

**DEKALB COUNTY REGIONAL PLANNING COMMISSION**  
**MEETING MINUTES**  
**October 28, 2004**

The DeKalb County Regional Planning Commission met on October 28, 2004 at 7:00 p.m. in the DeKalb County Legislative Building, Gathertorium, in Sycamore, IL. In attendance were Commission Members Bill Nicklas, Becky Morphey, Lee Luker, Frank Altmaier, Cheryl "Cookie" Aldis, Rich Gentile, Don Pardridge, Les Bellah, Dennis Ragan, Jerry Thompson, Mark Todd, Roger Steimel and Ray Keller (representing the City of DeKalb). Also in attendance were Director Paul Miller and Secretary Basia Kardaras. Audience members included Jim Schneider.

1. **Roll Call** -- *Mr. Nicklas noted that all members except Mr. Allen were in attendance.*
2. **Approval of Agenda** -- *Ms. Aldis moved to approve the agenda, seconded by Mr. Bellah, and the motion carried unanimously.*
3. **Approval of Minutes** -- Mr. Pardridge asked Staff to strike the word "unofficial" in the second paragraph, page 6, of the September 23<sup>rd</sup> Regional Planning Commission Minutes. Mr. Pardridge also asked Staff to remove "State Funding" and replace with "Permits," from page 6, paragraph two.

*Mr. Thompson moved to approve the amended minutes, seconded by Mr. Pardridge, and the motion carried unanimously.*

4. **Development Case Studies** -- Mr. Nicklas began by explaining that, as agreed upon at the September 23, 2004 Regional Planning Commission meeting, Mr. Gentile from Genoa and Mr. Todd from Waterman would provide "real world" examples of developments that have occurred in their communities. The idea was to illustrate the techniques being used, as well as highlight what worked well and what could have been improved upon or avoided.

Mr. Gentile handed out copies of the Annexation Agreement for the RiverBend Subdivision and displayed a copy of the Preliminary Plat of Subdivision for the development. He began his presentation by discussing the steps the City had taken in reviewing and approving the subdivision proposal. The development included: single family homes, town homes/row houses, a senior enclave, parks, pedestrian trails, and access to the river and forest preserve. Mr. Gentile pointed out that currently the developer had begun work on Phases One and Two of the proposed plan.

Mr. Gentile highlighted the Annexation Agreement as an excellent tool available to cities to efficiently set standards and control growth within the community. He noted that annexation agreements need not be overly complex, but could have specifics related to each individual development. In the case of the RiverBend Subdivision, he highlighted an element dealing with the placement of attached garages. The City of Genoa made it clear

that it did not want garages to extend closer to the street than the house. It implemented this control by an exhibit attached to the Annexation Agreement that contained house footprints that showed where attached garages could go, and control the percentage or numbers of each footprint that could occur in each block of the subdivision. He explained that, although the developer was aware of the specifications and agreed to the footprints, it returned with plans that clearly did not meet terms set forth by the City. Mr. Gentile pointed out that in this case the Annexation Agreement acted as an effective tool in establishing security for the type of housing the City was looking for, and that the City required the developer to adjust the house plans accordingly.

Mr. Thompson asked how many of the builders did not fully understand the Annexation Agreement, and what was the City of Genoa able to do about this? Mr. Gentile mentioned that although he could not give a specific percentage of builders who did not understand the agreement, he was certain a large portion of them were unfamiliar with how it worked. Mr. Gentile also noted that the only thing that the City could do to was educate new and existing builders and developers on how the agreement worked. He also mentioned that by firmly sticking to the agreement, the City had a less difficult time denying plans submitted by builders that did not meet the criteria highlighted in the agreement. In the case of the RiverBend Subdivision, the City of Genoa also denied the developer's plan for the proposed senior enclave, because the developer failed to furnish plans that agreed with those that had been reviewed and approved at the time of the Annexation Agreement.

Mr. Nicklas asked if Genoa used the building elevation exhibit from Annexation Agreement as a template or an exact representation of what the City would accept. Mr. Gentile pointed out that the Agreement was merely an illustration of the style the City wanted, and not something the developer was expected to build exactly.

Mr. Miller noted that the Annexation Agreement used by the City of Genoa for RiverBend could easily serve as a model for other communities. For example, communities located closer to Chicago have for many years used annexation agreements as a tool to mandate such things as building color schemes, garage placement, and even the number of models repeated throughout the subdivision. Mr. Miller also said that what the city needs to communicate to developers is what is acceptable and what is not, and to be able to inform the individual builders of the specifications of the City.

Mr. Gentile mentioned that even though this was a learning process for the City of Genoa, the agreement itself was a valuable tool and would be used again. He clarified that the RiverBend Subdivision was underway and that the Final Plat had been approved.

Mr. Nicklas questioned the pace of production when controlling the specifics of a development, and how this was a factor when effecting economic development. Mr. Miller pointed out that, if it proved to be that case that development was negatively effected by the terms of an annexation agreement, a city could always revisit the agreement and amend it as necessary.

Ms. Aldis also shared an example of a developer in Cortland that had submitted plans with largely front loaded garages. These plans clearly did not meet the requirements set forth by the City of Cortland and after several failed attempts, the City denied the developer from moving forward. Mr. Miller again pointed out that having an annexation agreement in place allows a city to make it clear to developers what it is looking for in terms of growth and development. In addition, a city that mandates certain architectural styles through its annexation agreements would face a far less difficult time deciding on plans brought forth to them by various builders. Mr. Miller also noted that impact fees can also be addressed in an annexation agreement.

Mr. Gentile also talked about the RiverBend Subdivision in reference to the provision of sanitary sewer treatment, noting that the developer had included sewer/water treatment as a part of the plans. He mentioned that the one negative thing the City had encountered in the whole process was the timing of the payment of impact fees. The building permit service used by the City was only collecting these fees at the time occupancy permits were issued for each house, rather than at the time the building permits were applied for. This had some adverse effects on the budget. Mr. Gentile also mentioned that a Special Service Area had been approved to help generate revenues.

Ms. Morphey asked if the plans for the RiverBend Subdivision town homes had been approved. Mr. Gentile pointed out that although the overall look of the town homes changed significantly, plans for “row homes” were approved and scheduled to move forward. The style of the “row homes” were more reminiscent of multi-family dwellings located in the South. Mr. Gentile concluded his presentation by saying that the Annexation Agreement was a valuable tool that would be utilized again by the City of Genoa. In the future, added revisions would be made to make the agreement more specific to the needs of the City.

Mr. Todd from the Village of Waterman began his presentation by using the GreenRidge Subdivision by Kennedy Homes as an example. He handed out copies of the Annexation Agreement and explained that the development would be comprised of approximately 208 single-family homes, 268 multi-family duplexes, and close to eight acres along Rt. 23 would be dedicated for commercial uses. The developer had also designated land for a future fire station and elementary school. Mr. Todd addressed the fact that Kennedy Homes was a well-

organized and pleasant organization to work with. Other than a few minor disagreements, the Village of Waterman prevailed by sticking to the Annexation Agreement. This was the first experience and attempt by the Village of Waterman to utilize the Annexation Agreement when approached by a developer. Mr. Todd agreed with Mr. Gentile that, in the future, the Village would make the appropriate changes necessary to customize the agreement. He stated that one of the keys to the successful Annexation Agreement negotiated for GreenRidge was early dialog between the Village and the other taxing bodies. At first the Village of Waterman did not have Comprehensive Plan or address impact fees. He stated that the Village went to the school, fire protection and library districts early in order to open the lines of communication with respect to the proposed development, so that the impacts and needs of each jurisdiction would be understood and agreed to by all parties. By working with the taxing bodies, the Village gained support in its deliberations with the developer. Mr. Todd talked about the provision of sewer, water, and waste treatment for the subdivision, noting that the developer will pay \$1.2 million toward the sewer treatment facility, \$3 million toward a new water tower, and that the fire protection district would receive \$400 per new home.

Mr. Luker referred to page 29 of the handout, and questioned the reasons for counting on fewer children from a three-bedroom duplex versus a three-bedroom house. Mr. Todd explained that the formula was taken from the company that produces the "Naperville formula." Mr. Miller added that the company updates the figures every two years based on actual counts.

Mr. Keller asked about the price range of the homes in the Kennedy Development. Mr. Todd stated that the average price range would be \$180,000 - \$250,000 for a four-bedroom single family home. He concluded by stating that the Village would continue to use annexation agreements in the future.

5. **Model Annexation Agreement** -- At the September 23, 2004 meeting of the Regional Planning Commission, it was suggested that the Sycamore Creek 2 Annexation Agreement presented by Bill Nicklas of Sycamore could serve as a model for future annexation agreements. Accordingly, Mr. Miller explained that staff has redrafted the agreement, eliminating specific details and adding notes to indicate where sections may be deleted or tailored to individual municipal ordinances and specific development projects. Copies of the model annexation agreement were provided to the commission. Mr. Miller pointed out that he felt the model agreement was fairly comprehensive, and would serve as a good starting point for any residential project. Each municipality could customize the agreement in order to accommodate the needs of any specific development project. Mr. Miller

suggested placing the model Annexation Agreement on the DeKalb County website for all the communities to access.

Mr. Nicklas asked when the model could be on the County website. Mr. Miller said that, if the Commission agrees it is worthwhile, it could be on the website, under the Regional Planning Commission page, the very next day.

The Commission agreed that the model annexation agreement would be useful, and requested staff to proceed with placing it on the website.

#### **6. Municipal Development Projects:**

Mr. Steimel, representing the County, mentioned that the upcoming County Board elections were taking a lot of time and attention. He stated that the Planning and Regulations Committee of the County Board had recommended approval of possible changes to the DeKalb County Zoning Ordinance, and that three informational meetings would be held in November to spread the word out to the public. These meetings would be held in the North, South, and Central parts of the County in order to reach the largest group of people possible. Mr. Steimel concluded by asking the Commission to begin spreading the word amongst their communities. Mr. Miller added that the most significant change being proposed was the elimination of all zoning districts except A-1, Agricultural. All existing non-agricultural uses would be "grandfathered."

Mr. Gentile of Genoa began by referencing the new grocery store was under construction, as well as the new 84 Lumber.

Mr. Ragan of Lee briefly touched upon the prospect of a new wind farm in Lee County. Mr. Miller reminded the Commission that DeKalb County has a moratorium on new wind farm proposals until the year 2006.

Mr. Luker briefly mentioned a new grocery store planned for the City of Hinckley, along with a development of approximately 400 homes that will be moving forward.

Mr. Pardridge of Shabbona mentioned that the Assisted Living Development was under way and has sparked a lot of interest.

Mr. Bellah of Kirkland mentioned the Kennedy Homes Subdivision, and how they were a great developer with which to work. Two model homes are also going up in an unrelated development.

Mr. Todd of Waterman noted that the Monsanto expansion was underway and moving along smoothly. The structure contains office and laboratory units. The antique-style lights are up and running along the reconstructed Rte. 30 in town, and the landscaping would be arriving in the next two weeks. Mr. Todd mentioned that the owners of Nations Pizza would be donating their building to the Village of Waterman by Thanksgiving.

Ms. Aldis mentioned the Corridor Study for Somonauk Road in Cortland was underway to designate where the road cuts would be placed.

Mr. Altmaier of Kingston mentioned there was a show of interest in a lot located downtown that would produce a viable addition to the community and remove an unwanted eyesore in the process. Also, a developer is in the beginning stages of proposing a development plan for a parcel on approximately 190 acres. A separate parcel east of town has also drawn interest.

Mr. Thompson mentioned that the Eagle subdivision located in Malta is progressing forward.

Ms. Morphey noted that the Village of Somonauk had met with a developer and a concept plan was proposed for a future development. The Burlington Sante Fe Group is also working with the municipality to better understand what is available to them in terms of industry along that railroad corridor.

Mr. Keller noted that the Target Facility was moving at a rapid pace in the City of DeKalb, and has targeted the Year 2006 for completion. The Sullivan's Grocery Store is planning their grand-opening for the week before Thanksgiving, and the Schnooks grocery chain is still reviewing a potential site. The City is also undertaking a plan for improvements to State Rte. 38 from Peace Road into downtown, with an eye not only toward improving aesthetics but improving the economics of the area.

Mr. Nicklas noted that the City of Sycamore's Comprehensive Plan emphasizes maintaining and enhancing the City's historic core. Construction is underway on side streets to install landscaping and fixtures to implement this goal. He pointed out that construction is underway for expanding the intersection of Peace and Bethany Roads into four lanes and adding a signal.

Mr. Miller reminded the Commission that the next meeting would be on the fourth Thursday of January, 2005.

7. **Adjournment** – *Mr. Luker motioned to adjourn, seconded by Mr. Pardridge, and the motion carried unanimously.*

Respectfully submitted,

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Bill Nicklas  
Chairman, DeKalb County Regional Planning Commission

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