



# City of Rochelle

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420 N 6<sup>th</sup> Street  
P.O. Box A  
Rochelle, IL 61068  
Tele: (815) 562-6161  
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**TO: David Plyman, City Manager**

**FROM: Kip Countryman  
Building Inspector**

**DATE: April 8, 2015**

**SUBJECT: Case PZC-3-15 Creekside Development**

## Summary

The property is approximately 400 acres located west and northwest of the Rochelle High School and is called Creekside Subdivision (f/k/a King's Crossing). The property was originally annexed into the City in 2006 with an agreement between the City and Wyndham Foxford LLC. The first amendment to the annexation agreement was in 2009 and related to the development of the San Gabriel Assisted living facility. The second amendment, also in 2009, required the storm water impact fees on Lot 3 and 4, and waived the storm water impact fee requirements for the High School, Elementary School and property designated for park purposes. The third amendment was completed in 2012 in regards to the development of Creekside Sub Unit 1, a 22-lot subdivision that was never built. The fourth amendment was completed in 2012 and related to the public improvements required to develop the new Lincoln Elementary School.

The current owner and developer of the property has submitted a petition to amend and restate the Annexation Agreement with 16 changes in regards to the future development of Creekside. The developer is asking for relief of certain requirements of the original annexation agreement that pertain to the infrastructure of the development due to economic conditions.

Tim Hayden, City Manager Dave Plyman, and City Attorney Dave Lyons were present to give a presentation on the proposed changes.

Here is a brief summary of the changes that are proposed:

- 1.) Tract #2 (240 acres) of exhibit B would be rezoned to Rural Development.
- 2.) The Rochelle Municipal Code in effect at the time of development shall apply to the property; provided, however, that a previously subdivided lot shall not be rendered non-conforming solely because of a change in the Rochelle Municipal Code. If the City adopts a less restrictive Code provision, the less restrictive provision will apply to the development.
- 3.) The City would waive its right for reimbursement for its professional fees, including legal and engineering fees.
- 4.) No school impact fees would apply until the 16<sup>th</sup> and subsequent house is built in any given year.

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



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## **RECOMMENDATION**

After review of the facts, the Planning and Zoning Commission finds that because of the lack of new Residential Construction over the past ten years, that the Amended Annexation Agreement should be revised to include incentives offered by the City.

Vote: 5-2.