

**COUNCIL PROCEEDINGS  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS**

**The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Wednesday, December 26, 2007.**

**The Meeting was opened by Pledging Allegiance to the Flag followed by Silent Prayer.**

**The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:**

**Aldermen: Judy Stearns, Kevin Huette, Allen Gibson, David Sage, John Hanson, Jim Finnegan, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.**

**Staff Absent: City Manager Tom Hamilton.**

**Deputy City Manager Brian Brakebill, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.**

**The following was presented:**

To:           Honorable Mayor and Members of the City Council  
From:         Staff  
Subject:      Opening of One Bid for Above Ground Fuel Storage Tank at the Water Department Office

Bids were received by the City Clerk for an above ground fuel storage tank at the Water Department Office. There is \$100,000 budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff requests that the City Council authorize the Director of Water to open the bid at the Meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Motion by Alderman Sage, seconded by Alderman Schmidt that the Bid be opened at the Council meeting, referred to staff for analysis and reported back to Council prior to the end of the meeting.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Work Session Minutes of December 3, 2007

The Council Work Session Minutes of December 3, 2007 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the reading of the minutes of the previous Council Work Session of December 3, 2007 be dispensed with and the minutes approved as printed.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bills and Payroll

The following list of bills and payrolls have been furnished to you in advance of this meeting. After examination I find them to be correct and, therefore, recommend their payment.

Respectfully,

Brian J. Barnes  
Director of Finance

Tom Hamilton  
City Manager

(ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Hanson, seconded by Alderman Gibson that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The seventh partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$14,574 will have been paid to date for work certified as 58% complete for the Peace Meals. Completion date – April 2008.
2. The seventh partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$4,368 will have been paid to date for work certified as 58% complete for the John M. Scott Home Delivered Meals. Completion date – May 2008.

3. The second partial payment to Soules Bird Repellent Co. in the amount of \$6,000 on a contract amount of \$24,000 of which \$12,000 will have been paid to date for work certified as 50% complete for the Bird Control. Completion date – July 2009.
4. The twelfth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666 on a contract amount of \$80,000 per year of which \$79,999.92 will have been paid to date for work certified as ongoing for the McLean County Economic Development. Completion date – December 2008.
5. The seventh partial payment to the Pantagraph in the amount of \$3,832.32 on a contract amount of \$35,350.92 of which \$20,387.96 will have been paid to date for work certified as 58% complete for the Bloomington Center for the Performing Arts 2007-2008 Seasonal Advertising Services. Completion date – April 2008.
6. The third partial payment to McLean County Soil and Water Conservation in the amount of \$16,942.25 on a contract amount of \$67,769 of which \$50,826.75 will have been paid to date for work certified as 75% complete for the Professional Services. Completion date – Annual.
7. The third partial payment to Technical Design Services in the amount of \$700 on a contract amount of \$34,389 of which \$28,075 will have been paid to date for work certified as 82% complete for the Application Needs Assessment Project. Completion date – April 2008.
8. The fourth and final payment to Farnsworth Group in the amount of \$1,675 on a contract amount of \$11,250 of which \$11,250 will have been paid to date for work certified as 100% complete for the Repair Police Parking Deck. Completion date – May 2007.
9. The sixth partial payment to Cornerstone Construction, LLC in the amount of \$109,215 on a contract amount of \$398,770 of which \$319,016 will have been paid to date for work certified as 80% complete for the Zoo Animal Hospital – Miller Park Zoo. Completion date – May 2007.
10. The third partial payment to F & W Lawn Care Specialists in the amount of \$947 on a contract amount of \$25,000 of which \$5,177 will have been paid to date for work certified as 21% complete for the 2007-2008 Seeding at Various Locations. Completion date – June 2008.
11. The seventeenth and final payment to Stark Excavating, Inc. in the amount of \$145,603.20 on a contract amount of \$1,514,348.50 of which \$1,514,348.50 will have been paid to date for work certified as 100% complete for the Euclid Avenue – Oakland to Washington. Completion date – September 2007.

12. The fifteenth partial payment to Lewis, Yockey & Brown in the amount of \$835.38 on a contract amount of \$211,500 of which \$205,710.25 will have been paid to date for work certified as 97% complete for the Design of Hamilton Road from Bunn to Commerce. Completion date – December 2007.
13. The sixteenth partial payment to Lewis, Yockey & Brown in the amount of \$5,365.50 on a contract amount of \$120,000 of which \$105,628.84 will have been paid to date for work certified as 88% complete for the Dr. M.L. King Jr. Drive – Washington to Oakland. Completion date – December 2007.
14. The eighth partial payment to Farnsworth Group in the amount of \$1,155.86 on a contract amount of \$130,300 of which \$62,827.08 will have been paid to date for work certified as 48% complete for the Tanner Street – Morris Avenue to Lake Drive. Completion date – April 2008.
15. The third partial payment to Farnsworth Group in the amount of \$11,448.88 on a contract amount of \$60,945.31 of which \$42,636.15 will have been paid to date for work certified as 70% complete for the Downtown Main St. to Beautification Preliminary Report, Field Survey and Project Development. Completion date – April 2008.
16. The ninth partial payment to Consoer Townsend & Associates in the amount of \$8,600.04 on a contract amount of \$43,400 of which \$41,074.48 will have been paid to date for work certified as 95% complete for the Metering Needs at Water Treatment Plant. Completion date – December 2008.
17. The twentieth partial payment to Clark Dietz, Inc. in the amount of \$1,077.50 on a contract amount of \$22,000 of which \$20,523.02 will have been paid to date for work certified as 93% complete for the Water Department Emergency Response Plan. Completion date – December 2008.
18. The fifth partial payment to Clark Dietz, Inc. in the amount of \$1,995 on a contract amount of \$16,000 of which \$11,606.02 will have been paid to date for work certified as 69% complete for the Lighting Improvements at Division Street. Completion date - December 2008.
19. The eighth partial payment to Farnsworth Group in the amount of \$6,023.28 on a contract amount of \$45,000 of which \$24,187.03 will have been paid to date for work certified as 54% complete for the Wastewater Treatment System at Lake Bloomington – Lake Bloomington Cluster. Completion date – October 2008.
20. The third partial payment to Clark Dietz in the amount of \$986.76 on a contract amount of \$15,000 of which \$8,303.05 will have been paid to date for work certified as 85% complete for the Permit Modification from IDNR Evergreen Reservoir Fish Barrier. Completion date – December 2008.

21. The fifth partial payment to Clark Dietz in the amount of \$14,675.68 on a contract amount of \$47,000 of which \$23,166.29 will have been paid to date for work certified as 49% complete for the Construction Observation James/Charles. Completion date - November 2008.
22. The second partial payment to Consoer Townsend in the amount of \$8,429.14 on a contract amount of \$11,200 of which \$8,855.83 will have been paid to date for work certified as 79% complete for the Water Age Analysis/Hydraulic Model Completion date – April 2010.
23. The fifteenth partial payment to Consoer Townsend & Associates in the amount of \$240.85 on a contract amount of \$185,000 of which \$84,888.11 will have been paid to date for work certified as 46% complete for the Electrical Improvements at Lake Bloomington. Completion date – December 2007.
24. The second partial payment to WHPA, Inc. in the amount of \$21,584 on a contract amount of \$518,846 of which \$23,059 will have been paid to date for work certified as 4% complete for the Strategic Source Water Study. Completion date – September 2009.
25. The ninth partial payment to Stark Excavating, Inc. in the amount of \$102,150 on a contract amount of \$1,990,500 of which \$1,738,389 will have been paid to date for work certified as 87% complete for the Recovery Pumps and Piping (Groundwater, Etc.) Main Branch Kickapoo. Completion date – January 2007.
26. The fourth partial payment to Gildner Plumbing, Inc. in the amount of \$185,284 on a contract amount of \$434,125 of which \$358,762 will have been paid to date for work certified as 83% complete for the James/Charles Place Water Main Replacement. Completion date – December 2007.
27. The fifteenth and final payment to Clark Dietz in the amount of \$1,056.25 on a contract amount of \$68,800 of which \$68,672.95 will have been paid to date for work certified as 100% complete for the Main Replacement on Hinshaw/Barker. Completion date - December 2007.
28. The third partial payment to Clark Dietz in the amount of \$569.81 on a contract amount of \$60,000 of which \$5,689.21 will have been paid to date for work certified as 9% complete for the Observation/Inspection of Parkview Water main. Completion date - October 2008.
29. The fourth partial payment to Clark Dietz in the amount of \$3,666.02 on a contract amount of \$22,000 of which \$10,915.25 will have been paid to date for work certified as 50% complete for the Water Main Installation on Graham Street through O’Neil Park. Completion date – December 2007.

30. The third partial payment to Clark Dietz in the amount of \$2,475 on a contract amount of \$25,000 of which \$16,468.54 will have been paid to date for work certified as 62% complete for the Main Replacement on Oak and Roosevelt. Completion date – December 2008.
31. The tenth partial payment to Clark Dietz in the amount of \$480 on a contract amount of \$84,600 of which \$52,679.72 will have been paid to date for work certified as 61% complete for the Parmon Rd. Water Main Replacement. Completion date – December 2007.
32. The twenty-fifth partial payment to Lewis, Yockey & Brown in the amount of \$156.84 on a contract amount of \$93,000 of which \$88,256.64 will have been paid to date for work certified as 95% complete for the Lincoln Street Water Main – Veterans to Morrissey. Completion date – June 2008.
33. The fifth partial payment to AB&H Donohue & Associates in the amount of \$1,965 on a contract amount of \$12,000 of which \$10,725 will have been paid to date for work certified as 89% complete for the Sewer Rate Study. Completion date – December 2007.
34. The tenth partial payment to Gildner Plumbing, Inc. in the amount of \$86,425 on a contract amount of \$1,114,445 of which \$1,106,201 will have been paid to date for work certified as 99% complete for the Sewer and Storm Drain Kickapoo Force Main. Completion date – January 2007.
35. The third and final payment to Gildner Plumbing, Inc. in the amount of \$1,904.20 on a contract amount of \$51,968 of which \$51,014.20 will have been paid to date for work certified as 100% complete for the Ridgewood/Fox Creek Sewer Outfall Sanitary Sewer. Completion date – July 2007.

All of the above described payments are for planned and budgeted items previously approved by the City Council. I recommend that the payments be approved.

Respectfully,

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the payments be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of November, 2007

Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the month of November were presented for Audit by the Township Supervisor.

The Audit of these accounts took place on Monday, December 26, 2007 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

Respectfully,

Tracey Covert  
City Clerk

**Motion by Alderman Hanson, seconded by Alderman Gibson that the audit of the bills and payrolls for the Township for the month of November, 2007 be made a matter of record.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Reports



The following report should be received and placed on file with the City Clerk:

1. Monthly Receipt and Expenditure Report, November 2007.
2. Motor Fuel Tax Allotment for the month of November, 2007.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Hanson, seconded by Alderman Gibson that the reports be received and placed on file.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Pay Traffic Control Corporation for a Replacement Traffic Signal Controller Cabinet for Center Street at Wood Street

The Traffic Signal Controller Cabinet at the intersection of Center Street (Business Rt. US 51) and Wood Street was severely damaged in a traffic accident. The Controller Cabinet needed to be replaced. As time was of the essence, staff contacted both of the two (2) major signal equipment suppliers in our area. The best delivery schedule was offered by Traffic Control Corporation in Addison, Illinois. They have installed a replacement Controller Cabinet and submitted an invoice in the amount of \$5,847. Staff has reviewed the invoice and finds it to be in order.

Staff respectfully recommends that Council approve payment in the amount of \$5,847 to Traffic Control Corporation of Addison, Illinois for a replacement Controller Cabinet, with payment to be made from Traffic Maintenance Funds G16230-70590.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the payment be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Authorize Payment for Repairs to a High Service Pump

High Service pump motor number 4 at the Water Treatment Plant failed in September. This is the motor powering one of the largest pumps at the Water Treatment Facility. Council approved repairs to this motor on September 10, 2007. While the motor was being repaired, the related pump number 4 was removed for preventative maintenance. The pump was in generally good condition but did need some new parts and machining of the bearings to bring them back to original equipment manufacturer's standards. The pump column was also sandblasted and coated to prevent corrosion. Staff sought a quotation from the vendor that has repaired the high service pumps in the past. That quotation was as follows:

Thomas Pump Company, Incorporated	\$9,378
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Staff respectfully requests that Council approve the payment of \$9,378 to Thomas Pump Company, Inc. for the repair of the high service pump 4 at the Water Treatment Plant. Payment will be made from Water Department, Purification Division, Operation and Maintenance Funds, Machinery Equipment and Maintenance Account (5010-50130-70540).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the payment be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Payment of \$51,538.08 to the Grove on Kickapoo Creek, LLC for the City's Share of the Construction Cost of the 20" Water Main to the Grove on Kickapoo Creek Subdivision

On September 26, 2005, Council approved an Annexation Agreement with Eastlake Partners, LLC for the Grove on Kickapoo Creek Subdivision. Eastlake Partners, LLC has changed their name to the Grove on Kickapoo Creek, LLC. The Grove on Kickapoo Creek Subdivision is located on the north side of Ireland Grove Road, approximately one and one half (1½) miles east of Towanda Barnes Road. The Annexation Agreement obligated the City to reimburse the developers for the City's portion of the water main that was necessary to bring potable water to the site. The developer's contractor has constructed approximately 4,200 feet of a twenty inch (20") water main in the Ireland Grove Road right of way or upon easements to this point.

The Grove on Kickapoo Creek, LLC has submitted a request for reimbursement in the amount of \$51,538.08. Staff has reviewed the bill and finds it to be in order. There are funds budgeted for this expense in the Water Department's capital budget. Staff respectfully recommends that Council approve the payment of \$51,538.08 to The Grove on Kickapoo Creek, LLC with payment to be made from Water Depreciation Funds (X50200-72540).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the payment be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payment for Leaf Disposal

State law prohibits the land filling of landscape waste including leaves raked, mulched, or in any way collected by residents. The Public Service Department has in place an established program of collecting leaves from City parkways and transporting those leaves to farmers for incorporation into their crop land. This saves land fill space and provides natural nutrients to the crop land. Farmers are paid \$3.00 per cubic yard to receive the leaves and are required to spread the leaves and till them into crop land at rates established by the Illinois Environmental Protection Agency (IEPA).

Staff developed this program as a less costly alternative to purchasing land, hiring additional employees, adding equipment, and obtaining required IEPA composting permit(s). Three (3) area farmers have routinely participated in this program. Two (2) of these farmers with one (1) site each accepted leaves with a total cost of less than \$5,000. The third farmer, Mr. Lynn Kidwell, 10213 Elizabeth Road, has accepted the bulk of leaves collected this year. He provides four (4) disposal sites of which two (2) are surrounded by the corporate City limits and two (2) that are within one half (½) mile of the corporate City limit. Additionally, he provides all weather disposal capabilities at these sites. Mr. Kidwell has accepted a total of 3,965 cubic yards of leaves this year. Staff respectfully requests permission to pay Mr. Kidwell \$11,895 for receiving the leaves. Funding for this payment has been budgeted in account 1001-16130-70990.

Respectfully,

Rick Clem  
Director of Public Service

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the payment be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Government Center Operation and Maintenance Expenses for 2008

The City and McLean County jointly lease the Government Center facility from the Public Building Commission (PBC). According to the terms of the lease, the County and City must each make an annual payment to the PBC to cover operation and maintenance expenses for that year. The amount of payment is determined each year based upon the previous year's experience and anticipated additional expenses. The City's share for the calendar year 2008 has been determined to be \$402,019. Staff has reviewed this figure and finds it to be in order.

The lease requires the parties to execute an attachment to the lease every year to indicate the operation and maintenance expenses due for that year. Staff respectfully recommends approval of the attachment and authorization for payment.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Tom Hamilton  
City Manager

**ATTACHMENT NO. SIX TO AMENDMENT TO LEASE AND OPERATION AND  
MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING**

Pursuant to the provisions of that certain Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois dated November 20<sup>th</sup>, 2001, between the undersigned parties, the City and County agree to pay to the PBC for the period beginning January 1<sup>st</sup>, 2008 and ending December 31<sup>st</sup>, 2008 the sum of \$896,438.00. Of this total, the City agrees to pay ~~\$448,219.00~~ \$402,019 and the County agrees to pay \$448,219.00.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building for the one-year period beginning January 1, 2008 said functions being all pursuant to the provisions of Section III of the Lease, dated November 20<sup>th</sup>, 2001.

The City and County agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amounts hereinabove set forth.

This Attachment is executed by the officers of the Public Building Commission, by the Officers of the County of McLean and by the Officers of the City of Bloomington as of the dates set forth below.

COUNTY OF MCLEAN

By: Matt Sorensen  
Chairman, County Board  
Executed: December 18, 2007

ATTEST:

PeggyAnn Milton  
County Clerk

PUBLIC BUILDING COMMISSION OF  
McLEAN COUNTY, ILLINOIS

By: Bob Rush  
Its Chairman  
Executed December 4, 2007

ATTEST:

John Morel  
Its Secretary

CITY OF BLOOMINGTON

By: Stephen F. Stockton  
Its Mayor  
Executed: December 31, 2007

ATTEST

Tracey Covert  
City Clerk

**Motion by Alderman Hanson, seconded by Alderman Gibson that the Amendment to the lease and Payment be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Request to Sell Surplus Meter Equipment

Staff respectfully requests Council authorization to dispose of surplus water meters. The Water Department has been changing large meters from a style known as turbine meters to that of a compound meter, in certain installations. The total number of turbine meters used in the water system will not be as great in the future, thus there are several surplus turbine meters that are in need of disposal.

In the past, when water meters were deemed as obsolete, surplus or unrepairable, they were simple sold for the scrap value of the metal used in the meter body. Staff has sought out a meter repair and resale shop that will take these larger water meters and rehabilitate them. The department has found such a source, Gunner Meters of Detroit, Michigan, that is willing to pay for the used meters. Upon purchase, they will rehabilitate these meter into like new ones with new meter specifications. The repair firm has offered us the following pricing for these surplus meters/parts:

**Prices for Meter Inventory**

<u>Meter Type and Size</u>	<u>Price per Item</u>	x	<u># in inventory</u>	<u>Price</u>
3" TT	\$ 115.00	x	2	\$ 230.00
3" HPT	\$ 100.00	x	5	\$ 500.00
4" TT	\$ 150.00	x	1	\$ 150.00
4" HPT	\$ 150.00	x	2	\$ 300.00
6" HPT	\$ 250.00	x	1	\$ 250.00
8" TT	\$ 350.00	x	1	\$ 350.00
8" strainer	\$ 300.00	x	1	\$ 300.00
6" strainer	\$ 200.00	x	1	\$ 200.00
3" strainer	\$ 75.00	x	1	\$ <u>75.00</u>
<b>TOTAL</b>				<b>\$ 2,355.00</b>

The funds generated from this surplus water meter sale would be deposited in the Water Department Salvage Revenue account, (5010-X50110-57190).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Alderman Finnegan expressed his appreciation to the Water Department. He recognized the department's efforts.**

**Motion by Alderman Hanson, seconded by Alderman Gibson that the sale of surplus meters to Gunner Meters in the amount of \$2,355 be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**



**The following was presented:**

To: Honorable Mayor and Members of City Council  
From: Staff  
Subject: Food Concessions at Miller Park

On October 22, 2007, Council approved the solicitation of proposals to provide food concessions at the Miller Park concession stand. Nineteen (19) Requests for Proposals were sent out to various vendors with a submittal deadline of November 30, 2007.

Two (2) vendors subsequently picked up informational packets. No proposals were submitted prior to the deadline. Subsequently, staff has identified a vendor interested in providing a quote for these services.

We respectfully request permission to negotiate a contract with this vendor. If approved, and a mutual agreement is made with this vendor, staff will return to Council for permission to enter into a contract.

Respectfully,

John Kennedy  
Asst. Director Parks and Recreation

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that staff be allowed to negotiate a contract for food concessions at Miller Park.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Waive the Formal Bidding Process for Printing and Distribution of Recycle Map

Each year around this time, The Pantagraph prints and distributes the Public Service Department's recycle map for the new calendar year. After printing the map, they then distribute it by insertion into 14,000 home delivered papers and 8,500 community newspapers, 13,550 direct mail copies, and provides 2,000 additional copies to the Public Service Department. The Pantagraph also runs a 3"x5" ad in the paper notifying residents that the recycle map will be in the newspaper.

The 2008 recycle maps have been printed and were inserted in the Community News on December 12<sup>th</sup> and in the Pantagraph on December 14<sup>th</sup>. Based on recent conversations with the City's Purchasing Agent, Public Service has been in error in past years because Council approval was not obtained prior to initiating the printing and distribution of the maps. The Pantagraph provides a unique service in that they have the ability to distribute the maps directly to households which results in superior customer service. Staff will seek Council approval prior to next year's map printing and distribution.

Staff requests approval to pay the Pantagraph a fee not to exceed \$9,376 for this service. Funding has been budgeted in account 1001-16130-70990.

Respectfully,

Rick Clem  
Director of Public Service

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 119**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PAYMENT TO THE PANTAGRAPH FOR THE PRINTING AND  
DISTRIBUTION OF RECYCLE MAP IN AN AMOUNT NOT TO EXCEED \$9,376**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Pay the Pantagraph for the Printing and Distribution of Recycle Map in an Amount not to exceed \$9,376.

ADOPTED this 26<sup>th</sup> day of December, 2007.

APPROVED this 27<sup>th</sup> day of December, 2007.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Hanson, seconded by Alderman Gibson that the formal bidding process be waived, the Purchasing Agent be authorized to issue a Purchase Order to the Pantagraph in an amount not to exceed \$9,376, and the Resolution be adopted.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for the Construction of a Water Main Extension/Replacement Project on Lincoln Street from Morrissey Avenue to McGregor Street

Bids for a Water Main Extension/Replacement Project on Lincoln Street from Morrissey Avenue to McGregor Street were received and read aloud in the office of the City Clerk on December 11, 2007 at 1:00 p.m. The bids received were as follows:

Stark Excavating, Inc.		<u>\$190,721.50</u>
	Total	\$190,721.50
George Gildner, Inc.		<u>\$178,384.00</u>
	Total	\$178,384.00
G. A. Rich and Sons		<u>\$203,998.00</u>
	Total	\$203,998.00

Staff has reviewed these bids and finds all to be in order. The engineer's estimate for this project was \$266,053. Staff respectfully requests that Council accept the least cost, qualified bid and award the contract to George Gildner, Inc. in the amount of \$178,384.

This project was not included in the FY 2007/2008 budget. Due to the reconstruction of the Lincoln Street and Morrissey Avenue intersection starting in 2008, the conflicts with the water main in this intersection must be eliminated. Although this water main relocation could possibly have been budgeted for FY 2008/09, it was feared that the road work would start before the water main relocation was completed. To fund this project under Water Department Depreciation Funds (Account # X50200-72540), a budgeted FY 2007/08 project (Towanda Barnes water main from Route 9 to Vic Drive) will be deferred until FY 2008/09. The Towanda Barnes water main project is budgeted in the 2007/08 budget in the amount of \$350,000.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Hanson, seconded by Alderman Gibson that the bid be awarded to George Gildner, Inc. in the amount of \$178,384, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for the Installation of Area Lighting Around the Division Street Reservoir

Bids were received for the Installation of Area Lighting around the Division Street Reservoir were received and read aloud in the office of the City Clerk on December 11, 2007 at 1:30 p.m. The bids received were as follows:

Illinois Prairie Electric	Base Bid	\$51,277.00
	Additive Alternate # 1	\$29,815.50
	Additive Alternate # 2	- <u>\$10,248.00</u>
	<b>Total</b>	<b>\$70,844.50</b>
Laesch Electric, Inc.	Base Bid	\$54,238.32
	Additive Alternate # 1	\$33,332.90
	Additive Alternate # 2	<u>\$42,897.00</u>
	<b>Total</b>	<b>\$130,468.22</b>
Anderson Electric	Base Bid	\$60,100.00
	Additive Alternate # 1	\$42,000.00
	Additive Alternate # 2	- <u>\$ 4,200.00</u>
	<b>Total</b>	<b>\$97,900.00</b>
Wm. Masters, Inc.	Non-responsive	
Zeller Electric, Inc.	Non-responsive	
Weber Electric, Inc.	Non-responsive	

In addition to the Base Bid, staff requested bids on Additive Alternate Number 1: provide lighting on the west side of the reservoir and Additive Alternate Number 2: replace the aluminum poles with concrete poles. Staff has analyzed all bids and determined three (3) of the bidders did not meet the requirements for bidding and were judged to be non-responsive. Of the remaining three (3) bidders, Illinois Prairie Electric was determined to be the least cost, qualified bidder. The engineer's estimate for this project was \$102,000.

Staff respectfully requests that Council accept the least cost, qualified base bid and both Additive Alternates and award the contract to Illinois Prairie Electric of Bloomington, in the amount of \$70,844.50. This project was budgeted in the FY 2007/08 budget under Water Department Depreciation Funds (Account # X50200-72540) in the amount of \$100,000.

Respectfully,

Craig M. Cummings  
Water Director

Tom Hamilton  
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Hanson, seconded by Alderman Gibson that the bid be awarded to Illinois Prairie Electric in the amount of \$70,844.50 and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Change Order to the Agreement with Corn Belt Energy for the Main Branch Kickapoo Creek Pump Station Electrical Service Installation

On September 10, 2007, Council approved a contract for \$19,740.34 with Corn Belt Energy to install electrical service to the Main Branch Kickapoo Creek Pump Station. During the construction of the pump station the location of the above ground transformer was changed. The new location placed it outside the fenced in portion of the site and at an elevation where it would be not be affected by floodwaters. This change in turn increased the amount of copper wire Corn Belt Energy would need to complete the installation. Corn Belt Energy is requesting an additional \$8,023.73 for the additional amount of copper wire.

Staff respectfully requests that Council approve the change order with Corn Belt Energy for the additional installation fee in the amount of \$8,023.73. Payment will be made from Sewer Depreciation Funds (X52250-72550).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Alderman Purcell questioned this item. He specifically questioned the distance. Doug Grovesteen, Director of Engineering, addressed the Council. He noted that a transformer which belonged to the power company had to be moved. A short distance was involved. There were three (3) expensive large copper cables involved.**

**Motion by Alderman Hanson, seconded by Alderman Gibson that the Change Order be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Change Order to the Agreement with Farnsworth Group, Inc. for the Intersection Design Study (IDS) at the Woodrig Road and South Main Street Intersection

On June 12, 2006, Council approved an Annexation Agreement for Cedar Ridge Subdivision. The agreement obligated the City to prepare an IDS for the intersection of Woodrig Road with South Main Street (Business Rt. US 51).

On February 12, 2007, Council approved a contract for \$18,900 with Farnsworth Group, Inc. to complete the IDS. During the course of completing the IDS, Farnsworth Group, Inc. had to go beyond the original scope of work to satisfy Illinois Department of Transportation (IDOT) District 5 requirements. Farnsworth Group, Inc. is requesting \$4,200 for this additional work. The preparation of this IDS is not in the current budget.

Staff has reviewed their request and has determined that the additional amount is reasonable. Staff respectfully recommends that Council approve this Change Order to the contract with Farnsworth Group to provide civil engineering services on a time and materials basis for a maximum additional amount of \$4,200. Payment will be made from Capital Improvement Funds (X40100-70050).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the Change Order be approved.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Evergreen Cemetery – Transfer of Property

The Evergreen Cemetery Association operates Evergreen Cemetery however the City owns the land. In 2002 the Cemetery Association agreed to convey a small part of the cemetery property adjacent to 912 Wright Street to Billy and Carol Godbey, the owners of said property.

Council approved the transfer however due to some confusion with payment of taxes and through no fault of the Godbeys, the land was never deeded over as agreed. The Godbeys recently contacted the Legal Department requesting that the original agreement be honored. Nothing has changed since the agreement was made and the Cemetery Association has no objection to making the transfer at this time. Staff prepared a deed and respectfully requests Council approval of the conveyance of land and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Tom Hamilton  
City Manager

**WARRANTY DEED  
by Corporation**

This Indenture Witnesseth, that the Grantor City of Bloomington, a Municipal Corporation, organized and existing under and by virtue of the Laws of the State of Illinois having its principal office at Bloomington, Illinois for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, Conveys and Warrants to Billy Godbey and Carol Godbey, husband and wife as joint tenants and not as tenants in common of the City of Bloomington, County of McLean and State of Illinois the following described Real Estate, to wit:

The East 15 feet of the North 57.5 feet of Lot 4 in Block 13 of John Niccolls and Company's Second Addition to the City of Bloomington, McLean County, Illinois. Parcel Identification No. 21-09-209-004 part of

situated in the County of McLean in the State of Illinois. The Grantee assumes and agrees to pay the 2008 and subsequent years real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record.



This Deed is made, executed and delivered pursuant to authority given by the City Council of said Municipal Corporation at a regular meeting of the City Council held on December 26, 2007 at 7:30 p.m.

IN TESTIMONY WHEREOF, The said City of Bloomington hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Mayor and attested by its City Clerk this day of December 27<sup>th</sup>, A.D. 2007.

CITY OF BLOOMINGTON

By: Stephen F. Stockton  
Mayor

Attest:

Tracey Covert  
City Clerk

STATE OF ILLINOIS        )  
  )ss  
COUNTY OF McLEAN        )

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Stephen F. Stockton, personally known to me to be the Mayor of the City of Bloomington, and Tracey Covert, personally known to me to be the City Clerk of said Municipal Corporation, 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 of writing as Mayor and City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the City Council of said Municipal Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of December, A.D. 2007.

Janice L. Scherff  
Notary Public  
My Commission Expires 03/07/11

**Motion by Alderman Hanson, seconded by Alderman Gibson that the transfer of property to Billy and Carol Godbey be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Request of KPTS, Inc., d/b/a Six Strings, located at 525 N. Center St, holding a TAS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week to review the conditions 1.) closing time - Monday through Friday 12 midnight; Saturday and Sunday 1:00 a.m.; 2.) shuttle service van with a capacity of thirteen (13) be implemented and available at time of business opening; second van be contracted for based upon need; 3) video cameras be installed on the building's interior and exterior, exterior cameras must be installed on the building's east, west and north sides, focus of same would be patron behavior; 4.) footage from cameras would be retained for sixty (60) days and turned over to the City upon request by the Police Department and/or Liquor Commission 5.) establishment administration will implement procedures which will encourage patron use of the Market St. Garage; 6.) consistent with the testimony presented at the three (3) meetings ownership/management must address litter around the establishment; 7.) Commission reserves the right to confer with the owner to place conditions upon the outdoor patio such as music, occupancy, etc.; and 8.) establishment ownership will implement a proactive program which encourages appropriate patron behavior

The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to hear a review the conditions 1.) closing time - Monday through Friday 12 midnight; Saturday and Sunday 1:00 a.m.; 2.) shuttle service van with a capacity of thirteen (13) be implemented and available at time of business opening; second van be contracted for based upon need; 3) video cameras be installed on the building's interior and exterior, exterior cameras must be installed on the building's east, west and north sides, focus of same would be patron behavior; 4.) footage from cameras would be retained for sixty (60) days and turned over to the City upon request by the Police Department and/or Liquor Commission 5.) establishment administration will implement procedures which will encourage patron use of the Market St. Garage; 6.) consistent with the testimony presented at the three (3) meetings ownership/management must address litter around the establishment; 7.) Commission reserves the right to confer with the owner to place conditions upon the outdoor patio such as music, occupancy, etc.; and 8.) establishment

ownership will implement a proactive program which encourages appropriate patron behavior, placed upon KPTS, Inc., d/b/a Six Strings, located at 525 N. Center St., currently holding a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Daniel Rolph, owner/operator and License holder representative.

Commissioner Stockton opened the liquor hearing. He requested that the License holder present the request. Daniel Rolph, owner/operator and License holder representative, addressed the Commission. He only planned to address condition 1, (closing time). He stated that a time frame was not specified for review. He expressed his opinion that it was not accomplishing the original intent. He cited the significant financial impact that it was having on Six Strings. He estimated the loss at \$10,000 to \$15,000 per month. Six Strings had not increased density or disorderly behavior within the Downtown. The number of patrons was down within the Downtown. He cited the Town of Normal's expanded hours for alcohol sales. The conditions had been in effect for three (3) months. Six Strings' patrons leave at the earlier closing hour and go to other Downtown bars. At times, individuals are seen waiting in line on the street. He noted the upper level residents on Main St. There were limited residences on Center St. The transportation service was adequate. The Downtown clears out quickly.

Six Strings had been a responsible liquor license holder. He cited the signage, the designated driver program, the security firm retained, and lockers available to secure patrons' personal belongings. He noted Six Strings mixed demographics. He added the technological enhancements, (cameras with monitors which scan ids). He acknowledged the noise complaints had been received from Phoenix Towers, (PT). He noted that the building's Center St. side was all glass. He had considered draperies for this wall. He had also spoken with PT's management. Six Strings had hosted a mini concert at PT and sent a letter of apology.

Commissioner Stockton noted that the windows on the north side of building should not be open. Mr. Rolph noted that Six Strings had implemented a no open windows rule. Commissioner Stockton addressed the speaker on the upper level balcony. Mr. Rolph noted Six Strings had worked with City's P.A.C.E., (Planning and Code Enforcement), Department. Six Strings original intent was to not place speakers on the balcony. The outdoor speakers had been removed. These speakers were removed after the meeting at Phoenix Towers. Six Strings wanted to be a responsible Downtown business owner.

Commissioner Petersen questioned these speakers. Mr. Rolph stated that they were a nice addition. However, they could not be regulated separately. Commissioner Buchanan noted from his personal observations he did not view them as a problem. Mr. Rolph had also met with the owner of the Chocolatier. There had not been any problems to date.

Commissioner Stockton opened the hearing to public comment. No one came forward to address the Commission. Commissioner Stockton noted that Six Strings was located in Ward 6. Alderman Schmidt had expressed her concerns regarding this establishment. Mr. Rolph had

attempted to set up a meeting with her. Alderman Schmidt was unavailable until after December 12, 2007. He expressed his hope for a win win situation.

Commissioner Buchanan expressed his discomfort with these unique conditions. He added that enforcement was complicated by same. He questioned how to measure some of these conditions. He added his belief that the license holder had done more than required to meet the City's wishes. He noted Six Strings' wish to be a good neighbor. He had visited Six Strings and other Downtown establishments. Questions had been raised regarding desirability, (another Downtown tavern). However legitimate concerns may compound existing problems. He recommended that condition 1 be removed. The license holder was served with notice that the Commission was interested in Six Strings' compatibility within the Downtown, (residents and businesses).

Mr. Rolph stated that Six Strings had the support of two (2) of its neighbors, (Flinger's Pizza located at 608 N. Main St. and Recycling for Families located at 515 N. Center St.). Six Strings had partnered with Flinger's regarding pizza sales. Six Strings pays for the dumpster used by both (Six Strings and Recycling for Families). In addition, Six Strings rents parking spaces from same. Six Strings staff also provides Sunday clean up of the properties.

Mr. Rolph expressed his hope that condition 1 would be rescinded before New Year's Eve. Six Strings had been open for business since September 14, 2007.

Commissioner Clapp noted that there would be problems due to the learning curve and the number of conditions. She questioned the validity of condition 1. She also questioned where the idea of a six (6) month probationary period had come from. The Commission needed to be flexible. Six Strings had demonstrated the financial hardship.

Commissioner Petersen noted that this license holder had gone the extra mile. Six Strings had been a good neighbor. The owners continued to look for ways to improve their business. He cited the building improvements and the security which has been put in place. Mr. Rolph noted that Six Strings intended to be responsible. Sixteen (16) cameras had been installed. Six Strings was interested in doing the right thing.

Commissioner Stockton noted that there was no direct public protest, (Peg Flynn, Downtown Business Association Director, was present). He noted that credit must be given for the license holder's good faith efforts, (the use of technology). He added the intention of the time restriction. The noise issue was relevant. The clientele was different than what Six Strings had offered at the original liquor hearings. A portion of their clientele was patronizing other Downtown establishments after Six Strings' earlier closing hour.

Mr. Rolph noted that the mix generations was a challenge. Six Strings is now opening at 4:00 p.m. on Fridays. Six Strings will offer expresso. The college students like country music and then are asked to leave an hour earlier than the other Downtown taverns. Six Strings has implemented an entrance, (Mulberry St.). There are generally two (2) exits, (Mulberry and Center St.). The exception would be for major concert acts.

Commissioner Stockton expressed his opinion that the license would never have been approved initially without conditions. The Commission needed that availability of same. Commissioner Buchanan noted that conditions must be related to a problem and have the ability to address same. Commissioner Stockton presented the Commission with the following options: 1.) deny this request; 2.) deny at this time; 3.) remove the condition and set a trial period; and 4.) remove the condition. Commissioner Buchanan expressed his interest in seeing how the removal might work in warm weather.

Ms. Eisner noted that a concern had been raised. Phoenix Towers had complained about noise. She questioned the license holder's commitment to a curfew. She expressed her opinion that this might be the biggest issue.

Commissioner Stockton added that Alderman Schmidt might not support the Commission's recommendation. Mr. Rolph reminded the Commission of his efforts to meet with her. He added his interest in having a dialogue with her and his willingness to address issues.

Commissioner Petersen questioned the bands' hours. Mr. Rolph stated 9:30 p.m. until a half hour before closing. The patrons leave when the band stops. He restated that Six Strings would address the noise issue.

Commissioner Buchanan expressed his frustration with the unknowns. He cited the number, the frequency and the legitimacy of the complaints. He expressed his hope that they were rational and reasonable. Mr. Rolph restated that Six Strings would address Phoenix Towers' concern regarding noise.

Commissioner Stockton questioned if the Commission was ready to make a recommendation given the unknowns regarding the noise issue.

Commissioner Buchanan cautioned Mr. Rolph that the license holder must work with the neighborhood. He specifically cited Alderman Schmidt and Phoenix Towers.

Commissioner Clapp described the conditions as particular. The noise issue was indirectly related to Six Strings. She questioned how to satisfy Alderman Schmidt and how the Commission should address the Council.

Commissioner Petersen expressed his support to remove condition 1. Six Strings would have its feet to the fire and the community would be watching. He questioned if the noise could be eliminated.

Commissioner Stockton noted that money may be an issue. Commissioner Petersen noted that the City might have another empty building in the Downtown. Commissioner Stockton expressed his support for this concern. He instructed the license holder to work with Alderman Schmidt in an attempt to resolve any differences. Mr. Rolph restated his intention to meet with her after December 12, 2007.

Commissioner Stockton restated that the Commission would review this action after the warm weather months.

Ms. Eisner expressed her belief that it would be difficult to accomplish, (resolve the noise issue). She acknowledged that the license holder had admitted to the problem.

Commissioner Buchanan noted that this item would appear on the Council's December 26, 2007 meeting agenda.

Commissioner Petersen questioned the reasons why this condition might be reinstated. Commissioner Buchanan cited information received from Alderman Schmidt and the neighbors. The Commission's action would be a temporary elimination. The license holder was willing to accept same and to address the noise issue, (currently in process of addressing same). Ms. Eisner recommended that the Commission give consideration to reinstating the condition. She suggested showing cause why not to put the condition back on.

Commissioner Stockton informed Mr. Rolph that Six Strings had work to do before December 26, 2007. Mr. Rolph stated that the noise issue would be resolved by then. Commissioner Stockton informed Mr. Rolph that he had spoken with Tim Stills, business partner, about two (2) months ago regarding same.

Commissioner Petersen expressed his support for removing the condition. He did not support a sunset clause.

Ms. Eisner suggested that the condition be lifted temporarily for New Year's Eve. Commissioner Clapp noted that the college students would not be back until January 2008.

Based on the above, the Liquor Commission recommends to the City Council the elimination of condition 1.) closing time - Monday through Friday 12 midnight; Saturday and Sunday 1:00 a.m. with a nine (9) month sunset clause, (this item would appear on the Commission's September 10, 2008 meeting agenda), unless reaffirmed the condition would be reinstated.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Alderman Schmidt noted that there were questions and/or comments regarding this item. She had met with Dan Rolph, owner/operator and Applicant representative. There had been a lot of outreach to Phoenix Towers. Security was being addressed. She was unsure about a review after nine (9) months of operations. She questioned the added burden placed upon this application.**

**Mayor Stockton noted that this area of the Downtown was sensitive. The Liquor Commission exercised extra caution. The license must be active for three to four (3 – 4)**

months before the owners would be allowed to request a change to the conditions. The Commission would review the business after nine (9) months of operations. The sunset clause would return the license to the Council. The Commission has the power to address gross violations. A hearing could be held. The Commission had the power to revoke the license. Adjustments could be made at year end, (before the license was renewed for the New Year - 2009).

Alderman Schmidt expressed her opinion that this application was similar to W. Market Grocery located at 301 W. Market St. She informed the Council that she had received a letter from Phoenix Towers which thanked Mr. Rolph for his efforts. Mayor Stockton noted that the applicant had reached out to the neighborhood. Six Strings was setting new standards.

Alderman Hanson expressed his opinion that Six Strings would be a good Downtown partner.

Motion by Alderman Hanson, seconded by Alderman Gibson that condition 1.) closing time - Monday through Friday 12 midnight; Saturday and Sunday 1:00 a.m. be eliminated with a nine (9) month sunset clause, (this item would appear on the Commission's September 10, 2008 meeting agenda), unless reaffirmed the condition would be reinstated.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Liquor Commission

Subject: Application of City of Bloomington, d/b/a Highland Park Golf Course, located at 1613 S. Main St., for an RBS liquor license, which will allow the sale of beer and wine by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to hear the application of the City of Bloomington d/b/a Highland Park Golf Course, located at 1613 S. Main St., requesting an RBS liquor license which allows the sale of beer and wine by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp and Steve Petersen; Hannah

Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Dean Kohn, Director of Parks & Recreation, John Kennedy, Asst. Director of Parks & Recreation, and Jason Wingate, Golf Course Superintendent, Applicant representatives.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present the business plan. Dean Kohn, Director of Parks & Recreation and Applicant representative, addressed the Commission. He introduced John Kennedy, Asst. Director of Parks & Recreation, and Jason Wingate, Golf Course Superintendent. The City operated three (3) golf courses. The other two (2) - Prairie Vista and the Den at Fox Creek, already hold a liquor license. It was hoped that Highland would gain additional market share. In the past, the customer base was senior citizens and high school youth. The demographics have changed. The liquor license would be used as a marketing tool for special events and golf outings. He informed the Commission that there had not been any issues at Prairie Vista and the Den. Liquor sales equal less than three percent (3%) of total revenue. Food and beverage sales equaled twenty-five percent (25%).

John Kennedy, Asst. Director of Parks & Recreation, addressed the Commission. The City employed full time trained staff at each golf course. There are course rangers on the golf course. Mr. Kohn added that a fence surrounded Highland on three (3) sides. It is located in a commercial area.

Commissioner Stockton noted that historically this course has been patronized by the community's youth. He noted that the demographics had changed. In the past, this fact led to the belief that there would be problems. The City would have been sending the wrong message. Highland remained a liquor free golf course.

Mr. Kohn noted that in the past the local high schools practiced at Highland. He noted that the City's other golf courses offer driving ranges and putting greens. These additional services mean that the local high schools are utilizing the City's other golf courses. He did not see a negative impact on the community's youth.

Mr. Kennedy added that the junior golfer had also changed. The youth are playing a round and leaving Highland. There also are local youth who are practicing at the City's other courses. He also cited the driving ranges and putting greens.

Commissioner Stockton cited from personnel experience as he had had extended family who resided adjacent to the Den at Fox Creek. The Den was view as more critical due to the adjacent residential homes.

Mr. Kohn reminded the Commission that golf patrons cannot bring alcohol onto the City's golf courses. Liquor sales have a limited presence. Patrons are allowed to purchase one (1) can at a time.

Commissioner Stockton questioned if there had been any complaints. Mr. Kennedy responded negatively. He had previously served as the City's Golf Course Superintendent. The City's golf



courses are not operated as a bar. There is no grand setting. Liquor sales would be an additional offering.

Commissioner Petersen questioned the hours for liquor service. Mr. Kennedy noted that starting time on Sundays would be 12 noon. Liquor sales would cease at 6:00 p.m. Commissioner Petersen questioned if liquor would be sold on Monday mornings, (Kenny Adams). Mr. Kohn responded negatively. This program dominated the course and the youth participating in this program were the only patrons.

Commissioner Buchanan questioned the physical operations. Jason Wingate, Golf Course Superintendent, addressed the Commission. Liquor would be served in the clubhouse by City staff. There would also be a beverage cart on the golf course. Two (2) beverage carts would be available for special outings. Commissioner Buchanan noted that a patron would be allowed to purchase one (1) drink at a time. Mr. Kennedy noted that the City would be in compliance with state law. Hannah Eisner, Deputy Corporation Counsel, offered to research state law. She believed that two (2) beverages per person per sale were allowed.

Commissioner Buchanan presented the scenario of a foursome, two (2) dads with two (2) underage sons. He questioned how City staff would handle this situation to insure no surprises. Mr. Kennedy noted that the City's golf courses are patrolled by course marshals. He restated that the number available for purchase was limited. He noted additional City staff located in the clubhouse and the golf course starters.

Commissioner Buchanan questioned if there was room to schedule outings at Highland. Mr. Kohn responded affirmatively. Highland had peaked at 50,000 rounds of golf. Currently, the numbers were down, (25,000 - 30,000 rounds).

Commissioner Stockton questioned a three percent (3%) revenue enhancement and the impact of additional rounds of golf. Mr. Kennedy estimated green fees with carts at \$35,000, and alcohol sale revenue at \$30,000. He described these figures as conservative.

Commissioner Stockton questioned if the premise would include the entire golf course. Mr. Kohn responded affirmatively. Commissioner Stockton cited City staff's responsibility.

Commissioner Buchanan noted that the City's application listed the City's elected officials. Ms. Eisner noted that the Town of Normal was planning on adding liquor sales at Ironwood Golf Course. Only the governing body can create a liquor license.

Based on the above, the Liquor Commission recommends to the City Council that an RBS liquor license for the City of Bloomington, d/b/a Highland Park Golf Course, located at 1613 S. Main St., be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Hanson, seconded by Alderman Gibson that an RBS liquor license for the City of Bloomington, d/b/a Highland Park Golf Course located at 1613 S. Main St., be created, contingent upon compliance with all applicable health and safety codes.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lake Bloomington Lease Transfer Petition for Lot 5, Block 5 of Camp Iroquois from Clarence E. and Elizabeth A. Culkin to Qazi and Karen Khusro

Staff has reviewed the Lake Bloomington Lease Transfer Petition and the septic system deficiency letter from the McLean County Health Department for 5, Block 5 of Camp Iroquois from Clarence E. and Elizabeth A. Culkin to Qazi and Karen Khusro.

Due to the age of the existing system and the numerous deficiencies noted in the McLean County Health Department letter, the City will require that the septic system be replaced or upgraded so that the system meets all the current codes. The Petitioner has submitted a plan for the installation of a new aeration unit between the septic tank and the sand filter and has applied for the septic system installation permit form the McLean County Health Department.

Since the installation of this unit would be difficult in the winter months, staff recommends that this Lease Transfer be approved contingent upon the aeration unit being installed by May 1, 2008. In addition, chlorine tablets suitable for a septic system must be immediately placed in the chlorinator.

Therefore, staff respectfully requests that Council authorize approve the Lake Bloomington Lease Transfer for 5, Block 5 of Camp Iroquois from Clarence E. and Elizabeth A. Culkin to Qazi and Karen Khusro contingent upon the new aeration unit being installed by May 1, 2008.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Easement Across Lot 2 in Block 26 of Camp Potowatomie, McLean County

The septic system serving Lot 2 in Block 26 of Camp Potowatomie needs to be replaced and the lot has been determined by the Health Department too small to accommodate a conventional system. Therefore the owner must install a sand filter. An easement across some of the City's property for the effluent drainage line is needed for the new sand filter. Staff respectfully recommends that Council approve the easement and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Tom Hamilton  
City Manager

**EASEMENT FOR EFFLUENT DISCHARGE LINE  
AND APPURTENANT ROCK TRENCH**

Lot 2 in Block 26 of Camp Potowatomie in Lake Bloomington in McLean County, Illinois shall have the benefit of an easement across certain marginal lands around Lake Bloomington owned by the City of Bloomington for an effluent discharge line and appurtenant rock trench serving the buried sand filter on said Lot 2 in Block 26 of Camp Potowatomie in the approximate location shown on the attached drawing. This easement shall be subject to the following conditions:

Lot 2 in Block 26 of Camp Potowatomie.  
PIN 4 (18) 07-12-205-002.

1. The owner of Lot 2 shall have the right to enter upon the marginal lands for the purpose of maintaining, repairing and/or replacing said effluent discharge line and rock trench on the condition that owner give the City prior notice of any such entry. Except in the case of an emergency, the City shall have the right to specify the time the owner may make such entry.

2. The owner of Lot 2 shall not interfere with public access to the marginal lands in the exercise of the rights granted under this easement.

3. The owner of Lot 2 shall keep said effluent discharge line and rock trench in good repair and shall repair said line and/or rock trench as soon as practicable upon receipt of notice from the City that said line is in need of repair.

4. The City shall not have any responsibility for the effluent discharge line and rock trench except that the City shall be responsible for damage to the said effluent discharge line and rock trench caused by City's intentional or negligent acts.

5. The owner of Lot 2 agrees to repair or pay the City for any damage to the marginal lands resulting from the exercise of the rights granted hereunder, including without limitation any environmental damage related to the effluent drainage line and rock trench. The owner of Lot 2 further agrees that anytime he or she digs into, excavates, or otherwise disturbs the surface area of the easement, he/she will restore any such surface area to its pre-existing condition.

6. The owner of Lot 2 shall indemnify and hold City harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment, including attorney fees incurred in defense of such claims, arising from injury to persons and/or property which arise out of the act, or failure to act, or negligence of owner of Lot 2, its agents, employees or assigns in the exercise of the rights under this easement.

7. The City may not place, build, construct or erect any part of a dwelling or other permanent structure, (with the exception of roadways), or otherwise interfere with the use of the area burdened by this easement by the owner of Lot 2.

8. The City shall have the right to relocate the effluent discharge line and rock trench on its property so long as the line and trench continues to function as required by any applicable federal, state, county or municipal statute, law, regulation or ordinance and the relocation does not cause a disruption in service of the sand filter located on Lot 2. The City shall advise the owner of Lot 2 of any proposed relocation and give the owner advance notice of the schedule for performing the work. The owner shall have the right to inspect work in progress. The City shall bear the full cost of any such relocation and shall be solely responsible for the restoration of the surface area to its pre-existing condition. A drawing showing the new location of the effluent discharge line and rock trench shall be provided to the owner. Upon presentation of such drawing, the easement in the area depicted on drawings showing the previous location of the effluent discharge line and rock trench shall be vacated and the area shown on the new drawing shall become burdened by the easement.

9. This grant of easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the owner of Lot 2 in Block 26 of Camp Potowatomie, McLean County, Illinois.

10. This easement shall terminate at such time as public sewer connections as made available to Lot 2.

Lessee, Lot 2 in Block 26 of Camp Potowatomie,  
McLean County, Illinois

City of Bloomington

Emma Lou Steffen

By: Stephen F. Stockton

Attest:

Tracey Covert

**Motion by Alderman Hanson, seconded by Alderman Gibson that the easement in favor of Lot 2 in Block 26 of Camp Potowatomie be granted and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huetter, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition Submitted by Interchange City West, LLC, Requesting Approval of the Final Plat for Interstate Business Park Subdivision, 8<sup>th</sup> Addition

A Petition has been submitted by Interchange City West, LLC requesting approval of a Final Plat for Interstate Business Park, 8<sup>th</sup> Addition. This subdivision is located south of West Market Street, (IL Rte. 9), and east of Interstate Drive. Staff reviewed the Final Plat and finds it in conformance with the provisions of the Preliminary Plan approved May 10, 2004. There are tap on fees due from this subdivision per the Annexation Agreement dated October 9, 1995.

Staff respectfully recommends that Council approve the petition and adopt an Ordinance approving the Final Plat for Interstate Business Park, 8<sup>th</sup> Addition subject to the Petitioner paying the required tap on fees prior to recording of the plat.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 )ss.  
County of McLean )

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes Interchange City West, LLC, an Illinois Limited Liability Company, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises described on Exhibit A which is attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision to be known and described as Interstate Business Park, 8<sup>th</sup> Addition, Bloomington, Illinois, which Final Plat is attached hereto and made a part of hereof;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None;
4. That your petitioner hereby dedicates to the public, all public rights-of-way and easements shown on said Final Plat.

WHEREFORE, your petitioner, Interchange City West, LLC, an Illinois Limited Liability Company, prays that the that the Final Plat for the Interstate Business Park, 8<sup>th</sup> Addition, Bloomington, Illinois, submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,  
Interchange City West,  
LLC, an Illinois Limited  
Liability Company, Petitioner

By: Robert J. Lenz  
Its Attorney

**ORDINANCE NO. 2007 - 104**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
INTERSTATE BUSINESS PARK, 8<sup>TH</sup> ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Interstate Business Park, 8<sup>th</sup> Addition, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code 1960, as amended: None; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Final Plat of Interstate Business Park, 8<sup>th</sup> Addition, and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 26<sup>th</sup> day of December, 2007.

APPROVED this 27<sup>th</sup> day of December, 2007.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

A part of Lot 1 in the NW ¼ and a part of Lot 4 in the NE ¼ all in Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being part of the land subdivided for the Estate of Jacob Motter, deceased, recorded in



Chancery Record 15, Page 563 in the office of the Clerk of the Circuit Court of McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 8 in Interstate Business Park 5<sup>th</sup> Addition, according to the Plat thereof recorded as Document No 2004-21105 in the McLean County Recorder of Deeds Office, on the west right of way line of Avalon Way; thence S.00°-36'-47"E. 504.44 feet on the west right of way line of Avalon Way as dedicated in Interstate Business Park 6<sup>th</sup> Addition, according to the Plat thereof recorded as Document No. 2005-15568 in the McLean County Recorder of Deeds Office to the northeast corner of Lot 30 in Interstate Business Park 7<sup>th</sup> Addition, according to the Plat thereof recorded as Document No. 2006-34429 in the McLean County Recorder of Deeds Office; thence S.89°-23'-13"W. 569.22 feet on the north line of Lot 30 in said Interstate Business Park 7<sup>th</sup> Addition to the northwest corner of said Lot 30, being on the west line of Lot 1 in the Estate of Jacob Motter in the NW ¼ of Section 1 also being the east line of the Joseph A. and Carrie G. Scharf Industrial P.U.D. Subdivision recorded as Document No. 96-4444 in the McLean County Recorder of Deeds Office; thence N.00°-36'-47"W. 504.44 feet on said west line of Lot 1 in the Estate of Jacob Motter in the NW ¼ of Section 1 to the southwest corner of said Lot 8 in Interstate Business Park 5<sup>th</sup> Addition; thence N.89°-23'-13"E. 569.22 feet on the south line of said Lot 8 in Interstate Business Park 5<sup>th</sup> Addition to the Point of Beginning, containing 6.59 acres, more or less, with assumed bearings given for description purposes only.

**Motion by Alderman Hanson, seconded by Alderman Gibson that the Final Plat be approved and the Ordinance passed.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Petition Submitted by Helen Chambers Requesting the Rezoning of 406 E. Lafayette Street from R-1C, Single Family Residence District to B-2 General Business Service District (Case Z-22-07)

**BACKGROUND INFORMATION:**

**Adjacent Zoning**

north: R - 1C Single Family Residence District

**Adjacent Land Uses**

north: single family dwellings

south: M - 1 Restricted Manufacturing District  
east: M - 1 Restricted Manufacturing District  
west: R -1C Single Family Residence District

south: office & contractor co.  
east: wholesale florist  
west: single family dwellings

Comprehensive Plan: recommends low/medium density residential use for this property.

The property in question is an 80' x 118.8' (9,504 sq. ft.) tract of vacant land. This site was first zoned R-1B Single Family Dwelling District when it was annexed to the City in 1961. The zoning of the subject premises was changed to R-1C High Density Single Family Residence District in 1979, with the adoption of a new Zoning Code. The petitioner is requesting B-2 zoning in order to allow for the construction of a new building that would be used for a pawn shop. Approval of this zoning map amendment would not be consistent with the City's Comprehensive Plan which recommends: Low/Medium Density Residential use for the subject property and the residential neighborhood to the north and west.

If this petition is approved, the buildable area footprint on the subject property will be limited to 64 feet east/west by 53.8 feet north/south and no parking lot would be permitted in the required transitional front, side, and rear yards due to building setback and transitional yard requirements. The northern forty feet (40'), the southern twenty-five feet (25'), and the western sixteen feet (16') of this lot would not be available for the construction of a building.

#### PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on November 28, 2007. The Petitioner was not available for comment. Arguments against this petition were submitted by the following persons.

Ms. Marlene Gregory, 405 E. Stewart Street.  
Ms. Donna Poland, 1514 Wilson Street.  
Ms. Barbara Evans, 1513 Wilson Street.  
Ms. Jacqueline Smith, 404 E. Stewart Street.

Ms. Gregory bought her home in 1960 and was told there was a ten (10) year plan to up-grade Lafayette Street with curb and gutter. She is still waiting. Part of the problem with drainage is that Lafayette Street is higher than Stewart Street. Development along R.T. Dunn Road has had a further negative impact. The City did build a detention basin and that helped, but Stewart Street collects water from Lafayette and Wilson Streets. There is still a problem with standing water. She is opposed to additional development which would add more impervious pavement.

Ms. Evans has lived in this neighborhood for twenty-two (22) years and does not want to see any new businesses. She is concerned that more impervious surface would increase the problems with water ponding and drainage flow backing up. A petition to rezone this tract was brought two (2) years ago and not approved.

Ms. Poland has lived in this neighborhood for forty (40) years. It is a great residential area. The proposed business would be located just south of her property. She was in opposition.

Ms. Smith was also concerned about problems with drainage.

The Commission voted 6 to 0 to continue the case in order to allow the petitioner opportunity to present his argument.

The Planning Commission held a second public hearing on this petition on December 12, 2007.

Mr. Gulyash had been working on a set of drawings to show how the building and parking would fit. The store would not be a pawn shop but rather would be a second-hand shop. The business would have retail, warehouse, and shipping. Chairperson Cain commented that the concern from City staff is that the zoning for a business is inconsistent with the residential use indicated by the Comprehensive Plan. Mr. Gulyash replied that it would be a small encroachment. There is zoning for manufacturing to the east of the site. There also is business zoning along R.T. Dunn Road to the south.

Mr. Mark Huber, Director of Planning and Code Enforcement, agreed that there is M-1, Restricted Manufacturing zoning to the east of the subject property. It is a wholesale florist business. He noted office uses across Lafayette Street on the south. There is a pretty good division from non-residential to residential. Staff sees no reason to allow the non-residential use to encroach further.

Mr. Gulyash commented that the drainage issues are for the City to address.

Commissioner Wills inquired about the previous petition for rezoning. Mr. Potts recalled that the petition had asked for M-1 zoning. The Commission had discussed how limited the buildable area would be. Ultimately the petition was withdrawn before any vote was taken.

Commissioner Baughan understood both sides of the issue. He noted that this is a mixed neighborhood. He did not think they should make it worse. Other Commissioners concurred.

#### PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to the testimony presented at this hearing, the Planning Commission passed a motion on December 12, 2007, by a vote of 8 to 0, recommending Council denial of the proposed rezoning in Case Z-22-07.

#### STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council denial of this petition for rezoning.

Respectfully,

Timothy Potts  
Associate Planner

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Gibson that the Rezoning be denied.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Analysis of Bid for the Demolition of the Building Formally Known as the Coachmen Hotel (408 E. Washington St.)

Bids were received for the Demolition of the Coachman Hotel (408 E. Washington St.) until Tuesday, Dec. 11, 2007. The bid includes asbestos removal, demolition of the building and filling in the basement area with compacted dirt. The existing parking and driveway area will remain. The bid results are as follows:

Kirk C&D Recycling, Inc. ** Bloomington, IL	\$187,000.00
Stark Excavating, Inc. Bloomington, IL	\$187,500.00
Otto Baum Construction, Inc. Morton, IL	\$220,000.00

\*\* Low bid and recommended contractor

Staff respectfully recommends that Council approve the bid submitted by Kirk C&D Recycling, Inc. in the amount of \$187,000 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. It should be noted that per the "Consent to Demolish Agreement", approved by Council on June 11, 2007, that the City will be reimbursed the full and actual costs of this demolition.

Funds for this project are available in account #19110-70990.

Respectfully,

Robert Floyd  
Facility Manger

Mark R. Huber  
Director of PACE

Tom Hamilton  
City Manager

**Alderman Stearns questioned the status of a potential sale. She noted that the City would be repaid for the cost of demolition. She believed this repayment would occur prior to the sale of the property. Brian Brakebill, Deputy City Manager, addressed the Council. He responded that he did not know. Alderman Stearns questioned the status of the property's ownership. Mayor Stockton noted that this issue was a private matter. The City would insure that the building would be demolished. A lien would be filed against the property. The City would have the ability to foreclose on its lien. He noted that there might be a forced sale. He recommended that the City allow the market to work. Alderman Stearns questioned the status of any tax lien and/or water lien. She questioned the time line and the City's opportunity to recoup its costs. Mayor Stockton noted that the City was in a preferred position.**

**Todd Greenburg, Corporation Counsel, addressed the Council. He noted the pass due water bill plus the demolition cost. He was unaware of any other debts.**

**Alderman Schmidt expressed her delight that this item was on the Council agenda. She questioned the timing for the demolition. She questioned the impact of the weather. Mr. Brakebill stated that weather was not typically an issue. The plan was to move forward quickly. Bob Floyd, Facility Manager, addressed the Council. He noted that the asbestos removal would occur first. He estimated that this work would take two to three, (2 – 3), weeks. He estimated that the demolition would take one (1) month. He hoped that the work would be completed before spring.**

**Alderman Finnegan noted that there were only two (2) bidders. He questioned the recommended vendor. Mr. Floyd stated that Kirk had provided the necessary references. This firm had done a lot of work in uptown Normal and for the City's Community Development program. Kirk planned to subcontract out the asbestos work. He believed that Ideal would perform this work. There would be a lot of requirements. The project would be managed by the Illinois Department of Public Housing.**

**Alderman Hanson stated that he would like to see this building demolished. He requested that Mr. Greenburg explain the bid condition. Mr. Greenburg noted that the Council had the right to waive a technicality. He stated that a third party claimed that the lowest bidder was not approved and registered with the US Department of Labor's Bureau of Apprenticeship & Training. The City's Prevailing Wage Resolution required that vendors provide proof of participation in apprenticeship and training programs. The City tried to verify this claim. US Department of Labor's staff was out of the office. City staff was not permitted to speak with the bidder. Part of the bid award was the premise that the vendor must participate in this program. He recommended that this item be laid over until January 14, 2008.**

**Alderman Schmidt questioned if the bid award could be made contingent upon proof of participation in the program. If unable to provide this proof, then the City would go on to the next lowest bidder. She also questioned if the Town of Normal had this requirement. Mr. Greenburg responded affirmatively. He did not know the Town's bid threshold.**

**Alderman Hanson did not question intent. He wanted to know if the Council would be setting a precedent. There were questions which needed to be answered.**

**Motion by Alderman Schmidt, seconded by Alderman Hanson to suspend the rules to allow someone to speak.**

**Motion carried.**

**Tom Kirk, 1010 Old Farm Rd., addressed the Council representing Kirk C & D Recycling. His bid met all of the City's specifications. A union contractor would act as an operator. He explained the process and added that he had the required information. His firm had made payments to the US Department of Labor.**

**Mr. Greenburg stated that he could not confirm nor deny Mr. Kirk's comments. The City was attempting to confirm these comments through the US Department of Labor.**

**Mr. Kirk added that a union contractor would be used to disconnect the water service. Kirk had a program in place through an operator. This issue had already been resolved with the Town of Normal. The program was offered through the trades or a firm would pay a training fee as an equivalent.**

**Mayor Stockton stated that he would accept a motion with a contingency. Alderman Gibson stated his preference that this item be laid over until the Council's January 14, 2008 meeting. Alderman Hanson stressed that this issue was important. He also requested that this item be laid over until the Council's January 14, 2008 meeting. He also requested that Mr. Kirk's comments be verified by this date.**

**Alderman Stearns questioned the number of demolition projects which had been completed which were below the bid threshold.**

**Alderman Sage questioned who offered the US Department of Labor certification. Mr. Kirk stated that it was offered through the trades union and was required.**

**Mr. Brakebill questioned the time line. Mr. Kirk provided the following time line: clear notice – ten (10) days; third party verification – thirty to forty (30 – 40) days. The footings were below grade. He stated that the work could not be completed within sixty (60) days. The building would be gone. Grading the site would be completed two (2) months later.**

**Motion by Alderman Schmidt, seconded by Alderman Hanson to return to order.**

**Motion carried.**

**Alderman Gibson expressed his opinion that the Council would be making a mistake if it made an exception to the rules. Alderman Huette expressed his opinion that the City should move forward.**

**Alderman Schmidt questioned the risk. Mr. Brakebill cited a potential breach of contract. Mr. Greenburg added debarment which would impact Kirk's ability to bid on future projects. Alderman Schmidt noted that the risk belong to Mr. Kirk. Mr. Greenburg noted that a motion could be made with no contingency. Alderman Schmidt expressed her preference that this issue be addressed nice and clean. She recommended that the Council wait until its January 14, 2008 meeting.**

**Alderman Finnegan questioned City staff's awareness. Mr. Brakebill stated that a letter was received today. This letter was dated December 20, 2007. The letter was sent from the local laborer's office. City staff attempted to research same. City staff's efforts were hampered by the holidays.**

**Mayor Stockton reviewed the Council's options. City staff had recommended a motion, a motion could be made with a contingency, this item could be laid over, or the item could be rebid.**

**Alderman Stearns questioned the impact upon the bid process if this item was laid over.**

**Alderman Sage expressed his opinion that a contingency would maintain a clean approach. Mr. Greenburg stated the potential for awkwardness. He questioned who would verify Mr. Kirk's comments. The Council had the authority to lay this item over until a future date.**

**Alderman Hanson did not question Mr. Kirk's credibility. He wanted the issue clarified. He expressed his opinion that two (2) weeks would not make a lot of difference.**

**Alderman Huette recommended that the bid be accepted contingent upon recognition from the US Department of Labor. There should be language regarding proof of participation. Mr. Greenburg noted that Kirk's must participate in a registered/certified apprenticeship program. He referred the Council to the City's Prevailing Wage Resolution. The issue was not if Kirk's was a responsible bidder.**

**Alderman Purcell questioned what would be acceptable. Mr. Greenburg expressed his preference for documentation over verbal communication. Mr. Brakebill recommended that Mr. Greenburg be authorized to contact the US Department of Labor. He added that Mr. Kirk had prepared a packet of information. Mr. Greenburg noted that in the end the Council would determine the lowest responsible bidder. Alderman Purcell recommended that this proof be included as part of the bid process.**

**Motion by Alderman Huette, seconded by Alderman Purcell that the bid be awarded to Kirk C&D Recycling, Inc. in the amount of \$187,000 and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette and Purcell.**

**Nays: Aldermen Schmidt, Finnegan, Gibson, Hanson, Sage and Fruin.**

**Motion failed.**

**Motion by Alderman Gibson, seconded by Alderman Sage that the bid be laid over to the Council Meeting of January 14, 2008.**

**Ayes: Aldermen Schmidt, Finnegan, Gibson, Hanson, Sage and Purcell.**

**Nays: Aldermen Stearns and Huette.**

**The following was presented:**

To: Members of the City Council  
From: Staff  
Subject: Convention and Visitors Bureau Agreement

Attached is a proposed extension of the Intergovernmental Agreement between the City, Town of Normal, and Mclean County to insure the continued operation and funding of the Convention and Visitors Bureau, (CVB). The proposed extension is for ten (10) years. The Town has approved this extension in November 2007. Staff did not bring this extension forward until now because of the Council's concerns expressed over the amount of Hotel/Motel Tax received by the CVB as the amount has continued to grow as new hotels are opened. The agreement does not set a funding amount for the CVB. Section 5 states that the City and Town will determine the amount of funds sent to the CVB. The CVB currently receives two percent (2%) of the Hotel/Motel Tax generated in Bloomington/Normal. In Bloomington, that two percent (2%) will generate over the \$450,000 as shown in the CVB budget for their current fiscal year.

On December 6, 2007, staff was able to meet with the CVB Director and the Town's City Manager to discuss future funding. A plan was discussed that would allow the CVB to meet its obligations for event sponsorships, cover operating costs, maintain about a one (1) year reserve, and continue its work program into the future. In short, this plan would have each community review the CVB budget on an annual basis and once the items above are covered, set an annual limit of Hotel/Motel Tax receipts. Taxes produced above the approved level would then go to each community. If this plan had been in place this year the City would have received an estimated \$120,000.



The plan discussed above was presented to the CVB Board and received a favorable response. Implementation would be this spring as the CVB prepares its budget for the fiscal year beginning July 1, 2008. The City could expect an additional \$120,000+ in revenues in our Fiscal Year 2008/2009 budget. This figure is based on Fiscal Year 2007/2008 revenues and the fact that additional hotels will open early in 2008.

Based on this new funding plan and the excellent job the CVB does for the area, staff recommends the City Council approve the attached Agreement as presented.

Respectfully,

Tom Hamilton  
City Manager

### **AMENDED INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Town of Normal, the City of Bloomington and the County of McLean entered into an Intergovernmental Agreement for the purpose of creating a Convention and Visitors Bureau in order to develop and implement a promotional program for their respective jurisdictions designed to aid industry, business and the population in attracting tourists and conventions to and within their respective jurisdictions; and

WHEREAS, a copy of said Intergovernmental Agreement is marked Exhibit A and attached hereto; and

WHEREAS, said Intergovernmental Agreement provides for an effective period of five (5) years commencing January 1, 2003 and for reauthorization for additional periods subject to approval of the parties; and

WHEREAS, the parties desire to reauthorize the Intergovernmental Agreement for an additional ten (10) year period commencing January 1, 2008 and terminating January 1, 2018; and

WHEREAS, the parties desire to revise the names of two organizations participating in the Board of Directors of the Convention and Visitors Bureau to reflect the current names of said entities.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

1. That the term of the Intergovernmental Agreement attached hereto and incorporate herein as Exhibit A be and the same is hereby renewed and extended for an additional ten years commencing January 1, 2008 and terminating January 1, 2018.

2. That the names of the following parties identified in paragraph 2 of the Intergovernmental Agreement be and are hereby changed as follows:

- A. Livingston and McLean County Building and Trade Association is now known as the McLean County Building and Trade Association; and
- B. The McLean County Sports Commission is now known as the Bloomington-Normal Sports Commission.

3. That all of the terms and conditions set forth in the original Intergovernmental Agreement between the parties, attached hereto as Exhibit A, shall continue in full force and effect, as revised by this Amended Intergovernmental Agreement.

IN WITNESS WHEREOF, the properly authorized officers or officials of the parties have hereunto set their hands and official seals on the dates hereafter acknowledged.

Date: December 27, 2007

City of Bloomington

By: Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

Date: December 11, 2007

Town of Normal

By: Christopher Koos  
President

ATTEST:

Wendellyn J. Briggs  
Town Clerk

Date: 2007

County of McLean

By: Matt Sorensen  
County Board Chairman

ATTEST:

PeggyAnn Milton  
McLean County Clerk

## **EXHIBIT A**

### **INTERGOVERNMENTAL AGREEMENT**

This Agreement is entered into by the parties pursuant to authority granted by Article VII, Section 10 of the Illinois Constitution for the purpose of promoting tourism within McLean County, Illinois.

WHEREAS, the parties to this Agreement desire to develop and implement a promotional program for their respective jurisdictions designed to aid industry, business and the population in attracting tourists and conventions to and within their respective jurisdictions; and

WHEREAS, the parties by participating in this Agreement desire to combine the efforts of all parties hereto in establishing a mutual effort to accomplish promotion of tourism and conventions, to end duplication and to provide a united effort for the betterment of their respective jurisdictions; and

WHEREAS, the parties desire to create a new organization to implement the purposes expressed herein and provide community participation in the governance of said organization; and

WHEREAS, the parties desire to fund a new organization created pursuant to this Agreement as provided herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The parties to this Agreement are the following: City of Bloomington, Town of Normal and County of McLean.

2. The parties to this Agreement hereby create a Convention and Visitors Bureau which shall be governed by a Board of Directors comprised of one representative from the following entities: City of Bloomington, Town of Normal, County of McLean, Livingston and McLean County Building and Trade, McLean County Chamber of Commerce and McLean County Sports Commission. In addition, the Board shall also be comprised of the Mayor of Bloomington, the Mayor of Normal and the Chairman of the McLean County Board, each serving as ex-officio members of the Board of Directors.

3. The Board shall have authority to organize the Convention and Visitors Bureau as an Illinois not-for-profit corporation with all of the power and authority granted by Illinois law to not-for-profit corporations.

4. The Convention and Visitors Bureau shall be organized for the purposes set forth in the preamble to this Agreement and shall have such power and authority necessary to carry out the purposes of this Agreement, including, but not limited to the employment of a director and such other personnel, professionals and support services necessary to secure its purposes.

5. A. The City of Bloomington and the Town of Normal each agree to make an annual contribution to the Convention and Visitors Bureau from a portion of the proceeds from the tax on the use and privilege of renting a hotel or motel room. The City and Town shall have sole discretion in determining the amount of proceeds to be allocated to the Convention and Visitors Bureau.

B. The parties recognize that the County of McLean is a non-contributing party to this agreement. The parties agree that in the event the County of McLean subsequently enacts an ordinance imposing a hotel tax in accordance with 55 ILCS 5/5-1030, the annual contribution amounts from all parties will be re-negotiated.

6. The above-described proceeds from the Hotel Motel Room Gross Rental Receipts Tax and the tax on the use and privilege of renting a hotel or motel room shall be transferred to the Convention and Visitors Bureau in monthly installments within thirty days after receipt of the proceeds from the above-described taxes.

7. The Convention and Visitors Bureau shall be responsible for all funds contributed to it and shall keep books and records of all receipts and expenditures which books and records shall be available for inspection by the parties to this Agreement at all reasonable times. The Convention and Visitors Bureau shall provide and pay for an annual independent audit of said books and records and a report thereof shall be made available upon request to the parties hereto.

8. The parties hereto may, upon sixty days notice to the Convention and Visitors Bureau Board of Directors, alter or terminate the transfer of any tax proceeds to the Convention and Visitors Bureau.

9. In the event the Convention and Visitors Bureau ceases to exist for any reason or function during the term of this Agreement, then the next tax proceeds held by the Convention and Visitors Bureau, after payment of all outstanding debts, shall be returned to the parties hereto. The net tax proceeds shall be allocated between the City, Town and County based on the percentage of total contributions made by the City, Town and County during the three months immediately proceeding dissolution or termination of the Convention and Visitors Bureau. A final outside independent audit shall be made of the books and records of the Convention and Visitors Bureau upon request of any party to this Agreement and the cost of the

final audit shall be payable from the net tax proceeds held by the Convention and Visitors Bureau.

10. This Agreement shall be effective for a period of five years, commencing January 1, 2003, and may be renewed for additional periods thereafter subject to approval of the parties.

11. The parties agrees that the Convention and Visitors Bureau, its Board of Directors, Committee and Sub-Committee are, and their meeting shall be, subject to the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, the properly authorized officers or officials of the parties have hereunto set their hands and officials seals on the dates hereafter acknowledge.

Date: December 10, 2002

City of Bloomington

Judy Markowitz

ATTEST:

Tracey Covert

Date: November 19, 2002

Town of Normal

Kenneth Karraker

ATTEST:

Wendellyn J. Briggs

Date: December 17, 2002

County of McLean

Michael Sweeney

ATTEST:

PeggyAnn Milton

**Alderman Gibson expressed his opinion that the Convention & Visitors Bureau, (CVB), should present the City with a budget in order to determine funding. Mr. Brakebill**

noted that the plan called for a budget submittal. This budget would include the operations cost plus a one (1) year reserve. Any dollars above this amount would be returned to the City and the Town of Normal. This agreement would provide the City with the opportunity to have some control over the CVB's funding. The CVB Board and the City Managers, (City and Town), would review same.

Motion by Alderman Schmidt, seconded by Alderman Hanson to suspend the rules to allow someone to speak.

Motion carried.

Crystal Howard, CVB's Executive Director, addressed the Council. She had had the privilege of serving the CVB for five (5) years. The CVB also received funding from the state. She added that in order to be a certified bureau it must have an agreement with the City and Town. The CVB was funded from the hotel/motel tax. CVB's goal was to put heads in beds. The current agreement would expire in January 2008. She believed that the CVB had fulfilled its mission. She cited the increase in hotel/motel tax dollars. The City provided the CVB with budget dollars. She did not want the CVB's budget reduced. The CVB would present a budget. Any tax dollars above this amount would be return to the City and the Town. This agreement would keep the CVB in place. Funding for same was addressed in a side letter.

Alderman Fruin thanked Ms. Howard for her efforts. He added his preference for more involvement by the Council. He requested copies of the CVB's Board's minutes. He believed that there was an information gap. Ms. Howard welcomed the Council to attend the CVB's Board's monthly meetings. Alderman Fruin added his preference for a shorter term agreement. He noted that this agreement would go from five to ten (5 to 10) years. Ms. Howard restated that this agreement put the CVB in place. Alderman Fruin restated that the CVB budget would maintain a one (1) year reserve. Ms. Howard stated that the CVB budget included operating expenses and a one (1) year reserve. This would keep the CVB in business.

Alderman Gibson noted that the budget would be a separate item. There would be an annual budget review. This agreement would keep the CVB in place for an additional ten (10) years. Ms. Howard noted that no dollar amounts were specified.

Mayor Stockton noted that the agreement provided a lot of flexibility. The CVB would no longer be given the entire hotel/motel tax. This agreement provided a framework.

Alderman Fruin questioned if McLean County made a contribution to the CVB. Ms. Howard noted that there was no direct contribution. The County's part came from state funding. The CVB represented the entire county. Alderman Fruin requested that the CVB's Board's makeup be reviewed. He requested greater representation for the City. Mayor Stockton noted that Board's makeup was a function of the CVB's bylaws.

**Alderman Hanson echoed Alderman Fruin's comments. He also would like to have periodic updates. Mayor Stockton requested that the CVB's reports be sent via email.**

**Alderman Purcell expressed his preference for a five (5) contract over the ten (10) one which had been presented. He read from a list of groups which had received CVB funding.**

**Motion by Alderman Gibson, seconded by Alderman Hanson to return to order.**

**Motion carried.**

**Motion by Alderman Gibson, seconded by Alderman Hanson that the Intergovernmental Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of BMI Concessions, LLC, d/b/a BMI Concessions, located at 101 S. Madison St., for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to hear the application of BMI Concessions, LLC, d/b/a BMI Concessions, located at 101 S. Madison St., requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and John Butler, co-owner BMI Concessions, LLC and Applicant representative.

Commissioner Stockton opened the liquor hearing. He requested that the Applicant present the business plan. John Butler, co-owner BMI Concessions, LLC and Applicant representative, addressed the Commission. BMI currently owns the equipment. Game Time Food & Beverage acts as a consultant. From the operations end there would be no change.

Hannah Eisner, Deputy Corporation Counsel noted that the premise was an issue. She questioned who held the interest in the premise. Mr. Butler noted that Central Illinois Management, (CIA), managed the building. BMI is owned by CIA. Ms. Eisner cited the lease to the premise. She questioned who was licensed to sell concessions. Mr. Butler noted that Game Time acted as a consultant, oversaw employees, and selected the menus.

Commissioner Stockton noted that BMI is a subsidiary of CIA. BMI has been given the authority to run the concessions. The concession's staffing were BMI employees. BMI would purchase the alcohol from the distributors. Ms. Eisner questioned where Game Time fit in. Mr. Butler restated that it acted as a consultant. Ms. Eisner noted that there would not be any change to operations. Mr. Butler responded affirmatively. Game Time was retained initially to open the building. BMI was not involved with the building's sponsors. CIA handles advertising sales and sponsorships.

Commissioner Stockton noted that there was a lease or similar instrument. Ms. Eisner noted that Game Time held the current license and reported all sales taxes. Mr. Butler added that Game Time opened the building and provided alcohol sales training.

Commissioner Stockton questioned the existing license's conditions. He specifically cited any which addressed sales of "A" (All types of alcohol). Ms. Eisner noted the only beer and wine was to be made available to the general public. "A" (All types of alcohol) sales were restricted to certain areas within the building. She cited the club seat and suite areas. Commissioner Stockton read from the original motion.

Ms. Eisner questioned when club seat tickets were opened to the general public. Commissioner Stockton noted the current liquor license addressed liquor sales by area. There was an alcohol free section, a beer and wine section, and an "A" (All types of alcohol) section. Ms. Eisner noted that during non sporting events such as concerts the bar area was open to all.

Commissioner Clapp noted her understanding of the family, (alcohol free), area. Commissioner Petersen questioned the original conditions. Ms. Eisner restated that "A" sales were limited to club seat and suite holders. She added that during non sporting events at the US Cellular Coliseum that facility was open and therefore alcohol sales should be restricted to beer and wine only.

Commissioner Buchanan questioned if the majority of club seat holders purchase tickets to concerts. He questioned restricting liquor sales to beer and wine only for these events. Ms. Eisner noted that beer and wine sales would be permitted throughout the facility. Commissioner Buchanan noted that this facility presented a unique scenario. The license conditions were put in place to insure the facility's success. Ms. Eisner restated that "A" sales were to be restricted to a certain areas and this was not being done during concerts.

Commissioner Stockton noted that there were two (2) options. The Commission could choose to remain with the existing conditions or allow "A" (All types of alcohol) sales throughout the building.



Commissioner Buchanan recalled that initially the Commission was ultra cautious. He expressed his concern with the unwise consumption of beer.

Commissioner Clapp noted the existing conditions and noted the limited gains. She questioned the customers' experience. Mr. Butler noted that the response to what has been offered has been favorable. He added that alcohol sales were dependent upon the event.

Lt. Tim Stanesa, Police Department, noted the sale of margaritas from stands located in the concourse area of the building. He added that the Police Department was not aware of the license conditions.

Commissioner Buchanan noted that no one was aware of any problems. Commissioner Stockton stated that there was no reason to retain condition number 3. ("A" beverages will only be available in the party area, (Room 3408), private and party suites, club seat bars, (Room 2206), and club seats, restaurant with bar area, and retractable seats; (it is understood that this condition does not apply to private events and that entertainers may be served in the backstage area).

Commissioner Clapp questioned the family section. Mr. Butler noted that BMI would retain this area, (existing condition 2).

Commissioner Petersen questioned the operations at the Peoria Civic Center. Mr. Butler noted that "A" sales were made available throughout the facility. He added that club seat holders were also offered wait service at their seats. In addition, they were able to purchase tickets early for concert events. Commissioner Petersen noted that the Commission needed to decide whether to allow "A" sales throughout the facility or stay with the status quo. Mr. Butler noted that the majority of the portable units offered beer and soda pop for sale. He expressed his concern regarding individuals who are seated on the floor area during concerts.

Commissioner Buchanan noted the original concern regarding "A" sales. The Commission did not want to see portable "A" units throughout the facility. He added that at this time the Commission did not want to see a further expansion of the existing operations.

Commissioner Petersen noted how impressed he was with the facility's shut down policy. Mr. Butler noted that liquor sales cease forty-five (45) minutes before an event ends. BMI's staff had spent seventeen (17) months trying to understand the customer's wants. The majority of beverage sales were from beer and soda pop. BMI wanted to continue with the existing operations. He noted that concerts were promoted differently. BMI staff would be careful. The response to the club area has been positive. It is a social area. There would not be any "A" sales from the permanent food concession areas. The margaritas cited were sold from a slushy machine. Commissioner Stockton noted that specialty drinks come and go like fashion. Ms. Eisner noted that the Commission could reopen a hearing and address this issue in the future if necessary. Commissioner Stockton expressed his belief that reinstating condition 3 would be difficult. The Commission would address this condition if the City received any complaints.

Commissioner Buchanan noted that this facility serves crowds. He anticipated that there would be problems and complaints would happen. He had visited with the facility's staff. He had observed the alcohol service to date and was pleased. He gave the facility high marks.

Commissioner Petersen questioned if the removal of the existing condition 3 would impact revenue. Mr. Butler responded affirmatively.

Commissioner Stockton informed Mr. Butler that any licensed premise must be open to the Commission.

Based on the above, the Liquor Commission recommends to the City Council that an RAS license for BMI Concessions, LLC, d/b/a BMI Concessions, located at 101 S. Madison St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that the premise include the arena building with the three (3) rooftop terraces, with the exception of the Pepsi Ice Center and its attendant areas; 2.) that the family-only area be available at all public events, the location and size (expansion/contraction) will be dependent upon event type; 3.) that appropriate signage be posted which addressed the following issues: suite lessee's responsibilities, identification required and checks for same, underage consumption, and alcoholic beverages cannot be removed from nor brought into the building; 4.) appropriate restriction to prevent liquor code violations including the following: limited servings per sale, staff training, patron monitoring, security, the use of wristbands when necessary, and service to intoxicated patrons; 5.) the understanding that the license holder is the responsible party in the event of liquor code violations which would include underage consumption; 6.) alcoholic beverage service would end one (1) hour after an event, and commence ninety (90) minutes prior to an event's scheduled time; 7.) the possibility for additional hours based upon the restaurant's operations; 8.) parking be addressed with sensitivity towards nearby residents, businesses and churches; and 9.) the Commission reserves the right to modify the premise and these conditions.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Mayor Stockton introduced this item. Game Time Food & Beverage was the original liquor license holder. Game Time would act as a consultant to BMI. This application was described as a transfer to BMI. The only change would be to allow "A", all types of alcohol, service outside of the club area. He described this application as routine.**

**Alderman Gibson expressed his concern regarding the "A", all types of alcohol, service. He believed that it would aggravate law enforcement issues at the facility. He believed this service would be difficult to handle. There would be youth present at the various events. "A" service was not needed by the general public. Mayor Stockton cited the three (3) main service areas, (alcohol free, general public – "B" beer & wine only, and club area – "A"). This plan had become complicated during concerts due to the open floor**

area. The club lounge was available and open to all during these events. Alderman Gibson recommended that “A” sales be prohibited during these events.

Alderman Schmidt noted that there had not been any issues/problems to date. Mayor Stockton concurred. There had not been any major problems/complaints.

Alderman Hanson noted that the Liquor Commission had not identified any problems since the facility opened.

Motion by Alderman Finnegan, seconded by Alderman Schmidt to suspend the rules allow someone to speak.

**Motion carried.**

John Butler, Secretary/Member/Manager, BMI, Inc., addressed the Council. BMI had learned a lot during the past eighteen (18) months. He noted that during concerts the restaurant area becomes the back of house. Portable bars are used during concerts which offer slushy alcoholic beverages. The club area is not open during smaller events, (attendance of 3,000 or less). Sales are limited to two (2) drinks per person. Individuals who appear to be under thirty (30) are carded. BMI has offered TIPS and BASSETT training. There had been no major issues and over 500,000 patrons had been to the facility. BMI wanted to insure a good experience.

Mayor Stockton noted that concerns had been raised regarding intoxication and how BMI’s staff would handle same. Mr. Butler informed the Council that Paul Grazer had been with BMI since day one. He had thirteen (13) years of experience with State Farm as the Catering Director. Sales have been denied. The US Cellular Coliseum) (USCC), has security staff. In addition, two (2) on duty police officers are also on hand. Events were well supervised. BMI also checked identification in the suites. During hockey and football games, there is wait staff in the club seat area.

Mayor Stockton questioned the role of ushers. Mr. Butler stated that the ushers notify the security staff or an on duty police officer if an issue arose. Alcohol sales are ceased forty-five (45) minutes before the end of a concert.

Alderman Fruin questioned the list of conditions. He specifically cited condition 6. Mr. Butler noted that this condition was addressed at sporting events. Service would be restricted to the restaurant and private suites.

Alderman Stearns questioned the relationship between BMI and Game Time. Mr. Butler noted that BMI hired Game Time to open the building. Game Time had the expertise. Game Time will be retained as a consultant. It was time to renew the license and BMI filed an application for same.

**Alderman Finnegan questioned if BMI's profits would become a part of the building's operating revenue. Mayor Stockton noted that alcohol sales would be a part of the concession revenue.**

**Alderman Purcell questioned condition 1. Mr. Butler responded affirmatively. It was a part of the premise. Alderman Purcell questioned how BMI's staff would request additional assistance. Mr. Butler noted that BMI's full time staff and the stand operators have radios. Roger Aikin, Police Chief, addressed the Council. There had not been any major issues at the USCC.**

**Motion by Alderman Hanson, seconded by Alderman Schmidt to return to order.**

**Motion carried.**

**Motion by Alderman Hanson, seconded by Alderman Schmidt that an RAS liquor license for BMI Concessions, LLC, d/b/a BMI Concessions located at 101 S. Madison St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that the premise include the arena building with the three (3) rooftop terraces, with the exception of the Pepsi Ice Center and its attendant areas; 2.) that the family-only area be available at all public events, the location and size (expansion/contraction) will be dependent upon event type; 3.) that appropriate signage be posted which addressed the following issues: suite lessee's responsibilities, identification required and checks for same, underage consumption, and alcoholic beverages cannot be removed from nor brought into the building; 4.) appropriate restriction to prevent liquor code violations including the following: limited servings per sale, staff training, patron monitoring, security, the use of wristbands when necessary, and service to intoxicated patrons; 5.) the understanding that the license holder is the responsible party in the event of liquor code violations which would include underage consumption; 6.) alcoholic beverage service would end one (1) hour after an event, and commence ninety (90) minutes prior to an event's scheduled time; 7.) the possibility for additional hours based upon the restaurant's operations; 8.) parking be addressed with sensitivity towards nearby residents, businesses and churches; and 9.) the Commission reserves the right to modify the premise and these conditions.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of Bandanas Missouri, LLC, d/b/a Bandana's Bar-B-Q, located at 503 IAA Dr, for an RBS liquor license, which will allow the sale of beer and wine by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to hear the application of Bandanas Missouri, LLC, d/b/a Bandana's Bar-B-Q, located at 503 IAA Dr., requesting an RBS liquor license which allows the sale of beer and wine by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Rick White, CEO, and Jay Mihulka, Bandanas Missouri, LLC and Applicant representatives.

Commissioner Stockton opened the liquor hearing. He requested that the Applicant present the business plan. Rick White, CEO Bandanas Missouri, LLC and Applicant representative, addressed the Commission. Bandanas currently operated twenty-three (23) restaurants. Bandanas would take over the operation of what had been a franchise store. This store went out of business in July 2007. Beer and wine sales equaled four percent (4%) of total sales. Bandanas was a family restaurant. Closing hours were as follows: weekdays - 9:00 p.m. and weekends - 10:00 p.m. There had not been any complaints and/or violations. Bandanas planned to expand its presence in Central Illinois.

Commissioner Buchanan informed the Applicant that Sunday sales can begin until 12 noon.

Commissioner Buchanan questioned if there would be any changes. Mr. White noted that the management staff will be here in the community full time. The franchisee had four (4) years of experience with Bandanas. Two (2) managers who reside in the area had been hired. In addition, two (2) managers from St. Louis would provide assistance. Bandanas had received a number of email contacts. Bandanas hoped this store's reopening would provide a second opportunity. Bandanas would need to gain back their customer's trust.

Commissioner Buchanan expressed his opinion that Bandanas offered a good product.

Commissioner Petersen questioned the facility's appearance. Mr. White noted that Bandanas looked for second generation locations. The interiors were the same as Bandanas utilized the same designer. Commissioner Petersen questioned the bar area. Mr. White noted that this area was used for carryout sales.

Commissioner Clapp questioned the tenure of the franchise. Mr. White noted that the store had operated from May 2006 to July 2007.

Commissioner Stockton noted that there had not been any problems with the franchise.

Commissioner Stockton opened the hearing for public comment. No one addressed the Commission.

Commissioner Buchanan questioned if the bar would be open when the kitchen was unavailable. Mr. White responded negatively. Commissioner Buchanan questioned if underage person could be seated at the bar. Mr. White responded affirmatively.

Commissioner Stockton noted that Bandanas was truly a restaurant. The City had not had any problems with this location.

Based on the above, the Liquor Commission recommends to the City Council that an RBS liquor license for Bandanas Missouri, LLC, d/b/a Bandana's Bar-B-Q, located at 503 IAA Dr., be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Mayor Stockton introduced this item. Previously this location was a franchise store. The parent company planned to reopen it at customers' requests.**

**Alderman Gibson noted the number of liquor licenses within the City. He acknowledged that this Application involved a change of ownership. He expressed his concern regarding the number of liquor licenses and the burden it placed upon the Police Department. He questioned how the City policed all of these establishments.**

**Alderman Finnegan noted that he had been a customer of this establishment. The restaurant was located within his ward. He did not recall patrons lingering to drink.**

**Mayor Stockton noted that there was a difference between a "T", Tavern, and an "R", Restaurant liquor license. As the City had continued to grow, he hoped the Council would continue to see more applications for "R" liquor licenses.**

**Alderman Gibson expressed his belief that as the number of liquor licenses increased there would be a corresponding increase to the demand for police protection.**

**Motion by Alderman Hanson, seconded by Alderman Schmidt that an RBS liquor license for Bandanas Missouri, LLC, d/b/a Bandana's Bar-B-Q located at 503 IAA Dr., be created, contingent upon compliance with all applicable health and safety codes.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**Alderman Purcell left at 9:16 p.m.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition Submitted by the Bloomington-Normal Airport Authority Requesting Annexation with A – Agriculture and S-3 Noise Impact District Zoning for a 17.47 Acre Tract Lying East and West of Towanda Barnes Road and North of East Oakland Avenue (Case Z-16-07)

**BACKGROUND INFORMATION:**

**Adjacent Zoning Adjacent Land Uses**

north: A - Agriculture (County Zoning)	north: Airport land
south: S-5 Airport/S-3 Noise Impact	south: Church
east: A - Agriculture (County Zoning)	east: Airport land
west: A - Agriculture	west: Airport land

Comprehensive Plan: recommends “government/institutional” use for this property.

The annexation of the property in question includes the annexation of that portion of Towanda Barnes Road and Oakland Avenue that is contiguous to this property. This annexation will give the City jurisdiction at this location allowing for traffic signalization to be installed.

The City and the Central Illinois Regional Airport Authority are working together to site a new fire station, proposed for the north side of Oakland Avenue. This fire station will serve both the airport and the east side of Bloomington.

**PLANNING COMMISSION PUBLIC HEARING:**

The Planning Commission held a public hearing on this petition on December 12, 2007. Mr. Doug Grovesteen, Director of Engineering, said that the City has requested that the Airport Authority annex this portion of their land in order to give the City jurisdiction over both sides of the intersection of Oakland Avenue and Towanda Barnes Road. Having jurisdiction, he noted, would allow the City to proceed with signalization of the intersection. Permission was requested from the Old Town Township Commissioner to perform work on the eastern side of the intersection because that portion of Oakland Avenue is a Township Road. Permission was denied. There was no other testimony.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony submitted at the public hearing the Planning Commission passed a motion by a vote of 9 to 0 recommending City Council approval of the annexation in Case Z-16-07.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of this petition for annexation in Case Z-16-07.

Respectfully,

Timothy Potts  
Associate Planner

Tom Hamilton  
City Manager

**ANNEXATION AGREEMENT**

This Annexation Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, hereinafter referred to as "CITY", and the Bloomington Normal Airport Authority, hereinafter referred to as "Owner", the parties agree effective this \_\_\_\_ day of \_\_\_\_\_, 2007, to this Annexation Agreement.

**Recitals:**

1. The Owner is the Owner of record of the premises hereinafter described in Exhibit A attached hereto and made a part by reference.
2. The Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises.
3. Said premises are not within the corporate limits of any municipality but are contiguous to the City's Corporate Limits.
4. The Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

**Agreement:**

1. The City agrees to annex said premises to the City within thirty (30) days from the date this agreement is approved.
2. Owner agrees that upon annexation, Owner will petition for annexation of said premises to all other units of local government required by Chapter 8.5, Section 202 of the



Bloomington city Code – 1960, as hereafter amended, and diligently pursue to a final decision such petitions for annexation within ninety (90) days of the date of notification by such other units of local government that said premises meets the statutory qualifications for annexation to such other units of local government.

3. The City agrees to zone the premises into the – Agricultural Zoning District, and the S-3 – Airport Noise Impact District.
4. All other matters concerning the development of Owner’s property shall be negotiated by an Amendment to this Agreement if and when development is imminent.

This Agreement shall be in full force and effect for a period of 20 years from the date of its approval.

CITY OF BLOOMINGTON, Illinois,  
A Municipal Corporation

By: Stephen F. Stockton  
Mayor

Attest:

Tracey Covert  
City Clerk

Owner: Bloomington Normal Airport Authority

By: Carl Olson  
Executive Director

**PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON,  
MCLEAN COUNTY, ILLINOIS AND FOR AMENDMENT OF THE  
OFFICIAL ZONING MAP OF THE CITY OF BLOOMINGTON,  
MCLEAN COUNTY, ILLINOIS**

State of Illinois                    )  
  )ss.  
County of McLean                 )

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes the Bloomington Normal Airport Authority, hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto made a part hereof by this reference;
2. That said premises presently has a zoning classification of Agricultural under the provisions of the McLean County Zoning Ordinance;
3. That there is attached hereto and made a part hereof a proposed annexation agreement between said City and your petitioners which provides for the annexation of the premises described in Exhibit A to said City;
4. That said Annexation Agreement provides that, upon annexation of said premises to said City said premises would be zoned as follows under the provisions of Chapter 44 of the Bloomington City Code 1960 as amended: A – Agricultural, and S – 3 – Airport Noise Impact District;
5. That your petitioners hereby request that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve said Annexation Agreement, annex said premises to said City and amend the Official Zoning Map of said City to classify said premises into the zoning district classification; A-Agricultural.

WHEREFORE, your petitioners respectfully pray that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above described premises to A-Agricultural.

Respectfully submitted,

Carl Olson  
Executive Director  
Bloomington Normal Airport Authority

**ORDINANCE NO. 2007 - 105**

**AN ORDINANCE ANNEXING AND REZONING CERTAIN  
TERRITORY AS HEREINAFTER DESCRIBED TO  
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**

WHEREAS, there has heretofore entered into a certain Agreement for Annexation between the City of Bloomington and the Bloomington-Normal Airport Authority, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit 1 (one); and

WHEREAS, the City Council of the City of Bloomington, after proper notices were given, conducted a Public Hearing on said Annexation Agreement; and

WHEREAS, the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be placed in effect as to said land upon the annexation of same, all as by Statute specifically provided.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit 1 (one) is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the property hereinabove described is by this Ordinance hereby annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the property hereinabove described.

SECTION THREE: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

SECTION FOUR: The Exhibit A premises be hereby zoned as follows under Chapter 44 of the Bloomington City Code, to wit: A – Agriculture and S – 3 – Airport Noise Impact District.

SECTION FIVE: That this ordinance shall be in full force.

PASSED this 26<sup>th</sup> day of December, 2007.

APPROVED this 27<sup>th</sup> day of December, 2007.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

### **EXHIBIT A**

#### **PARCEL 1:**

A part of the Southeast Quarter of Section 6, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois being a strip of land 300 feet in width lying west of and adjacent to the West Line of Tract 1 and the Northerly Extension thereof, said Tract 1 being described in the Deed recorded as Document No. 2000-27411 in the McLean County Recorder's Office. Said strip is bounded on the south by the North Line of the South 300 feet of even width of said Section 6 and on the north by a line which is 300 feet normally distant northeast of and parallel with the Northwesterly Extension of the North Line of said Tract 1.  
PIN 22-06-300-005 part of and 22-06-400-006 part of.

#### **PARCEL 2:**

A part of the Southeast Quarter of Section 6, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois being a strip of land 300 feet in width lying northeast of and adjacent to the North Lines of Tracts I and II and the Northwesterly Extension thereof, said Tracts I and II being described in the Deed recorded as Document No. 2000-27411 in the McLean County Recorder's Office. Said strip is bounded on the west by the Northerly Extension of the West Line of said Tract I and on the east by the East Line of the Southeast Quarter of said Section 6.  
PIN 22-06-400-006 part of.

#### **PARCEL 3:**

The West 300 feet of the South 404.63 Feet of the Southwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, except therefrom any portion thereof previously annexed.  
PIN 22-05-300-003 part of.

#### **PARCEL 4:**

All that part of the south 300 Feet of even width of the Southwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying east of the East line of the West 300 Feet of even width of said Southwest Quarter and west

of the East Line of a Tract of Land conveyed to the Bloomington-Normal Airport Authority by Deed recorded as Document No. 72-10155 in the McLean County Recorder's Office.  
PIN 22-05-300-022 part of and 22-05-300-005 part of.

**PARCEL 5:**

All that portion of County Highway 29 (Towanda Barnes Road) Right-of-Way in the Southeast Quarter of Section 6, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois lying south of and adjacent to said Parcel 2, which has not been previously annexed.

**PARCEL 6:**

All that Portion of County Highway 29 (Towanda Barnes Road) Right-of-Way in Lot 1 of the Subdivision of the Northwest Quarter of Section 8, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying south of and adjacent to said Parcel 3, which has not been previously annexed.

**PARCEL 7:**

All that portion of Public Road 1300 North (known as Oakland Avenue Road) Right-of-Way in Lot 1 of the Subdivision of the Northwest Quarter of Section 8, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying south of and adjacent to said Parcels 3 and 4 and east of and adjacent to said Parcel 6.

**Said Parcels contain the following areas:**

Parcel 1	=	3.66± Acres
Parcel 2	=	8.17± Acres
Parcel 3	=	2.75± Acres
Parcel 4	=	2.29± Acres
Parcel 5	=	0.2± Acres
Parcel 6	=	0.1± Acres
Parcel 7	=	0.3± Acres
Total Area	=	17.47± Acres

**Mayor Stockton introduced this item. He noted that a traffic signal would be installed at the intersection of Oakland Ave. and Towanda Barnes Rd. He noted that there were issues with Old Town Township.**

**Alderman Purcell returned at 9:18 p.m.**

**Mayor Stockton opened the Public Hearing.**

**Phil Reynolds, 8270 N. 2200 E. Rd., addressed the Council as the Old Town Township Road Commissioner. He stated his opposition to this item. He cited the negative impact upon the Township. He questioned the City's building plan.**

**Mayor Stockton noted that the City would have to confer with the Bloomington Normal Airport Authority, (BNAA). Brian Brakebill, Deputy City Manager, added that this item would allow for the installation of the traffic signals.**

**Mr. Reynolds cited the weight limits place upon township roads. The traffic signal project would lend the appearance of a major road. However, 600 feet from this intersection the road would revert back to a township road. He cited his preference for looped roads when the Grove at Kickapoo Creek Subdivision was established. He cited Old Town Township's budget constraints. He noted the impact upon the Township based upon traffic patterns.**

**Mayor Stockton noted the City's growth. The City had offered to continue to meet with Old Town Township officials to discuss the impact of this subdivision upon township roads. The City had questioned if the Township considered posting this road.**

**Alderman Hanson stated that he had been involved in this issue for over one (1) year. He cited his concern regarding a nearby day care center and the speed of the traffic. He hoped that the traffic signal would slow the traffic down. He did not see a major increase in traffic volume at this time.**

**Mr. Reynolds wanted the City to acknowledge that there was a safety issue. He expressed his belief that the City should have met with the Township. He added his opinion that the City had been unwilling to work with the Township. In his opinion, nothing had been worked out that was fair to the Township.**

**Alderman Gibson acknowledged that the City and Township had had their differences. Mr. Reynolds acknowledged that the City was growing. He requested that the City take responsibility for Oakland Ave. to Towanda Barnes Rd., and Township Rd. 2100 E to Illinois Rt. 9. As Township Road Commissioner, he did not want the responsibility for these two (2) roads. This responsibility included maintenance and snow plowing.**

**Mayor Stockton stated his willingness to meet with Mr. Reynolds. If a meeting is scheduled, he planned to include Alderman Hanson, as this subdivision was within his ward, and City staff, (Tom Hamilton, City Manager, and Doug Grovesteen, Director of Engineering).**

**Alderman Sage described this subdivision as a leap frog development. Mayor Stockton noted the challenged imposed by the potential for an east side corridor. Doug Grovesteen, Director of Engineering, addressed the Council. Land located east of Towanda Barnes Rd. cannot be developed. The new airport fire station would be located west of Towanda Barnes Rd. These were the only known developments at this time.**

**Alderman Purcell stated that the purpose of this annexation was for the installation of traffic signals. Mr. Grovesteen noted that the City had two (2) options: 1.) jurisdictional transfer of the road, (annexation); or 2.) permission from the Old Town Township Road Commissioner.**

**Mayor Stockton questioned posting the Township's weight limits. Mr. Grovesteen responded affirmatively. City staff was willing to work with the Township.**

**Alderman Finnegan questioned if the entrance to the Grove at Kickapoo Creek Subdivision was located on Oakland Ave. Mr. Grovesteen noted that the north entrance would be located on Ireland Grove Rd. Mayor Stockton noted that all construction traffic would use Ireland Grove Rd.**

**Mayor Stockton closed the Public Hearing.**

**Alderman Sage noted that he was encouraged by the collaboration between the City and the BNAA.**

**Motion by Alderman Hanson, seconded by Alderman Gibson that the Annexation and Rezoning be approved and the Ordinance passed.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition Submitted by James A. Shirk, Betty A. Shirk and Peggy Jo Schlucter Requesting Approval of a Pre-Annexation Agreement Requesting S - 2, Public Lands and Institutions District Zoning for Land Located south of U.S. Route 150 and west of County Highway 30, Consisting of Approximately Forty (40) Acres (Case Z-21-07)

**BACKGROUND INFORMATION:**

Adjacent Zoning

north: A- Agriculture District (County)  
south: A- Agriculture District (County)  
east: A- Agriculture District (County)  
west: A- Agriculture District (County)

Adjacent Land Uses

north: agriculture  
south: agriculture  
east: agriculture  
west: agriculture

Comprehensive Plan: recommends low/medium density residential land use for the property in question.

The 40 acre property in question is presently vacant land that has been used in the past for agriculture. The petitioners are planning to convey this property to the Community Unit School District No. 5, McLean and Woodford Counties, who plans to develop a middle school on this property under S-2, Public Lands and Institutions District zoning after it has been annexed to the City. This property would be subject to the terms of a proposed pre-annexation.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on November 28, 2007. Mr. Frank Miles, Attorney at Law, 202 N. Center Street, was present to answer questions regarding this petition on behalf of the Shirk Family and on behalf of Unit 5 School District. The forty (40) acre tract along U.S. 150 is not yet contiguous to the City and cannot be annexed at this time, hence the pre-annexation agreement.

Mr. Miles summarized that there were questions as to infrastructure, access, and the willingness of intervening owners to make this property contiguous. He deferred to Mr. Neil Finlen, P.E. Farnsworth Group Inc., 2709 McGraw Drive, to outline a response. As to the forty (40) acre site, there is a major trunk sewer running north/south and located to the west of the subject site. State Farm and the Devary family are willing to grant easements to allow the sewer to come to the site. Hershey Road would be extended southward and cross U.S. 150 at an angle as close to ninety (90) degrees as possible.

The intersection would likely be signalized and there would be turn-lanes for buses. A water main would be aligned with the extension of Hershey Road and be eventually looped back up U.S. 150.

Mr. Miles repeated that it is not easy to find a school site. It is necessary to find an owner who is willing to sell. The City's planning documents have long shown interconnection with U.S. 150. The Devary farm, to the north, is already in planning for development. The proximity of State Farm and the new interceptor sewer to Downs were factors that indicate this area is ready to go.

Arguments in opposition to this petition were submitted by the following persons:

- Mr. Frank Wieting, 3205 Morrisey Drive.
- Ms. Barb Wieting 3205 Morrisey Drive.
- Ms. Wilma Wieting 3204 Morrisey Drive.



Mr. Ray Dostal 10338 N 1750 E Road.  
Mr. Dave Capodice 2820 Capodice Avenue.  
Mr. Paul Kruger 1831 U.S. Hwy 150.  
Mr. Clyde Vieth 3114 Harvest Hill Avenue.  
Mr. Gene Fuller 1508 Old Colonial Road.

Mr. Wieting disagreed that the site is a central location for the Unit 5 School District. Immediately to the east of the site is the beginning of Tri-Valley School District. A school would bring a great increase in traffic on U.S. 150 and also on the Township roads of 1750 E and Harvest Hill (1025 N.) His farm is just to the east of the subject site and related that his family has been on that farm for 120 years. He never expected to see urban development come this far and regretted the potential transformation.

Mr. Dostal also questioned the logic of putting a school at the edge of the school district.

Mr. Capodice said there are things worse than a school for a neighbor. He said he hoped there would be open space and perhaps a park.

Ms. Barb Wieting had lived on a farm the past forty (46) years and raised her daughters in the country. More traffic would lead to more accidents and hoped that the roads would be adequately maintained. She would have liked to have heard of such plans much earlier.

Mr. Kruger said he found the northern tract (Case Z-20-07) to have land valued at \$29,000 dollars an acre whereas the southern tract (case Z-21-07) would be valued at \$9,500 dollars an acre for the land swap. This represented a considerable profit to the Shirk family. He was concerned that the school district should be fiscally responsible.

Ms. Wilma Wieting said her property is across from the subject property. Development means a loss of valuable farmland, a resource that once lost is gone for good.

Mr. John Hanson identified himself as the 9<sup>th</sup> Ward Alderman. Commissioner Wills asked whether he and the Superintendent for Unit 5 schools had conversations. Alderman Hanson said he had to the extent of learning that the twenty-five (25) acre site (case Z-20-07) is really not suitable for a school. He shared the common sentiment of regret over the loss of valuable farmland. The City has already made big infrastructure commitments in this area, as to sewer and water. The Village of Downs is also a big player in the matter. Development is coming to the southeast.

Mr. Gary Niehaus, Superintendent of School District Number 5, spoke next. Mr. Niehaus said in 2006 as part of the planning process property owners in the southeast sector were sent letters asking for anyone willing to sell forty (40) acres or more for a school site. Only one person responded and that person was Jim Shirk. An upcoming referendum would include funds for land acquisition and it is important to have a site committed. This is really the only site they have to work with. The Unit 5 School District has grown out to other school districts in several directions. A middle school in this location would receive students from Fox Creek, Pepper Ridge, Brigham, Cedar Ridge, and The Grove at Kickapoo Creek Subdivisions. Taking students

northward to Parkside, Chiddix or Kingsley schools would involve traveling a greater distance. A forty (40) acre site is desirable to accommodate a school of 800 to 1200 students, sports fields, park, and open space.

Mr. Vieth said that currently 1750 E crosses an old railroad at an elevation which makes for restricted visibility. He said that needs to be changed.

Mr. Fuller said he owns a farm to the north of the subject. He found it difficult to drive farm machines onto U.S. 150 now and that it would be even more difficult with development.

Mr. Miles repeated the willingness to set up a meeting with concerned individuals.

Commissioner Shaw said he would have liked to have seen more complete information. He understood how passionately people feel about their way of life. This does not represent compact growth. However in context he could live with it. Commissioner Stuckey said he can relate as he grew up on a farm and that his family still owns one. However, given this location urban growth is sort of inevitable. Commissioner Wills observed that a school would likely serve as an anchor for more development. Commissioner Schulz recalled when Northpointe School was proposed. There was only farmland to its north and College Street was still fifty-five miles per hour (55 mph). The town has grown well beyond it now. Commissioner Dulac and would like to give the petitioners time to set up a meeting with neighbors.

The Planning Commission vote 6 to 0 to continue this case until the meeting on December 12, 2007.

At the December 12, 2007 Planning Commission meeting the following individuals spoke in favor of the petition.

Mr. Frank Miles, Attorney at Law, 202 N. Center Street.

Mr. Neil Finlen, P.E. Farnsworth Group Inc. 2709 McGraw Drive.

Mr. Don Adams, P.E. Farnsworth Group Inc. 2709 McGraw Drive.

Mr. Don Rutledge, P.E. Farnsworth Group Inc. 2709 McGraw Drive.

Mr. Jeffrey Bryant, P.E. Farnsworth Group Inc. 2709 McGraw Drive.

Mr. Miles noted that Betty A. Shirk's name should be deleted from the materials connected with this case as she no longer holds an interest in the property.

Mr. Miles noted again that these two (2) cases involve a swap of land. There had been two (2) hours of testimony at the November 28, 2007 Planning Commission meeting. He had stayed to talk with concerned individuals for an hour and a half after the meeting. A meeting was held with the neighbors on December 5, 2007. There was an additional two (2) hours of discussion.

Mr. Miles referred to a map showing the Unit No. 5 School District stretching far to the east and west of the Bloomington-Normal community. He pointed out that, taken as a whole, the subject site has a south central location, notwithstanding Tri-Valley District being just to the east.

Mr. Miles referred to another map showing anticipated development on the Devary land, and showing the extension of Hershey Road southward to U. S. 150 and beyond. There is heartfelt disappointment in some individuals as the city grows out into formerly rural areas.

Mr. Finlen summarized that sewer would come from the west, along U.S. 150 in easements provided by State Farm and the Devary family. A water main would align and come south with the proposed Hershey Road extension. Up-fronted infrastructure costs would be re-couped, as new developments tap-on and pay their share of the costs. The City would then collect those fees and returning the amounts to the school district.

Mr. Rutledge and Mr. Bryant pointed to drawings of the relevant roads on charts annotated with numbers for average daily traffic in 2007, with estimates in 2010, and in 2027 should a middle school be built. The school entrance would roughly bisect the segment of U.S. 150 from the railroad tracks to the intersection of Towanda Barnes creating roughly two (2) mile long free flowing segments of roadway on either side. There is a plan to install signals and to create turn lanes for traffic to enter into the school site. Traffic would be brought in to a frontage road, which would be separated from the highway by a distance of 250 feet. Harvest Hill Avenue, currently sixteen foot (16') width and oil & chip surface, should be improved to eighteen foot (18') width oil & chip. County Highway 30, currently twenty foot (20') width and oil & chip, should be improved to twenty-two foot (22') width and asphalt surfaced. As to the rail crossing, extra striping would be added and the elevation subsequently lowered when permission could be obtained from the railroad.

Commissioner Morton asked how long the turn lanes might be. Mr. Rutledge replied they would be a distance of 1000 feet.

At this point (5:00 p.m.), Mr. Cain had to leave and Commissioner Baughan became acting Chairperson.

Commissioner Baughan noted that U.S. 150 is under state jurisdiction and that IDOT would have to approve signals and turn lanes. He asked whether there were any immediate plans for improvements. Mr. Rutledge said the improvements are not in their five (5) year plan and agreed that an Intersection Design Study (IDS) would have to be done and warrant signals.

Commissioner Brandt asked how essential is the extension of Hershey Road is for this project. Mr. Miles replied that it is not necessary to have the road constructed before the school, as there is good access from U.S. 150.

Commissioner Baughan, as acting Chairperson, asked for any testimony in opposition.

Mr. Frank Wieting, 3205 Morrisey Drive.

Mrs. Barbara Wieting, 3205 Morrisey Drive.

Mr. Gary Pearl, 15911 Old Colonial Road.

Mr. Dave Capodice, 2820 Capodice Road.

Mr. Wieting had been to several meetings and appreciated the efforts made by the school district, by Mr. Miles, and by members of the Farnsworth Company to share information and answer questions. He repeated that his family has owned a farm nearby for 120 years and admitted to being saddened by the prospect of seeing the character of the area change. This school would only help urban development occur faster. He asked the Commission to recommend denial.

Mr. Pearl announced that he serves as the Clerk of Bloomington Township. Forty percent (40%) of his Township has now been absorbed by the City of Bloomington. He characterized the proposed school site as being a strip annexation and said such actions make planning in rural areas very difficult. He supports School District No. 5 in seeking to build additional classroom space and hoped their referendum would pass. He objected as a taxpayer to the school district up-fronting infrastructure costs. The City of Bloomington should pay those costs.

Mr. Miles repeated that no other sites had been offered. As to roads, the government units negotiate, jurisdiction and maintenance are transferred, and roads are improved as necessary. When developers take access from substandard roads they frequently are required to pay Adjacent Sub-Standard Roadway Improvement fees.

Mr. Gary Niehaus, Superintendent of Unit No. 5 Schools said there is to be a referendum for funding to be held on February 5, 2008. The plan is to have a new middle school open in 2011 and then add a third high school by 2015. Commissioner Morton commented that it is important that schools be accessible, that public transportation be available to the site.

Mr. Capodice said that he owns the second parcel west of the subject. He hopes the land lying between his parcel and the middle school site would become the place chosen for a future high school. He doubted that the traffic volume on Harvest Hill would not become greater than projected. The Crestwicke development put more traffic on Capodice Road than expected. He asked that 1750 E be renamed and given signage as Long Lane. Residents have always called it that. Many audience members concurred.

Mrs. Wieting said her husband's grandfather had come from Germany and bought land here, the house had been built in 1900, and that at one time the City of Bloomington had been six (6) miles away. She loved the rural life, the smell of fresh earth and the quiet. She asked that the Commission vote denial for the petition.

Mr. Kruger commended the City for providing a forum allowing public input. He viewed the school site as being leap-frog development. He objected to using school district funds from taxes to up-front the infrastructure costs which would benefit developers. He would like to see the school built elsewhere.

Commissioner Shaw was sympathetic to the regrets over conversion of rural areas. He noted that this is a misfortune that seems to be repeated generation after generation.

Commissioner Schulz said the location was good considering the location of the five (5) elementary schools from which it would receive students.

Commissioner Wills said it is important to plan methodically. The school site project seemed consistent with existing plans.

At 6:40 p.m. Chairperson Cain returns to the meeting.

PLANNING COMMISSION RECOMMENDATION:

The Bloomington Planning Commission voted 8 to 0 to recommend Council approval of the pre-annexation agreement, as revised by staff, in Case Z-21-07.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of the revised pre-annexation agreement in Case Z-21-07.

Respectfully,

Timothy Potts  
Associate Planner

Tom Hamilton  
City Manager

**PRE-ANNEXATION AGREEMENT**

PURSUANT to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 and as an exercise of its Home Rule powers, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as "City" and James A. Shirk, and Peggy Jo Schlucter, hereinafter referred to as "Owner" of property, a legal description of which is included in Exhibit "A", and Community Unit School District No. 5, of McLean and Woodford County, hereinafter "District", agree as follows:

I. ANNEXATION PETITION. The Owner, subject to the terms and conditions set forth in this annexation agreement, has petitioned the City of Bloomington, requesting annexation of a parcel of land described on Exhibit "A" (hereinafter referred to as "the property") to the corporate limits of the City. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the subject tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 28<sup>th</sup> day of November and 12<sup>th</sup> day of December, 2007.

II. ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City within 30 days after the property becomes contiguous to the City and the submission of an annexation plat depicting the area to be annexed, with all required supporting documentation.

### III. ZONING, CONCEPT PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.

A. Zoning - Within 30 days of annexation of the property or any portion thereof, the City agrees to rezone the annexed property S-2 Public Lands and Institutions District and permit its use as a Middle School. The public hearings required for such rezoning having been held before the Bloomington Planning Commission on the 28<sup>th</sup> day of November and 12<sup>th</sup> day of December, 2007, after notice required by law and ordinance.

B. Concept Plan Approval - The City hereby approves the street configuration depicted on the Concept Plan (Exhibit B) for the property and agrees to permit the use of the property as a Middle School.

C. Subdivision Plan Approval - City agrees to permit the conveyance of the property from Owner to District without subdivision Within 60 days from the submission of a Preliminary Subdivision Plan and final subdivision plat in the form and with the content required by the City's Land Subdivision Code, and after any public hearings required by law and ordinance, the City agrees to approve a Preliminary Subdivision Plan and after the preparation by the District and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve a Final Subdivision Plat, provided such plan and plats are in substantial accordance with the approved Concept Plan and approved Preliminary Plan. In connection with the subdivision and development of the property, City agrees:

1. To grant any waivers necessary to permit the property to be subdivided and developed in a manner consistent with the Concept Plan.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A. Streets & Sidewalks - At development, the District will dedicate any necessary right-of-way along US Route 150, along Township Road 1750 East and along Harvest Hill Road. The District will pay a substandard roadway improvement fee for frontages on TR 1750 E (if, but only if, a jurisdiction transfer occurs vesting maintenance responsibility for 1750 E in the City) and/or Harvest Hill road of \$145.00 per front foot (\$125 if the District installs sidewalks). The foregoing fee will be payable only if access (other than emergency or service access) is taken from that or those Road(s). The District will design and construct any necessary improvements to US Route 150 (such as right or left turn lanes, traffic signals, etc.) required by the Illinois Department of Transportation for the entrance(s) to the site from the state highway and/or the intersection of 1750 East at no cost to the City. The District will be reimbursed for all costs incurred pursuant to Paragraph IV I.

- B. Water - At development, the District will extend a twenty four (24) inch water main along future Hershey Road from the existing system terminus at Hamilton Road to US Route 150, and a water main along US Route 150 from Hershey road to the east line of the district's property (TR 1750 E) of a size determined by the City. The district will pay all costs associated with the water main construction and will be reimbursed pursuant to Paragraph IV I.
- C. Sanitary Sewer - At development, the District will extend a sanitary sewer from Bloomington-Normal Water Reclamation District sewer in the Little Kickapoo right-of-way to the property. The District will pay all costs associated with the sanitary sewer construction and will be reimbursed pursuant to Paragraph IV I.
- D. Storm Water Drainage - At development, the District will provide storm water drainage per Code.
- E. Park Land Dedication - Waived.
- F. School Site Dedication - Waived.
- G. Annexation Fee - Waived.
- H. Easements - To facilitate the foregoing public improvements, the District agrees to assist in the obtaining of temporary easements, permanent easements, and future road right-of-way. Any such acquisitions necessary to construct the infrastructure required by the District site shall be obtained by the District at its cost.
- I. The City agrees to establish, collect and rebate to Unit 5 the entire cost of all infrastructure extensions from tap-on fees from all property owners served by streets, turn lanes, traffic signals, water mains, sanitary sewer, installed and/or oversized by District as part of its development. Tap-on fees to be established by the City (on a per acre served or front foot basis) with reimbursement to come when served property is final platted or developed. Tap-on fees to bear interest at 6% from the date of installation to the date of payment. City agrees not to waiver or reduce such fees without prior approval of Unit 5.

VI. This Agreement shall become effective upon the acquisition of the property by the District and is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

DATED at Bloomington, Illinois, this \_\_\_\_\_ day of, 200\_\_

CITY OF BLOOMINGTON,  
ILLINOIS, A MUNICIPAL  
CORPORATION

BY: Stephen F. Stockton

ATTEST:

BY: Tracey Covert

OWNER:

James A. Shirk

Peggy Jo Schlucter

DISTRICT:  
COMMUNITY UNIT DISTRICT NO. 5,  
McLEAN AND WOODFORD COUNTY

BY: Jay Reece  
Its President

ATTEST:

BY:

#### **EXHIBIT A**

The East 40 acres of even width of the following described property: All that part of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 23 North, Range 2 East of the third Principal Meridian, which lies south of the land taken by the Department of Transportation of the State of Illinois in Condemnation Case No. 91-ED-8 order vesting title filed October 7, 1992, in McLean County, Illinois.

(EXHIBIT B; CONCEPT PLAN ON FILE IN THE CLERK'S OFFICE)

**Mayor Stockton introduced this item. This undeveloped area would be zoned S – 2, Public Lands and Institutions District, for a Unit 5 school site. Alderman Hanson informed the Council that he had met with Unit 5, Frank Miles, attorney, and the Farnsworth Group. He had been actively involved in the process. There were a lot of things in place. He expressed his opinion that growth would occur in this southeast corridor of the City. This school site was located three quarters, (¾), of a mile from the intersection of Hershey and Hamilton Roads. At this time, the site was approximately one (1) mile from the City's border. Infrastructure would be put in place. There were other interested parties. He**



described this as a good faith agreement. The adjacent land was a potential site for a future high school.

Brian Brakebill, Deputy City Manager, addressed the Council. He noted that the Planning Commission and City staff both had recommended approval of this item. Unit 5 would cover the infrastructure costs. Future tap on fees would be rebated back to Unit 5.

Alderman Finnegan noted that this item was contingent upon a referendum.

Alderman Fruin questioned the stress which would be placed upon City services. There would not be a satellite Police Department. He cited Unit 5's growth needs and the need for police officers in the schools. He questioned how the City could accommodate these demands. Mr. Brakebill noted that no City services would be provided until the land was annexed.

Alderman Hanson noted that the City must perform due diligence regarding railroad crossings. He cited a past agreement with Snyder Development. He added that the ICC, (Illinois Commerce Commission), had taken the stance that the City should not ask for the crossings until they were needed. Mayor Stockton believed that the school would act as a catalyst. Residential development would follow which in turn would put pressure on the need for the railroad crossings.

Alderman Sage expressed his preference for a definite school site plan. Mr. Brakebill restated that Unit 5 would be assuming the risk.

Mayor Stockton opened the Public Hearing.

Frank Miles, 202 N. Center, attorney for Unit 5 and the Shirk Family, addressed the Council. This Pre-Annexation Agreement and the following Petition for Rezoning and Development Agreement were tied together in a land exchange. This request was initiated by Unit 5 who was interested in a forty (40) acre site for a middle school. The site was described as south central and would serve five (5) existing elementary schools. Four (4) meetings had been held and there were recurring themes. The change to the area by those currently residing there. The Petitioners had been sympathetic to their concerns. Traffic would be focused on to Rt. 150. A request to retain the name Long Lane for County Road 1750. The Petitioners supported this request. A request to meet with Unit 5 when the middle school plans are developed. The Petitioners have agreed to same. He referred the Council to the City's Comprehensive Plan. Unit 5 would recoup its expenses from other developers. Rt. 150 was a good road as was the frontage road concept. The Farnsworth Group had performed a traffic study. Concerns had been raised about the burden being placed upon the Township. He believed that information had been presented which rebutted these concerns.

Frank Wieting, 3205 Morrissey, addressed the Council. His home was located across from the proposed school site. He farmed 360 acres. His family had farmed this land since 1888. He noted that with time all things changed. Growth was happening

everywhere. He agreed with the comments made by Mr. Miles. He welcomed the Petitioners with the hand of friendship. They had been gracious. He hoped to continue the business relationship. He would attempt to remain neutral. He stated his pain at the loss of the rural atmosphere. Agricultural land was a natural resource which has been very productive and profitable. He encouraged the Council to think about this issue. Agriculture was the state's largest industry. He described this development as leap frog because the land was not contiguous. The City should promote goodwill between the parties. The adjacent land was located in the TriValley School District.

Barb Wieting, 3205 Morrissey, addressed the Council. She had been married for forty-six (46) years. She described herself as the city girl who went to the country. She thanked the Council for the opportunity to address them. The retention of the name Long Lane would help to maintain the area's heritage. She described this item as a leap frog annexation. She was not opposed to the school. She noted that the land north of Rt. 150, almost 400 acres, was fertile farm land. She noted that the City had a Historic Preservation Commission. This Petition was a catalyst to destroy 400 acres of farm land. This land was irreplaceable. Once gone it would be lost forever.

Dave Capodice, 2920 Capodice Rd., addressed the Council. He had been aware of Unit 5's plan for over a year. Unit 5 had been interested in a minimum of 100 acres. The Shirk Farm would become a school site. This land abutted his property. He believed that it would make a good school site. Unit 5 would provide plenty of green space. The district had adequate security and its properties were maintained well. Unit 5 would be a good neighbor. He also described this development as leap frog. The middle school would use forty (40) acres. He questioned Unit 5's plan for the remaining eighty (80) acres. He did not believe that anything would stop the City's growth. He also loved the country and was uneasy with other uses for this land. He thanked the Council for the opportunity to address them.

Phil Reynolds, 8270 N. 2200 E. Rd., addressed the Council. He questioned Unit 5's jurisdiction as it currently does not have any facilities in Old Town Township. He also expressed his concerns regarding the Township's roads which would be used until Hershey Rd. is completed by the City.

Mr. Miles readdressed the Council. Unit 5 would take principal access from Rt. 150. Eventually, Hershey Rd. would be extended. Concerns had been raised regarding traffic from the south. He specifically cited the Crestwicke Subdivision. Unit 5 sited this school in a southerly location. It considered good access. Rt. 150 was a good road. Hershey Rd. was delayed due to the needed railroad crossing. The school would be the incentive for the City to gain approval for same.

Mayor Stockton questioned if the DeVary's had been contacted by Unit 5. Mr. Miles acknowledged that the Farnsworth Group had been in contact with them. State Farm and the Shirks had been contacted regarding sewer and water easements. Commitments had been gained for same. The City held an obligation to Snyder Development. All of the property owners were involved. Unit 5 was also working on a plan

for a high school for the remaining eighty (80) acres. The DeVary land would probably be developed for residential use.

Mayor Stockton noted that this area was starting to change. This area would have the appearance of a commercial development. Mr. Miles acknowledged that Rt. 150 and Hershey Rd. would be a major intersection. A plan for the high school was not complete. If it happens, then there would be frontage along both Hershey Rd. and Rt. 150. Mayor Stockton stated that there would be a frontage road to gain access to the middle school. Mr. Miles responded affirmatively.

Doug Grovesteen, Director of Engineering, addressed the Council. He wanted to clarify that Long Lane Rd. would be an acceptable street name. This issue was resolved.

Mayor Stockton closed the Public Hearing.

Alderman Schmidt thanked Mr. Wieting for addressing the Council. He addressed the overall impact of this development. The Council wanted to be good stewards. She empathized with his loss. He had challenged the Council to think about where the City was headed.

Alderman Stearns questioned the discussion with the DeVarys.

Alderman Sage complimented the Wietings and Mr. Capodice for addressing the Council this evening. He added that Mr. Miles and Mr. Finlen had gone the extra mile.

Alderman Purcell informed the Council that he had attended the Planning Commission meeting. He had been raised on a farm. He had viewed the property. He had come to the conclusion that Unit 5 had made a good faith effort. The railroad had stopped development. He expressed his concern regarding the additional eighty (80) acres. Progress will happen and it will impact farm land. This was a difficult decision. He believed that Unit 5 would be a good neighbor and that this development would be good for the community.

Motion by Alderman Finnegan, seconded by Alderman Gibson that the Pre-annexation Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition Submitted by Community Unit School District No. 5, McLean and Woodford Counties Requesting the Rezoning from S-2 Public Lands and Institutions District to C-2, Neighborhood Shopping District and R-2, Mixed Residence District, for Property Commonly Located south of Ireland Grove Road and west of Hershey Road, Consisting of Approximately 25 acres (Case Z-20-07)

BACKGROUND INFORMATION:

Adjacent Zoning Adjacent Land Uses

north: R-1C, Single Family Residence District	north: single family dwellings
south: C-1, Office District	south: vacant
east: S-2, Public Lands & Institutions and R-1C	east: single family dwellings
west: A- Agriculture & R-1C	west: tree nursery & dwelling unit

Comprehensive Plan: recommends low/medium density residential Land use for the property in question.

The twenty-five (25) acre property in question is presently vacant land that has been used in the past for community gardens. The petitioner is planning to convey this property to a developer who plans to develop neighborhood shopping uses under C-2 zoning on the northern 7.92 acres and townhouses under R-2 zoning on the southern 16.93 acres. This property would be developed in accordance with a proposed development agreement and concept plan.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, November 28, 2007. Mr. Frank Miles, Attorney at Law, 202 N. Center Street, was present to answer questions regarding this petition on behalf of the Shirk Family and the Unit 5 School District. This case and Case Z-21-07 are related and should be treated as a package, passing both or denying both. The agreement involves a swap of two (2) tracts of land, one (1) for the other.

Mr. Miles continued that the Unit 5 School District has been looking for a south central location to build a middle school. The Shirk family has been willing to try to accommodate the school district, but they do not wish to lose their flexibility for development, hence the request for the development agreement. The twenty-five (25) acres along Ireland Grove Road and Hershey Road would be developed two-thirds residential in a manner similar to the Villas at Spring Ridge, an area located south of Jumer Drive, west of Hershey, north of G.E. Road.

This new area would be attached single family dwellings which he characterized as upper end. The northern eight (8) acres would be zoned C-2 which the most restrictive commercial classification. The plan is to have three (3) free-standing buildings. There is to be a trail running north and south along the creek, which is to stay as natural open space. Chairperson Cain inquired whether the median on Ireland Grove Road would be broken for access. Mr. Miles replied in the affirmative.

Arguments in opposition to these petitions were submitted by the following persons:

Mr. Dale Conroy 14 Brompton Court  
Mr. Steve Witter 1517 Paddington Drive  
Mr. Kent Jarrett 1607 Myra Lane

Mr. Conroy lived in Brookridge II and believed his shopping needs were already being served. Additional commercial development at this location would not be needed. He preferred to see this tract developed as entirely residential use.

Mr. Witter lives in Rollingbrook South. He asked what uses might go in a tract zoned C-2. Mr. Mark Huber, Director of Planning and Code Enforcement, said the intent of C-2 is as a neighborhood shopping district that would draw most of its customers from a mile radius. He listed dry-cleaning, photo shop, savings & loan, hobby shop, garden supply, and florist as possible uses.

Mr. Jarrett identified himself as Vice President of the Hershey Grove Home Owners Association. The level of the ground in the subject tract is nine to eleven feet (9 – 11') lower than Hershey Road. If water is diverted from the creek it may wind up in people's basements. There is no sidewalk on the east side of Hershey Road for customers to walk towards the commercial development. New traffic signals would be needed for the Hershey Grove/Ireland Grove intersection as traffic really backs up, particularly in the late afternoon.

Mr. Neil Finlen, P.E. Farnsworth Group Inc. 2709 McGraw Drive, said there is an existing drainage way that cuts across the middle of the tract and flows towards the creek. This drainage way would not be interrupted. There would also be a detention basin constructed which would collect flow from the Brookridge area. Commissioner Shaw asked whether the ground level would be changed and whether the detention basin would still catch the flow. Mr. Finlen said they did not intend to change the flow of the water nor need to raise the level of the land.

Mr. John Hanson identified himself as the 9<sup>th</sup> Ward Alderman. He also resides in Brookridge II. He has been watching this development. He has talked with Mr. Shirk and believes his intent is to have light commercial similar to that found at College Avenue and Hershey Road, in addition to nice residential. Commissioner Wills questioned whether he and the Superintendent for Unit 5 schools had discussed the land swap. Alderman Hanson had learned that this twenty-five (25) acre site was not suitable for a school site.

The Planning Commission voted 6 to 0 to continue this case until the meeting on December 12, 2007.

At the December 12, 2007 Planning Commission meeting, the following individuals spoke in favor of the petition:

Mr. Frank Miles, Attorney at Law, 202 N. Center Street  
Mr. Neil Finlen, P.E. Farnsworth Group Inc. 2709 McGraw Drive  
Mr. Don Adams, P.E. Farnsworth Group Inc. 2709 McGraw Drive

Mr. Miles noted that Betty A. Shirk's name should be deleted from the materials connected with this case as she no longer holds an interest in the property.

Mr. Miles noted again that these two (2) cases involve a swap of land. There had been two (2) hours of testimony at the November 28, 2007 Planning Commission meeting. He had stayed to talk with concerned individuals for an hour and a half (1½) after the meeting. A meeting was held with the neighbors on December 5, 2007. There was an additional two (2) hours of discussion.

The following individual spoke in opposition to the petition:

Mr. Kent Jarrett, 1607 Myra Drive

Mr. Jarrett spoke on behalf of the Hershey Grove Subdivision which is just east of the subject. He estimated the level at the subject site to be thirteen feet (13') lower than that of Hershey Road. He had previously lived in Links Landing where he and his neighbors experienced problems with water backing up in their basements after the elevation of the adjacent road was raised. He repeated that he would like to see sidewalks installed on both Ireland Grove Road and Hershey Road.

Mr. Miles observed that the problem at Links Landing involved a sanitary sewer backing up, here the discussion is with storm sewer. He noted the difference. There would be sidewalks on the west side of Hershey and on the south side of Ireland Grove Road. There would be trail along the creek which would connect to the sidewalk along Ireland Grove. He hoped the City would eventually construct a westward link to other parts of the trail system.

Mr. Adams stated that the drainage would be designed according the City's Manual of Practice. A minor storm event would have flow piped underground to the creek and a major storm event would flow over ground through the drainage way to the creek. There would be a detention basin and all buildings would be kept above 100 year flood elevations.

Mr. Doug Grovesteen, Director of Engineering, spoke regarding the adequacy of Hershey Road to handle increased traffic. Hershey Road was designed as an arterial street and has long been anticipated, in comprehensive and transportation planning, to extend further south. Going south from U.S. 150 Hershey it would become a collector street and then diminish to a minor street probably ending in a subdivision. There is no plan to connect Hershey Road to the Interstate.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission voted 8 to 0 to recommend Council approval of the Petition to Rezone and the development agreement, as revised by staff, in Case Z-20-07.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of the Petition to Rezone and revised development agreement in Case Z-20-07.

Respectfully,

Timothy Potts  
Associate Planner

Tom Hamilton  
City Manager

**DEVELOPMENT AGREEMENT**

As an exercise of its Home Rule powers, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as "City" and Community Unit School District No. 5, McLean and Woodford County, hereinafter referred to as "Owner" of property, a legal description of which is included in Exhibit "A" (the "property"), and Sunrise Co., LLC, an Illinois Limited Liability Company, hereinafter referred to as "Developer", agree as follows:

**I. ZONING, CONCEPT PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.**

A. Zoning - Within 30 days of the date of this Agreement the City agrees to rezone the property from S-2 Public Lands and Institutions District to C-2 Neighborhood Shopping District for the area described in Exhibit B and R-2 Mixed Residence District for the area described on Exhibit C, and as depicted on the Concept Plan attached as Exhibit D. The parties agree that the uses permitted in the C-2 zoned portion shall be limited to those listed on Exhibit E. The public hearings required for such rezoning having been held before the Bloomington Planning Commission on the 28<sup>th</sup> day of November and 12<sup>th</sup> day of December, 2007, after notice required by law and ordinance.

B. Concept Plan Approval - The City hereby approves the Concept Plan (Exhibit D) for the property.

C. Subdivision Plan Approval - Within 60 days from the submission of a Preliminary Subdivision Plan and final subdivision plat in the form and with the content required by the City's Land Subdivision Code, and after any public hearings required by law and ordinance the City agrees to approve a Preliminary Subdivision Plan and after the preparation by the Developer and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve one or more Final Subdivision Plat(s),

provided such plan and plats are in substantial accordance with the approved Concept Plan and approved Preliminary Plan. In connection with the subdivision and development of the property, City agrees:

1. To grant any waivers necessary to permit the property to be subdivided/developed in a manner consistent with the Concept Plan.

II. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A. Streets & Sidewalks

1. Abutting Streets: At final platting, Developer shall pay an adjacent street improvement fee of \$125 per lineal foot of existing frontage and shall install sidewalks meeting City code requirements. If City requires sidewalks to exceed customary width, Developer shall be entitled to credit the additional cost against the street improvement fee. The Developer shall be entitled to full access entrances from Ireland Grove Road and Hershey as depicted on the Concept Plan. Required median reconstruction, if any, shall be at Developer-s expense.

2. Interior streets - All interior streets shall be private, built to the City-s private street standards, at the width depicted on the Concept Plan. Interior lighting will be privately maintained and operational costs borne by a to be formed Neighborhood Association. If Developer desires decorative lighting, a variance from the Manual of Practice is hereby granted.

B. Water

1. Developer may tap, extend and use City water from existing mains and shall pay, at final platting, the water tap-on fee set forth in Exhibit F.

C. Sanitary Sewer - Developer may tap, extend and use City sanitary sewers and shall pay, at final platting, the sanitary sewer tap-on fee set forth on Exhibit F.

D. Storm Water Drainage - Developer may carry storm water to a dry detention basin as shown on the Concept Plan and to the Flood Plain Area to the west of the property. Storm sewers and appurtenances which serve the private streets shall be privately owned and maintained. The City will only accept maintenance of those sewers or water ways which convey water from offsite through the development. The Neighborhood Association will own and maintain the detention basin.

E. Park Land Dedication - Owner agrees to pay a parkland dedication fee and shall be entitled to a credit for the land and improvement costs of a walking trail (with a dedicated width of 20 feet) up to, but not to exceed the calculated park land dedication fee.



III. City agrees to provide refuse collection from the private street in the area zoned R-2. Developer shall provide a standard hold harmless agreement at final platting.

IV. Developer shall be entitled to erect decorative promotional temporary signage during development in the public right-of-way at a location approved by the Director of Engineering, of a size exceeding code and subject to permitting by the Department of Building Safety.

V. Except as provided in the agreement the Developer shall in the use and development of the property comply with all then applicable zoning, subdivision, building and mechanical codes of the City.

VI. This Agreement shall become effective upon the acquisition of the property by Developer and shall then be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owner and Developer, and their heirs, successors or assigns and upon the City of Bloomington-s designated corporate authorities and successors in office.

DATED at Bloomington, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

CITY OF BLOOMINGTON, ILLINOIS,  
A MUNICIPAL CORPORATION

BY: Stephen F. Stockton

ATTEST:

Tracey Covert

COMMUNITY UNIT SCHOOL DISTRICT  
NO. 5, McLEAN AND WOODFORD  
COUNTY

BY: Jay Reece  
Its President

Sunrise Co., LLC

BY: James Shirk  
Its Manager/Member

## **EXHIBIT A**

The East 857 feet of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 14, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

## **EXHIBIT B**

### **Area to be Rezoned C-2 (Neighborhood Shopping District)**

A part of the Northeast Quarter of Section 14, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at a point on the East Line of Lot 1 in Birch Hill Subdivision in said Northeast Quarter lying 70.00 feet normally distant south of the North Line of said Northeast Quarter, said point also being the Southwest Corner of a strip of land dedicated for the Southerly Portion of the Ireland Grove Road Right-of-Way per plat recorded as Document No. 91-21010 in the McLean County Recorder's Office. From said Point of Beginning, thence south 457 feet along said East Line; thence east 670.58 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to a point lying 150.00 feet normally distant west of the West Right-of-Way line of Hershey Road as shown on the plat recorded as said Document No. 91-21010; thence north 88.68 feet along a line which is parallel with said West Right-of-Way Line and which forms an angle to the right of  $89^{\circ}-05'-23''$  with the last described course; thence east 150.00 feet along a line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to said West Right-of-Way Line; thence north 322.00 feet along said West Right-of-Way Line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence northwest 14.50 feet along said West Right-of-Way Line which forms an angle to the right of  $125^{\circ}-22'-46''$  with the last described course to a point on the South Right-of-Way Line of said Ireland Grove Road; thence west 802.88 feet along said South Right-of-Way Line which forms an angle to the right of  $148^{\circ}-05'-11''$  with the last described course to the Point of Beginning, containing 7.92 acres, more or less.

## **EXHIBIT C**

### **Area to be Rezoned R-2 (Mixed Residence District)**

All that portion of the Northeast Quarter of Section 14, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, lying east of and adjacent to the East Line and the Southerly Extension of the East Line of Birch Hill Subdivision in said Northeast Quarter except therefrom, that portion of said Northeast Quarter dedicated for portions of Ireland Grove Road and Hershey Road Rights-of-Way per plat recorded as Document No. 91-21010 in the McLean County Recorder's Office and also, except therefrom, that portion of said property lying within the following described property: Beginning at a point on the East Line of Lot 1 in Birch Hill Subdivision in said Northeast Quarter lying 70.00 feet normally distant south of the North Line of said Northeast Quarter, said point also being the Southwest Corner of a strip of land dedicated for the Southerly Portion of the Ireland Grove Road Right-of-Way per plat recorded as said Document No. 91-21010. From said Point of Beginning, thence south 457 feet along said East Line; thence east 670.58 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to a point lying 150.00 feet normally distant west of the West Right-of-Way Line of Hershey Road as shown on the plat recorded as

said Document No. 91-21010 thence north 88.66 feet along a line which is parallel with said West Right-of-Way Line and which forms an angle to the right of 89°-05'-23" with the last described course; thence east 150.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to said West Right-of-Way Line; thence north 322.00 feet along said West Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence northwest 14.50 feet along said West Right-of-Way Line which forms an angle to the right of 125°-22'-46" with the last described course to a point on the South Right-of-Way Line of said Ireland Grove Road; thence west 802.88 feet along said South Right-of-Way Line which forms an angle to the right of 148°-05'-11" with the last described course to the Point of Beginning. This tract contains 16.93 acres, more or less.

(EXHIBIT D; CONCEPT PLAN ON FILE IN THE CLERK'S OFFICE)

### **EXHIBIT E**

For example use only. Please contact Zoning Officer for official interpretation.

Permitted use in the C-2 Neighborhood Shopping District

Accounting, Auditing, Bookkeeping (11)  
Agriculture  
Antique Store (1)  
Apparels, Fabrics, Leather Industries (1)  
Apparel Shops (2)  
Art Supplies, Craft Shop (S)  
Bakery Products Sales  
Banking Services (11)  
Barber Shop, Beauty Shop  
Bed & Breakfast Establishments (I)  
Business Management Consulting (11)  
Business Schools (S)  
Cabinet Making, Woodworking, and Furniture Repair (S)  
Cameras, Photographic Supplies (1)  
Candle Shops (1)  
Candy, Confectionery Sales  
China, Glassware, Metalware Stores (2)  
Churches, Synagogues, Temples (3)  
Cigar, Tobacco Products Sales  
College / University Classrooms (S)  
Community Centers  
Computer Services (2)  
Convenience Establishments  
Convenience Establishments - Beer Wine only  
Cultural Activities  
Dairy Products Sales  
Day Care Centers (S)

Delicatessens  
Dental Services (11)  
Diaper Services (1)  
Donut and Ice Cream  
Shops Draperies, Curtains, Upholstery (1)  
Dressmaking, Tailor Shops  
Drug Stores  
Dry Cleaning Services  
Dwelling, Single Family (4)  
Electricity Regulating Substations  
Engineering, Agricultural Services (11)  
Financial Services (11)  
Flammable Liquid Pipelines  
Florist Shops  
Forestry  
Gas Regulating Stations  
Gift Shops  
Government Services  
Greeting Card Shops  
Grocery Stores, Supermarkets  
Health Clubs (S)  
Health Spa, Reducing Salon (S)  
Hobby Shop, Toy Stores  
Insurance Services (11)  
Irrigation Channels  
Jewelry Stores, Watch Repair  
Knit Goods Shops  
Laundering Services  
Leather Goods Shops (2)  
Legal Services (11)  
Linen Supply Stores (2)  
Linen Supply Services (2)  
Liquor Stores  
Medical, Health Services (11)  
Nursery Schools (S)  
Optical Goods, Hearing Aids Sales (1)  
Paint, Glass, Wallpaper Stores (2)  
Painting, Decorating Services (1)  
Parking Lot, Commercial (S)  
Parking Lot, Noncommercial  
Parks, Playgrounds, Arboretums  
Photographic Services  
Police Stations, Fire Stations  
Postal Services  
Pottery, Ceramic Products Sales (2)  
Pre Schools (S)

Real Estate Services (11)  
Rehabilitation Schools (S)  
Savings & Loan Associations  
Sewage Lift Stations  
Shoe Repair Services  
Social Clubs, Lodges (S)  
Specialty Food Shops  
Specialty Schools (S)  
Telecommunication Antenna Facilities (10)  
Telephone Exchange Substations  
Travel Arranging Services (2)  
Utility Conduits, Lines, Pipelines  
Vocational Schools  
Water Pressure Control Stations  
Water Purification Plants  
Water Storage Reservoirs

If the use listed is followed by a.....

- (S) The use is allowed with a Special Use Permit.
- (1) The use is allowed as an accessory use provided it does not occupy more than 40% of the floor area within a principal use.
- (2) The use is allowed as an accessory use provided it does not occupy more than 25% of the floor area of a floor within the principal use.
- (3) The use is allowed if contained within an airport passenger terminal.
- (4) The use is allowed when it is a dwelling for a watchperson or caretaker for the business or industrial use.
- (10) The use is allowed as a permitted use provided that the maximum height of the Telecommunication Antenna Facility shall not exceed one (1) foot for each two (2) feet that such Telecommunication Antenna Facility is set back from “protected residential property.”
- (11) The use is permitted provided that the gross figure for area does not exceed 12,000 square feet per lot.

## **EXHIBIT F**

Tap-on fees: water, sewer and park lands

The tap-on fee to the water mains in Ireland Grove Road and/or Hershey Road shall be \$28.00 per front foot, which is the current estimated cost for ½ of an 8 inch water main.

The tap-on fee to the interceptor sanitary sewer paralleling Little Kickapoo Creek is \$110.00 per acre plus 6% simple interest from September, 1994.

All tap-on fees and/or annexation fees required by the Bloomington-Normal Water Reclamation District shall be the sole responsibility of the Owner.

**PETITION FOR ZONING MAP AMENDMENT**

State of Illinois                    )  
  )ss.  
County of McLean                 )

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MC LEAN COUNTY, ILLINOIS

Now comes Community Unit School District No. 5, McLean and Woodford Counties, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of S-2 Public Lands and Institution, under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the C-2 Neighborhood. Shopping - Tract 1; R-2 Mixed Residence - Tract 2; and zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from S-2 to C-2 for Tract 1 and R-2 for Tract 2.

Respectfully submitted,

COMMUNITY UNIT SCHOOL  
DISTRICT NO. 5, McLEAN  
AND WOODFORD COUNTIES

By: Frank Miles  
Attorney

**ORDINANCE NO. 2007 – 106**

**AN ORDINANCE REZONING SOUTHWEST CORNER OF THE INTERSECTION  
OF IRELAND GROVE AND HERSHEY ROADS FROM S-2 PUBLIC LANDS AND  
INSTITUTIONS TO C-2 NEIGHBORHOOD SHOPPING -  
TRACT 1 R-2 MIXED RESIDENCE - TRACT 2**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit(s) “A”; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

NOW THEREFORE BE IT ORDAINED by the City of Bloomington, McLean County, Illinois,

1. That the premises hereinafter described in Exhibit(s) “A” shall be and the same are hereby rezoned from S-2 Public Lands and Institutions District to C-2 Neighborhood Shopping Tract 1; R-2 Mixed Residence District Tract 2.
2. The official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 26<sup>th</sup> day of December, 2007.

APPROVED this 27<sup>th</sup> day of December, 2007.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**TRACT 1**  
**Area to be Rezoned C-2 (Neighborhood Shopping District)**

A part of the Northeast Quarter of Section 14, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at a point on the East Line of Lot 1 in Birch Hill Subdivision in said Northeast Quarter lying 70.00 feet normally distant south of the North Line of said Northeast Quarter, said point also being the Southwest Corner of a strip of land dedicated for the Southerly Portion of the Ireland Grove Road Right-of-Way per plat recorded as Document No. 91-21010 in the McLean County Recorder's Office. From said Point of Beginning, thence south 457 feet along said East Line; thence east 670.58 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to a point lying 150.00 feet normally distant west of the West Right-of-Way line of Hershey Road as shown on the plat recorded as said Document No. 91-21010; thence north 88.68 feet along a line which is parallel with said West Right-of-Way Line and which forms an angle to the right of 89°-05'-23" with the last described course; thence east 150.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to said West Right-of-Way Line; thence north 322.00 feet along said West Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence northwest 14.50 feet along said West Right-of-Way Line which forms an angle to the right of 125°-22'-46" with the last described course to a point on the South Right-of-Way Line of said Ireland Grove Road; thence west 802.88 feet along said South Right-of-Way Line which forms an angle to the right of 148°-05'-11" with the last described course to the Point of Beginning, containing 7.92 acres, more or less.

**TRACT 2**  
**Area to be Rezoned R-2 (Mixed Residence District)**

All that portion of the Northeast Quarter of Section 14, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, lying east of and adjacent to the East Line and the Southerly Extension of the East Line of Birch Hill Subdivision in said Northeast Quarter except therefrom, that portion of said Northeast Quarter dedicated for portions of Ireland Grove Road and Hershey Road Rights-of-Way per plat recorded as Document No. 91-21010 In the McLean County Recorder's Office and also, except therefrom, that portion of said property lying within the following described property: Beginning at a point on the East Line of Lot 1 in Birch Hill Subdivision in said Northeast Quarter lying 70.00 feet normally distant south of the North Line of said Northeast Quarter, said point also being the Southwest Corner of a strip of land dedicated for the Southerly Portion of the Ireland Grove Road Right-of-Way per plat recorded as said Document No. 91-21010. From said Point of Beginning, thence south 457 feet along said East Line; thence east 670.58 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to a point lying 150.00 feet normally distant west of the West Right-of-Way Line of Hershey Road as shown on the plat recorded as said Document No. 91-21010 thence north 88.66 feet along a line which is parallel with said West Right-of-Way Line and which forms an angle to the right of 89°-05'-23" with the last described course; thence east 150.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to said West Right-of-Way Line; thence north 322.00 feet along said West Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the

last described course; thence northwest 14.50 feet along said West Right-of-Way Line which forms an angle to the right of 125°-22'-46" with the last described course to a point on the South Right-of-Way Line of said Ireland Grove Road; thence west 802.88 feet along said South Right-of-Way Line which forms an angle to the right of 148°-05'-11" with the last described course to the Point of Beginning. This tract contains 16.93 acres, more or less.

**Mayor Stockton introduced this item. Alderman Hanson provided background information. These two (2) issues, (Pre-Annexation Agreement and Rezoning/Development Agreement), went hand in hand. He added that this was not the first time that a commercial development was proposed for this site. He acknowledged that there was a drainage issue in the Hershey Grove Subdivision. The C – 2, Neighborhood Shopping District, would allow the Shirks to be more restrictive. An issue was sidewalks which would connect to Constitution Trail. The plan also called for a residential area which would be comparable to the Villas at Spring Ridge. It would have its own trail system. This development will blend into the neighborhood. This site included seventeen (17) acres of buildable property. It was no longer suitable for a Unit 5 school site. There had been limited opposition.**

**Mayor Stockton noted that years ago, (he estimated twelve to fifteen years), a bank had been proposed for this site. He expressed his hope that there would be considerable landscaping to blend into the residential area.**

**Alderman Sage expressed his hope that the City would be sensitive to the neighbors and that this development would be appropriate.**

**Alderman Huette expressed his concern regarding sidewalks. He noted that the Villas at Spring Ridge had been completed without sidewalks. He questioned how to insure that the sidewalks are installed.**

**Mayor Stockton noted that sidewalks were an issue. Sidewalks are to be paid for by the developer. Brian Brakebill, Deputy City Manager, addressed the Council. He noted that the property adjacent to the Villas at Spring Ridge had not been developed. The Shirks still have two (2) years to install the sidewalks. City staff has met with the Shirks. The sidewalks were addressed in the Annexation Agreement. They should be completed within two (2) years from completion of the final plat. City staff discouraged the installation of sidewalks within the Villas at Spring Ridge until the development was completed due to the traffic. The situation would be similar with this development. Mayor Stockton expressed his confidence in the Shirks. The Council had been supportive of sidewalks. Alderman Schmidt noted that there was language contained within the Development Agreement. Mr. Brakebill noted that the sidewalk would be installed whether or not the adjacent land was developed.**

**Motion by Alderman Hanson, seconded by Alderman Finnegan that the Development Agreement and Rezoning be approved, the Ordinance passed and the Mayor and City Clerk be authorized to execute the necessary documents.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**Doug Grovesteen, Director of Engineering, presented the lone bid submitted by Leander Construction for an Above Ground Fuel Storage Tank at the Water Department Office. The bid amount was well over the amount budgeted. He requested that the bid be laid over until the Council's January 14, 2008 meeting. City staff needed time to verify that all of the papers were in order.**

**Alderman Purcell questioned why this item was needed.**

**Motion by Alderman Schmidt, seconded by Alderman Hanson that the bid be laid over to the Council Meeting of January 14, 2008.**

**The Mayor directed the clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**MAYOR'S DISCUSSION: Mayor Stockton stated that he had enjoyed working with the Council and looked forward to the New Year.**

**CITY MANAGER'S DISCUSSION: Brian Brakebill, Deputy City Manager, informed the Council that sidewalks were addressed when a Preliminary Plan is submitted.**

**ALDERMEN'S DISCUSSION: Alderman Sage expressed his appreciation to the Public Service crews for their snow removal efforts.**

**Alderman Schmidt expended best wishes for the New Year.**

**Alderman Purcell questioned the flashing red lights on Martin Luther King Jr. Drive. Doug Grovesteen, Director of Engineering, informed the Council that there was work to be done by the railroad.**

**Alderman Purcell added that the Public Service Department had plenty of salt. The City needed to work with the local media. Rick Clem, Director of Public Service, addressed the Council. His office had developed a new communications plan.**

**Alderman Stearns expressed her concern regarding police presence in the City's neighborhoods.**

**Motion by Alderman Purcell, seconded by Alderman Gibson, that the meeting be adjourned. Time: 10:47 p.m.**

**Motion carried.**

**Tracey Covert  
City Clerk**