant sections of the Illinois Municipal Code. Notices required to be given by Section 7-1-1 of the Municipal Code<sup>6</sup> shall be given not less than 10 days prior to the City Council meeting at which such agreement is first considered. No annexation agreement will be considered by the City Council unless such notice is given.
- D. First meeting. The City shall schedule the first meeting that such agreement will be considered by the Bloomington Planning Commission or the City Council as soon as possible after receipt of such agreement unless such agreement is withdrawn or found by the City Corporation Counsel to be legally deficient.
- E. Action by Planning Commission. The Planning Commission shall conduct a public hearing on any annexation agreement that includes a proposed amendment(s) to the Official Zoning Map for the City of Bloomington, McLean County, if not in compliance with § 44-201 [Establishment of districts], and shall recommend the adoption of such amendment unless the Commission finds that such amendment is not in the public interest or is solely for the benefit of the person requesting such amendment. The Planning Commission shall also make a recommendation(s) on any provisions included in such agreement which may impact the ability of Permitted or Special Uses, as approved within the proposed Zoning, to be enacted or enforced within the context of the Zoning Code of the City of Bloomington.

In making such a finding the Planning Commission may consider the standards for consideration for zoning map amendments, as iterated in § 44-1706E(2)(a) of the City Code, as well as the extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article I, of the Bloomington City Code – 1960 (Zoning).

- F. Action by City Council. The City Council, shall conduct a public hearing on all annexation agreements, and shall approve or reject the Agreement, as written or with modifications, on the basis of:

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<sup>4</sup> Editor's Note: See 65 ILCS 5/7-1-1

## Replacement of Chapter 8.5 **Annexations**

- (1) The facts presented at the public hearings; and
  - (2) The recommendations of the Planning Commission, if provided; and
  - (3) The recommendations of the City Staff.
- G. Final action. Approval shall be by resolution authorizing the Mayor and City Clerk to execute the agreement on behalf of the City and shall require a vote of at least two-thirds of the corporate authorities, including the Mayor.<sup>7</sup> If modifications are a condition of the approval of the agreement, such modifications need not be made at that time. Execution of the agreement may occur at any time after required modifications are made; such agreement as modified shall be printed in the Minutes of the first Council Meeting following execution.
- H. Following adoption and execution of any approved annexation agreement, and receipt of an appropriate recording fee as determined by the Recorder of Deeds, the City Clerk shall cause to be recorded on all directly affected parcels, in the office of the Recorder of Deeds of McLean County, a complete and certified copy of the approving Resolution, adopted Annexation Agreement including all exhibits, and any supporting covenants, deeds, restrictions, or documents necessary to further the explanation of provisions included therein.

### § 8.5-204. [Ch. 8.5, Sec. 204] **Annexation Petition Procedure.**

- A. Persons desiring to annex property to the City of Bloomington shall furnish to the City the following:
- (1) Completed petition for annexation, including legal description of the property to be annexed;
  - (2) One (1) high resolution PDF version of the annexation plat;
  - (3) Affidavit of notice to any fire protection district and, if applicable, to any Township Highway Commissioner and Board of Trustees of the township from any of which the property is proposed to be disconnected as required by Section 7-1-1 of the Municipal Code<sup>8</sup>;
  - (4) The real estate index number of the property, area thereof, most recent equalized assessed valuation of the property to be annexed and the last year's real property tax levied by the rural township on the property, both for corporate purposes and for road and bridge tax;
  - (5) Any additional items required by an executed annexation agreement, should one exist for the subject property.
- B. No Annexation request will be acted upon by the City Council unless such information is furnished by the Petitioner.
- C. Upon adoption of an annexing ordinance, the applicant shall provide to the City two (2) Mylar copies and one (1) digital copy of the the final adopted annexation plat in CAD format. Data should be georeferenced to the project area using Projected Coordinate System: NAD 1983 HARN StatePlan Illinois East FIPS 1201 (US Feet) WKID 3443.

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<sup>7</sup> Editor's Note: See 65 ILCS 5/11-15.1-3.

<sup>8</sup> Editor's Note: See 65 ILCS 5/7-1-1.

**§ 8.5-205. [Ch. 8.5, Sec. 205] Automatic Zoning Classification**

Any property annexed to the City of Bloomington that is not the subject of an Annexation Agreement shall be automatically classified, upon annexation, to the City zoning district most closely equivalent to the existing or most recent zoning classification assigned under the jurisdiction of McLean County, Illinois, in compliance with § 44-201 [Establishment of districts].<sup>9</sup>

**§ 8.5-206. [Ch. 8.5, Sec. 206] Fees to be paid as a condition of annexation to the City.**

- A. As a condition of annexing property into the corporate limits of the City of Bloomington, property shall be subject to the fees as set forth in the Schedule of Fees, unless such fees are waived or modified by Annexation Agreement.
- B. The fees constitute the City's estimation of services rendered by the City of Bloomington for newly annexed property. The fees are calculated on a per lot basis for Single-Family, Mixed Residence, and Downtown Neighborhood Residence District lots, and on a square foot basis for other Residential and all Commercial District lots. Parcels submitted as Planned Unit Developments shall also be calculated on a square foot basis. Lots zoned as a Public Interest District shall not be subject to the annexation fees established in this section, unless said property is sold or long-term leased by the owner, in which case annexation fees shall be paid on a square footage basis at the time of the execution of such sale or lease.
- C. In calculating the area subject to annexation fees, areas to be used for required landscaping or retention/detention basins shall not be used in such calculation.

**ARTICLE III - Water Service Agreements**

**§ 8.5-301. [Ch. 8.5, Sec. 302] Application.**

All agreements whereby the City of Bloomington agrees to furnish water to unincorporated properties located outside the corporate limits of the City of Bloomington entered into after the date of this Ordinance, shall be subject to the requirements of this chapter.

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<sup>9</sup> Editor's Note: See 65 ILCS 5/7-1-47



**REGULAR AGENDA ITEM NO. 5.B.**

**FOR PLANNING COMMISSION:** January 8, 2025

**WARD IMPACTED:** Ward 7

**SUBJECT: Z-12-24** - Public hearing, consideration, and action on a request by BBig Solar, LLC, for an **Annexation Agreement and Zoning Map Amendment**, to the City A (Agriculture) District upon annexation, pertaining to property generally located at the western terminus of Lutz Road, consisting of approximately 17.0 acres (part of PIN: 21-20-100-006).

**RECOMMENDED MOTION:** Motion to establish findings of fact that the request for **approval** of the proposed Zoning Map Amendment to the A (Agriculture) 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 to allow improvement or development of uses permitted within A (Agriculture) District zoning. The subject property consists of approximately 17.0 acres of vacant County-zoned R-1 (Single-Family Residential) District land, located at the western terminus of Lutz Road.

**Summary of the Request:**

- Upon annexation, the requested zoning for the property is City "A (Agriculture) District" and is appropriate for this property that is accessible by an existing road, but not currently serviceable with public water and sewer
- 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 and building process(s)
- No requests or approval for waivers or variances are included in the Agreement

The 2035 Comprehensive Plan Future Land Use Map identifies this area as "Future" in the Emerging Areas. The Land Use Priorities Map identifies this as "Future Use", referred to as "Land not contiguous to incorporated area and without access to City services," which no

longer holds true.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Thursday, December 12, 2024. Courtesy notices were mailed to 11 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 does not exempt tap-on fees, substandard road fees, and parkland dedication that 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.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

**ATTACHMENTS:**

[Z-12-24 Staff Report](#)

[Z-12-24 Draft BBig Lutz Annexation Agreement](#)

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**TO:** Planning Commission

**FROM:** Development Services Department

**DATE:** January 8, 2024

**CASE NO:** Z-12-24, Annexation Agreement & Zoning Map Amendment

**REQUEST:** Public hearing, consideration, and action on a request submitted by BBig Solar, LLC, (2405 Fox Creek Road), for approval of an Annexation Agreement and Zoning Map Amendment, to the City A (Agriculture) upon annexation, pertaining to property generally located at the western terminus of Lutz Road, consisting of approximately 17.01 acres (Part of PIN: 21-20-100-006).

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**BACKGROUND**

*Request*

The Applicant seeks approval of an Annexation Agreement and Zoning Map Amendment to incorporate the property to facilitate the construction of a Solar Energy Conversion Facility as an interim use, until such time as public water main and additional sanitary sewer connections become more proximate to the Property. The requested zoning for the property is City “A (Agriculture) District” and is appropriate for this property that not near existing (or the planned extension of) public infrastructure, and accessible only by substandard roads.

The right to tap (access) public water and sewer are provided to the Owner, upon the availability of such and the payment of applicable fees. Future development of the parcel is contingent upon approvals through future subdivision and permitting process(es). Parkland dedication is not required as no residential zoning or uses are proposed or pondered, but a trigger for dedication is included should the property be rezoned or redeveloped during the life of the Agreement. No waivers or incentives are proposed or committed to as part of this Agreement.

*Property Characteristics*

The subject property consists of approximately 17.01 acres of vacant County-zoned R-1 (Single-Family Residential) land, located at the western terminus of Lutz Road, comprising the southern portion of a 22.76 acre parcel that is in the process of being subdivided into two (2) lots to allow the sale of the northern lot to the adjacent property owner (Trinity Lutheran Church). No existing Annexation Agreement was found for the subject property.

The property represents a strategic location for determining future development in this growing area of town, as it lies at the intersection of Lutz Road and Greenwood Avenue, the only existing or planned City Collector roadway system west of S. Morris Avenue and a key access point for any future development between I-55 and S. Morris Avenue.

*Notice*

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Thursday, December 12, 2024. Courtesy notices were mailed to 11 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*

	<b>Zoning</b>	<b>Land Use(s)</b>
North	ROW, City B-1 (General Commercial)	Interstate Highway, Place of Worship
South	ROW, County R-1 (Single-Family Residential)	Interstate Highway, Row-Crop Agriculture
East	County C (Commercial), City P-2 (Public Lands and Institutions), County R-1 (Single-Family Residential)	Single-Family Residence, Place of Worship/School, Row-Crop Agriculture
West	ROW, City M-1 (Restricted Manufacturing), City B-1 (General Commercial)	Interstate Highway, Vehicle Repair & Service

**ANALYSIS**

*Comparison of Existing and Proposed Districts\**

**Existing Zoning: County R-1 (Single-Family Residential) District**

The R-1 Single-Family Residential District is intended to provide low-density single-family dwelling use and to allow certain public facilities. It is intended that no uses be permitted within the R-1 District that will tend to devalue property for residential purposes or interfere with the health, safety, order or general welfare of persons residing in the district. The provisions of the R-1 District are also intended to control density of population and provide adequate open space around buildings and structures in the district to accomplish these purposes. (McLean County Code § 350-36A).

**Proposed Zoning: A (Agriculture) District**

The intent of this A-Agriculture District is to govern the use of land, buildings, and structures within areas of the City where soil, topographic, and other conditions are best suited for the pursuit of agriculture or where essential community facilities or utilities do not yet or are not reasonably expected to serve the property. These regulations are further intended to provide for the protection and conservation of natural resources, to prevent or minimize conflicts between agriculture and non-agricultural land uses; act as a holding zone for annexed land prior to timely development; and to facilitate orderly and efficient urban development by preventing a scattered and indiscriminate pattern of urban growth (§ 44-301).

*Compliance with the Comprehensive Plan*

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

- Goal NE-3 (Reduce environmental pollutants), Objective NE-3.1 (Identify and reduce air pollutants), Policy NE-3.1a (Work to attract and provide incentives for wind, solar, geothermal, biofuel, and other types of renewable energy development); 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 UEW-2 (Promote and facilitate energy conservation and alternate energy generation and resources), Objective UEW-2.2 (Ensure at least 25% of energy use comes from renewable energy sources); 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-1.4 (Focus resources on maintaining and developing facilities that support the goal of contiguous and compact growth).

The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Future” in the Emerging

Areas. The Land Use Priorities Map identifies this as "Future Use", referred to as "Land not contiguous to incorporated area and without access to City services," which no longer holds true.

## **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 have 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 A (Agriculture) District*

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

Uses permitted within the current County R-1 (Single-Family Residential) District are oriented to low-density single-family dwelling use and to allow certain public facilities. "Generally, single-family dwellings, parks, educational and religious uses are permitted" (§ 350-36B), however these uses all require more access to public infrastructure than is currently present on the property, or can be provided in the near future, due to the extended distance and expense of installation. For the foreseeable future, uses that do not require public water or sewer will be the highest and best use of the property, as access to water and sewer infrastructure would require significant investment on the part of the City or Property Owner.

**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. Meanwhile, other properties in this section of the City—bounded by W. Hamilton Rd., S. Morris Ave., Lutz Rd., and I-55—have experienced ongoing development in areas where public infrastructure and appropriate transportation access is available. Some portions of the larger, unsubdivided property have been used as cropland, but the unusual shape, topography, and drainage make it more complicated than nearby properties for use as row-crop agriculture, with only 9.17 acres being classified as "Cropland" for assessment purposes. 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 subject property would be appropriate for most uses permissible in the City's Zoning Code, but the shape and location make the development of most uses impractical due to the cost of infrastructure improvements that would be required, as compared to the return on investment that could be gained. Until or unless the property to the southeast is developed, resulting in the extension of public infrastructure, use of this property is practically restricted to those uses present in the A (Agriculture) District table of Permitted and Special Uses.

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

The adjacent properties are zoned County C (Commercial), County R-1 (Single-Family Residential),

City P-2 (Public Lands and Institutions), and City B-1 (General Commercial). Uses include cropland, open space, single-family residences, a school, place of worship, and assisted living facility. The entire western side of the property is bordered by state right-of-way, consisting of the I-55 and I-74 interchange and Business Loop I-55.

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.**

Financially feasible development on this parcel—for the foreseeable future—will be only of uses that are not reliant upon the provision of public utilities and improved roadways. The relative gain for the owner from the downzoning to the A (Agriculture) District is real; the relative hardship to the public will be minimal, if realized, and the impact is potentially protective of public finance given the current service condition of surrounding properties. Extension of public utilities to serve this parcel for residential development (as intended under the current zoning classification) would be unreasonably burdensome for the property owner but would also result in public ownership and maintenance of large sections of water and sewer main, for the relatively small number of dwelling units that could be supported by the existing and planned transportation infrastructure. Reclassification of this parcel paves the way for beneficial improvement of the property without encouraging forms of development that would necessitate public expenditure for infrastructure in advance of need from properties that are more proximate to exiting connections.

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.**

This area has severely restricted access and impact to public roads, existing or planned, making downzoning appropriate for the overall transportation system, as well as for the subject property. However, due to the location and shape of the property, decisions made regarding the development on the northern half can/will determine how the street system in this area must be designed to support the rest of the uses on surrounding properties. Facilitating appropriate improvement of this property in the context of other City planning efforts will be beneficial to the overall street system and connectivity of the larger community.

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.

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.**

Nearby properties are served by Bloomington fire and police protection and plans for development of the property will require site and permitting reviews that will include review for appropriate fire prevention measures. The property will be annexed to Bloomington-Normal Water Reclamation District and is already part of the Unit 5 School District. Water and sewer facilities are not immediately available to support intensive urban uses, hence the proposed downzoning of the subject property to the A (Agriculture) 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. The use of the property has been agricultural, adjacent to other agricultural uses, and many of the higher-intensity residential uses pondered by the current County zoning are not attainable given infrastructure constraints. Classification at the least intensive zoning district, upon annexation, is appropriate.

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.**

Low-intensity interim uses—like agriculture, solar energy conversion, forestry, and accessory open space—are appropriate ways to increase the use and value of properties that are strategic to the facilitation of appropriate development on other incorporated or contiguous properties.

## **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. The “pocket” of land between Hamilton/Morris/I-74/I-55 is comprised of a variety of properties and owners with potential for urban development in the future, but the constrained nature of this area means that the provision of utilities and infrastructure must be carefully considered to make the best use of public and private resources. Development of the property with an appropriate interim use inside City limits, which requires coordination with City planning and engineering operations, will help to ensure larger future planning efforts in this area are considered.

(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. 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 that would result in neighborhoods or any non-utilitarian structures is not pondered at this time or discussed in the proposed Agreement.

**(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. Development of the property with an appropriate interim use inside City limits, which requires coordination with City planning and engineering operations, will help to ensure larger future planning efforts in this area are considered.

**(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 interim improvement on a property that is strategically located for determining the development pattern and potential for other properties in the area.

**(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 does not exempt tap-on fees, substandard road fees, and parkland dedication that help to pay the City back for prior expenditures on the development of existing water, sewer, roads, and parkland infrastructure. Instead, it defers calculation and obligation until a more permanent development and infrastructure plan is in place; normal operating procedure would be expected at that time. The Applicant would be expected to 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.

**(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.

(I) **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 A (Agriculture) 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):

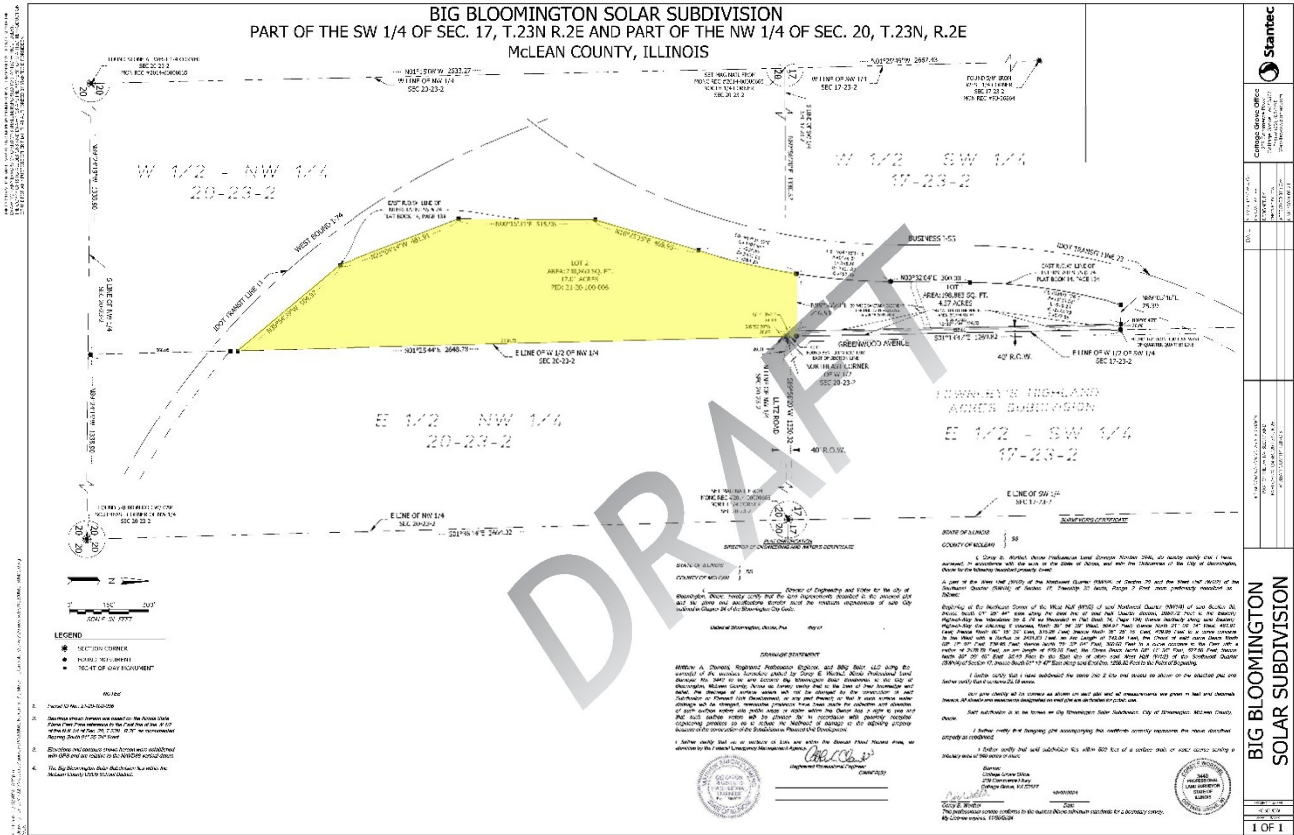
Motion to establish findings of fact that the request for approval of the proposed Annexation Agreement is ***in the public interest and not solely for the benefit of the Applicant or Property Owner*** and to recommend ***approval*** of the request.

Respectfully submitted,  
Alissa Pemberton  
City Planner

#### **Attachments:**

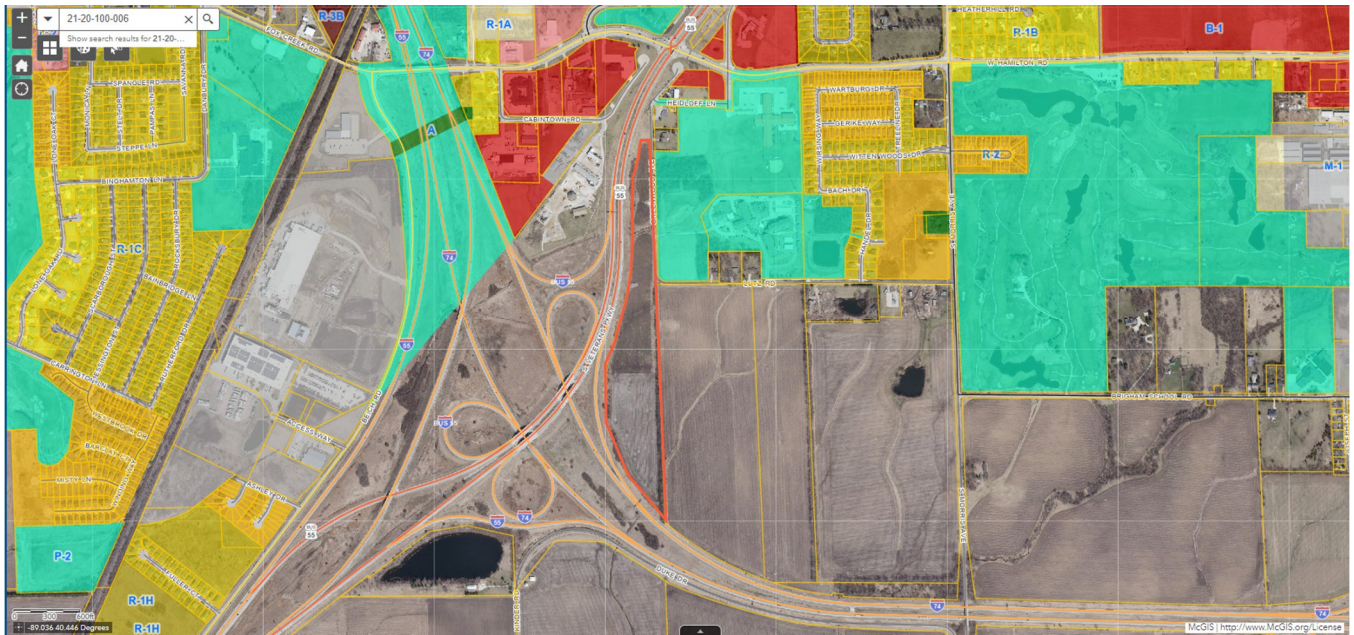
1. Map of Subject Property
2. Zoning Map
3. Aerial Image
4. Neighborhood notice map
5. Draft Annexation Agreement (separate document)

Attachment 1: Map of Subject Property

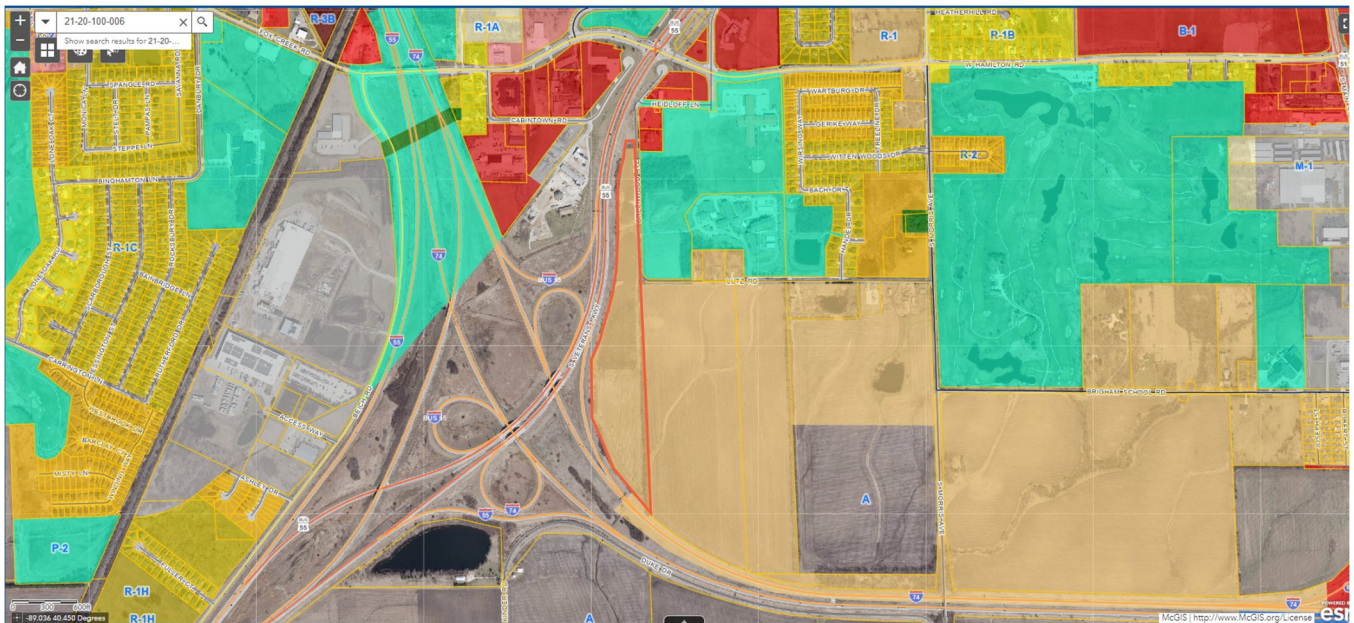


## Attachment 2: Zoning Map

### City of Bloomington Zoning Only

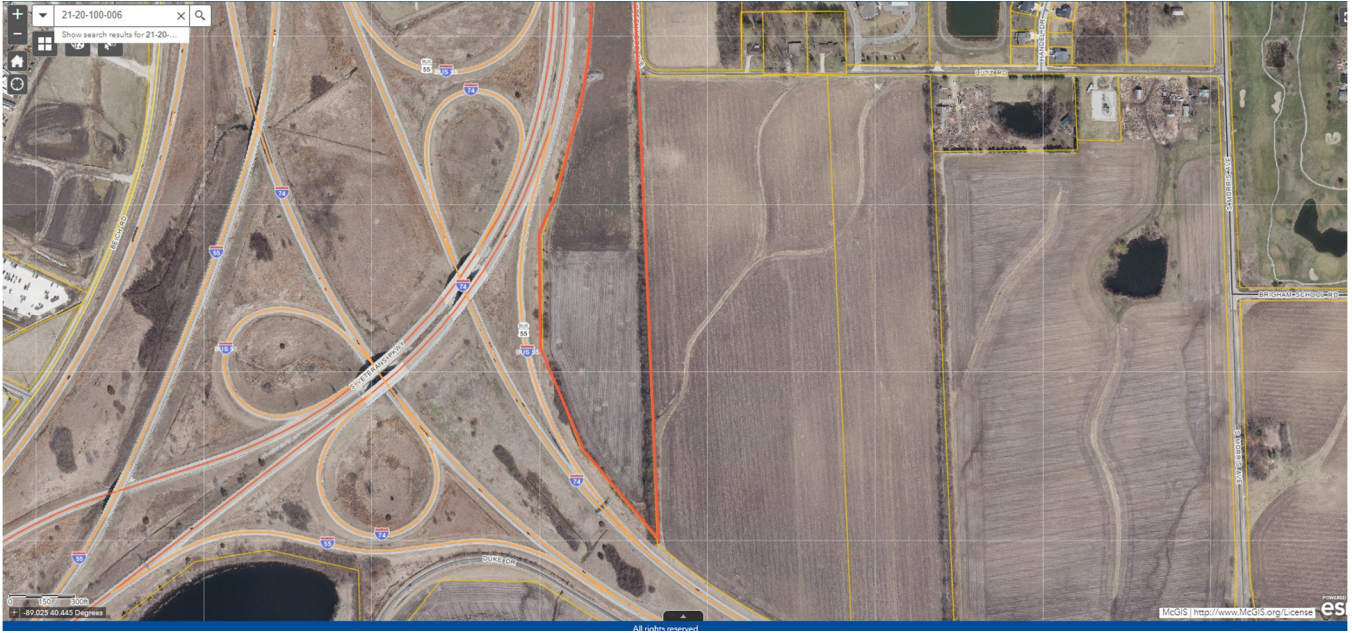


### County and Town of Normal Zoning Included



Attachment 3: Aerial Images

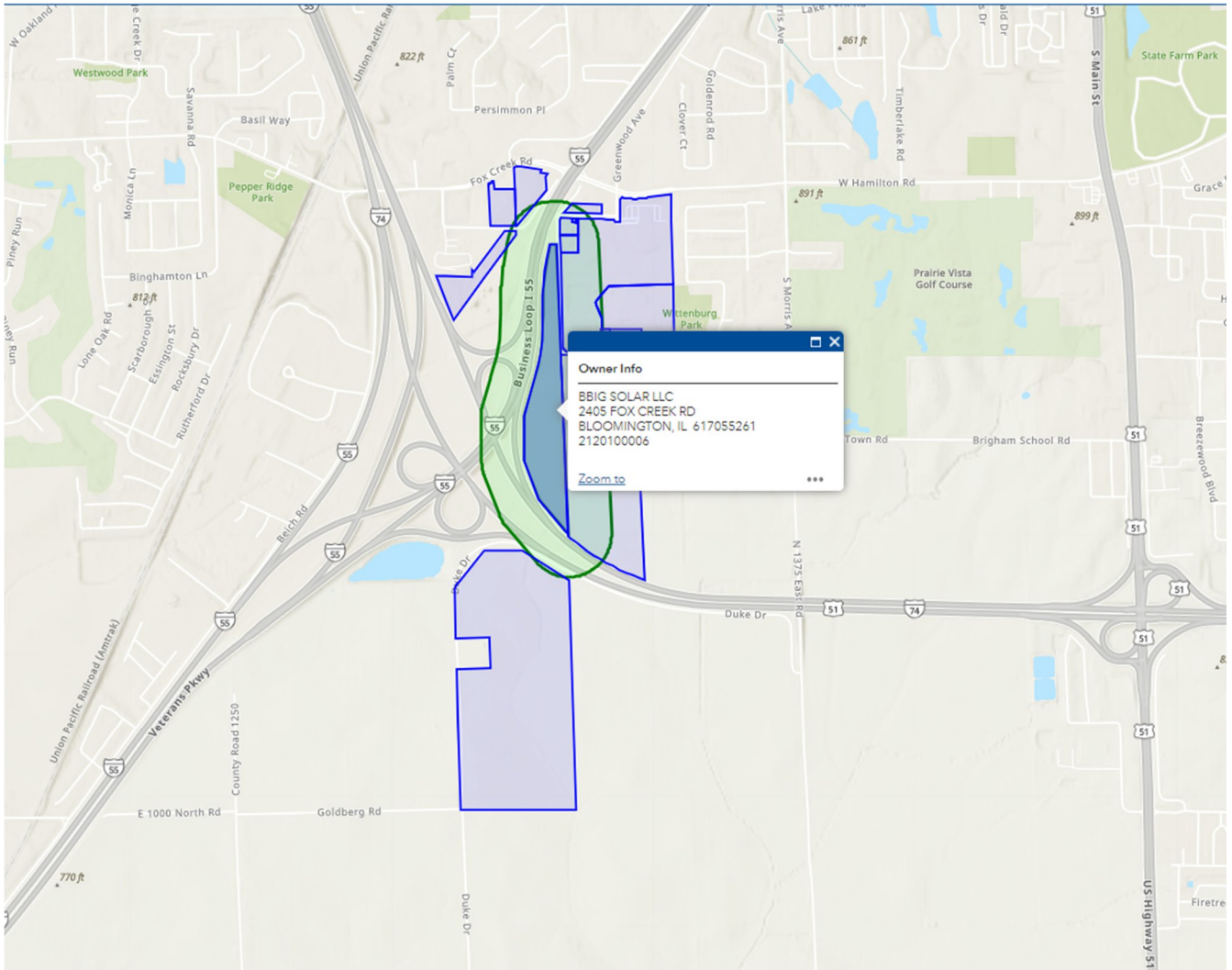
Community Scale



Planning Area Scale



Attachment 4: Neighborhood Notice Map



# ANNEXATION AGREEMENT

BBig Solar, LLC

Part of PIN: 21-20-100-006

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 **BBig Solar, LLC**, hereinafter referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City. Owner shall refer to BBig Solar, LLC, their successors or assigns.

**WHEREAS** the Owner is the owner of approximately **17.01 acres**, less public right-of-way, with frontage on the intersection of Lutz Road / Greenwood Avenue, and hereinafter described on Exhibit "A," which is attached hereto and made a part hereof by this reference (hereinafter "Premises" or "Property"); and

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

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

**WHEREAS**, the Property is nearly 1,000 feet from public water main and the adjacent sanitary sewer is at a depth that can serve little land with gravity sewer; and,

**WHEREAS**, the Owner intends to lease the Property to a developer, for the establishment of a Solar Energy Conversion Facility as an interim use, until such time as public water main and additional sanitary sewer connections become more proximate to the Property; and,

**WHEREAS**, the Owner is desirous of having said Property zoned **A (Agriculture) District** upon annexation to the City (all Lots referenced shall include any subdivisions thereof); and

**WHEREAS**, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on a request for this Agreement and associated Zoning Map Amendment, on January 8, 2025; and,

**WHEREAS**, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Annexation Agreement and the included proposal(s) for Zoning Map Amendment(s) are in the public interest and not solely for the benefit of the applicant, as required by § 8.5-203 of the Bloomington City Code; and,

**WHEREAS**, the Bloomington Planning Commission voted to recommend that the City Council adopt this Annexation Agreement and Zoning Map Amendment to A (Agriculture) District for the subject Property; 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. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Property, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

**2. ANNEXATION.**

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

**3. ZONING.**

City agrees to zone the Property legally described on Exhibit "A", upon annexation, to the A (Agriculture) District, after approval at any public hearings required by the City Code.

**4. DEVELOPMENT OBLIGATIONS.**

With regard to the annexation and development of the Property, the installation of public improvements within and serving the Property, and the use and development of the Property, 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** Access, Conditions and Improvements. The Owner shall have the following obligations regarding streets:

- (1) Until such time as Lutz Road is improved to City standards, with necessary underlying infrastructure and adjacent sidewalks, the Property shall remain unbuildable except as a Solar Energy Conversion Facility, or other use with similar traffic and infrastructure impacts. Specifically, the following uses shall require the installation of appropriate infrastructure, regardless of any future zoning map amendments that may permit them by entitlement: residential uses, service uses, storage uses, and manufacturing uses.
- (2) Lutz Road is seasonally available for truck traffic. Any Solar Energy Conversion Facility shall be responsible for securing permission from the City Engineer for access; shall repair all damage to Lutz Road from construction traffic; and, shall provide a bond with surety to assure such repairs are made.

(3) Improvement responsibility to Lutz Rd / Greenwood Ave will be limited to reimbursement for half width, including storm sewer and sidewalk along the frontage, and will be due at the completion of the road being modified to City Minor Street standards, or at the redevelopment of the Property, whichever occurs last.

B. **Public Water** Improvements. The nearest Public Water Main is at least 1,000 feet away from the Property and the intended use as a Solar Energy Conversion Facility is expected to outlast this Agreement. However, the Owner shall have the following obligations regarding water improvements during the effective duration:

(1) Right-of-Way. Any future public water mains constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.

(2) Improvement Obligations.

(a) Upon the extension of a public water main to an area adjacent to the Property, the Owner may tap such main.

(b) The Owner shall be responsible for payment of tap-on fees prior to the connection to public water, based upon the requirements of the City Code at the time connection is sought.

C. **Public Sanitary Sewer** Improvements. Sanitary sewer is available near the intersection of Greenwood Ave and Lutz Rd. However, the depth will allow little of the Property to be serviceable by gravity sewer. The Property will largely be served by gravity sewer coming from the southeast as that land develops in the future. The Owner shall have the following obligations regarding sanitary sewer improvements:

(1) Right-of-Way. Any future public sanitary sewers constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.

(2) Improvement Obligations.

(a) Upon the extension of a public sanitary sewer to an area adjacent to the Property, the Owner may tap such sewer.

(b) The Owner shall be responsible for payment of tap-on fees prior to the connection to public sanitary sewer, based upon the requirements of the City Code at the time connection is sought.

D. **Stormwater Detention** for any development on the subject Property shall be provided as per the Manual of Practice.

E. **Parkland Dedication and Reservation:** The Owner is not responsible for dedication or reservation of Parkland upon Annexation as A (Agriculture) District. Should the property host residential uses in the future (developed as a residential use within a Residential Zoning District or other Zoning District where such use is approvable), Parkland Dedication and Reservation shall become due based upon the requirements of the City Code at the time entitlements are sought.

F. **Future subdivision and development** of the Property shall be by applicable governing Codes at that time.

(1) Right-of-Way. Future dedication of right-of-way for Greenwood Avenue, if required by the City, is included under this section.

(2) Decommissioning – The provisions for Decommissioning set forth in an executed Agricultural Impact Mitigation Agreement between the State of Illinois Department of Agriculture and the owner of any Commercial Solar Energy Conversion Facility project constructed on the Premises, shall override § 44-1031D of the City Code in timeline and process, provided construction begins within 5 years of the effective date of this Agreement.

G. **Annexation Fees.** The Owner is not responsible for Annexation Fees upon Annexation as A (Agriculture) District. Should the Property be rezoned from the A (Agriculture) District within the lifetime of this Agreement, Annexation Fees shall be based upon the requirements of the City Code at the time entitlements are sought.

## 5. **OBLIGATION TO DEVELOP PER CODE.**

In the construction and use of improvements on the subject Property 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 Property 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 BBig Solar, LLC ("Owner"):

BBig Solar, LLC  
2405 Fox Creek Road  
Bloomington, IL 61705

With a copy to (Owner's Agent):

Thomas A. Jennings  
115 W. Jefferson Street, Ste 400  
Bloomington, IL 61701

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. Recitals incorporated. The above recitals are incorporated herein by this reference as if specifically stated in full.
- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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 represents 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.

- N. 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.
- O. 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.
- P. 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.
- Q. 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 Property.

EXECUTED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025, at Bloomington, Illinois.

CITY OF BLOOMINGTON

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

ATTEST

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

OWNER  
BBig Solar, LLC

By: \_\_\_\_\_  
Justin Bellas, Manager

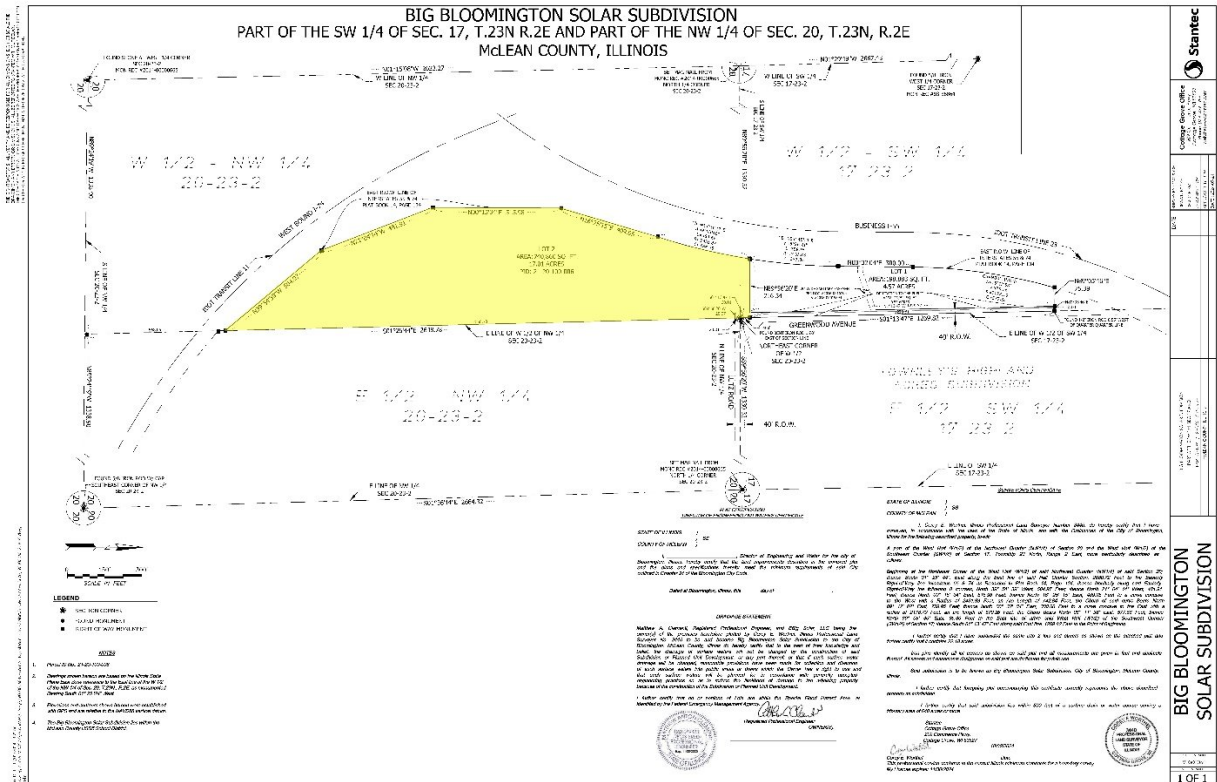
## Exhibit A LEGAL DESCRIPTION

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, and Part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows:

Beginning at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South 01° 25' 44" East along the East line of said West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, 2080.73 Feet to the Easterly Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 5 courses are on and along said Easterly Right-of-Way line, thence North 39° 54' 39" West, 504.97 Feet; North 21° 04' 14" West, 481.91 Feet; thence North 00° 15' 34" East, 515.98 Feet; thence North 16° 25' 15" East, 409.95 Feet; thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 384.66 Feet, the Chord Bears North 13° 30' 17" East, 384.25 Feet; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of afore said Section 17, North 89° 56' 20" East, 236.54 Feet to the East line of said West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South 01° 13' 47" East along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning.

Part of PIN: 21-20-100-006

### PLAT MAP IMAGE PROVIDED FOR REFERENCE ONLY





**REGULAR AGENDA ITEM NO. 5.C.**

**FOR PLANNING COMMISSION:** January 8, 2025

**WARD IMPACTED:** Ward 7

**SUBJECT:** **Z-13-24** - Public hearing, consideration, and action on a request by Trinity Lutheran Church, for an **Annexation Agreement and Zoning Map Amendment**, to the City A (Agriculture) District upon annexation, pertaining to property generally located at the northwestern terminus of Lutz Road, consisting of approximately 4.57 acres, part of PIN: 21-20-100-006.

**RECOMMENDED MOTION:** Motion to establish findings of fact that the request for **approval** of the proposed Zoning Map Amendment to the A (Agriculture) 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 to facilitate future improvement and expansion of the existing worship and educational campus to the east, as well as allow planning and development of appropriate circulation and road network in this vicinity. The subject property consists of approximately 4.57 acres of vacant R-1 (Single-Family Residential) District land, located at the northwestern terminus of Lutz Road.

**Summary of the Request:**

- Upon annexation, the requested zoning for the property is City “A (Agriculture) District” and is appropriate for this property that is accessible by an existing road, but not currently serviceable with public water and sewer
- 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 and building process(s)
- No requests or approval for waivers or variances are included in the Agreement

The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Future” in the

Emerging Areas. The Land Use Priorities Map identifies this as "Future Use", referred to as "Land not contiguous to incorporated area and without access to City services," which no longer holds true.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Thursday, December 12, 2024. Courtesy notices were mailed to 11 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 does not exempt tap-on fees, substandard road fees, and parkland dedication that 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.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

**ATTACHMENTS:**

[Z-13-24 Staff Report](#)

[Z-13-24 Draft Trinity Lutheran Annexation Agreement](#)

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**TO:** Planning Commission

**FROM:** Development Services Department

**DATE:** January 8, 2024

**CASE NO:** Z-13-24, Annexation Agreement & Zoning Map Amendment

**REQUEST:** Public hearing, consideration, and action on a request by Trinity Lutheran Church, for an Annexation Agreement and Zoning Map Amendment, to the City A (Agriculture) District upon annexation, pertaining to property generally located at the northwestern terminus of Lutz Road, consisting of approximately 4.57 acres (part of PIN: 21-20-100-006).

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**BACKGROUND**

*Request*

The Applicant seeks approval of an Annexation Agreement and Zoning Map Amendment to incorporate the property to facilitate future improvement and expansion of the existing worship and educational campus to the east. The requested zoning for the property is City “A (Agriculture) District” and is appropriate for this property that is accessible primarily by substandard roads and not currently serviceable by public water. The appropriateness of any future Zoning Map Amendments, should such be required to complete the Applicant’s plans, will be determined at that time using the relevant standards and same burden of proof, including the availability of appropriate infrastructure as it exists at that time.

The right to tap (access) public water and sewer are provided to the Owner, upon the availability of such and the payment of applicable fees. Future development of the parcel is contingent upon approvals through future subdivision and permitting process(es). Parkland dedication is not required as no residential zoning or uses are proposed or pondered, but a trigger for dedication is included should the property be rezoned or redeveloped during the life of the Agreement. No waivers or incentives are proposed or committed to as part of this Agreement.

*Property Characteristics*

The subject property consists of approximately 4.57 acres of vacant County-zoned R-1 (Single-Family Residential) land, located at the western terminus of Lutz Road, comprising the northern portion of a 22.76 acre parcel that is in the process of being subdivided into two (2) lots to allow the sale of the northern lot to the adjacent property owner (Trinity Lutheran Church). No existing Annexation Agreement was found for the subject property.

The property represents a strategic location for determining future development in this growing area of town, as it lies at the intersection of Lutz Road and Greenwood Avenue, the only existing or planned City Collector roadway system west of S. Morris Avenue and a key access point for any future development between I-55 and S. Morris Avenue.

*Notice*

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Thursday, December 12, 2024. Courtesy notices were mailed to 11 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*

	<b>Zoning</b>	<b>Land Use(s)</b>
North	ROW, City B-1 (General Commercial)	Interstate Highway, Place of Worship
South	ROW, County R-1 (Single-Family Residential)	Interstate Highway, Row-Crop Agriculture
East	County C (Commercial), City P-2 (Public Lands and Institutions), County R-1 (Single-Family Residential)	Single-Family Residence, Place of Worship/School, Row-Crop Agriculture
West	ROW, City M-1 (Restricted Manufacturing), City B-1 (General Commercial)	Interstate Highway, Vehicle Repair & Service

**ANALYSIS**

*Comparison of Existing and Proposed Districts\**

**Existing Zoning: County R-1 (Single-Family Residential) District**

The R-1 Single-Family Residential District is intended to provide low-density single-family dwelling use and to allow certain public facilities. It is intended that no uses be permitted within the R-1 District that will tend to devalue property for residential purposes or interfere with the health, safety, order or general welfare of persons residing in the district. The provisions of the R-1 District are also intended to control density of population and provide adequate open space around buildings and structures in the district to accomplish these purposes. (McLean County Code § 350-36A).

**Proposed Zoning: A (Agriculture) District**

The intent of this A-Agriculture District is to govern the use of land, buildings, and structures within areas of the City where soil, topographic, and other conditions are best suited for the pursuit of agriculture or where essential community facilities or utilities do not yet or are not reasonably expected to serve the property. These regulations are further intended to provide for the protection and conservation of natural resources, to prevent or minimize conflicts between agriculture and non-agricultural land uses; act as a holding zone for annexed land prior to timely development; and to facilitate orderly and efficient urban development by preventing a scattered and indiscriminate pattern of urban growth (§ 44-301).

*Compliance with the Comprehensive Plan*

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

- 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 TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode); 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-1.4 (Focus resources on maintaining and developing facilities that support the goal of contiguous and compact growth).

The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Future” in the Emerging Areas. The Land Use Priorities Map identifies this as “Future Use”, referred to as “Land not contiguous to incorporated area and without access to City services,” which no longer holds true.

## 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 have 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 A (Agriculture) District*

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

Uses permitted within the current County R-1 (Single-Family Residential) District are oriented to low-density single-family dwelling use and to allow certain public facilities. "Generally, single-family dwellings, parks, educational and religious uses are permitted" (§ 350-36B), however these uses all require more access to public infrastructure than is currently present on the property, or can be provided in the near future, due to the extended distance and expense of installation. For the foreseeable future, uses that do not require public water or high-capacity road infrastructure will be the highest and best use of the property, as access to this infrastructure would require significant investment on the part of the City or Property Owner.

**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. Meanwhile, other properties in this section of the City—bounded by W. Hamilton Rd., S. Morris Ave., Lutz Rd., and I-55—have experienced ongoing development in areas where public infrastructure and appropriate transportation access is available. Some portions of the larger, unsubdivided property have been used as cropland, but the unusual shape, topography, and drainage make it more complicated than nearby properties for use as row-crop agriculture, with only 9.17 acres being classified as "Cropland" for assessment purposes. 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 subject property would be appropriate for most uses permissible in the City's Zoning Code, but the shape and location make the development of most uses impractical due to the cost of infrastructure improvements that would be required. Until or unless further development of surrounding properties result in the extension of public infrastructure, or significant investment occurs on the campus to the east, use of this property is practically restricted to those uses present in the A (Agriculture) District table of Permitted and Special Uses.

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

The adjacent properties are zoned County C (Commercial), County R-1 (Single-Family Residential), City P-2 (Public Lands and Institutions), and City B-1 (General Commercial). Uses include cropland, open space, single-family residences, a school, place of worship, and assisted living facility. The entire western side of the property is bordered by state right-of-way, consisting of the I-55 and I-74 interchange and Business Loop I-55.

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.**

Financially feasible development on this parcel—for the foreseeable future—will be only of uses that are not reliant upon the provision of public utilities and improved roadways. The relative gain for the owner from the downzoning to the A (Agriculture) District is real; the relative hardship to the public will be minimal, if realized, and the impact is potentially protective of public finance given the current service condition of surrounding properties. Extension of public utilities to serve this parcel for residential development (as intended under the current zoning classification) would be unreasonably burdensome for the property owner but would also result in public ownership and maintenance of large sections of water and sewer main, for the relatively small number of dwelling units that could be supported by the existing and planned transportation infrastructure. Reclassification of this parcel paves the way for beneficial improvement of the property, without encouraging forms of development that would necessitate public expenditure for infrastructure in advance of need from properties that are more proximate to existing connections, or for development in collaboration with the adjacent existing campus that is already served by such.

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.**

This area has severely restricted access and impact to public roads, existing or planned, making downzoning appropriate for the overall transportation system, as well as for the subject property. However, due to the location and shape of the property, decisions made regarding development here can/will determine how the street system in this area must be designed to support the rest of the uses on surrounding properties. Facilitating appropriate use and improvement of this property in the context of other City planning efforts will be beneficial to the overall street system and connectivity of the larger community.

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.

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.**

Nearby properties are served by Bloomington fire and police protection and plans for development of the property will require site and permitting reviews that will include review for appropriate fire prevention measures. The property will be annexed to Bloomington-Normal Water Reclamation District and is already part of the Unit 5 School District. Water and sewer facilities are not immediately available to support intensive urban uses, hence the proposed downzoning of the subject property to the A (Agriculture) 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. The use of the property has been agricultural, adjacent to other agricultural uses, and many of the higher-intensity residential uses pondered by the current County zoning are not attainable given infrastructure constraints. Classification in the least intensive zoning district, upon annexation, is appropriate.

**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.**

Low-intensity interim uses—like agriculture, solar energy conversion, forestry, and accessory open space—are appropriate ways to increase the use and value of properties that are strategic to the facilitation of appropriate development on other incorporated or contiguous properties.

### **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. The “pocket” of land between Hamilton/Morris/I-74/I-55 is comprised of a variety of properties and owners with potential for urban development in the future, but the constrained nature of this area means that the provision of utilities and infrastructure must be carefully considered to make the best use of public and private resources. Development of the property with an appropriate interim or accessory use inside City limits, which requires coordination with City planning and engineering operations, will help to ensure larger future planning efforts in this area are considered.

**(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. 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 that would result in neighborhoods or any non-utilitarian structures is not pondered at this time or discussed in the proposed Agreement.

- (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. Development of the property with an appropriate interim or accessory use inside City limits, which requires coordination with City planning and engineering operations, will help to ensure larger future planning efforts in this area are considered.

- (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 property 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 planning and improvement on property that is strategically located for determining the development pattern and potential for other properties in the area.

- (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 does not exempt tap-on fees, substandard road fees, and parkland dedication that help to pay the City back for prior expenditures on the development of existing water, sewer, roads, and parkland infrastructure. Instead, it defers calculation and obligation until a more permanent development and infrastructure plan is in place; normal operating procedure would be expected at that time. The Applicant would be expected to 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.

- (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.

(I) **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 A (Agriculture) 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):

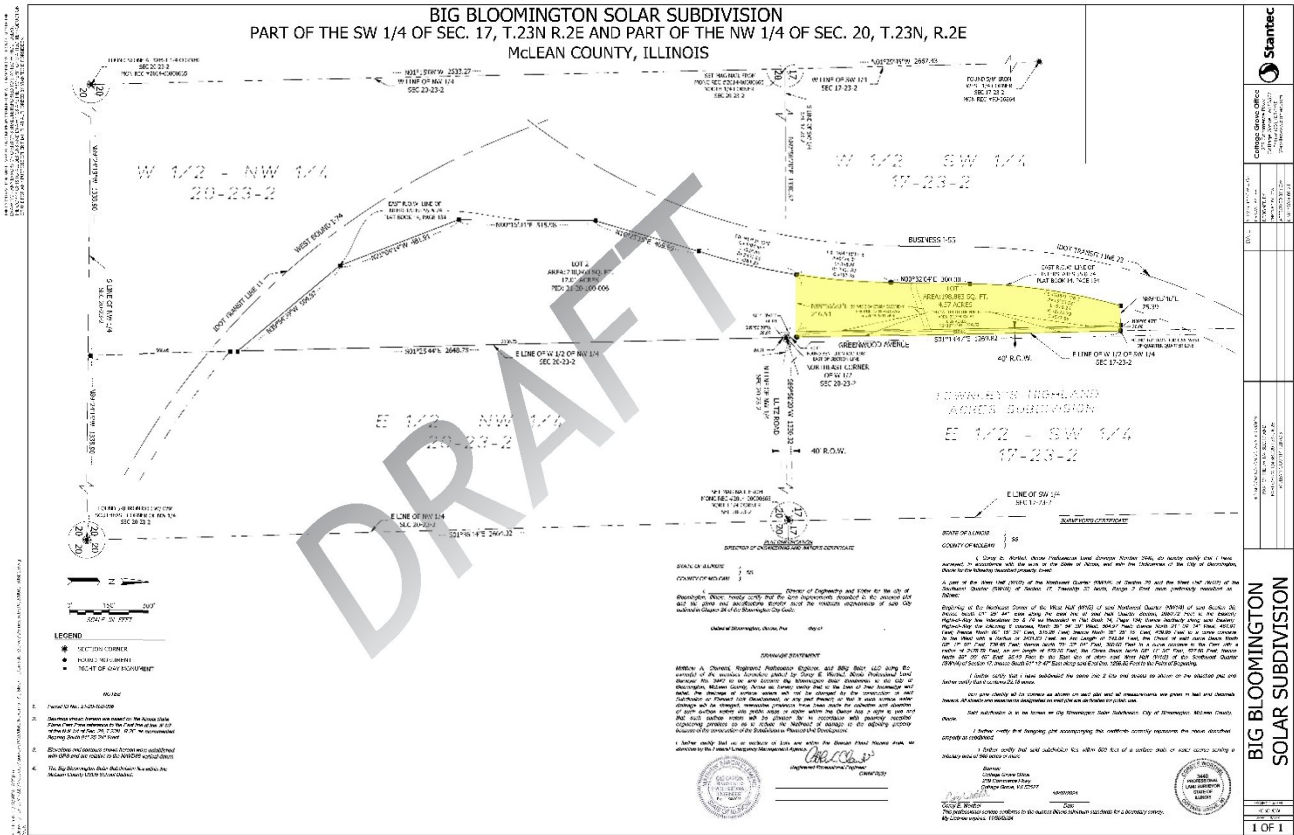
Motion to establish findings of fact that the request for approval of the proposed Annexation Agreement is ***in the public interest and not solely for the benefit of the Applicant or Property Owner*** and to recommend ***approval*** of the request.

Respectfully submitted,  
Alissa Pemberton  
City Planner

### **Attachments:**

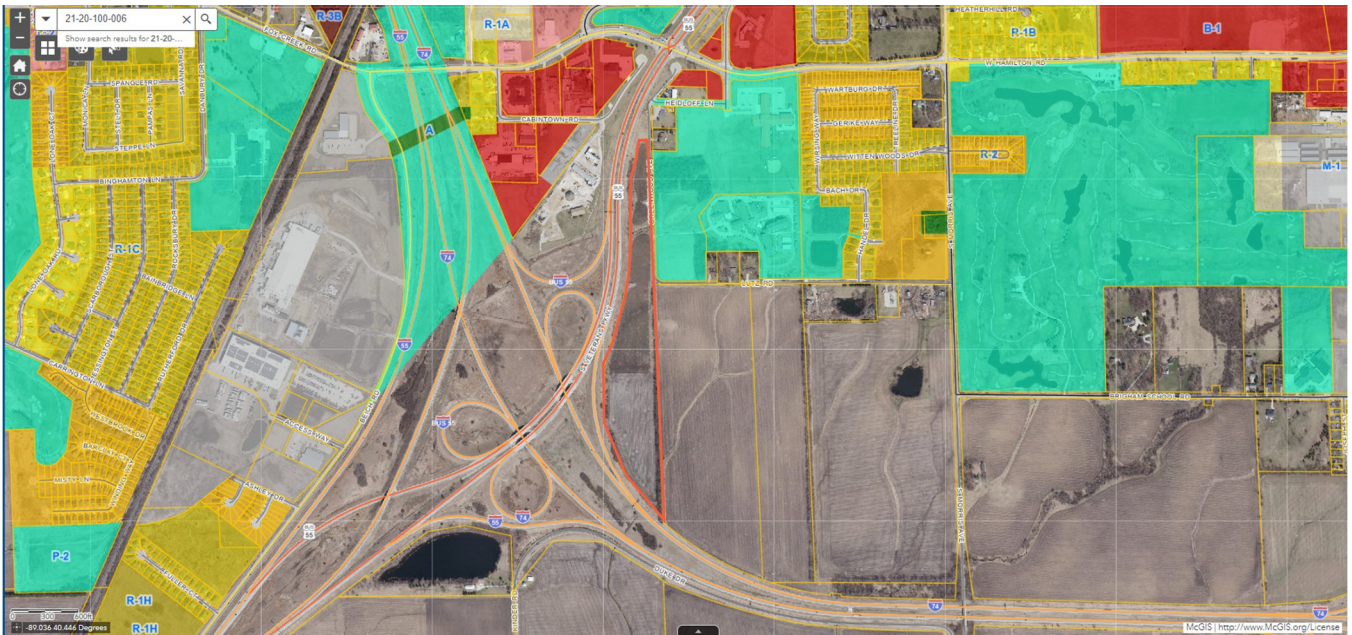
1. Map of Subject Property
2. Zoning Map
3. Aerial Image
4. Neighborhood notice map
5. Draft Annexation Agreement (separate document)

Attachment 1: Map of Subject Property

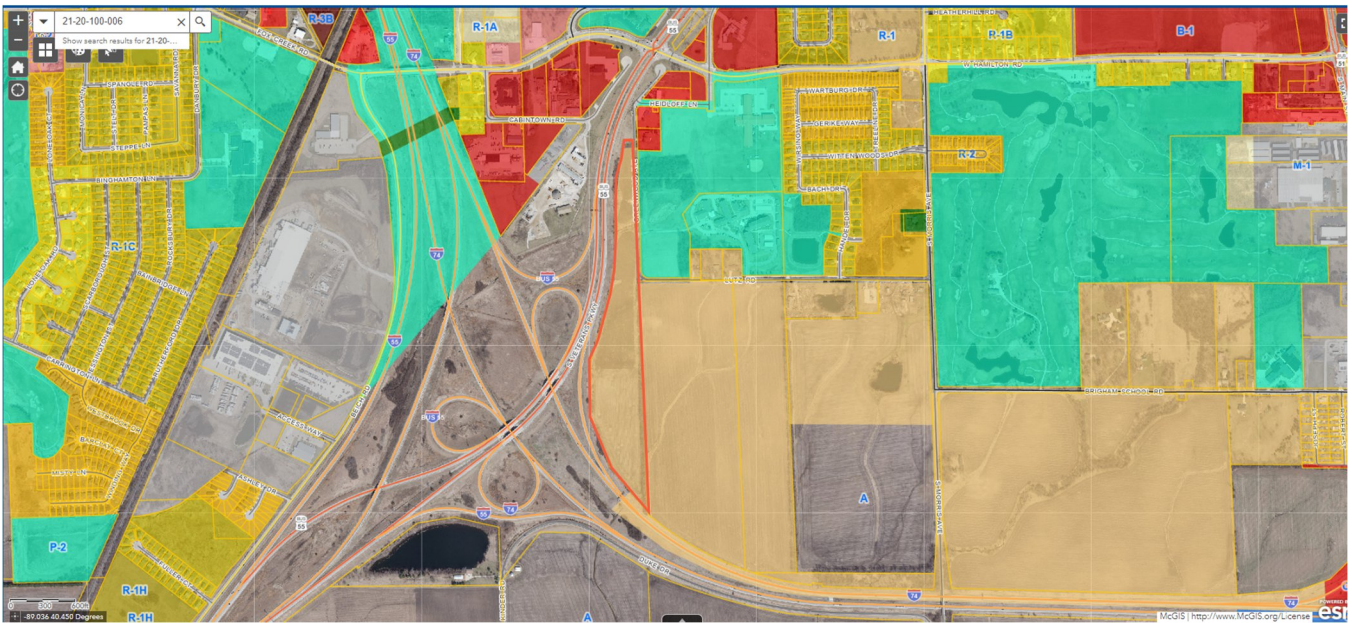


Attachment 2: Zoning Map

City of Bloomington Zoning Only

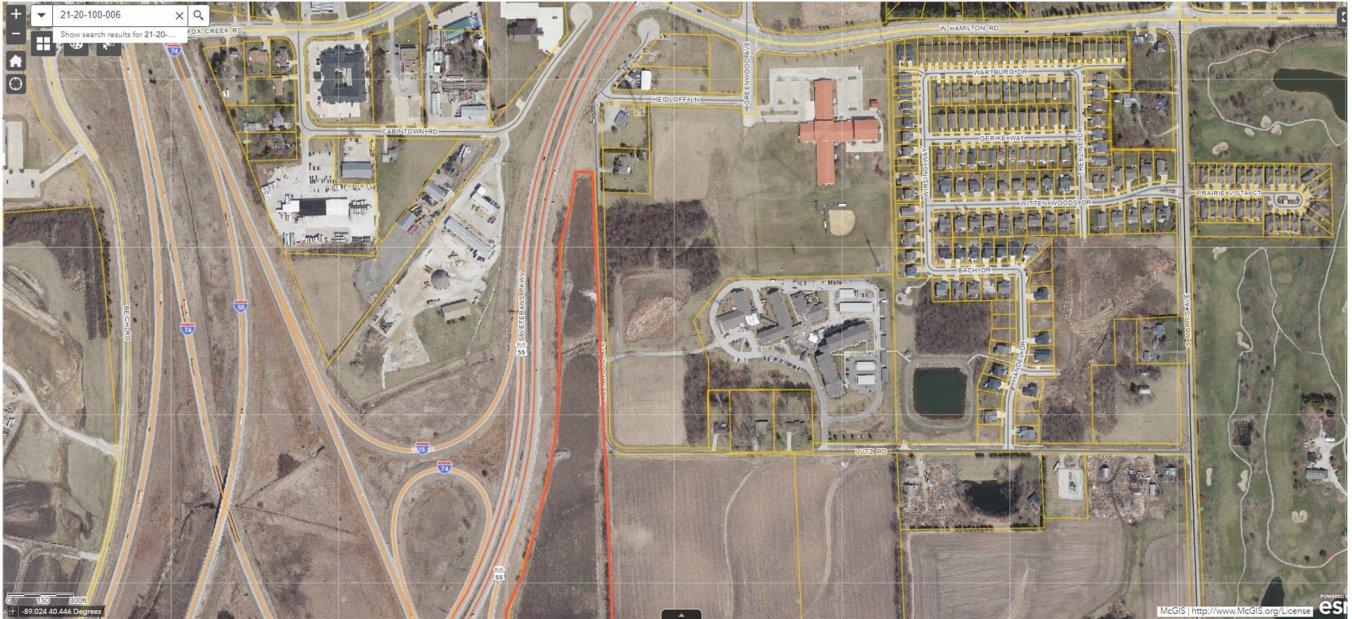


County and Town of Normal Zoning Included



Attachment 3: Aerial Images

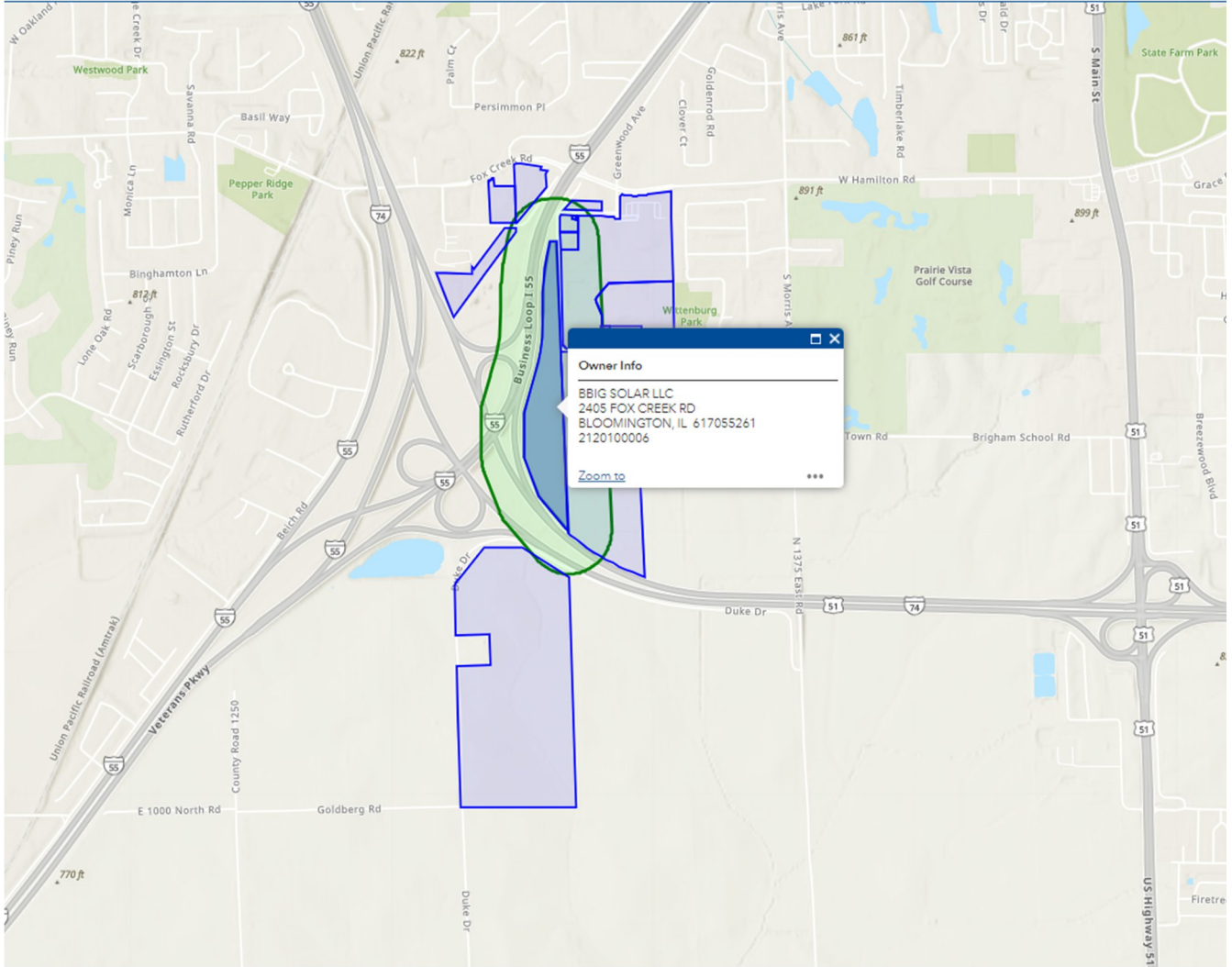
Community Scale



Planning Area Scale



Attachment 4: Neighborhood Notice Map



**ANNEXATION AGREEMENT**  
TRINITY LUTHERAN CHURCH  
Part of PIN: 21-20-100-006

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 Contract Purchaser **Trinity Lutheran Church**, hereinafter referred to as “Purchaser” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City, with the approval of the current Property Owner BBig Solar, LLC, hereinafter referred to as “Owner”. Purchaser shall refer to Trinity Lutheran Church, their successors or assigns.

**WHEREAS** the Owner is the owner of approximately **4.57 acres**, less public right-of-way, with frontage on Lutz Road and Greenwood Avenue, and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”); and

**WHEREAS**, there exists a legally enforceable contract to purchase the subject Property, between the Purchaser and Owner; and

**WHEREAS**, the Purchaser is desirous of having the Property annexed to the City and the City is desirous of annexing said premises; and

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

**WHEREAS**, the Purchaser is desirous of having said premises zoned **A (Agriculture) District** upon annexation to the City (all Lots referenced shall include any subdivisions thereof); and

**WHEREAS**, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on a request for this Agreement and associated Zoning Map Amendment, on January 8, 2025; and,

**WHEREAS**, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Annexation Agreement and the included proposal(s) for Zoning Map Amendment(s) are in the public interest and not solely for the benefit of the applicant, as required by § 8.5-203 of the Bloomington City Code; and,

**WHEREAS**, the Bloomington Planning Commission voted to recommend that the City Council adopt this Annexation Agreement and Zoning Map Amendment to A (Agriculture) District for the subject Property; 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 Purchaser 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. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Property, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

**2. ANNEXATION.**

Upon Purchaser's Petition, the City agrees to adopt an Ordinance(s) annexing the Property, or portions thereof, described on Exhibit "A."

**3. ZONING.**

City agrees to zone the Property legally described on Exhibit "A", upon annexation, to the A (Agriculture) District, after approval at any public hearings required by the City Code.

**4. DEVELOPMENT OBLIGATIONS.**

With regard to the annexation and development of the Property, the installation of public improvements within and serving the Property, and the use and development of the Property, 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 Purchaser shall have the following obligations regarding streets:

(1) Responsibility

(a) The Purchaser shall be responsible for constructing all roadways, adjacent to or within the subject Property, that are required by the subdivision or development thereof.

(b) The Purchaser shall be responsible for, and shall benefit from, standard roadway improvement cost sharing items, such as substandard road fees and City payment for overengineering/sizing.

(2) Lutz Road

- (a) Right of Way. Prior to development of the subject Property or its eastern adjacent parcel, the Purchaser shall dedicate any necessary right-of-way for the improvement and/or termination of Lutz Road, consistent with approved development plans and any resulting roadway realignments or alterations.
- (b) Should any approved roadway realignment or alternations result in the termination of Lutz Road, ceasing the connection to Greenwood Avenue, Purchaser shall dedicate necessary right-of-way and construct an 80' diameter pavement cul-de-sac west of the current Greenwood Avenue longitude.

(3) Greenwood Avenue (Former Cabin Town Road)

- (a) No obligation to dedicate or improve Greenwood Avenue is triggered by Annexation of the Property.
- (b) Required right-of-way, construction standards, and fees owed will be calculated and due upon the development of the Property. This provision shall extend to future owners of the Property and any lots resulting from re-subdivision thereof, or the development of the lot or its eastern adjacent parcel.

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

(1) Right-of-Way. Any future public water mains constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.

(2) Improvement Obligations.

- (a) Upon the extension of a public water main to an area adjacent to the Property, the Purchaser may tap such main.
- (b) The Purchaser shall be responsible for payment of tap-on fees prior to the connection to public water, based upon the requirements of the City Code at the time connection is sought.

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

(1) Right-of-Way. Any future public sanitary sewers constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.

(2) Improvement Obligations.

- (a) At their option, the Purchaser may tap the public sanitary sewer present on the southern end the Property.

- (b) The Purchaser shall be responsible for payment of tap-on fees prior to the connection to public sanitary sewer, based upon the requirements of the City Code at the time connection is sought.
- D. **Stormwater Detention** for any development on the subject Property shall be provided as per the Manual of Practice.
- E. **Parkland Dedication and Reservation.** The Purchaser is not responsible for dedication or reservation of Parkland upon Annexation as A (Agriculture) District. Should the Property host residential uses in the future (developed as a residential use within a Residential Zoning District or other Zoning District where such use is approvable), Parkland Dedication and Reservation shall become due based upon the requirements of the City Code at the time entitlements are sought.
- F. **Future subdivision and development** of the Property shall be by applicable governing Codes at that time.
- G. **Annexation Fees.** The Purchaser is not responsible for Annexation Fees upon Annexation as A (Agriculture) District. Should the property be rezoned from the A (Agriculture) District within the lifetime of this Agreement, Annexation Fees shall be based upon the requirements of the City Code at the time entitlements are sought.

## 5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Property the Purchaser 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 Purchaser, 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 Property 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. **Should the contract to purchase the subject Property not be pursued to completion, Owner shall become responsible for, and benefit from, all provisions herein assigned to the Purchaser.**

## 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 Trinity Lutheran Church ("Purchaser"):

Trinity Lutheran Church  
801 S. Madison Street  
Bloomington, IL 61701

To BBig Solar, LLC ("Owner"):

BBig Solar, LLC  
2405 Fox Creek Road  
Bloomington, IL 61705

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. Recitals incorporated. The above recitals are incorporated herein by this reference as if specifically stated in full.
- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. Authority to Execute. The City hereby warrants and represents to the Purchaser and Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Purchaser and

Owner hereby warrant 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 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 Purchaser or Owner will (a) result in a breach or default under any agreement to which the Purchaser or Owner are a party or to which they or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Purchaser or Owner or the Property is subject.

- N. 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 Purchaser and Owner 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.
- O. 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 Purchaser or the Owner.
- P. Recording. After the Purchaser or 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.
- Q. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of the Purchaser or 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 Property.

EXECUTED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025, at Bloomington, Illinois.

CITY OF BLOOMINGTON

\_\_\_\_\_  
Mboka Mwilambwe, Mayor

ATTEST

\_\_\_\_\_  
Leslie Smith-Yocum, City Clerk

PURCHASER

Trinity Lutheran Church

By: \_\_\_\_\_  
Name, TITLE

DRAFT

# Exhibit A LEGAL DESCRIPTION

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence North 01° 13' 47" West along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of said Section 17, South 89° 56' 20" West, 236.54 Feet to the East Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 4 courses are on and along said East Right-of-Way line, thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 358.18 Feet, the Chord Bears North 04° 45' 14" East, 357.86 Feet; thence North 00° 32' 04" East, 300.00 Feet to a curve to the right with a radius of 2178.79 Feet, an arc length of 579.26 Feet, the Chord Bears North 08° 11' 36" East, 577.56 Feet; thence North 89° 05' 46" East, 95.40 Feet to the East line of afore said West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17; thence South 01° 13' 47" East along said East line, 1229.81 Feet to the Point of Beginning.

Part of PIN: 21-20-100-006

## PLAT MAP IMAGE PROVIDED FOR REFERENCE ONLY

