



**Plan and Zoning Commission
6:00 p.m. Tuesday, March 7, 2023
Village of Mahomet - Administrative Office
Meeting Viewing Available Via Zoom**

Join Zoom Meeting

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Meeting ID: 858 4053 3435

Passcode: 61853

AGENDA

1. CALL TO ORDER

2. ROLL CALL

- 3. PUBLIC COMMENT:** The Commission welcomes your input. Interested citizens are invited to provide comments either in person at the public hearing or by prior written statement. Public comments may be submitted in hard copy by placing them in the drop box outside of the Administrative Office (503 E. Main Street, Mahomet) before 2:00 pm on March 7, 2023 or by email submission to Abby Heckman, aheckman@mahomet-il.gov no later than 4:00 pm on March 7, 2023 to ensure placement of such comments in the official record of the meeting. PUBLIC COMMENT NOT PERMITTED VIA VIDEO OR AUDIO.

4. MINUTES: NOVEMBER 1, 2022

5. PUBLIC HEARING(S):

ZA2023-02: VISIONARY HOSPITALITY SERVICES, INC. /PURNELL DEVELOPMENT, LLC
A RESOLUTION CONCERNING A REZONING FOR 21.15± ACRES OF UNDEVELOPED LAND FROM R-1A SINGLE-FAMILY RESIDENTIAL TO C-2 GENERAL COMMERCIAL DISTRICT LOCATED AT THE SOUTHWEST CORNER OF THE OAK STREET (US150) AND S PRAIRIEVIEW ROAD INTERSECTION

6. RESOLUTIONS and MOTIONS (TO BE ACTED UPON):

ZA2023-02: VISIONARY HOSPITALITY SERVICES, INC. /PURNELL DEVELOPMENT, LLC
A RESOLUTION CONCERNING A REZONING FOR 21.15± ACRES OF UNDEVELOPED LAND FROM R-1A SINGLE-FAMILY RESIDENTIAL TO C-2 GENERAL COMMERCIAL DISTRICT LOCATED AT THE SOUTHWEST CORNER OF THE OAK STREET (US150) AND S PRAIRIEVIEW ROAD INTERSECTION

ZA2023-01: 2023 OFFICIAL ZONING MAP

A RESOLUTION CONCERNING APPROVAL AND PUBLICATION OF THE 2023 OFFICIAL ZONING MAP

7. COMMISSIONER / STAFF COMMENTS:

NEXT PZC MEETING – APRIL 4, 2023

8. ADJOURN

PLAN AND ZONING COMMISSION
MEETING MINUTES - DRAFT
November 1, 2022

CALL TO ORDER: The meeting was called to order at 7:00pm on Tuesday November 1, 2022.

ROLL CALL:

Members Present: Steve Briney, Robert DeAtley, Phillip Schaefer (arrived at 7:02pm), Bob Buchanan, Mike Buzicky, and Mandi Simeone

Members Absent: Earl Seamands

Others Present: Village Administrator Patrick Brown, Village Attorney Joe Chamley and Planner Abby Heckman.

PUBLIC COMMENT: Mr. DeAtley asked if there were any public comments related to items that are not on the agenda and no one came forward. Abby Heckman stated no written comments were submitted.

MINUTES: August 2, 2022

Mr. DeAtley stated a revised set of minutes was provided to the Commission. Revisions were to correct minor typos.

Abby Heckman stated the online packet was updated with the revised minutes.

Simeone moved to approve August 2, 2022 as presented. Buzicky seconded the motion. ROLL CALL. 5-0-1. Briney abstained. Motion Passed.

Mr. Schaefer arrived at 7:02pm.

PUBLIC HEARING(S):

ZA2022-05: TODD AND CONNIE LAFOND

A RESOLUTION CONCERNING A REZONING FOR 0.49± ACRE OF LAND FROM R-1A SINGLE-FAMILY RESIDENTIAL TO R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT LOCATED ON THE EAST SIDE OF COLONY GROVE APPROXIMATELY 410 FEET SOUTH OF W STATE STREET, COMMONLY KNOWN AS 702 COLONY GROVE

Mr. DeAtley read through the public hearing procedure for those that wanted to speak to the public hearing.

Mr. DeAtley asked staff to provide an overview of the case.

Abby Heckman presented information provided in the staff memo.

Mr. DeAtley asked if the petitioner wanted to speak, and no one came forward.

Mr. Schaefer asked Abby Heckman if there was any opposition.

Abby Heckman stated that she received a couple phone calls wanting clarifying information about the requested classification but no one stated or submitted anything in opposition. She stated that the allowed uses in both districts are essentially the same.

Mr. DeAtley asked if the petitioner or anyone else from the public would like to speak to the public hearing. No one came forward.

Buchanan moved to close the public hearing for ZA2022-05. Someone seconded the motion. ROLL CALL. 6-0. Motion Passed.

ZA2022-06: KYLE MITCHEM

A RESOLUTION CONCERNING A REZONING FOR 0.73± ACRE OF LAND FROM I-2 INDUSTRIAL TO C-2 GENERAL COMMERCIAL DISTRICT LOCATED ON THE WEST SIDE OF S DIVISION STREET AT THE NORTHWEST CORNER OF THE DIVISION AND WASHINGTON STREET INTERSECTION, COMMONLY KNOWN AS 609 S DIVISION STREET

Mr. DeAtley asked staff to provide an overview of the case.

Abby Heckman presented information provided in the staff memo.

Mr. DeAtley asked staff if any feedback was received from neighbors.

Abby Heckman stated surrounding properties within 250 feet were sent a courtesy notice as usual for rezonings. No calls or comments were received related to the rezoning.

Mr. Buchanan stated he has lived in the same subdivision since 1980. The property was the Mahomet Feed Store when he moved there, and the operator/owner lived on site. He stated it has been a residence for at least 40 years and there has never been any sort of problem with the residence for the neighborhood.

Mr. Schaefer stated he supported a business owner trying to live on the same site as their business.

Mr. Buzicky asked if the dwelling would be new.

Abby Heckman stated they plan to use the same dwelling that is already within the building. No new separate dwelling structure would be built.

Mr. DeAtley asked if the applicant would like to add anything, and no one came forward.

Mr. DeAtley asked if there was anyone else from the public that wanted to speak to the rezoning request.

Schaefer moved to close the public hearing for ZA2022-06. Someone seconded the motion. ROLL CALL. 6-0. Motion Passed.

CU2022-04: KYLE MITCHEM

A RESOLUTION CONCERNING A CONDITIONAL USE PERMIT TO ESTABLISH A RESIDENTIAL DWELLING ALONG WITH AN ANIMAL CLINIC / HOSPITAL FACILITY ON 0.73± ACRE OF LAND WITH PROPOSED C-2 GENERAL COMMERCIAL ZONING LOCATED ON THE WEST SIDE OF S DIVISION STREET AT THE NORTHWEST CORNER OF THE DIVISION AND WASHINGTON STREET INTERSECTION, COMMONLY KNOWN AS 609 S DIVISION STREET

Mr. DeAtley asked staff if there was anything else to add since the topic was also discussed with the previous public hearing.

Abby Heckman stated conditions can be added to a Conditional Use permit. Staff has prepared standard conditions and also added the Conditional Use is subject to approval of the rezoning request and only one dwelling is permitted in the resolution language staff has prepared.

Mr. DeAtley asked if the petitioner or anyone from the public that wanted to speak to the conditional use request.

Briney moved to close the public hearing for CU2022-04. Simeone seconded the motion. ROLL CALL. 6-0. Motion Passed.

ZONING ORDINANCE TEXT AMENDMENT

RESOLUTIONS CONCERNING TEXT AMENDMENTS RELATED TO AC CONSERVATION DISTRICT PERMITTED AND CONDITIONAL USES, SIGN DEFINITIONS, SIGNS ALLOWED IN ALL DISTRICTS WITHOUT A PERMIT, AND TEMPORARY SIGNS.

Mr. DeAtley asked staff to provide an overview of the case.

Abby Heckman presented information provided in the staff memo. The text amendment was broken into two resolutions, one related to the AC district and one related to signs.

Mr. DeAtley asked if anyone from the public that wanted to speak to the text amendment. No one came forward.

Mr. Buzicky asked the reasoning behind the 16 square foot political sign.

Patrick Brown stated that staff felt like political candidates would not spend money for larger signs in residential areas and therefore it is somewhat self-regulating. You will likely see larger signs on properties that have frontage on higher traffic roads.

Abby Heckman stated the change would hopefully eliminate questions we have now about why certain properties get larger signs. This would make the rules even for all properties.

Buchanan moved to close the public hearing for the ZO text amendment. Simeone seconded the motion. ROLL CALL. 6-0. Motion Passed.

RESOLUTIONS and MOTIONS (TO BE ACTED UPON):

ZA2022-05: TODD AND CONNIE LAFOND

A RESOLUTION CONCERNING A REZONING FOR 0.49± ACRE OF LAND FROM R-1A SINGLE-FAMILY RESIDENTIAL TO R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT LOCATED ON THE EAST SIDE OF COLONY GROVE APPROXIMATELY 410 FEET SOUTH OF W STATE STREET, COMMONLY KNOWN AS 702 COLONY GROVE

Mr. Buzicky asked what the intension of the land exchange was.

Abby Heckman stated that the intension, if the rezoning is approved, it for the effected properties to file for a Certificate of Exemption Subdivision. The intention of the Certificate of Exemption Subdivision is to exchange property between adjoining land that has already been subdivided.

Mr. DeAtley went through the findings of fact and asked that commissioners speak up if they do not agree.

Buchanan moved to grant ZA2022-05 with findings of fact as stated below. Someone seconded the motion.
ROLL CALL. 6-0. Motion Passed.

BE IT THEREFORE RESOLVED this 1st day of November, 2022 by the Plan and Zoning Commission of the Village of Mahomet that:

- A. The Plan and Zoning Commission does hereby further set forth the following findings of fact concerning the requested zoning amendment:
1. The procedural requirements for zoning establishment or amendment **HAVE** been met.
 2. The proposed zoning **DOES** conform with the intent of the Village Comprehensive Plan.
 3. The proposed zoning **IS** consistent with the proposed use of the site.
 4. The proposed zoning **WILL** be compatible with the established land use pattern in the vicinity.
 5. The proposed zoning **DOES NOT** create an isolated, unrelated zoning district.
 6. The site **IS** suitable for the uses allowed in the proposed zoning district.
 7. The proposed zoning **WILL** be consistent with the health, safety and general welfare of the public.
 8. Major land uses in the neighborhood **HAVE NOT** changed since zoning was applied to this site.
 9. The proposed zoning **IS** consistent with the existing zoning designations in the surrounding area.
 10. The proposed zoning **WILL NOT** be contrary to the original purpose and intent of the Zoning Ordinance.
 11. The proposed zoning **WILL NOT** be injurious to the use and enjoyment of adjacent properties.
 12. The proposed zoning **WILL** promote the orderly development of the site and surrounding properties.
 13. The proposed zoning **WILL NOT** significantly adversely impact existing traffic patterns.
 14. Adequate facilities for municipal sanitary sewage disposal and water supply **ARE** available for the site.
 15. Adequate provisions for stormwater drainage **ARE** available for this site.
 16. The proposed zoning **WILL NOT** adversely impact police protection or fire protection.
 17. The proposed zoning **WILL NOT** significantly adversely impact schools or other public facilities.
 18. The proposed zoning **WILL NOT** conflict with existing public commitments for planned public improvements.
 19. The proposed zoning **WILL NOT** adversely influence living conditions in the immediate vicinity.
 20. The proposed zoning **WILL** preserve the essential character of the neighborhood in which it is located.
 21. The proposed change **WILL NOT** significantly alter the population density pattern.
 22. The value of adjacent property **WILL NOT** be diminished by the proposed zoning.
 23. The proposed zoning **WILL** enhance the value of the petitioner's property.
 24. The proposed zoning **WILL NOT** constitute an entering wedge affecting the use or development of adjacent property.
 25. If denied, the petitioner **WILL** suffer deterioration to his or her property value.
 26. The proposed zoning **DOES NOT** correct an error in the original zoning of this site.
 27. **NOT APPLICABLE** If the property is currently vacant, the length of time the property has remained vacant as zoned **HAS / HAS NOT** been considered in the context of land development in the area and in the vicinity of the subject property.
 28. The proposed change in zoning **WILL NOT** result in private investment that would be beneficial to the development or redevelopment of a vacant property or deteriorated neighborhood.
 29. There **IS** a need in the community for additional land within the requested zoning district.
 30. The proposed zoning **WILL NOT** adversely impact agricultural farming operations in the vicinity of this site.
 31. The proposed rezoning **IS** consistent with Village Comprehensive Plan policies concerning the protection of prime farmland when appropriate.
 32. The proposed rezoning **WILL NOT** result in long term adverse environmental consequences to natural areas and wildlife habitat.

33. The LaSalle Factors for evaluation of zoning decisions **HAVE** been considered during the review of this proposed rezoning request.
- B. The Plan and Zoning Commission does hereby recommend that the Board of Trustees of the Village of Mahomet **GRANT** the requested zoning map amendment for the subject property from R-1A Single-Family Residential to R-1B Single-Family Residential district.

Abby Heckman stated for clarification that the cases tonight receive a recommendation to the Board of Trustees. The BOT will discuss at their study session in two (2) weeks. The first opportunity for final action will be at their regular meeting in three (3) weeks.

ZA2022-06: KYLE MITCHEM

A RESOLUTION CONCERNING A REZONING FOR 0.73± ACRE OF LAND FROM I-2 INDUSTRIAL TO C-2 GENERAL COMMERCIAL DISTRICT LOCATED ON THE WEST SIDE OF S DIVISION STREET AT THE NORTHWEST CORNER OF THE DIVISION AND WASHINGTON STREET INTERSECTION, COMMONLY KNOWN AS 609 S DIVISION STREET

Mr. DeAtley went through the findings of fact and asked that commissioners speak up if they do not agree.

Briney moved to grant ZA2022-06 with the findings of fact as stated below. Schaefer seconded the motion.
ROLL CALL. 6-0. Motion Passed.

BE IT THEREFORE RESOLVED this 1st day of November, 2022 by the Plan and Zoning Commission of the Village of Mahomet that:

- A. The Plan and Zoning Commission does hereby further set forth the following findings of fact concerning the requested zoning amendment:
1. The procedural requirements for zoning establishment or amendment **HAVE** been met.
 2. The proposed zoning **DOES** conform with the intent of the Village Comprehensive Plan.
 3. The proposed zoning **IS** consistent with the proposed use of the site.
 4. The proposed zoning **WILL** be compatible with the established land use pattern in the vicinity.
 5. The proposed zoning **DOES NOT** create an isolated, unrelated zoning district.
 6. The site **IS** suitable for the uses allowed in the proposed zoning district.
 7. The proposed zoning **WILL** be consistent with the health, safety and general welfare of the public.
 8. Major land uses in the neighborhood **HAVE NOT** changed since zoning was applied to this site.
 9. The proposed zoning **IS** consistent with the existing zoning designations in the surrounding area.
 10. The proposed zoning **WILL NOT** be contrary to the original purpose and intent of the Zoning Ordinance.
 11. The proposed zoning **WILL NOT** be injurious to the use and enjoyment of adjacent properties.
 12. The proposed zoning **WILL** promote the orderly development of the site and surrounding properties.
 13. The proposed zoning **WILL NOT** significantly adversely impact existing traffic patterns.
 14. Adequate facilities for municipal sanitary sewage disposal and water supply **ARE** available for the site.
 15. Adequate provisions for stormwater drainage **ARE** available for this site.
 16. The proposed zoning **WILL NOT** adversely impact police protection or fire protection.
 17. The proposed zoning **WILL NOT** significantly adversely impact schools or other public facilities.
 18. The proposed zoning **WILL NOT** conflict with existing public commitments for planned public improvements.
 19. The proposed zoning **WILL NOT** adversely influence living conditions in the immediate vicinity.
 20. The proposed zoning **WILL** preserve the essential character of the neighborhood in which it is located.
 21. The proposed change **WILL NOT** significantly alter the population density pattern.
 22. The value of adjacent property **WILL NOT** be diminished by the proposed zoning.

23. The proposed zoning **WILL** enhance the value of the petitioner's property.
 24. The proposed zoning **WILL NOT** constitute an entering wedge affecting the use or development of adjacent property.
 25. If denied, the petitioner **WILL** suffer deterioration to his or her property value.
 26. The proposed zoning **DOES NOT** correct an error in the original zoning of this site.
 27. **NOT APPLICABLE** If the property is currently vacant, the length of time the property has remained vacant as zoned **HAS / HAS NOT** been considered in the context of land development in the area and in the vicinity of the subject property.
 28. The proposed change in zoning **WILL** result in private investment that would be beneficial to the development or redevelopment of a vacant property or deteriorated neighborhood.
 29. There **IS** a need in the community for additional land within the requested zoning district.
 30. The proposed zoning **WILL NOT** adversely impact agricultural farming operations in the vicinity of this site.
 31. The proposed rezoning **IS** consistent with Village Comprehensive Plan policies concerning the protection of prime farmland when appropriate.
 32. The proposed rezoning **WILL NOT** result in long term adverse environmental consequences to natural areas and wildlife habitat.
 33. The LaSalle Factors for evaluation of zoning decisions **HAVE** been considered during the review of this proposed rezoning request.
- B. The Plan and Zoning Commission does hereby recommend that the Board of Trustees of the Village of Mahomet **GRANT** the requested zoning map amendment for the subject property from I-2 Industrial to C-2 General Commercial district.

CU2022-04: KYLE MITCHEM

A RESOLUTION CONCERNING A CONDITIONAL USE PERMIT TO ESTABLISH A RESIDENTIAL DWELLING ALONG WITH AN ANIMAL CLINIC / HOSPITAL FACILITY ON 0.73± ACRE OF LAND WITH PROPOSED C-2 GENERAL COMMERCIAL ZONING LOCATED ON THE WEST SIDE OF S DIVISION STREET AT THE NORTHWEST CORNER OF THE DIVISION AND WASHINGTON STREET INTERSECTION, COMMONLY KNOWN AS 609 S DIVISION STREET

Abby Heckman read through the conditions in the draft resolution prepared by staff.

Mr. DeAtley went through the findings of fact and asked that commissioners speak up if they do not agree.

Mr. Schaefer asked the Village Attorney to explain "public necessity", referring to item f in the resolution.

Joe Chamley stated that it is a very broad term and could be that the needs of the few outweigh the detriment to the many so therefore the public benefit the petitioner receives outweighs any of the negative impacts of what they are trying to do. It could be in the public's best interest to allow because there is no real downside to the public.

Mr. Schaefer stated that if it was good for the applicant and there is no negative impact to the community then we are all good.

Mr. DeAtley stated putting the owner/operator of the business in their business in the evening hours is a benefit to the neighborhood.

Mr. Buchanan asked the petitioner is they were planning to resume boarding of animals.

Kyle Mitchem stated they do not plan to board animals because there are other options here in town. He stated having 24-hour emergency services was a priority because those services are limited in this area.

Simeone moved to grant CU2022-04 with the findings of fact as stated below. Buchanan seconded the motion. ROLL CALL. 6-0. Motion Passed.

BE IT THEREFORE RESOLVED this 1st day of November, 2022 by the Plan and Zoning Commission of the Village of Mahomet that:

1. The Plan and Zoning Commission does hereby recommend the Board of Trustees **GRANT** the requested Conditional Use Permit for a residential dwelling when located with any use of the C-2 district at the above-described property.
2. The Plan and Zoning Commission does hereby further state that the conditional use shall be subject to the following conditions:
 - a. Approval of the requested zoning map amendment to change the property zoning from I-2 Industrial to C-2 General Commercial.
 - b. The establishment of one dwelling unit along with a permitted commercial use.
 - c. All activities must be carried out in accordance with the appropriate Village, State, and Federal permits and rules and regulations. Any conflicts between the permit applications and the Site Plan must be resolved with the appropriate agencies.
 - d. The site must comply with all applicable provisions of the Zoning Ordinance.
3. The Plan and Zoning Commission does hereby confirm the following findings of fact regarding the requested Conditional Use Permit:
 - a. The establishment, maintenance, or operation of the Conditional Use **WILL NOT** be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
 - b. The conditional use **WILL NOT** be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted nor substantially diminish and impair property values within the neighborhood;
 - c. The establishment of the conditional use **WILL NOT** impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - d. Adequate utilities, access roads, drainage, and/or other necessary facilities **WILL** be provided;
 - e. The conditional use **DOES** in all other respects conform to the applicable regulations of the district in which it is located;
 - f. There **IS** a public necessity for the conditional use at this site;
 - g. The proposed conditional use **DOES** conform with the intent of the Village Comprehensive Plan.
 - h. The proposed conditional use **WILL** be compatible with the established land use pattern in the vicinity.
 - i. The site **IS** suitable for the proposed conditional use.
 - j. The proposed conditional use **WILL NOT** significantly adversely impact existing traffic patterns.
 - k. Adequate facilities for municipal water supply and wastewater disposal **ARE** available for the site from the Village of Mahomet.
 - l. Adequate provisions for stormwater drainage **ARE NOT** available for the site.
 - m. The proposed conditional use **WILL NOT** adversely impact police protection, fire protection, schools, or public facilities.
 - n. The proposed conditional use **WILL NOT** conflict with existing public commitments for planned public improvements.
 - o. The proposed conditional use **WILL** preserve the essential character of the neighborhood in which it is located.

- p. The proposed conditional use **WILL** alter the population density pattern and **WILL NOT** adversely impact public facilities.
- q. The proposed conditional use **WILL** result in private investment that will be beneficial to the proper development of the community.
- 4. The approval recommended above shall be subject to the fulfillment of the conditions set forth in Item 2 above. In the event that these conditions are not fulfilled, the Conditional Use Permit may become void and no occupancy permit for the project may be issued, or the occupancy permit previously issued may be revoked.

ZONING ORDINANCE TEXT AMENDMENT – AC CONSERVATION DISTRICT
A RESOLUTION CONCERNING TEXT AMENDMENTS RELATED TO AC CONSERVATION DISTRICT PERMITTED AND CONDITIONAL USES.

The Commission and staff discussed properties in the Village currently zoned AC and AG.

Shaefer moved to recommend approval of the ZO text amendment related to AC with the findings of fact as stated below. Buzicky seconded the motion. ROLL CALL. 6-0. Motion Passed.

BE IT THEREFORE RESOLVED this 1st day of November 2022 by the Plan and Zoning Commission of the Village of Mahomet, Illinois, that:

- A. The Plan and Zoning Commission **DOES** hereby recommend that the Board of Trustees of the Village of Mahomet amend Chapter 152 (Zoning Code) of Title XV (Land Usage) of the Village Code of Mahomet, Illinois, as stated in the Zoning Ordinance Text Amendment - AC Conservation District dated November 1, 2022, which is attached as an exhibit and incorporated herein.
- B. The Plan and Zoning Commission **DOES** hereby further set forth the following findings of fact concerning the proposed Text Amendment:
 - 1. The proposed Text Amendment will amend permitted and conditional uses within the AC Conservation zoning district.
 - 2. The proposed Text Amendment promotes the public safety, health, convenience, comfort, morals, prosperity, and general welfare of the community.
 - 3. The proposed Text Amendment is consistent with the intent of the Village Zoning Ordinance and its various provisions.
 - 4. The procedural requirements for amendments set forth in the current Ordinance have been met.

ZONING ORDINANCE TEXT AMENDMENT - SIGNS
A RESOLUTION CONCERNING TEXT AMENDMENTS RELATED TO SIGN DEFINITIONS, SIGNS ALLOWED IN ALL DISTRICTS WITHOUT A PERMIT, AND TEMPORARY SIGNS.

The Commission and staff discussed details of temporary signs and when Beacon lights could be used.

Buzicky moved to recommend approval of the ZO text amendment related to signs with the findings of fact as stated below. DeAtley seconded the motion. ROLL CALL. 6-0. Motion Passed.

BE IT THEREFORE RESOLVED this 1st day of November 2022 by the Plan and Zoning Commission of the Village of Mahomet, Illinois, that:

- A. The Plan and Zoning Commission **DOES** hereby recommend that the Board of Trustees of the Village of Mahomet amend Chapter 152 (Zoning Code) of Title XV (Land Usage) of the Village Code of Mahomet,

Illinois, as stated in the Zoning Ordinance Text Amendment - Signs dated November 1, 2022, which is attached as an exhibit and incorporated herein.

- B. The Plan and Zoning Commission **DOES** hereby further set forth the following findings of fact concerning the proposed Text Amendment:
1. The proposed Text Amendment will establish new and altered zoning language related to sign definitions, temporary signs and signs allowed without a permit.
 2. The proposed Text Amendment promotes the public safety, health, convenience, comfort, morals, prosperity, and general welfare of the community.
 3. The proposed Text Amendment is consistent with the intent of the Village Zoning Ordinance and its various provisions.
 4. The procedural requirements for amendments set forth in the current Ordinance have been met.

COMMISSIONER / STAFF COMMENTS: NEXT PZC MEETING – DECEMBER 6, 2022

Mr. DeAtley stated there are very bright signs that scrolls at the Hatcher's location or just south of Hatcher's. He stated that he thought the State has regulations that prevent scrolling and flashing.

Mr. Buchanan stated the lettering shines red which blends with the red stop light at US150.

Abby Heckman stated she would check with the Code Compliance officer.

Ms. Simeone asked about moving the PZC meeting time to 6pm.

Patrick Brown asked if the Commission was in favor of moving the time from 7pm to 6pm.

No one stated they were against the time change.

Abby Heckman stated that staff would propose it to the Board of Trustees who would vote to make the change in December for the following year.

ADJOURN:

Simeone moved to adjourn the meeting. Schaefer seconded the motion. ROLL CALL. 6-0. The meeting was adjourned at 8:11 pm.

Respectfully,
Abby Heckman, Planner



**Plan and Zoning Commission
Staff Report
Meeting March 7, 2023**

FROM: Abby Heckman, Planner
Community Development Department

PROJECT: Rezoning – ZA2023-02

PETITIONER: Visionary Hospitality Services, Inc. / Purnell Development LLC (Randy Huffman)

PUBLIC HEARING / PROCEDURAL ISSUES:

The Plan and Zoning Commission (PZC) is required to hold a public hearing upon request for a Zoning Map Amendment. The public hearing is scheduled for March 7, 2023, at 6:00pm. Public hearings can be closed or continued to another meeting without any action on the case. Public notice was published in the News-Gazette on February 19, 2023. Courtesy notice letters were sent via USPS to property owners within 250 feet of the rezoning boundary. The PZC acts in an advisory role to the Board of Trustees (BOT) regarding zoning map amendments. The PZC is asked to make a recommendation to the BOT concerning rezoning requests. A draft resolution is attached for consideration by the PZC. The BOT will approve or deny the proposed zoning map amendment.

**REQUESTED ACTION: PUBLIC HEARING
RECOMMENDATION TO BOARD OF TRUSTEES (BOT)**

The petitioner has applied for and submitted all documentation in accordance with the Zoning Ordinance and requests consideration of the proposed zoning map amendment. The PZC is asked to consider all documents concerning the proposed zoning map amendment. The rezoning request includes 21.15± acre of land. Current zoning on the subject property is R-1A Single-Family Residential district. The proposed zoning is C-2 General Commercial district. The property owner would like to rezone the subject property to match the approved land use/zoning element of the development agreement recorded on December 19, 2022.

SITE LOCATION / DETAILS: The subject property is located at the southwest corner of the Oak Street (US150) and S. Prairieview Road intersection. It is undeveloped and currently in agricultural production.

BACKGROUND: The subject property is part of land within Purnell / Jones First Subdivision created in 2000. The subdivision was done for the purposes of creating the East Mahomet TIF district. The subject property was annexed into the Village in 1996. At the time of this annexation, the property annexed into the Village as the default RS (currently R-1A) zoning. A development agreement was recorded on December 19, 2022, that identifies a zoning and land use plan.

CONFORMANCE TO COMPREHENSIVE PLAN: The Village of Mahomet 2016 Comprehensive Plan currently designates this site as part of the East US150 Gateway functional framework area which is characterized currently by predominantly agriculture and a few commercial uses near the interstate

interchange. The area is envisioned to develop as a regional commercial, warehousing, distribution and industrial core. The Comprehensive Plan Land Use Plan shows Corridor Commercial, Institutional and Industrial / Business Park uses on this site and adjacent lands. The Comprehensive Plan urges development which is compatible with adjacent existing and future land uses. General Commercial zoning allows the uses that would most likely take advantage of the interstate interchange and the visibility of US Route 150 /Oak St and improved and widened Prairieview Rd is consistent with and facilitating the goals of this area in the Comprehensive Plan.

LAND USE AND ZONING:

Direction	Current Land Use	Current Zoning
On-Site	Undeveloped / Agriculture	R-1A Single-Family Residential
North	Undeveloped / Agriculture / Single-Family Residential / Commercial	C-2 General Commercial / R-1A Single-Family Residential
South	Undeveloped / Agriculture / Single-Family Residential	R-1A Single-Family Residential
East	Undeveloped / Agriculture	C-2 General Commercial
West	Commercial / Multiple-Family Residential / Undeveloped / Agriculture	C-2 General Commercial / R-3C Multiple-Family Residential / R-1A Single-Family Residential

CONFORMANCE TO ZONING ORDINANCE: The intent of the C-2 zoning district is to provide for a wide range of retail, service, mixed, office and commercial uses and is intended as a moderate intensity commercial district for uses serving a community wide trade area. The request is consistent with the intent of the proposed C-2 General Commercial zoning classification.

POLICE / FIRE PROTECTION: The Village of Mahomet Police Department currently provides police protection to this site and is approximately 2 miles from the police station. This property is within the Cornbelt Fire Protection District and is approximately 2.2 miles from the fire station.

SANITARY SEWER AND WATER FACILITIES: Public sanitary sewer and water services in this area are provided by the Village of Mahomet and are available to serve this site.

STREETS AND SIDEWALKS: The property fronts along Oak Street and Prairieview Road. Sidewalks exist to the west along Oak Street. Subdivision of the land will provide for continuation of the sidewalk along Oak Street, along the continuation of Patton Drive, and along Prairieview Road.

LASALLE FACTORS:

The Illinois Supreme Court has established a set of factors for evaluation of the constitutionality of zoning decisions. No single factor is controlling, and each case must be decided on its own facts although Illinois courts place substantial importance on the first factor.

1. The existing uses and zoning of nearby property.
2. The extent to which property values are diminished.
3. The extent to which the destruction of property value of the plaintiff promotes the health, safety, morals or general welfare of the public.

4. The relative gain to the public as opposed to the hardship imposed upon the individual property owner.
5. The suitability of the subject property for the zoned purposes
6. The length of time the property has been vacant as zoned considered in the context of land development in the area.
7. The care with which a community has undertaken to plan its land-use development.

These factors should be considered during the Commission's deliberations. The attached prepared resolution will address these factors for consideration by the Commission.

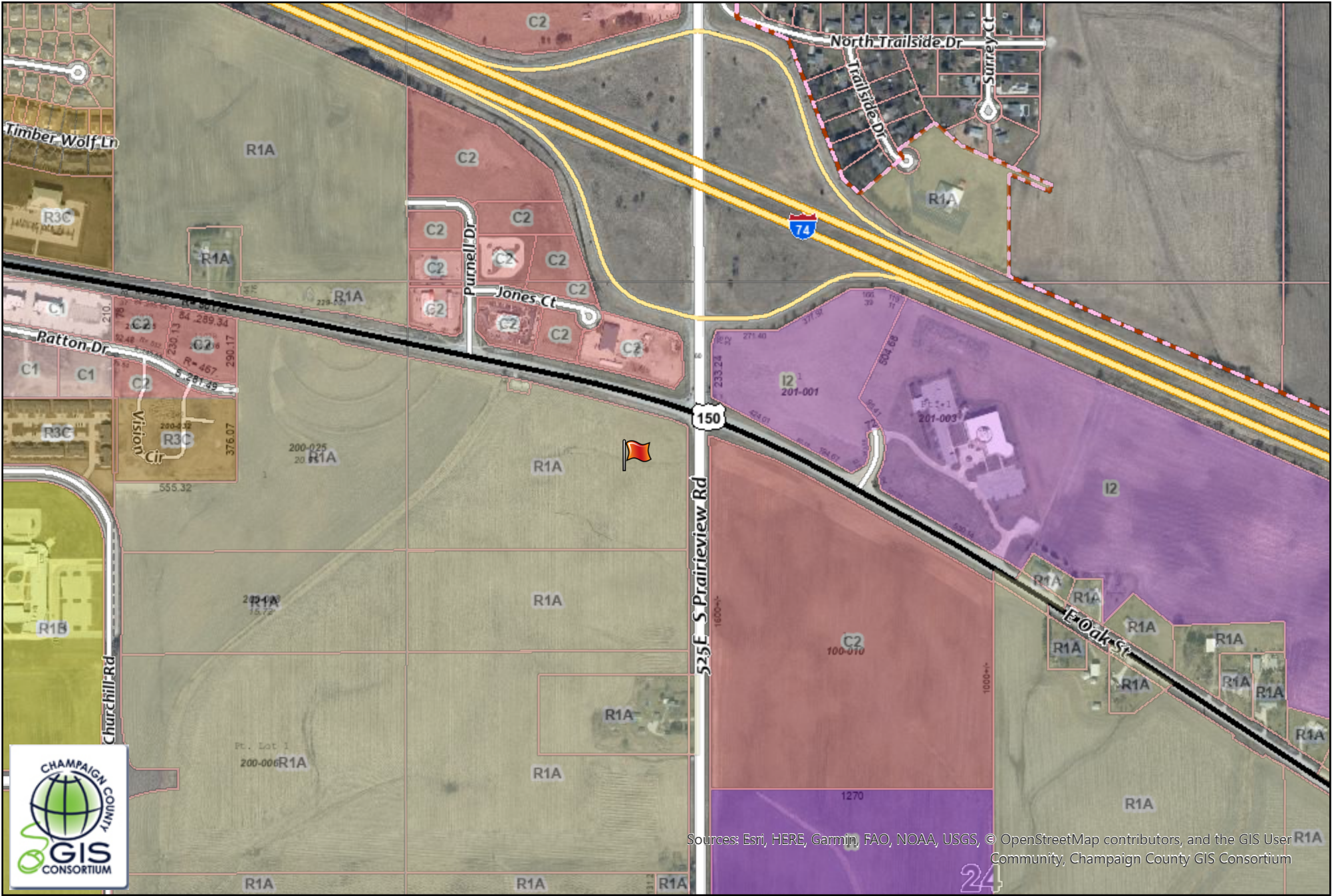
STAFF RECOMMENDATION

Village staff supports approval of the rezoning request. The proposed rezoning is consistent with existing and future expected uses in the area. The request is consistent with recommendations in the Comprehensive Plan, intent of the proposed zoning district and the recorded development agreement.

ATTACHMENTS:

- A) Aerial Location / Zoning Map
- B) Draft Resolution
- C) Application
- D) Development Agreement recorded as document 2022R1977 in Champaign County, IL

ZA2023-02: Visionary Hospitality Services Inc / Purnell Development LLC



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Champaign County GIS Consortium

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RESOLUTION FOR PLAN AND ZONING COMMISSION

Concerning Amending the Zoning Classification for 21.15± acres of land located at the southwest corner of the Oak Street (US150) and S. Prairieview Road intersection from R-1A Single-Family Residential to C-2 General Commercial district

- WHEREAS,** the Board of Trustees of the Village of Mahomet, pursuant to the authority conferred by the Statutes of the State of Illinois, has established certain standards and procedures, including Comprehensive Plan designations and policies for the use of land and for zoning establishment and amendment within the corporate Limits of the Village of Mahomet, Illinois; and,
- WHEREAS,** the Petitioner, Randy Huffman, on behalf of the landowners, Visionary Hospitality Services, Inc, and Purnell Development, LLC., has requested a zoning map amendment for the subject property from R-1A Single-Family Residential to C-2 General Commercial; and,
- WHEREAS,** the subject property is located at the southwest corner of the Oak Street (US150) and S. Prairieview Road intersection; and,
- WHEREAS,** the legal description for the property to be rezoned is as follows:

A part of the Northwest Quarter of Section 24, Township 20 North, Range 7 East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows: Beginning at a point at the Southeast Corner of a tract of land described in Warranty Deed recorded as Document No. 2005R03491 in the Champaign County Recorder's Office being on the East Line of the West Half of the Northwest Quarter of said Section 24 lying 609.56 feet south of an existing brass monument at the intersection of the centerlines of S.B.I. Route 39 (U.S. Route 150) and Township Road 62A as shown on the Right-of-Way Plat for F.A. Route 719 (U.S. Route 150), Section 12-I, said point also lying 561.72 feet north of an existing iron rod which marks the Northeast Corner of a tract of land conveyed by deed recorded as Document No. 77R5709. From said Point of Beginning, thence north 416.83 feet along said East Line to a point lying 192.73 feet south of said existing brass monument at the intersection of the centerlines of S.B.I. Route 39 (U.S. Route 150) and Township Road 62A; thence west 19.73 feet along a line which forms an angle to the right of 89°-55'-09" with the last described course to a point which lies 20.00 feet left of Station 18+00 on the Centerline of said Township Road 62A; thence northwest 133.30 feet along a line which forms an angle to the right of 258°-30'-56" with the last described course to the Southwesterly Right-of-Way Line of F.A. Route 719 (U.S. Route 150), Section 12-I as said Right-of-Way is shown on the Right-of-Way Plat for said Route; thence northwest 55.57 feet along said Southwesterly Line which forms an angle to the right of 126°-13'-40" with the last described course to a point which lies 97.01 feet left of Station 19+53.89 on said centerline of Township Road 62A extended; thence northwest 681.21 feet along said Southwesterly Line which forms an angle to the right of 171°-22'-38" with the last described course to the Easterly Line of a Tract of Land conveyed to the Village of Mahomet by Deed recorded as Document No. 97R13684; thence southwest 53.11 feet along said Easterly Line which forms an angle to the right of 86°-44'-26" with the last described course to an existing iron rod which marks the Southeast Corner of said Tract of Land; thence northwest 100.00 feet along the Southerly Line of said Tract of Land which forms an angle to the right of 270°-00'-00" with the last described course to an existing iron rod which marks the Southwest Corner thereof; thence northeast 55.27 feet along the Westerly Line of said Tract of Land which forms an angle to the right of

270°-00'-00" with the last described course to said Southwesterly Right-of-Way Line; thence northwest 165.00 feet along said Southwesterly Right-of-Way Line being the arc of a curve concave to the southwest with a radius of 50,174.84 feet and the 165.00 foot chord of said arc forms an angle to the right of 89°-37'-12" with the last described course; thence southwest 681.00 feet along a line which forms an angle to the right of 89°-54'-21" with the last described chord; thence southeast 650.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence south 440.00 feet along a line which forms an angle to the right of 257°-41'-38" with the last described course; thence east 519.92 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to said East Line of the West Half of the Northwest Quarter; thence north 425.42 feet along said East Line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 21.15 acres, more or less.

- WHEREAS,** a Public Hearing concerning the proposed rezoning was held on March 7, 2023 by the Plan and Zoning Commission to solicit evidence and testimony from the public; and,
- WHEREAS,** the Village Planner, and Village Attorney provided the Village with technical and background information regarding the proposed rezoning; and,
- WHEREAS,** the Plan and Zoning Commission met and reviewed the evidence and testimony submitted and has considered all the available factual evidence concerning the requested action.

BE IT THEREFORE RESOLVED this 7th day of March, 2023 by the Plan and Zoning Commission of the Village of Mahomet that:

- A. The Plan and Zoning Commission does hereby further set forth the following findings of fact concerning the requested zoning amendment:
1. The procedural requirements for zoning establishment or amendment **HAVE / HAVE NOT** been met.
 2. The proposed zoning **DOES / DOES NOT** conform with the intent of the Village Comprehensive Plan.
 3. The proposed zoning **IS / IS NOT** consistent with the proposed use of the site.
 4. The proposed zoning **WILL / WILL NOT** be compatible with the established land use pattern in the vicinity.
 5. The proposed zoning **DOES / DOES NOT** create an isolated, unrelated zoning district.
 6. The site **IS / IS NOT** suitable for the uses allowed in the proposed zoning district.
 7. The proposed zoning **WILL / WILL NOT** be consistent with the health, safety and general welfare of the public.

8. Major land uses in the neighborhood **HAVE / HAVE NOT** changed since zoning was applied to this site.
9. The proposed zoning **IS / IS NOT** consistent with the existing zoning designations in the surrounding area.
10. The proposed zoning **WILL / WILL NOT** be contrary to the original purpose and intent of the Zoning Ordinance.
11. The proposed zoning **WILL / WILL NOT** be injurious to the use and enjoyment of adjacent properties.
12. The proposed zoning **WILL / WILL NOT** promote the orderly development of the site and surrounding properties.
13. The proposed zoning **WILL / WILL NOT** significantly adversely impact existing traffic patterns.
14. Adequate facilities for municipal sanitary sewage disposal and water supply **ARE / ARE NOT** available for the site.
15. Adequate provisions for stormwater drainage **ARE / ARE NOT** available for this site.
16. The proposed zoning **WILL / WILL NOT** adversely impact police protection or fire protection.
17. The proposed zoning **WILL / WILL NOT** significantly adversely impact schools or other public facilities.
18. The proposed zoning **WILL / WILL NOT** conflict with existing public commitments for planned public improvements.
19. The proposed zoning **WILL / WILL NOT** adversely influence living conditions in the immediate vicinity.
20. The proposed zoning **WILL / WILL NOT** preserve the essential character of the neighborhood in which it is located.
21. The proposed change **WILL / WILL NOT** significantly alter the population density pattern.
22. The value of adjacent property **WILL / WILL NOT** be diminished by the proposed zoning.
23. The proposed zoning **WILL / WILL NOT** enhance the value of the petitioner's property.
24. The proposed zoning **WILL / WILL NOT** constitute an entering wedge affecting the use or development of adjacent property.
25. If denied, the petitioner **WILL / WILL NOT** suffer deterioration to his or her property value.

26. The proposed zoning **DOES / DOES NOT** correct an error in the original zoning of this site.
27. If the property is currently vacant, the length of time the property has remained vacant as zoned **HAS / HAS NOT** been considered in the context of land development in the area and in the vicinity of the subject property.
28. The proposed change in zoning **WILL / WILL NOT** result in private investment that would be beneficial to the development or redevelopment of a vacant property or deteriorated neighborhood.
29. There **IS / IS NOT** a need in the community for additional land within the requested zoning district.
30. The proposed zoning **WILL / WILL NOT** adversely impact agricultural farming operations in the vicinity of this site.
31. The proposed rezoning **IS / IS NOT** consistent with Village Comprehensive Plan policies concerning the protection of prime farmland when appropriate.
32. The proposed rezoning **WILL / WILL NOT** result in long term adverse environmental consequences to natural areas and wildlife habitat.
33. The LaSalle Factors for evaluation of zoning decisions **HAVE / HAVE NOT** been considered during the review of this proposed rezoning request.

34. _____

- B. The Plan and Zoning Commission does hereby recommend that the Board of Trustees of the Village of Mahomet **GRANT / DENY** the requested zoning map amendment for the subject property from R-1A Single-Family Residential to C-2 General Commercial district.

Chair, Plan and Zoning Commission
Village of Mahomet, Illinois

Case Name: ZA2023-02

**REQUEST FOR ZONING AMENDMENT
VILLAGE OF MAHOMET**

DO NOT WRITE IN THIS SPACE – FOR OFFICE USE ONLY

Date Filed: _____ Date of Hearing: March 7, 2023

Date of Published Notice: Feb 19, 2023 Newspaper News-Gazette

Fee Paid – Receipt No.: _____ Amount: \$300.00 Date: 02/24/2023
Legal Ad Cost \$266.00

Comments: (indicate other actions such as continuances) _____

Action by Board on Request: _____

NOTICE TO APPLICANTS

1. A Zoning Amendment is a zoning adjustment, which permits a change of district requirements where an individual or group of properties are both harshly and uniquely burdened by the strict application of the law. The power to alter zoning districts is limited. No Zoning Amendment will be granted which would adversely affect surrounding property or the general neighborhood. All zoning amendments must be in harmony with the intent and purposes of the Zoning Ordinance. The applicant must show that there is need and justification for the proposed amendment.
2. There will be no refund of application fee for any Zoning Amendment not granted or withdrawn.
3. No incomplete applications will be acted upon.
4. Granting a Zoning Amendment requires that the Village hold a Public Hearing regarding the request, and publication of a Public Notice 15 days in advance of the Hearing. Applicants are urged to coordinate their activities with Village staff to assure consideration of their request is as timely a manner as is reasonably possible.

Case Name: ZA2023-02

ZONING AMENDMENT

DATA ON APPLICANT AND OWNER

Visionary Hospitality Services, Inc.
Name of Applicant (s): Purnell Development, LLC Phone: 217-586-6884 / 217-372-4366

Address of Applicant (s): PO Box 985 Mahomet, IL. 61853

Property Interest of Applicant: Owner of Visionary Hospitality Services and Manager of Purnell Development, LLC.
(Owner/Contract Purchases/Agent, etc.)

Name of Owner: Visionary Hospitality Services, Inc. Phone: 217-586-6884 / 217-372-4366
Purnell Development, LLC. 217-586-6884 / 217-372-4366

ADDRESS AND DESCRIPTION OF PROPERTY

Address: Per Legal Description Provided / C-2 Commercial Area at corner depicted in MOU
Area at SW Corner of RT 150 and Prairieview Road

Width of Lot: _____

Length of Lot: _____

Lot Area (Square Feet): _____

Tax Parcel Number: Various

Legal Description: (or attach legal description Attached

LAND USE AND ZONING

Present Zoning: Agricultural

Proposed Zoning: C- 2

Present Land Use: Agricultural

Proposed Land Use: Commercial Development

Surrounding Zoning

North	<u>C-2</u>	<u>C-2</u>
South	<u>Agricultural</u>	<u>Agricultural</u>
East	<u>Agricultural</u>	<u>Agricultural</u>
West	<u>Agricultural then Multi Use</u>	<u>Agricultural then Multi Use</u>

Case Name: ZA2023-02

REASONS FOR REQUEST FOR ZONING AMENDMENT

NOTE: The following questions must be answered completely. If additional space is needed, attach extra pages to application. Before answering, read the NOTICE TO APPLICANTS attached hereto.

1. Error in the present Ordinance to be corrected by the proposed change in the Ordinance (Explain fully):

No Error

2. Other circumstances which justify the Amendment (Explain Fully): Future Development of the Area

3. Does any violation of the Village of Mahomet Zoning Ordinance exist on the property at this time?
YES _____ NO NO If yes, how? _____

4. Is the subject property planned to be improved? Yes

When? Maybe as soon as this year

What improvements are planned? Commercial Development of Lots

What will be the actual use of the improvements C-1

5. Will the grant of an Amendment in the form requested be in harmony with the neighborhood and not contrary to the intent and purpose of the Zoning Ordinance?

Yes Yes No _____ Elaborate: All per MOU established with the Village

6. Have there been major land changes since zoning was applied in 1963 (i.e. new expressway, new development, etc.)? Yes Yes No _____, Elaborate: Development around property in various directions

Case Name: ZA2023-02

ZONING AMENDMENT

7. Would the proposed change create an isolated district unrelated to adjacent land use or zoning? Yes No X Elaborate: _____

8. Can the owner of the property realize an economic benefit from uses in accordance with existing zoning? Yes _____ No X Elaborate: _____

9. Are there other sites available already zoned for the proposed use? Yes X No _____ Elaborate: _____
Yes but this site presents different opportunity's for end users

10. Additional comments by applicant: _____

A small portion of the property to be rezoned is owned by Purnell Development, LLC

As Purnell Development, LLC's Manager I authorize the rezone on their behalf for area affected.

SKETCH PLAN

A) Is a scaled plot plan indicating the location of the premises and the nature of the variance attached.
Yes X No _____ (Application will not be processed without the required drawing)

B) Additional exhibits submitted by applicants: MOU between Village and Entities herin
MOU Exhibit A for entire property Highlighted for areas described in this application
Legal Description also attached

I (we) certify that all of the above statements and the statements contained in any papers or plan submitted herewith are true to the best of my (our) knowledge and belief.

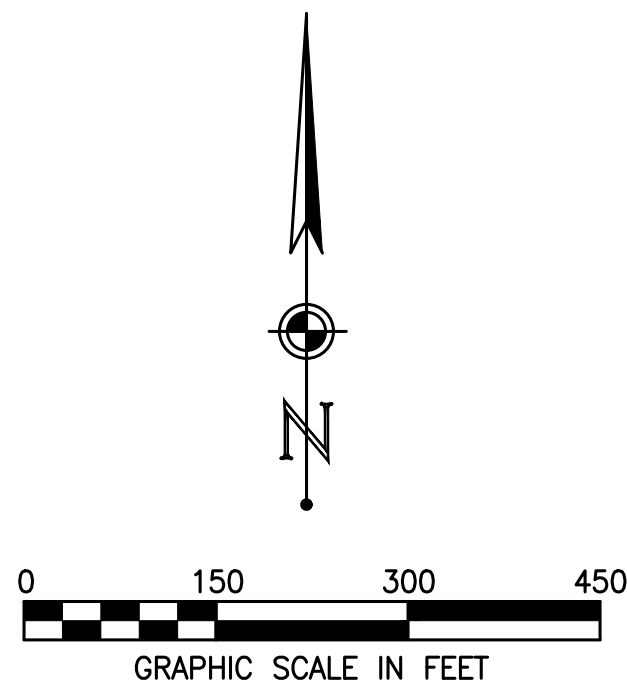
Randy Huffman
(Signature) Applicant

2/24/23
Date

Randy Huffman
(Signature) Owner

2/24/23
Date

Visionary Hospitality Services, Inc. Owner
Purnell Development, LLC. Manager / Owner

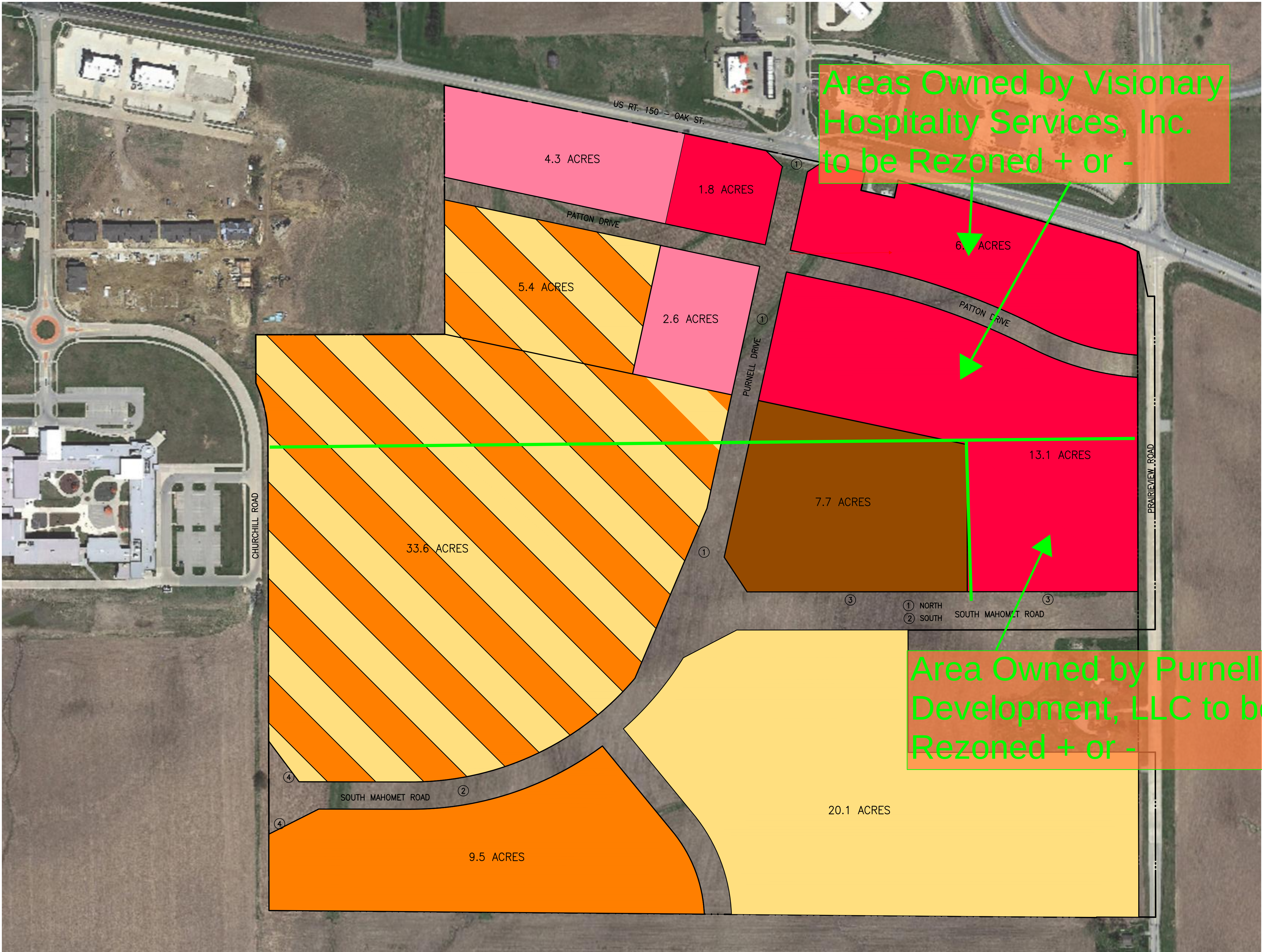


ZONING LEGEND

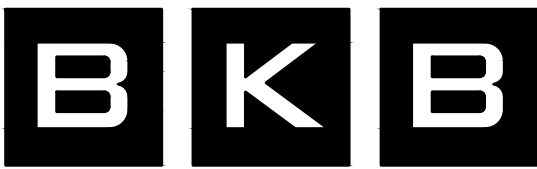
- R-1C: SINGLE FAMILY RESIDENTIAL DISTRICT
- R-2: TWO-FAMILY RESIDENTIAL DISTRICT
- R-1C (75%) / R-2 (25%) MIXED DISTRICT
- R-3C: MULTIPLE FAMILY RESIDENTIAL DISTRICT
- C-1: NEIGHBORHOOD COMMERCIAL DISTRICT
- C-2: GENERAL COMMERCIAL DISTRICT

KEYNOTES

- ① ROADWAY WITH CURB AND GUTTER
(DESIGN BY VILLAGE OF MAHOMET / PROPOSED PROFILE GRADES TO BE REVIEWED AND APPROVED BY LAND OWNER)
- ② ROADWAY WITH OPEN DITCH
(DESIGN BY VILLAGE OF MAHOMET / PROPOSED PROFILE GRADES TO BE REVIEWED AND APPROVED BY LAND OWNER)
- ③ FUTURE COMMERCIAL / MULTI-FAMILY ENTRANCE
- ④ PROPOSED SANITARY MANHOLE
(DESIGN BY VILLAGE OF MAHOMET / PROPOSED INVERTS TO BE REVIEWED AND APPROVED BY LAND OWNER)



REVISIONS		
NO.	DATE	DESCRIPTION
		Revised on 8/10/21 for MOU approval



301 N. NEIL STREET, SUITE 400 | CHAMPAIGN, IL 61820
CELL 217.840.3546 | OFFICE 217.531.2971 | FAX 217.531.2211

EXHIBIT "A"

RT. 150 / PRAIRIEVIEW ROAD DEVELOPMENT
MAHOMET, ILLINOIS

PROJECT: 08-2101
DESIGN BY: BKB
DRAWN BY: BKB
DATE: 3/8/21

SHEET:

1
Revised on 8/10/21
for MOU approval

16N



DocId:8434625

Tx:4181255

2022R21977

REC ON: 12/19/2022 02:00:33 PM

CHAMPAIGN COUNTY

AARON AMMONS

REC FEE: 51.00

RHSPS FEE:

STATE TAX:

COUNTY TAX:

PLAT ACT:

PAGES: 16

TRI-PARTY DEVELOPMENT AGREEMENT

by and between the

VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS (the "Village")

and

PURNELL DEVELOPMENT, LLC, an Illinois limited liability company ("Purnell")

and

VISIONARY HOSPITALITY SERVICES, INC., an Illinois corporation ("Visionary")

(Purnell and Visionary collectively "Developer")

Dated as of November 22, 2022

(G)

Return to:

Village of Mahomet
503 E Main/PO Box 259
Mahomet, IL 61853

DEVELOPMENT AGREEMENT

THIS TRI-PARTY DEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of November 22, 2022, but actually executed by each of the parties on the dates set forth beneath each of their respective signatures below, by and between the **Village of Mahomet, Champaign County, Illinois**, an Illinois municipal corporation (the “**Village**”), **Purnell Development, LLC**, an Illinois limited liability company (“**Purnell**”), and **Visionary Hospitality Services, Inc.** (“**Visionary**”) (**Purnell and Visionary**, collectively “**Developer**”). This Agreement shall become effective upon the last of the Village and Developer to so execute and deliver this Agreement to the other (the “**Effective Date**”).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the “**TIF Act**”), the President and Board of Trustees of the Village (the “**Corporate Authorities**”) did adopt a series of ordinances (Ordinance Nos. 00-12-8, 00-12-9 and 00-12-10 on December 21, 2000) including as supplemented and amended by a certain ordinance (Ordinance No. 00-12-11 on December 21, 2000 and Ordinance No. 10-07-01 on July 27, 1010) (collectively, the “**TIF Ordinances**”); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinances, the Village designated the East Mahomet Tax Increment Redevelopment Project Area (the “**Redevelopment Project Area**”) and approved the related redevelopment plan, as supplemented, and amended (the “**Redevelopment Plan**”), including the redevelopment projects described in the Redevelopment Plan (collectively, the “**Redevelopment Projects**”); and

WHEREAS, Developer is the owner of certain real estate as shown on attached Exhibit A dated 3/8/21 (Revised 8/10/21) by BKB Engineering and include PIN 200-006 and 200-008 (Purnell) and 200-025 (Visionary).

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to subdivide certain real estate within the Redevelopment Project Area; and

WHEREAS, the Village has determined that it is desirable and, in the Village’s, best interests to assist the Developer in the manner set forth in this Agreement; and

NOW, THEREFORE, subject to further formal legal approvals, agreements and funding, the Village and the Developer hereby agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

“Eligible Redevelopment Project Costs” means those costs paid and incurred by Developer in connection with the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q) of the TIF Act, but limited to public infrastructure costs directly attributable and allocable to the Project upon the property.

“Fund” means, collectively, the “Special Tax Allocation Fund” for the Redevelopment Project Area established under Section 5/11-74.8 of the TIF Act and the TIF Ordinance.

“Incremental Property Taxes” means: (i) net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Property by taxing districts that is attributable to the increase in the equalized assessed value of the Property over the initial equalized assessed value of the Property as assigned by the Champaign County Clerk which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the Treasurer for deposit by the Treasurer into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

“Prevailing Wage Act” means the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) of the State of Illinois, the material terms of which require all contractors and subcontractors to pay all laborers, workers and mechanics performing work for any “public body” (as therein defined) or on any “public works” (as therein defined) no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is located and to perform certain notice and recordkeeping duties.

“Project” means the construction of public infrastructure on the Property.

“Project Completion Date” means the date of termination of the Redevelopment Project Area or November 30, 2027, whichever occurs first.

“Corporate Authorities” means the President and Board of Trustees of the Village.

“Property” means, collectively, the real estate consisting of the parcel or parcels described on Exhibit A hereto (with PINs 15-13-23-200-025, 15-13-24-100-011, 15-13-23-200-008, 15-13-24-100-012, 15-13-23-200-006 and 15-13-24-100-009), upon or within which the Project is to be undertaken and completed.

“Related Agreements” means and includes without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, construction agreements, franchise agreements, ground lease and lease agreements and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Property or the Project.

“South Mahomet Road Phase 1” means the portion of South Mahomet Road to be built extending to and including the proposed roundabout at the proposed intersection of Churchill Road (running roughly north-south) and South Mahomet Road (running roughly east-west).

“South Mahomet Road Phase 2” means the portion of South Mahomet Road to be built extending roughly from the proposed roundabout at the intersection of Churchill Road (running roughly north-south) and South Mahomet Road (running roughly east-west) to the intersection of Prairieview Road (running roughly north-south) and South Mahomet Road (running roughly east-west, but does not include any portion of Purnell Drive.

“Purnell Drive” means the portion of Purnell Drive to be built (by Developer) extending north from the roundabout at the proposed intersection of South Mahomet Road (running east-west).

“Purnell/Route 150 Intersection” means the south leg of the intersection of Purnell Drive and Route 150.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the Village. In order to induce the Developer to enter into this Agreement, the Village hereby makes certain representations and warranties to the Developer, as follows:

- (a) **Organization and Standing.** The Village is a non-home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.
- (b) **Power and Authority.** The Village has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.
- (c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that any and all financial obligations of the Village under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of

debtors' or creditors' rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery of this Agreement or the performance of the Village's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the Village may be bound.

(e) **Governmental Consents and Approvals.** No consent or approval by any governmental authority is required in connection with the execution and delivery by the Village of this Agreement or the performance by the Village of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the Village to enter into this Agreement, each Developer makes the following representations and warranties to the Village:

(a) **Organization.** Purnell is an Illinois limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) **Power and Authority.** The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations, and undertakings hereunder and thereunder.

(c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) **Consents and Approvals.** No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) **No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) **Maintenance of Existence.** During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence

as an Illinois limited liability company.

Section 2.3. Related Agreements. Upon the request of the Village, Developer shall deliver true, complete and correct copies of any of the Related Agreements (redacted by the Developer to protect any confidential or proprietary information). The Developer represents and warrants to the Village that such Related Agreements now executed and delivered are in full force and effect and have not been cancelled or terminated and that the Developer is not aware of any of its obligations under any of such existing Related Agreements required to be performed on or before the date hereof which have not been performed by the Developer or the other parties thereto.

Section 2.4. Disclaimer of Warranties. The Village and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The Village hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes, and the Developer assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

ARTICLE III **BACKGROUND AND PURPOSE**

Section 3.1. Purpose. The purpose of this Agreement is to demonstrate the intent to eventually enter into binding beneficial agreements related to the zoning and development of the Property on or through which the Village intends to construct a major collector roadway. Although this Agreement does not establish or create any formal contract between the parties but rather memorializes an obligation to work together and to negotiate in good faith the terms and conditions of future agreements which incorporates the essential terms and conditions hereof.

Section 3.2. Background. The Village of Mahomet is committed to economic development and diversification of its tax base by actively pursuing opportunities for commercial and light industrial development while recognizing its predominantly residential history. The Property is sizable and therefore appropriate for multiple land uses. The land was annexed with the default zoning of R1A – Single family residential though all land use plans since then have expected non-residential zoning. However, the school district's land purchase removed nearly 70 single family housing units planned for the area. The Purnell lands are therefore appropriate for all land uses.

The Village desires to construct a major collector, South Mahomet Road ("SMR"), through the Developer's land to Prairieview Road. The Developer has ownership interests in the parcels through which SMR will be extended but also all acres north thereof to existing US Route 150. The location of SMR and its relation to the Illinois Department of Transportation ("IDOT") approved intersection location of Purnell Drive with US Route 150 require coordination to assure the SMR placement is an asset that will lead to timely development. Such development will increase the Equalized Assessed Value ("EAV") of the TIF and therefore the monies in the TIF to pay for the extension project of the South Mahomet Road.

The Developer has an interest in entering into a development agreement with the Village pertaining to Property shown on Exhibit A. The Village needed to secure right of way and easements for South Mahomet Road Phase 1 in early 2021 and Purnell provided the necessary right-of-way based on a Memorandum of Understanding dated August 17, 2021. The three parties do benefit from delayed zoning, platting, subdividing and specific land use plans for the property, but need to secure the right of way and easements for South Mahomet Road Phase 2, and Purnell Drive simultaneously upon execution of this Agreement. The funding priorities for the Redevelopment Projects are in the following order: South Mahomet Road Phase 1, South Mahomet Road Phase 2 and then Purnell/Route 150 Intersection.

ARTICLE IV

VILLAGE'S COMMITMENTS

Section 4.1. Village's Commitments. The Village shall, subject to formal legal approval and availability of funding, commit to the following:

(a) Complete the roundabout pavement of the Churchill Road/South Mahomet Road roundabout intersection in its entirety to a point at least 20 feet easterly of the median commonly referred to as splitter island.

(b) Size the proposed roadside ditches along SMR to contain increased stormwater runoff from SMR and adjacent right-of-way improvements only. Village will provide necessary drainage calculations for Developer's information.

(c) Commit to the future construction of street pavement, shoulders, ditches, and proper grading for eventual sidewalks/pathways adjacent to the roadway plus water main, along the full length of South Mahomet Road Phase 2 from Churchill Road to Prairieview Road. The Developer will assist with temporary stormwater detention area for the improvements as needed until such time as development is proposed or Regional Basin is constructed on School District Property (per Developer Responsibilities)

(d) Allow future street intersection or shared commercial entrances in the area as noted on the Exhibit C not marked with access control.

(e) Not change the land's zoning until the Developer applies for such zoning map amendment or the Village and Developer enter into a different development agreement. The Village cannot guarantee final approval of zoning but will generally support the zoning concepts consistent with the attached Exhibit A.

(f) Allow the extension (by Developer) of Patton Drive to an intersection with Prairieview Road. Said centerline of said intersection location will generally be 300' south of the south ROW line of US Route 150 in exchange for the platting of access control north of said intersection along Prairieview Rd.

(g) Agree to participate in preliminary design of the section of Purnell Drive north of the proposed South Mahomet Road roundabout to the limits of future Patton Drive. This preliminary design will not be construction plans nor sealed by an engineer but will include the centerline

alignment and profile grade to assure coordination with Developer's Patton Drive/Purnell Drive drawings. The design premise will be such that grading is intended to be consistent with existing topography. Such work is limited to \$50,000 and includes only digital files in CAD or MicroStation format

(h) Waive the fees for application of up to two (2) development agreements. It is anticipated to be beneficial to secure one agreement for the land involved with the SMR project directly (PINs ending 200-006 and 200-008) and another for the lands north of those parcels (PIN ending 200-025).

(i) Waive fees and expenses related to the production of and recording of said development agreement (s) documents.

(j) Bear all costs for production of dedication and easements plats and related legal documents to secure public rights necessary to build and maintain the public infrastructure governed by this document. Developer attorney review expenses are not eligible.

(k) Support a street intersection with US Route 150 between Churchill Road and Purnell Drive if needed by majority property owner. The Illinois Department of Transportation (IDOT) will determine final approval and location.

(l) Once Right-of-Way and Easements are produced for South Mahomet Road Phase 2 section (Churchill to Prairieview Road), and Purnell Drive, both Purnell Development, LLC.'s Manager/Randy Huffman and Visionary Hospitality Services, Inc President Randy Huffman, shall execute the documents. If the Village has not awarded the construction contract to build South Mahomet Road to Prairieview Road by December 31, 2026, said Right-of-Way and Easements will become void unless an extension is agreed upon at that time.

(m) The Village agrees to reimburse Developer up to fifty percent (50%) of Village's share (after pass-throughs to other taxing districts) of Incremental Property Taxes generated by commercial development (but not residential development) by the Developer in the form of new construction on the Property further limited by (i) commercial development wherein occupancy permits were issued by the Village between December 1, 2022 and November 30, 2027; (ii) the actual costs of construction by Developer of public infrastructure costs; and (iii) up to a maximum of five (5) years after issuance of occupancy permit for each parcel. The Village will set-aside these funds to a segregated account designated as the Purnell/Visionary Escrow Fund (the "Fund") and reimburse the Developer for Eligible Redevelopment Project Costs, which are limited to public infrastructure costs. Upon voiding of Right-of-Way and Easements pursuant to subsection (l) above, total reimbursements to Developer over the entire time of the project shall be additionally capped at the total Incremental Property Taxes contributed by Developer to the Fund from the Property up to the date of voiding of Right-of-Way and Easements, unless all parties agree to void Right-of-Way and Easements.

(n) After the construction of South Mahomet Road Phase 2, the Village intends to commit certain available TIF Funds, towards the design and construction of Purnell/Route 150 Intersection.

ARTICLE V
DEVELOPER'S COMMITMENTS

Section 5.1. Developer's Commitments. Developer has already executed certain right-of-way dedication and easements for the first phase of construction of South Mahomet Road. The Developer commits to:

(a) For no additional compensation, execute Right-of-Way Dedications, Permanent Easements, Temporary Construction Easements, and other legal documents in favor of the Village for South Mahomet Road Phase 2 and Purnell Drive to be recorded at Village expense within one hundred and eighty (180) days of the effective date of this agreement.

(b) For no additional compensation, execute special Temporary Construction Easement for the explicit purpose of material and construction staging for the benefit of Village and its contractor(s), up to one-half (1/2) acre in size, on the eastern half of the project area in a location to be determined by the Village and its contractor(s) and approved by the developer.

(c) Take steps necessary to rezone property generally consistent with Exhibit A by the end of 2027. The Village will no longer be expected to generally support the zoning concepts if rezoning has not been completed by end of 2027.

(d) In the future, subdivide property in compliance with Village requirements prior to land sale/exchange unless the Village Administrator authorizes a deed sale prior to platting. Developer understands any unsubdivided transaction will result in unbuildable status for any effected parcel until such time as a proper subdivision has been recorded.

(e) Accommodate necessary stormwater from SMR improvements to be detained on Developer's land until such time a regional detention basin is constructed on or near the school district land's outlet. Village and Developer agree to work jointly with the School District for said regional detention basin.

(f) Use Exhibits A & B to market the property until such time as area general plans or other master plans are approved by the village or secured by a development agreement.

(g) The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF financing of the Project under this Agreement does not subject the Project to the Prevailing Wage Act unless the Project also receives funding from another public source. The Village makes no representation as to any such application of the Prevailing Wage Act to the Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed a "Default" under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions.

ARTICLE VI
VILLAGE CODES

Section 6.1. Compliance with Laws. Unless specifically modified by the terms herein, the Village and Developer shall comply with all applicable federal and state laws, codes, rules, regulations and ordinances of the Village, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use regulations (collectively, the “**Village Codes**”).

ARTICLE VII
FURTHER COMMITMENTS

Section 7.1. Further Commitments. Although this Agreement does not create legally enforceable obligations or rights by either party, both the Village and Developer commit to work together cooperatively to achieve the commitments stated herein.

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.



**VILLAGE OF MAHOMET, CHAMPAIGN
COUNTY, ILLINOIS**

By: [Signature]
Village President

ATTEST:

By: [Signature]
Village Clerk

Date: 11/22/2022

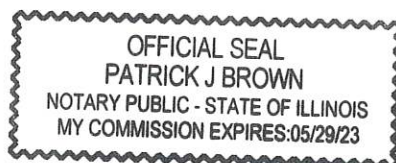
STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **SEAN WIDENER**, personally known to me to be the **Village President** of the **VILLAGE OF MAHOMET, Champaign County, Illinois**, and **DAWN MOHR**, personally known to me to be the **Village Clerk** of said Village, and 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 severally acknowledged that as such **Village President** and **Village Clerk** they signed and delivered the said instrument as **Village President** and **Village Clerk** of said Village, and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given by the President and Board of Trustees of said Village in Resolution Number 22-11-08, adopted November 22, 2022, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

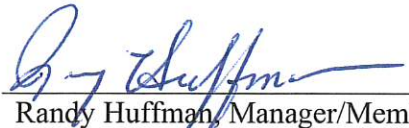
Given under my hand and Notarial Seal, this 22 day of November, 2022.

[Signature]
Notary Public

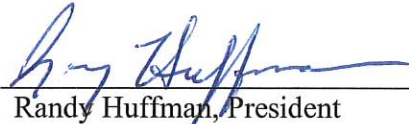
SEAL



PURNELL DEVELOPMENT, LLC, an Illinois limited liability company

BY: 
Randy Huffman, Manager/Member

VISIONARY HOSPITALITY SERVICES, INC an Illinois Corporation

BY: 
Randy Huffman, President

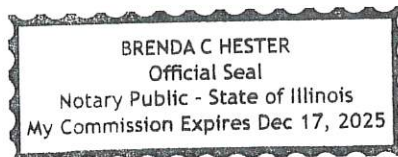
STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

On this 17th day of November, 2022, before me, the undersigned Notary Public, personally appeared **Randy Huffman, Manager/Member of PURNELL DEVELOPMENT, LLC**, an Illinois limited liability company, and **Randy Huffman, President of VISIONARY HOSPITALITY SERVICE, INC** an Illinois Corporation, and known to me to be the manager or president of these companies that executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of the limited liability company and corporation, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this instrument and in fact executed this instrument on behalf of the limited liability company and corporation.

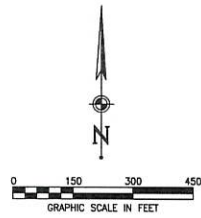
Given under my hand and Notarial Seal, this 5th day of Nov, 2022.


Notary Public

SEAL



[Exhibits A, B, and C follow this page and are an integral part of this Agreement in the context of use.]

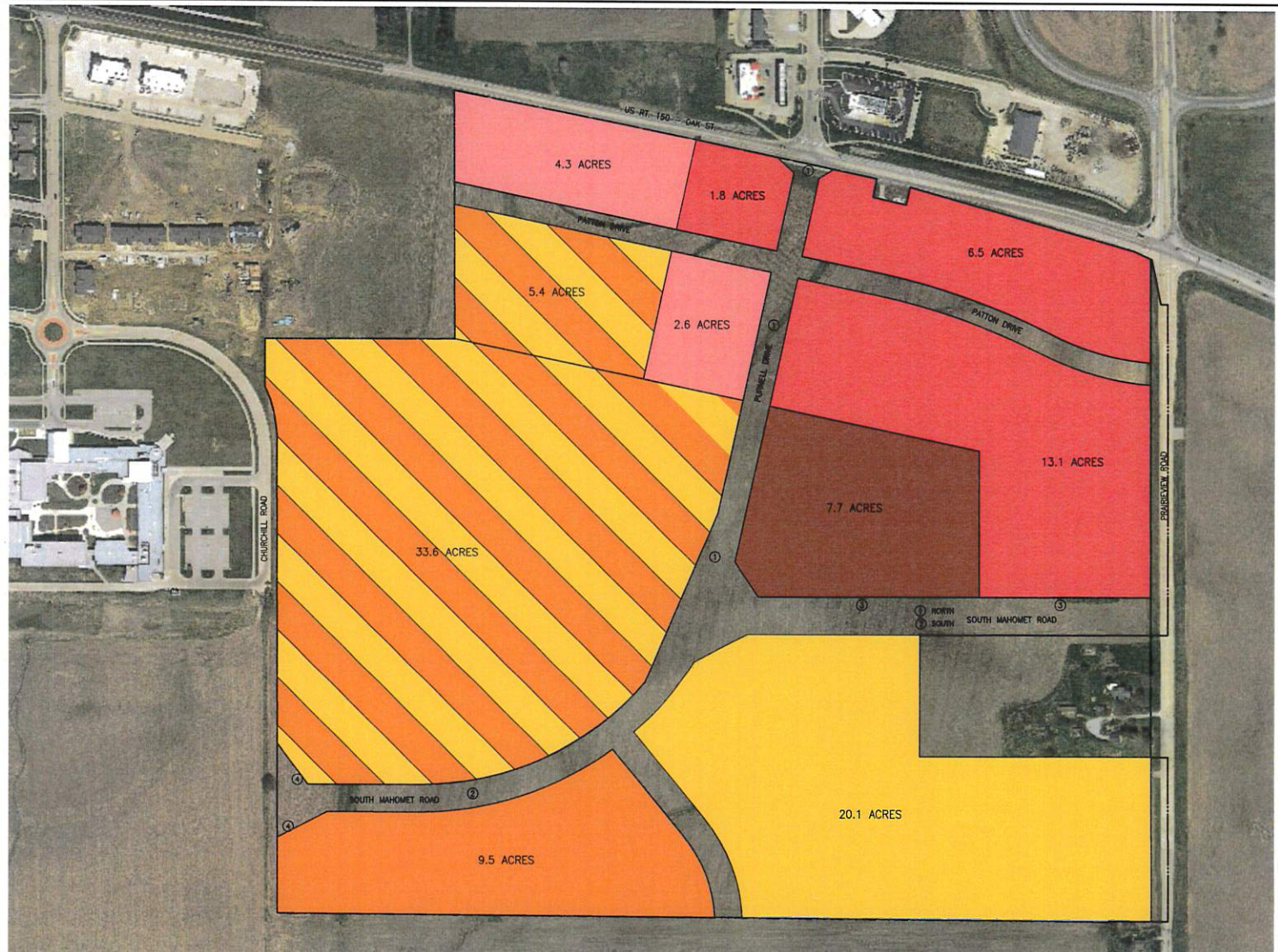


ZONING LEGEND

- R-1C: SINGLE FAMILY RESIDENTIAL DISTRICT
- R-2: TWO-FAMILY RESIDENTIAL DISTRICT
- R-1C (75%) / R-2 (25%) MIXED DISTRICT
- R-3C: MULTIPLE FAMILY RESIDENTIAL DISTRICT
- C-1: NEIGHBORHOOD COMMERCIAL DISTRICT
- C-2: GENERAL COMMERCIAL DISTRICT

KEYNOTES

- ① ROADWAY WITH CURB AND GUTTER
(DESIGN BY VILLAGE OF MAHOMET / PROPOSED PROFILE GRADES TO BE REVIEWED AND APPROVED BY LAND OWNER)
- ② ROADWAY WITH OPEN DITCH
(DESIGN BY VILLAGE OF MAHOMET / PROPOSED PROFILE GRADES TO BE REVIEWED AND APPROVED BY LAND OWNER)
- ③ FUTURE COMMERCIAL / MULTI-FAMILY ENTRANCE
- ④ PROPOSED SANITARY MANHOLE
(DESIGN BY VILLAGE OF MAHOMET / PROPOSED INVERTS TO BE REVIEWED AND APPROVED BY LAND OWNER)



REVISIONS		
NO.	DATE	DESCRIPTION
		Revised on 8/10/21 for MOU approval

B K B
ENGINEERING
301 N. NEIL STREET, SUITE 400 | CHAMPAIGN, IL 61820
CELL 217.840.3546 | OFFICE 217.531.2971 | FAX 217.531.2211

EXHIBIT "A"

RT. 150 / PRAIRIEVIEW ROAD DEVELOPMENT
MAHOMET, ILLINOIS

PROJECT: 08-2101	SHEET:
DESIGN BY: BKB	
DRAWN BY: BKB	
DATE: 3/8/21	Revised on 8/10/21 for MOU approval

EXHIBIT A CONTINUED

Legal Description:

Lot 1 (except further subdivided area in northwest corner of Lot 1) and Lot 2 of Purnell / Jones First Subdivision of Village of Mahomet, Champaign County, Illinois as per Plat recorded on December 15, 2000 with the Champaign County Recorder as Document No. 2000R28533.

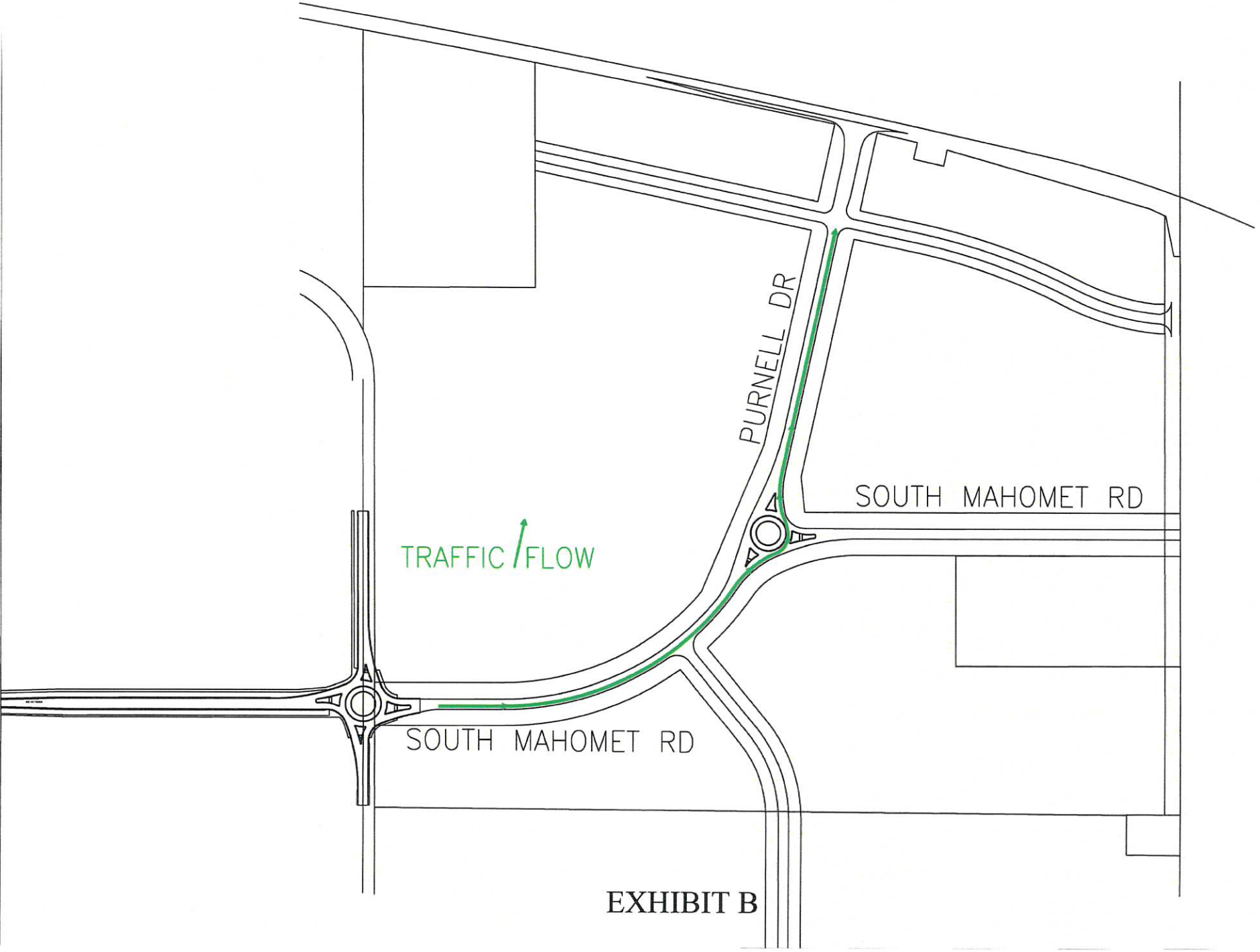
PIN: 15-13-23-200-025, 15-13-24-100-011, 15-13-23-200-008 and 15-13-24-100-012

And

Lot 1 of Purnell First Subdivision of Village of Mahomet, Champaign County, Illinois as per Plat recorded on December 15, 2000 with the Champaign County Recorder as Document No. 2000R28535.

PIN: 15-13-23-200-006 and 15-13-24-100-009

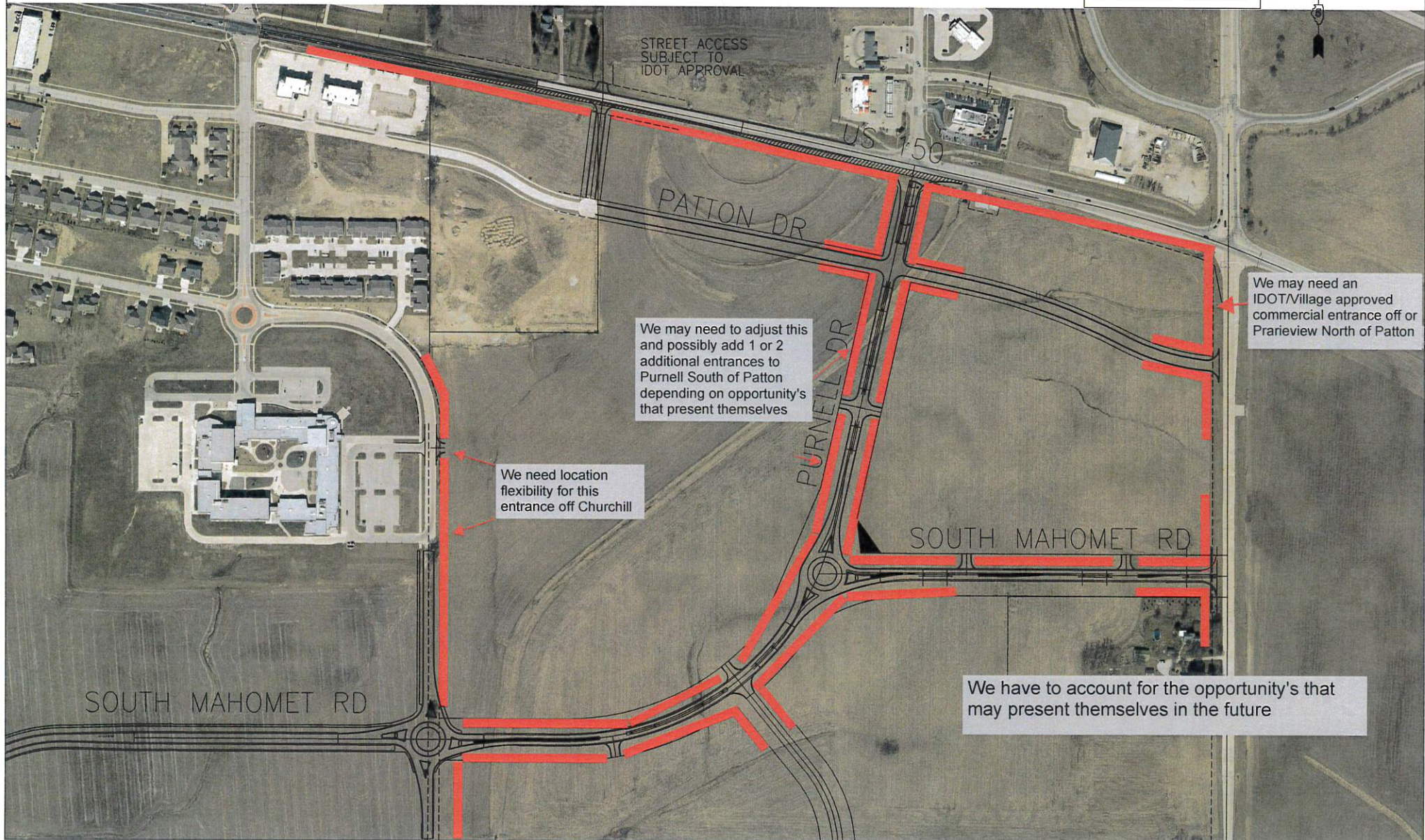
ROUNDBABOUT OPTION



PURNELL STREET PLANNING

EXHIBIT "C"

LEGEND	
ACCESS CONTROL	
US 150 WIDENING	





**Plan and Zoning Commission
Staff Report
Meeting March 7, 2023**

FROM: Abby Heckman, Planner
Kelly Pfeifer, Community Development Director and Village Planner

CASE: Approval of the updated Official 2023 Zoning Map

ACTION: Recommendation to the Board of Trustees

ATTACHMENT: 2023 Official Zoning Map - Village of Mahomet, Illinois

BACKGROUND:

In accordance with the Illinois Compiled Statutes, the Village is required to publish an updated and current zoning map, no later than March 31st of each year. The Champaign County GIS Consortium recently completed the new zoning map entitled "2023 Official Zoning Map - Village of Mahomet, Illinois." The new zoning map is current to December 31, 2022 and incorporates zoning classification, annexation and subdivision related information for the Village from the previous year.

In 2022, the Village processed and adopted six (6) rezonings. The rezonings included properties within Country Ridge South Subdivision, Harvest Edge Subdivision, Hayward Subdivision, Colony Grove Subdivision, on S Division Street, and at Tin Cup RV Park.

Upon adoption by the Village Board, the map entitled "2023 Official Zoning Map - Village of Mahomet, Illinois" will become the Official Zoning Map of the Village.

VILLAGE STAFF RECOMMENDATION:

Staff recommends that the Plan and Zoning Commission review the updated zoning map and adopt the attached Resolution to recommend that the Board of Trustees approve the updated 2023 Official Zoning Map for the Village.

**A RESOLUTION CONCERNING APPROVAL AND PUBLICATION
OF THE OFFICIAL ZONING MAP**

- WHEREAS,** the Board of Trustees of the Village of Mahomet, pursuant to the authority conferred by the Statutes of the State of Illinois, has established land use designations and policies as set forth in Zoning Districts within the Corporate Limits of the Village; and,
- WHEREAS,** the Village is required to publish “a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such for the preceding calendar year”, no later than March 31st of each year; and,
- WHEREAS,** the Village previously published a map entitled “2022 Official Zoning Map - Village of Mahomet, Illinois” as its Official Zoning Map; and,
- WHEREAS,** the Village of Mahomet Official Zoning Map has been updated to reflect annexations, rezonings, subdivisions and other changes which have taken place over the past year; and,
- WHEREAS,** the Village Planner and staff have reviewed the 2023 Official Zoning Map and recommended approval of the updated map; and,
- WHEREAS,** the Plan and Zoning Commission met and reviewed the 2023 Official Zoning Map as submitted.

BE IT THEREFORE RESOLVED this 7th day of March, 2023 by the Plan and Zoning Commission of the Village of Mahomet, Illinois, that:

1. The Plan and Zoning Commission does hereby recommend the Board of Trustees **approve/disapprove** and **adopt/not adopt** the map, entitled, “2023 Official Zoning Map - Village of Mahomet, Illinois”, pursuant to Chapter 65, division 5, Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19) as the Official Zoning Map of the Village of Mahomet.
2. The Plan and Zoning Commission does hereby recommend that Board of Trustees direct that the Official Zoning Map be published and made available to the public, as required by statute.

Chair, Plan and Zoning Commission

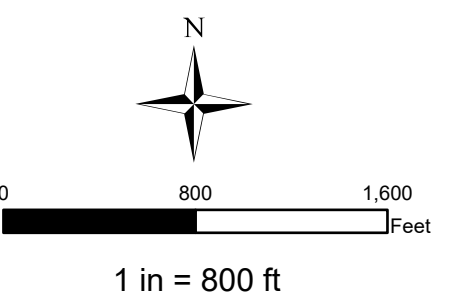
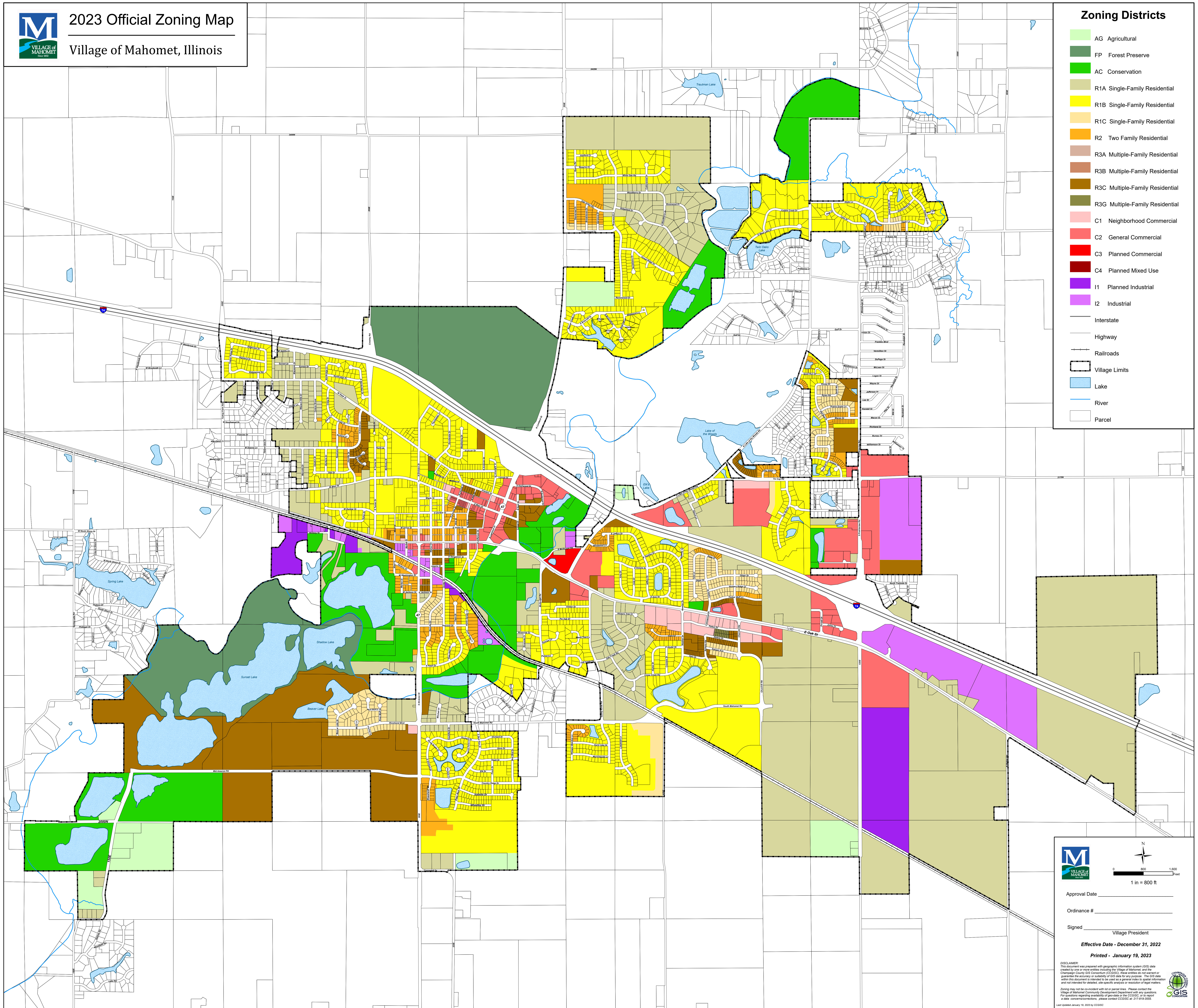


2023 Official Zoning Map

Village of Mahomet, Illinois

Zoning Districts

- AG Agricultural
- FP Forest Preserve
- AC Conservation
- R1A Single-Family Residential
- R1B Single-Family Residential
- R1C Single-Family Residential
- R2 Two Family Residential
- R3A Multiple-Family Residential
- R3B Multiple-Family Residential
- R3C Multiple-Family Residential
- R3G Multiple-Family Residential
- C1 Neighborhood Commercial
- C2 General Commercial
- C3 Planned Commercial
- C4 Planned Mixed Use
- I1 Planned Industrial
- I2 Industrial
- Interstate
- Highway
- Railroads
- Village Limits
- Lake
- River
- Parcel



Approval Date _____

Ordinance # _____

Signed _____

Village President

Effective Date - December 31, 2022

Printed - January 19, 2023

DISCLAIMER:
This document was prepared with geographic information system (GIS) data created by one or more entities including the Village of Mahomet, and the Chicago County GIS Consortium. The Village of Mahomet and the Chicago County GIS Consortium do not warrant the accuracy or suitability of GIS data for any purpose. The GIS data within this document is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters.
Zoning may not be co-incident with lot or parcel lines. Please contact the Village of Mahomet Community Development Department with any questions. For questions regarding availability of geo-data or the CCGIS, or to report a data inconsistency, please contact CCGIS at 217.619.2655.



Last Updated: January 19, 2023 by CCGIS