

TO: The Sycamore Plan Commission

FROM: Bill Nicklas
City Manager

DATE: January 4, 2006

RE: January 9, 2006 Plan Commission Meeting

The Plan Commission agenda has two action items and no workshop items.

I Action Items

A. Consideration of a Petition from First Rockford Group and the National Bank & Trust Company, Trust No. 40-465200 for an Annexation Agreement, Annexation and Rezoning to “C-3” Highway Business District and “R-2” Two Family Residence District for a 75.84-Acre Property Located at the Northwest Corner of Peace Road and Illinois Route 23.

On July 11, 2005 the Plan Commission considered a concept plan for the development of the Artery Farm, located at the northwest corner of Illinois Route 23 and Peace Road. The firm proposed to develop the farm as suggested in the 2003 Comp Plan, namely with the entire Peace Road frontage to a depth of 1,200 feet dedicated to highway commercial uses and a corridor at the west fringe dedicated to multiple family condos or townhouses as a transitional buffer to possible residential uses further west.

The First Rockford Group now formally petitions the Plan Commission for a recommendation concerning their proposed annexation agreement, annexation, and rezoning. The key documents are the preliminary plan and annexation agreement. These are summarized below:

Preliminary Plan

- a) Land Uses. The plan depicts two general types of land uses: “C-3” Highway Business uses up to a depth of about 1,200 feet west of the Peace Road right-of-way, and “R-2” Two Family Residence District at the west boundary of the

property to allow the construction of 47 duplex buildings (94 units). These land uses conform to the 2003 Comp Plan.

- b) Access and Internal Circulation. The main access points are located at Sarah Drive and Peace Road and at Puri Drive and Peace Road. A “right-in only” from Peace Road is located between these two Peace Road access points. In separate actions the DeKalb County Board and the City Council approved an amendment to their joint agreement concerning access to Peace Road to permit the access point at Puri Drive, on August 17 and September 6, respectively.
- c) Buffering of Adjacent Residential Uses. The Grandview townhouses parallel the south boundary of the proposed development area. According to Section 6.6.2 I, 3 of the City’s UDO, a landscape buffer is required between the townhouses and the adjacent commercial uses. The pertinent regulation reads as follows:

3. *NON-RESIDENTIAL PROPERTY ABUTTING RESIDENTIAL PROPERTY. Where non-residential property abuts property in a residential district, landscaping shall be provided as follows:*

- a. *A solid screen six (6) feet in height, shall be provided along the entire length of the abutting property line. Such screen shall consist of a solid wood fence, berms, trees, evergreens, shrubbery, and/or other live planting materials, necessary to provide one-hundred percent (100%) coverage.*
- b. *Shade trees shall be provided along the abutting property line. Such trees shall not be planted more than forty (40) feet apart and may be clustered or spaced in linear fashion as determined appropriate.*

The proposed preliminary plan shows a 50-foot landscape buffer where the commercial zoning would abut the Grandview townhouses.

- d) Storm Water Management. The preliminary plan depicts the path of a storm water easement that would pipe the storm from the outfall of the structures near the intersection of IL Rt. 23 and Peace Road around the perimeter of the development area to the west edge of the property where the runoff would be slowly released over time. On-site detention would control and slowly release stormwater runoff from the paved and hard surfaces that will be built on both the commercial and residential-zoned areas.

Annexation Agreement

- a. Term. The term is for twenty years.
- b. Economic Incentive Agreement. An economic incentive agreement is referenced in the Agreement (Section 12,d). Although the details of this

agreement are not within the purview of the Plan Commission, the terms will be of general community interest and are excerpted below:

Improvement of Property. *The Developer agrees to perform all of the work necessary to complete the development of the Property at its sole and exclusive expense, according to plans approved by the City Council, upon the recommendation of the City Engineer.*

Construction of Public Infrastructure. *Offsite improvements that may qualify for public assistance include, among others, the following:*

- a. Turn lanes including, but not limited to, curbing, gutters, storm sewers, and streetlights within the Peace Road right-of-way;*
- b. The installation of traffic signals and all appurtenances including, but not limited to, looping, electronic controls, and programming at the intersection of Peace Road and Sarah Drive and the intersection of Peace Road and Puri Drive;*
- c. The construction of the Sarah Drive extension, west of the Peace Road right-of-way, including, but not limited to, the value of the land beneath the road, curbing, gutters, sidewalks, storm sewers, and streetlights;*
- d. The extension of a sanitary sewer trunkline to the Property;*
- e. The piping of regional stormwater from the west side of the property to the culverts near the intersection of Peace Road and IL. Rt. 23;*
- f. The installation of a buffer between the commercially-zoned property and abutting residential land, to the extent that the buffer required by the City exceeds the requirements for such buffer within the UDO; and*
- g. The installation of a bikepath on the east side of the Peace Road frontage.*

Incentive Payments. *The maximum amount of any retail sales tax rebate shall be tied to the value of the offsite improvements identified in Paragraph 3, above. This value shall be determined on the basis of the actual contract costs of construction, as verified by the City Engineer.*

Reimbursement Mechanism. *In consideration of the Developer's investment in the commercial zoning as shown on Exhibit "B," and the public improvements identified in Paragraph 3, above, the City agrees to remit to the developer a portion of the Monthly Distributions from any commercial properties as follows:*

- Annual Periods 1 and 2: No Monthly Distribution. The first annual period shall begin when a total of 50,000 square feet of retail space is open and operating. "Retail" in this context means a commercial use whose primary purpose is to sell taxable goods to ultimate consumers.*
- Annual Periods 3 through 6: the Monthly Distribution is paid 50% to the City and 50% to the Developer.*
- Annual Periods 7 through 10: the Monthly Distribution is paid 60% to the City and 40% to the Developer.*

On a monthly basis, the tenants shall furnish to the City Treasurer or designee copies of sales tax reports as described in Paragraph 6, below. No later than twenty-one (21) calendar days after the City's receipt of the monthly reports, the Treasurer shall pay to the Developer an amount equal to the applicable percentage of the expected Monthly Distribution from the Illinois Department of Revenue, based on the reporting of the tenants. It is understood that no

disbursements shall be made by the City to the Developer prior to the City receiving the appropriate sales tax reports. Any disbursements not made within the twenty-one (21) day period (and not subject to a bona fide dispute between the parties as more fully set forth in Paragraph 12, below) shall accrue interest at the rate of one percent (1%) for each month or fraction thereof until such time as payment has been made.

Sales Tax Reports. *The Developer shall require its tenants, as a provision in their leases with the Developer, to provide Sycamore with exact copies of any and all sales tax returns (e.g. Form ST-1 or Form ST-2), sales tax reports, sales reports, amendments, or any other information whether paper or electronic (the "Documentation") filed with the State of Illinois or other appropriate governmental entity, which documents are provided to Sycamore for purposes of identifying sales tax revenues collected pursuant to this Agreement. Further, all prime store tenants, outlot users, and other retail businesses on the commercially-zoned lots shall be required to sign documents required by the City and/or the Illinois Department of revenue to allow the City access to sales tax documents filed by these same store tenants and outlot users.*

Commencement of Term. *The Developer agrees to establish and maintain commercial uses on the commercially-zoned acres of the 75.84-acre Property. This Agreement shall become effective when a total of 50,000 square feet of retail space is open and operating. "Retail" in this context means a commercial use whose primary purpose is to sell taxable goods to ultimate consumers.*

- c. Impact and other Development Fees. All existing fees will apply, as they may vary over time.
- d. Traffic Study. John Brady will summarize the very detailed volume prepared by McClure Engineering and subsequent intersection design studies (see attached) prepared in cooperation with the DeKalb County Highway Department. County Engineer Bill Lorence was particularly generous in his time and insight to assure entrance designs that would serve the development while also assuring efficient traffic movements on Peace Road.
- e. Variiances. The City's UDO introduced a number of new features, including higher landscaping standards in parking areas, and a new format to more easily direct the eye to such topics as allowable uses in zoning districts. However, for the most part, the UDO did not revise large bodies of local law pertaining to signage and setbacks in commercial areas. This means that the signage and setback codes have not essentially changed in decades, and do not anticipate a regional commercial development of a size roughly comparable in square footage to the Cherry Vale Mall. The following requested variances from the provisions of the UDO are practical in nature, and point toward deficiencies in the law rather than new policy directions.

aa. Signage.

- The permitted maximum sign area for any wall sign on the property shall be increased by fifty (50) percent.
- Each outlot containing a multi-tenant building shall be entitled to one (1) free-standing monument sign of one hundred square feet along Peace Road and one (1) twenty square foot free standing tenant identification sign with a maximum height of seven (7) feet along the inner ring road.
- The shopping center shall be entitled to three (3) three hundred square foot freestanding pylon signs on the Property as follows: one toward the intersection of IL Rt. 23 and Peace Road, one near the intersection of Puri Drive and Peace Road and one near the intersection of Sarah drive and Peace Road. Each shall have a maximum height of thirty-five (35) feet.
- Monument signs shall not be located nearer than five (5) feet to any property line, provided their placement does not impede visibility for vehicular traffic.
- For so long as the owner and/or Developer is actively marketing the development of the Property, it shall have the right to install and maintain two illuminated double-faced 10' x 30' marketing signs on the property, and informational and directional signage on the Property of a reasonable size and configuration. The Owner and/or Developer shall remove such signs promptly after it has ceased marketing the development of the Property.

bb. Setbacks.

- Any outlot with frontage on both Peace Road and the inner ring road shall treat the inner ring road as their rear yard.
- The front yard building setback from Sarah drive and Puri Drive, for commercial uses, shall be twenty-five (25) feet.

cc. Relief from Section 4.4.2.

It is understood that the offsetting tax revenue to be generated from the commercial retail area obviates the need to pace the construction permitting of the proposed duplexes according to the timelines defined by Section 4.4.2 (Ordinance 2005.60).

Recommendation

The First Rockford Group has proposed the largest regional shopping center in Sycamore's history, in terms of the potential for retail development. A favorable Plan Commission recommendation is requested.

B. Consideration of a Petition from Location Finders International and Albertson's Inc. for an Amendment to the Original Annexation Agreement dated June 30, 1999 Between the City of Sycamore and B&B Development, LP, Sycamore Family Farm, LLC, Harold V. Engh, Jr., Florence D. Engh

and the National Bank & Trust Company of Sycamore as Trustee under the Provisions of Trust No. 60-312400-9 to Revise the Preliminary Plat for the Commercially-Zoned Property Located at the Southwest Corner of Peace Road, Plank Road, and Illinois Route 23 and for a Final Plat of Subdivision.

On July 11 the Plan Commission also considered a concept plan submitted by Location Finders International for the commercial development of the 20.55-acre site at the southwest corner of Peace Road, Plank Road and Illinois Route 23. As the Commission will recall, the developer, Location Finders, has a contract with Jewel, Inc. which is a subsidiary of Albertson's of Boise, Idaho, a large national grocer. The City Council annexed the parcel in question and zoned it "C-3" Highway Business District in February, 1999. The original developer, B&B Development, sold the parcel to Location Finders in 2004.

The developer has prepared a revised preliminary plan which would amend the "blank" look of the commercially-zoned parcel on the original preliminary plan. The approval of this revision would constitute an amendment to the original annexation agreement for the Heron Creek subdivision, since the preliminary plan was an exhibit to that agreement.

The following exhibits are appended for the Plan Commission's review and comment:

- Elevation views of the Jewel Osco building
- A revised preliminary plan
- A final plat of subdivision showing 7 lots (Lot 1 would contain the Jewel Osco building and Lot 2 would contain the Jewel Express fuel station)
- A landscape plan

The revised preliminary plan which is the centerpiece of this proposal has the following features:

1. Land Uses. All of the land uses conform to the "C-3" Highway Business District designations in the UDO.
2. Access. The preliminary plan depicts two "right-in, right-out" access points, one on Peace Road and one on Il Rt. 23. Neither has been approved by the respective authorities (the County of DeKalb and IDOT, respectively).
3. Buffering of Adjacent Residential Area. The landscape plan exceeds the requirements of the UDO (Section 6.6.2,I,3) with respect to landscape screening between non-residential and residential areas. In addition to the voluntary buffer area included in the residential portion of the Heron Creek plat, the commercial portion shows an additional buffer with more than the required number of trees and foliage.
4. Storm Water Management. The detention requirements are primarily met by the off-site detention ponds and structures in the Heron Creek subdivision, as anticipated in the original preliminary plan.

5. Variances—none.

Recommendation

The City staff recommends the Commission’s support for this exciting plan for a substantial commercial development on Sycamore’s northeast side, subject to the approval of the County of DeKalb and IDOT with respect to the access arrangements. No recording of the revised preliminary plat or final plat would occur without these approvals.

II Workshop Items--None