



PLANNING & ZONING COMMISSION

TO: City of Peoria Planning & Zoning Commission

FROM: Development Review Board (Prepared by Leah Allison)

DATE: September 2, 2021

CASE NO: PZ 474-2021

REQUEST: Hold a Public Hearing and forward a recommendation to City Council on the request of Harry and Deneen Miller to approve an Annexation Petition and Annexation Agreement with a request to rezone (upon annexation) from a Class R-3 (Single Family Residential) District to a Class A-1 (Agricultural) District and including a Preliminary Plat for the property located at 1310 E Dickison Lane (Parcel Identification No. 09-22-300-005), Chillicothe, IL. (Council District 5)

SUMMARY OF PROPOSAL

The petitioner is requesting to:

- 1) Upon contiguity with the City of Peoria, annex PIN 09-22-300-005 comprised of 71.4 acres.
- 2) Rezone (upon annexation) property from Class R-3 (Single Family Residential) to Class A-1 (Agricultural).
- 3) Subdivide the property into four lots less than 40 acres in size and without connection to a public sanitary sewer system.

Proposed terms of the Annexation Agreement include:

- 1) Property shall be zoned Class A-1 (Agricultural).
- 2) Approval of a preliminary/final subdivision plat containing four lots with frontage on Dickison Lane.
- 3) City shall not require the construction or installation of curbs and gutters, storm sewers, sanitary sewers, or public water.
- 4) No further division of the four lots.
- 5) Any new residences constructed on the property must contain a residential sprinkler system.

The property is currently not contiguous to the City of Peoria corporate boundary. Therefore annexation will not occur at this time but upon a future time if contiguity is established. Such contiguity must be established within the 20 year term of the annexation agreement. If contiguity is not established within 20 years, the property will not be annexed to the City of Peoria and the annexation agreement will expire.

BACKGROUND

Property Characteristics

The subject property contains 71.4 acres of land and is currently developed with two single family residences and several non-residential outbuildings. The property is partially farmed with the remainder being wooded land.

Access to the property is available from Dickison Lane.

DEVELOPMENT REVIEW BOARD ANALYSIS

The DRB examines each application against the appropriate standards found in the Code of the City of Peoria and/or in case law.

Standard	Standard Met per DRB Review	DRB Condition Request & Justification
No detriment to public health, safety, or general welfare	Yes	None
No injury to other property or diminish property values	Yes	None
No impediment to orderly development	Yes	None
Provides adequate facilities	Yes	None
Ingress/Egress measures designed to minimize traffic congestion	Yes	None
If a public use/service, then a public benefit	N/A	N/A
Conforms to all district regulations	Yes	None
Comprehensive Plan Critical Success Factors	Grow Employers and Jobs	N/A
City Council Strategic Plan Goals	Smart Population Growth	N/A
Comprehensive Plan Future Land Use Designation	The Future Land Use Designation is Agricultural and Conservation.	

DEVELOPMENT REVIEW BOARD RECOMMENDATION

The Development Review Board recommends approval of the request subject to the following:

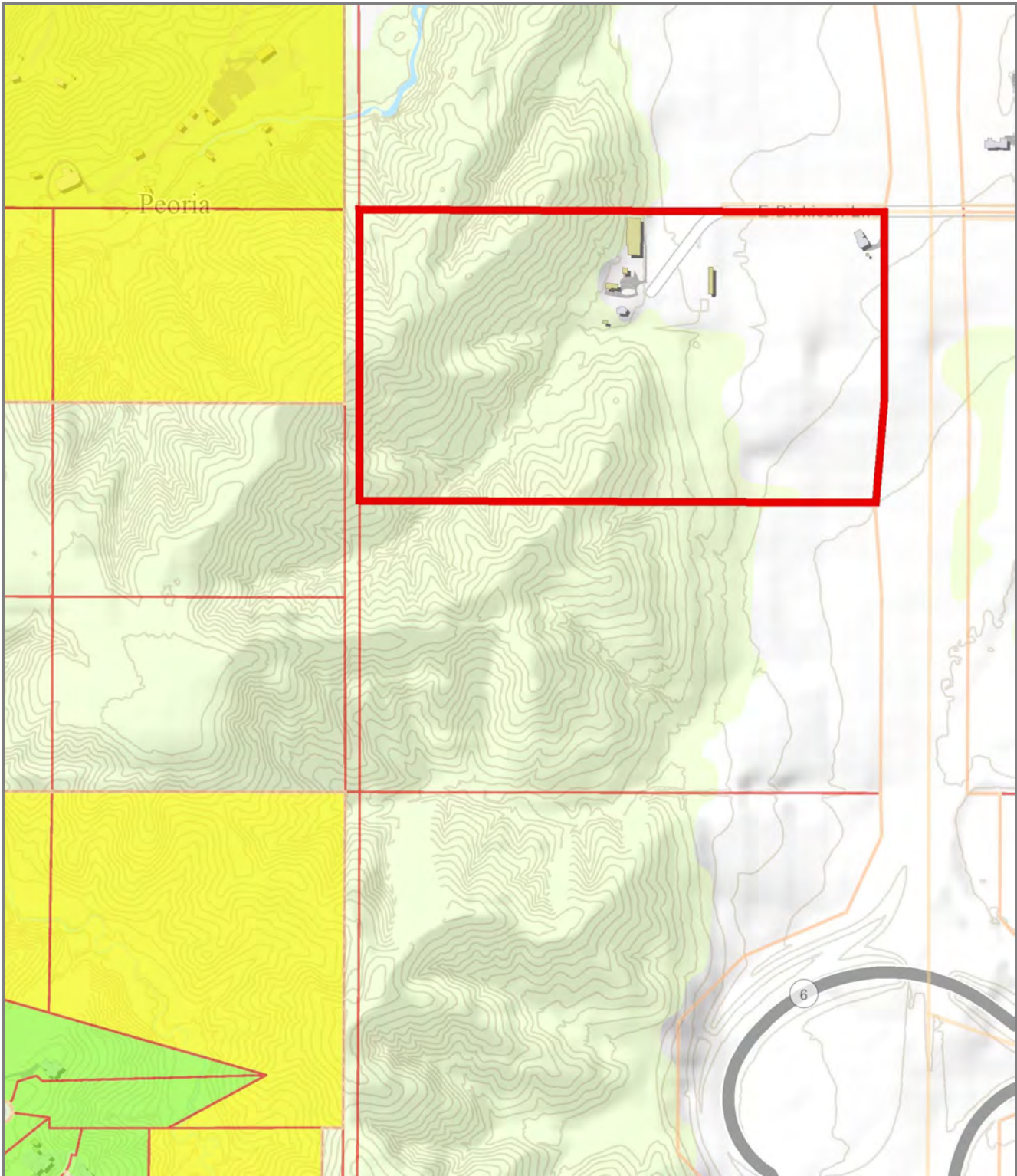
- 1) Submit a preliminary and final subdivision plat consistent with Exhibit B for review and approval.
- 2) Waiver to allow four lots less than 40 acres in size without connection to a public sanitary sewer system.

NOTE: If a City Code Requirement is not listed as a waiver, then it is a required component of the development. The applicant is responsible for meetings all applicable code requirements through all phases of the development.

ATTACHMENTS

1. Surrounding Zoning
2. Aerial Photo
3. Proposed Annexation Agreement with subdivision exhibit

1310 E Dickison Lane



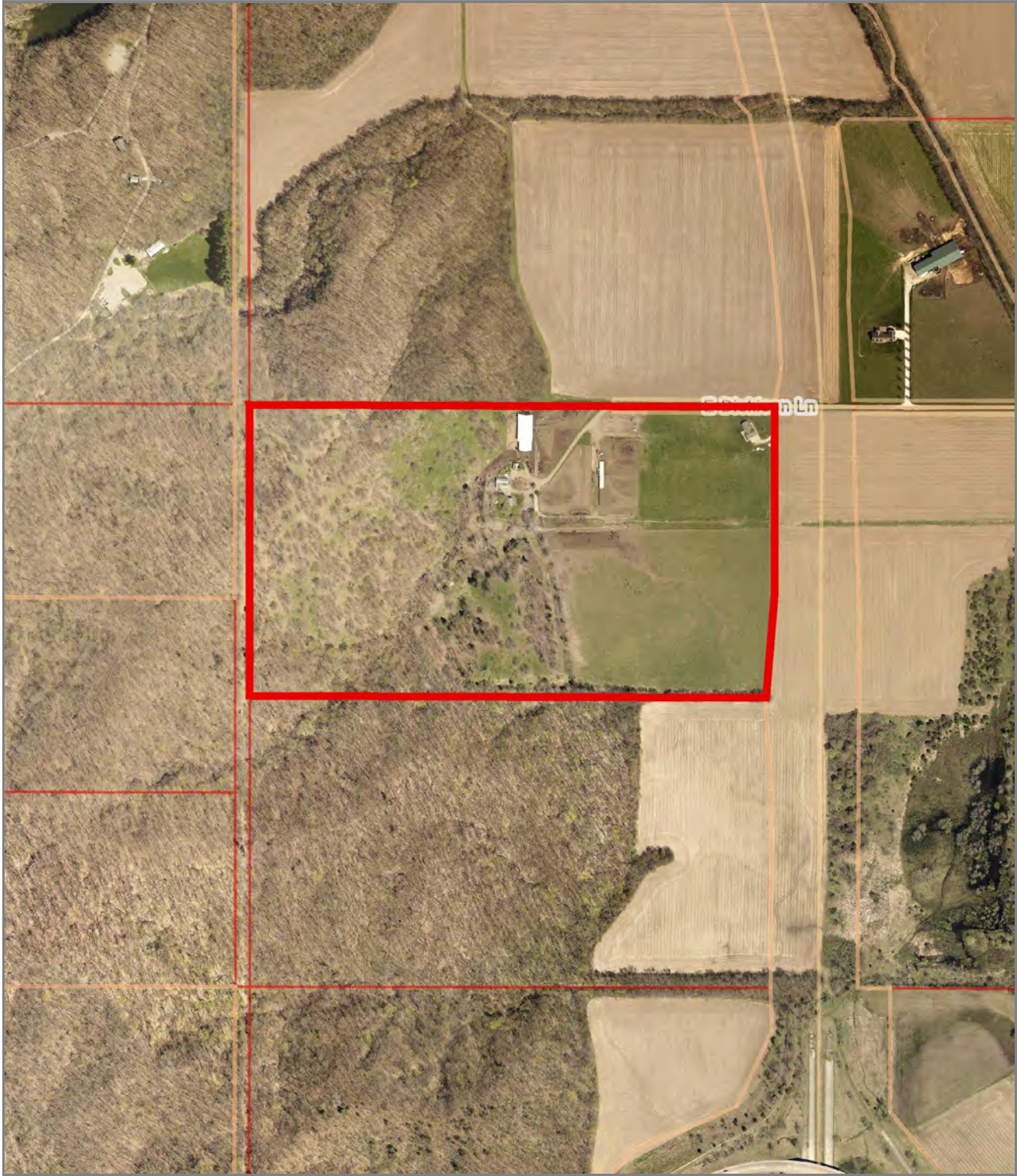
Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. -Peoria County GIS Division



Map Scale
1 inch = 667 feet
8/10/2021



Peoria County, IL



Disclaimer: Data is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The burden for determining fitness for, or the appropriateness for use, rests solely on the requester. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is in a constant state of maintenance. This website is NOT intended to be used for legal litigation or boundary disputes and is informational only. -Peoria County GIS Division

Map Scale
1 inch = 667 feet
8/10/2021



PRE-ANNEXATION AGREEMENT

This Annexation Agreement, effective the ____ day of _____, 2021, is by and between the City of Peoria, a municipal corporation, hereinafter referred to as “City”, and HARRY F. MILLER, JR. and DENEEN K. MILLER, as husband and wife and each individually in their own right, hereinafter collectively referred to as “Miller”.

RECITALS

Whereas, Miller is the sole owner of certain property located in Peoria County, Illinois, which is legally described on attached Exhibit A and hereinafter referred to as the “Property”;

Whereas, the Property consists of approximately 71.4 acres of mostly uninhabited land that is not contiguous to City;

Whereas, a public hearing was held following property publication of notice of the hearing to permit public comments regarding this Agreement.

Whereas, City has determined that it is in the best interests of City to provide for the planned and managed growth of City;

Whereas, City has determined it is in the best interests of City to provide that property identified as potential growth areas for City shall be developed in accordance with City ordinances with an appropriate infrastructure given the proposed density of the Property;

Whereas, City and Miller want to enter into an agreement that will provide for annexation of the Property into City if and when the Property becomes contiguous to City.

Whereas, proper notice has been given to all library districts and fire protection districts located within the Property.

Whereas, notice of a proposed annexation has been given to township supervisors, township road commissioners having jurisdiction over any road to be affected by the proposed Annexation, and all other individuals and governmental entities required by statute.

AGREEMENTS

Now, therefore, for one dollar and other good and valuable consideration in hand received, it is hereby agreed as follows:

1. **Annexation**. City, at City’s sole option, may annex the Property into City if and when the Property becomes contiguous to City. The annexation of the Property shall become

effective as of the date that City records in the office of the Peoria County Clerk a notice of City's election to annex the Property. No additional public hearings shall be required to annex the Property.

2. **Applicability:** This Agreement shall constitute a covenant running with the land and shall be binding upon all grantees, successors, and assigns of Miller. The recording of a notice of this Agreement shall constitute public notice to future owners of all or any portion of the Property, subdivided or not, that the Property may be annexed into City pursuant to the terms of this Agreement.

3. **Term of Agreement/Survivability of Obligations:** This Agreement shall expire and all duties and obligations detailed herein shall be terminated if the Property does not become contiguous to and annexed into City within 20 years of the effective date of this Agreement. If the Property does become contiguous and is annexed into City prior to 20 years from the effective date of this Agreement, the duties and obligations detailed herein shall survive such annexation.

4. **Zoning:** At the time of annexation, City shall zone the Property A-1 (agricultural), or the then closest equivalent of the A-1 zoning classification.

5. **Plat Approval:** City approves the subdivision exhibit of the Property attached hereto as Exhibit B and shall approve a preliminary/final plat of the Property upon submission by Miller, provided such preliminary/final plat is generally consistent with the attached subdivision exhibit and provided such preliminary/final plat meets all requirements of a preliminary/final plat except for those items that may be omitted as specifically detailed herein.

6. **Stormwater and Erosion Control:** All construction and development within the Property shall be in accordance with all applicable stormwater and erosion control ordinances.

7. **Infrastructure Construction:** As long as the Property is not divided into more than four separate parcels per the preliminary plat, the Property may be developed in accordance with the rural standards. All four (4) proposed parcels presently border on East Dickison Lane, Medina Township. City shall not require the construction or installation of curbs and gutters, storm sewers, sanitary sewers, or public water.

8. **Additional Development:** None of the proposed four (4) parcels may be further subdivided.

9. **Compliance With Building Codes:** All construction of residences within the property shall comply with the then applicable building codes of City.

10. **Compliance With Fire Regulations:** All construction and development within the Property shall comply with the then applicable City of Peoria fire and life safety regulations, except as hereinafter detailed. "All construction and development within the Property" shall, for the purpose of this Annexation Agreement, be defined as the construction of not more than one single family residential dwelling, plus any non-residential outbuildings. Any new residences constructed on the Property must contain a residential sprinkler system. Such sprinkler system must be installed in accordance with the accepted standards for residential sprinkler systems as outlined in N.F.P.A. 13D. Note those standards do permit design flexibility for the submission of an alternative system or components such as, but not limited to, a nonredundant sprinkler system. Any alternative system must be approved by the City of Peoria Fire Department.

11. **Prohibition Against Annexation.** During the term of this Agreement, Miller may not petition to annex into any other municipality.

12. **Topographic Information:** City shall not require the preparation or production of topographic information pertaining to the Property as a condition to approval of the final plat of the Property.

13. **General Provisions:** The following general terms, conditions and definitions shall be applicable to the interpretation and construction of this Agreement.

a. **Applicable Law:** This Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning matters detailed herein shall be commenced in Peoria County, Illinois.

b. **Waiver:** The waiver of any right, term, or condition detailed in this Agreement, or the forbearance of enforcement of any right in the event of a breach of any term of this Agreement, shall not be deemed to be a waiver or release of any future right or cause of action arising from the commission of any additional act or breach of a similar or dissimilar nature. Any delay in enforcement of rights arising from a particular breach shall not act as a waiver of the right to pursue all available remedies. Waiver of a right, term or condition in regards to a particular individual or entity shall not entitle any other individual or entity to a similar waiver.

c. **Timeliness of the Performance:** Time shall be of the essence in regards to the performance of all duties, obligations, and payments detailed herein.

d. **Additional Documentation:** The parties hereto shall execute and deliver such additional documentation as may be necessary to further the purpose and intent of this Agreement as appropriate.

- e. Illegality of Terms: If any provision, term or condition of this Agreement or a part thereof shall be deemed illegal and/or unenforceable due to statute, rule of law, or Court Order, the remaining provisions of this Agreement shall remain in full force and effect with the interpretation of this Agreement, in so far as legally possible, to be in accordance with the general intent demonstrated herein.
- f. Agreement Binding: This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- g. Attorney's Fees: In the event of a default in regards to the performance of any of the duties and obligations detailed herein, the non-defaulting party shall be entitled to recover all reasonable attorney's fees, Court costs or related charges incurred in regards to the curing of such default, the protection of rights detailed herein, or the pursuit of any remedies. Such fees shall be recoverable whether incurred for general counsel, negotiations, trial, or appeal.
- h. Captions: All captions or headings contained within this Agreement are for convenience and reference only, and same shall not be construed as a modification, limitation, or definition of the contents of any provision or paragraph contained herein.
- i. Duplication of Agreement: This Agreement may be executed in any number of duplicates or counterparts, each of which shall be deemed an original, but all of which shall comprise one in the same instrument.
- j. Gender: Reference to gender or singular or plural pronouns shall not be construed as a limitation of the terms of this Agreement.
- k. Notices: Any notice required to be given by the terms of this Agreement shall be in writing and shall be deemed to have been served the earlier of: a) the date of personal delivery; or b) three days after the deposit of said written notice into the United States Mail, provided same is sent by registered or certified mail, return receipt requested, properly stamped and addressed to the respective party at the address detailed herein, or such other reasonable address as may be periodically requested in writing, with said addresses detailed as follows:

CITY OF PEORIA
ATTN: CITY CLERK
419 Fulton
Peoria, L 61602

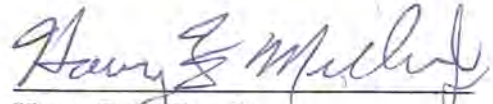
Harry F. Miller, Jr. and Deneen K. Miller
2020 Wilkens Drive
Chillicothe, IL 61523

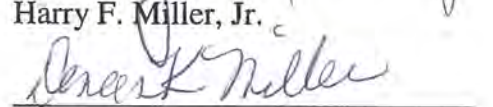
1. Entirety of Agreement: This Agreement represents the entire agreement of the parties hereto as of the date hereof. This Agreement is not modified or expanded by any oral representations or warranties, and any such prior oral representations or warranties are expressly waived if not detailed herein.

In witness whereof, the parties have placed their hands and seals the day and year first written above.

CITY OF PEORIA

By: _____
Its: Mayor



Harry F. Miller, Jr.


Deneen K. Miller

ATTEST:

By: _____
Its: City Clerk

Examined and approved by:

Corporate Counsel
Date of Signature: _____

STATE OF ILLINOIS)
)ss.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Mayor of the City of Peoria, and _____, personally known to me to be the City Clerk of the City of Peoria, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed

thereto, pursuant to authority given by the corporate authorities of the City of Peoria for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2021.

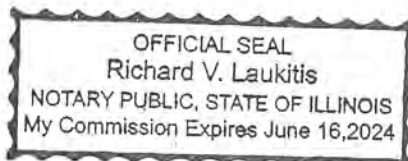
Notary Public

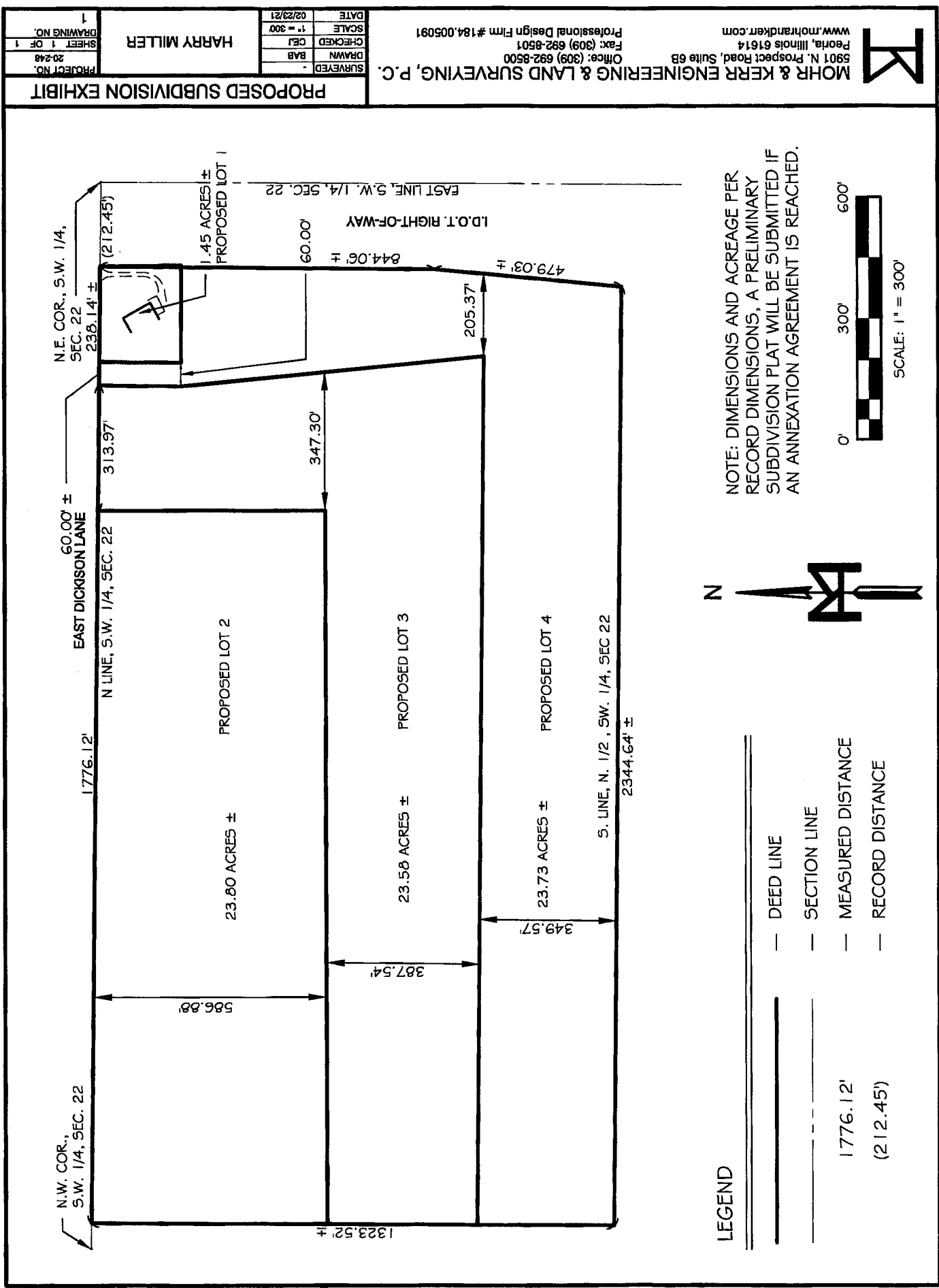
STATE OF ILLINOIS)
)ss.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harry F. Miller, Jr. and Deneen K. Miller, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

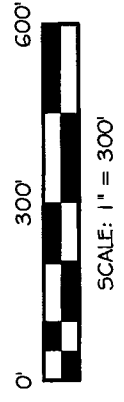
Given under my hand and notarial seal, this 27th day of August, 2021.

Richard V. Laukitis
Notary Public





NOTE: DIMENSIONS AND ACREAGE PER RECORD DIMENSIONS, A PRELIMINARY SUBDIVISION PLAT WILL BE SUBMITTED IF AN ANNEXATION AGREEMENT IS REACHED.



LEGEND

—	DEED LINE
—	SECTION LINE
—	MEASURED DISTANCE
—	RECORD DISTANCE



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
 5901 N. Prospect Road, Suite 6B
 Peoria, Illinois 61614
 www.mohrpkerr.com
 Office: (309) 692-8500
 Fax: (309) 692-8501
 Professional Design Firm #184.005091

SURVEYED	DATE
—	02/23/21
DRAWN	SCALE
BAB	1" = 300'
CED	CHECKED
—	—

HARRY MILLER
 PROJECT NO. 20-248
 SHEET 1 OF 1
 DRAWING NO. 1

PROPOSED SUBDIVISION EXHIBIT