

**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., Monday, April 23, 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: Joseph “Skip” Crawford, Kevin Huette, Allen Gibson, Michael Matejka, John Hanson, Jim Finnegan, Steven Purcell, Karen Schmidt and Mayor Stephen F. Stockton.**

**City Manager Tom Hamilton, 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:       Proclamation

The following proclamation has been requested and should be received and placed on file with the City Clerk:

1. Municipal Clerks Week, April 29 – May 5, 2007.
2. Building Safety Week, May 6 – May 12, 2007.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Mayor Stockton read and presented the proclamation of Municipal Clerks Week to Tracey Covert, City Clerk. Ms. Covert thanked the Mayor and Council for the same.**

Mayor Stockton read and presented the Building Safety Week Proclamation to Mark Huber, Director of Planning and Code Enforcement. Mr. Huber thanked the Mayor and Council. He read a prepared speech.

Mayor Stockton introduced Greg Koos, Downtown Business Association (DBA) Board President. He addressed the Council about the Downtown. He thanked the Mayor and Council for their continued support. The City needed to look to the past to set a future. He stressed the Downtown is a place of historic value. It was the government center and core of the community. The historic aspect was threatened in the 1960's & 1970's when development programs suggested demolition of several historic buildings to make way for parking and expansion.

Mr. Koos further stated the Downtown's success was attributed to hard working individuals. The Downtown Tax Increment Finance (TIF) grants have helped the Downtown by encouraging public and private investment. The TIF has also helped with assessed values and has increased the tax base for the community. Another key factor has been the elevation of Downtown management and the improved appearance of the Downtown.

Currently, there were over 4,000 individuals working in the Downtown. In addition, there have been over 750,000 visitors. The Downtown's overall vision was "clean, safe and friendly".

There needed to be a continued strategy for Downtown. The first step of the strategy was to fund a plan. The plan would include how to support the DBA and how to continue funding in development incentives. The plan would include a streetscape project, market study, parking management, and City zoning.

Another part of the Downtown's success was the B – 3, Central Business District, zoning which allows for mixed uses and high density buildings. This was one way to increase School District #87's tax base. The best thing the DBA could do was to continue to encourage redevelopment within the Downtown.

Mayor Stockton requested Mr. Koos introduce the other DBA members who had accompanied him tonight. Mr. Koos introduced Peggy Flynn, DBA Executive Director, Jan Lancaster, DBA past President, Russell Francois, DBA Vice President, and Rob Fazzini, DBA Board member.

Mayor Stockton noted that the Downtown was facing important issues. The TIF would expire in 2009. The City needed to think about funding sources. Historic buildings provide a unique atmosphere, but there needed to be room for new. It was a balance of expansion versus moderation.

**Alderman Matejka recalled in the 1980's the Downtown had several boarded up buildings and arson fires. The City was in a new position of having too many people living and working Downtown. The City needed to continue to nurture and enhance the Downtown. It would involve continued partnership to find the proper balance.**

**Alderman Gibson stated that there were two (2) jewels in the Downtown: Second Presbyterian Church and State Farm. Those two (2) organizations have shown their commitment to the Downtown and helped to bring about this renewal. Mr. Koos concurred.**

**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 Finnegan, seconded by Alderman Matejka 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 eleventh partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$22,902 will have been paid to date for work certified as 92% complete for the Peace Meals. Completion date – April 2007.
2. The eleventh partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$6,864 will have been paid to date for work certified as 92% complete for the John M. Scott Home Delivered Meals. Completion date – May 2007.
3. The fourth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666.66 on a contract amount of \$80,000 per year of which \$26,666.64 will have been paid to date for work certified as 33% complete for the McLean County Economic Development. Completion date – December 2008.
4. The twelfth and final payment to McLean County Health Department in the amount of \$9,015 on a contract amount of \$108,180 of which \$108,180 will have been paid to date for work certified as 100% complete for the Animal Control and Shelter Services. Completion date – April 2007.
5. The fourth partial payment to McLean County Regional Planning in the amount of \$8,951.83 on a contract amount of \$68,500 of which \$38,412.16 will have been paid to date for work certified as 56% complete for the Main Street Corridor – McLean County Regional Planning. Completion date – April 2008.
6. The first partial payment to McLean County in the amount of \$1,442.60 on a contract amount of \$100,000 of which \$1,442.60 will have been paid to date for work certified as 1% complete for the East Side Corridor Study. Completion date – February 2008.
7. The twentieth partial payment to PJ Hoerr, Inc. in the amount of \$571,205.25 on a contract amount of \$11,579,865.49 of which \$11,519,870 will have been paid to date for work certified as 99% complete for the Renovation of the Bloomington Center for the Performing Arts. Completion date – June 2006.
8. The seventh partial payment to The Pantagraph in the amount of \$1,878.72 on a contract amount of \$30,000 of which \$29,673.12 will have been paid to date for work certified as 98.91% complete for the 2006-2007 Bloomington Center for the Performing Arts Seasonal Advertising. Completion date – April 2007.

9. The second and final payment to American Passion Play in the amount of \$17,240 on a contract amount of \$66,000 of which \$66,000 will have been paid to date for work certified as 100% complete for the American Passion Play. Completion date – September 2006.
10. The third and final payment to Al Treiber Associates in the amount of \$609.90 on a contract amount of \$46,141.78 of which \$46,044.90 will have been paid to date for work certified as 100% complete for the Library Expansion. Completion date – November 2006.
11. The sixteenth and final payment to Femley Dickerson in the amount of \$2,958.37 on a contract amount of \$2,669,586 of which \$2,646,413.62 will have been paid to date for work certified as 100% complete for the Library Expansion. Completion date – November 2006.
12. The forty-ninth partial payment to Brisbin, Brook, Beynon Architects in the amount of \$1,980.16 on a contract amount of \$1,446,000 of which \$1,444,629.66 will have been paid to date for work certified as 99.91% complete for the Arena Architects. Completion date – April 2006.
13. The eleventh partial payment to APACE Architects & Design in the amount of \$5,915 on a contract amount of \$301,900 of which \$53,527.50 will have been paid to date for work certified as 18% complete for the Design of Fire Station #5. Completion date – May 2008.
14. The twelfth partial payment to APACE Architects & Design in the amount of \$48,872.50 on a contract amount of \$301,900 of which \$102,400 will have been paid to date for work certified as 34% complete for the Design of Fire Station #5. Completion date – May 2008.
15. The fifth partial payment to Thompson Dyke & Associates in the amount of \$41,250 on a contract amount of \$248,500 of which \$163,500 will have been paid to date for work certified as 66% complete for the McGraw Park – Phase II. Completion date – December 2007.
16. The seventh partial payment to Ratio Architects in the amount of \$23,378.58 on a contract amount of \$135,240 of which \$98,727.75 will have been paid to date for work certified as 73% complete for the Miller Park Playground Renovation. Completion date – May 2007.
17. The fourth partial payment to Thompson Dyke & Associates in the amount of \$500 on a contract amount of \$19,950 of which \$17,410 will have been paid to date for work certified as 87% complete for the Lincoln Leisure Campus Parking. Completion date – August 2006.

18. The fifteenth partial payment to Farnsworth Group in the amount of \$6,148.50 on a contract amount of \$203,300 of which \$180,057.25 will have been paid to date for work certified as 89% complete for the Constitution Trail – Grove to Hamilton. Completion date – May 2007.
19. The second partial payment to Farnsworth Group in the amount of \$2,500.07 on a contract amount of \$18,900 of which \$7,781.82 will have been paid to date for work certified as 41% complete for the Woodrig Rd. and South Main Street Signals – Cedar Ridge IDS. Completion date – June 2007.
20. The first partial payment to Laesch Electric, Inc. in the amount of \$7,000 on a contract amount of \$172,846.86 of which \$7,000 will have been paid to date for work certified as 4% complete for the MacArthur at Main St. and Center St. Traffic Signals. Completion date – September 2007.
21. The ninth partial payment to Lewis, Yockey, & Brown, Inc. in the amount of \$12,965.74 on a contract amount of \$120,000 of which \$77,979 will have been paid to date for work certified as 65% complete for the Dr. M.L. King Jr. Drive – Washington to Oakland. Completion date – June 2007.
22. The third partial payment to Stark Excavating, Inc. in the amount of \$140,533.47 on a contract amount of \$2,959,945.10 of which \$330,894.58 will have been paid to date for work certified as 11% complete for the Fox Creek Road and Scottsdale Avenue Improvements. Completion date – September 2007.
23. The sixth partial payment to Gildner Plumbing, Inc. in the amount of \$24,174 on a contract amount of \$621,783 of which \$539,451 will have been paid to date for work certified as 87% complete for the Fox Creek Road 16” Water Main – Beich to Old Cabintown. Completion date – May 2007.
24. The nineteenth partial payment to Farnsworth Group in the amount of \$6,846.81 on a contract amount of \$295,300 of which \$288,996.75 will have been paid to date for work certified as 98% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – April 2007.
25. The first partial payment to Foth & Van Dyke and Associates, f/k/a Daily & Associates in the amount of \$86,343.41 on a contract amount of \$120,000 of which \$86,343.41 will have been paid to date for work certified as 72% complete for the Lafayette St. – Maple to Morrissey Curb & Gutter, Storm Sewer and Pavement. Completion date – May 2007.
26. The first partial payment to Gildner Plumbing, Inc. in the amount of \$45,000 on a contract amount of \$51,968 of which \$45,000 will have been paid to date for work certified as 85% complete for the Ridgewood/Fox Creek Sewer Outfall Sanitary Sewer. Completion date – July 2007.

April 23, 2007

1827

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 Finnegan, seconded by Alderman Matejka that the payments be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 March, 2007

Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the month of March, 2007 were presented for Audit by the Township Supervisor.

The Audit of these accounts took place on Monday, April 23, 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 Finnegan, seconded by Alderman Matejka that the audit of the bills and payrolls for the Township for the month of March 2007 be made a matter of record.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 reports should be received and placed on file with the City Clerk:

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

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Finnegan, seconded by Alderman Matejka 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**



April 23, 2007

1829

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Additional Payment to Pierce Manufacturing for Fire Apparatus for the Fire Department

On September 11, 2006, Council approved waiving the formal bidding process and authorized the purchase of two (2) Rescue Pumpers from Pierce Manufacturing. The requested additional payment is necessary to increase the size of the electrical generators on each apparatus to provide adequate capacity to power all potential electrical loads. Staff had indicated in the September 11, 2006 memo that this change order was anticipated. At that time staff estimated the cost to be \$10,000, however, the additional equipment is \$11,780.

Staff respectfully requests that Council approve the additional payment of \$11,780 to Pierce Manufacturing, and the Purchasing Agent be authorized to issue a Purchase Order for same. Funds for this purchase will be made from F15210-72130.

Respectfully,

Keith Ranney  
Fire Chief

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the payment be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Additional Payment to Media Support Group for Front End Equipment for the US Cellular Coliseum

On January 27, 2006, Council approved the purchase of front end equipment from Media Support Group in the amount of \$229,031.14. Since the installation began, several instances have arisen causing an increase in the fees for this equipment. Those instances are as follows:

- 1.) Once the installation started, Media Support Group realized that critical supplies were missing and needed to replace them. The replacement cost for these items is \$1,446.49. After these supplies were received, the missing supplies were found and shipped back, with a restocking fee of \$750.
- 2.) There was discussion between Central Illinois Arena Management and City staff about installing a wiring system for television hookup in the loading dock area. This was agreed upon between both parties and the additional cost for this television hookup was \$8,530. This will be needed when the US Cellular Coliseum has a television broadcast.
- 3.) During the construction phase, the music software was overlooked. This software plays the music for the non concert events at the Coliseum. The price for the software is \$2,100. In another incident, during one of the first games a player fell over the dasher board system and into one of the camera people breaking a viewfinder and microphone on the camera. The replacement cost for these two (2) items was \$759.98.
- 4.) A channel filter was needed for the in-house feed of Coliseum events. The cost for this channel filter is \$699.98. The total cost for shipping and miscellaneous cables and connectors is \$1,675.

Staff respectfully request that Council approve the additional payment of \$15,961.45 to Media Support Group, and the Purchasing Agent be authorized to issue a Purchase Order for same. Funds for this purchase will come from account F56200-72120 Coliseum Fixed Asset Replacement – Capital Outlay Office and Computer Equipment.

Respectfully,

Jim Appio  
Director of Operations, US Cellular Coliseum

Tom Hamilton  
City Manager

**Alderman Huette questioned if the US Cellular Coliseum had requests to televise events. Tom Hamilton, City Manager, responded negatively. The plan for the building included the possibility. Alderman Huette suggested waiting to see if hook up was actually needed. Mr. Hamilton explained the system was installed when the building was constructed and this request was for the final payment. Alderman Huette questioned if the cost of this particular equipment was included in the initial cost of the building. Mr. Hamilton responded negatively.**

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the payment be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 the County of McLean for the Design of the Traffic Signals at Towanda Barnes Road and Oakland Avenue

On August 8, 2006, Council approved an Intergovernmental Agreement with the County of McLean to share in the cost of the design and construction of improvements to the intersection of Towanda Barnes Road and Oakland Avenue. The agreement called for the County to administer the design and construction, and the City to reimburse fifty percent (50%) of the cost.

The County has retained Farnsworth Group to provide professional engineering services at a cost not to exceed \$47,300. The approved Capital Improvement Budget for 2007-2008 has budgeted \$150,000 in Motor Fuel Tax (MFT) funds for this project.

Staff respectfully requests that Council approve the payment to the County of McLean for the City's share of the design costs for this project in the amount of \$23,650. Payment for this work will be made from MFT funds (X20300-72530).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the payment be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 an Invoice for Two New Water Meter Settings

The water meters in Buildings H and N at the State Farm Campus were improperly selected for a large office complex installation. Additionally, the water meter setting (the plumbing that holds the water meter in place) was not correct for the water meter. The plumbing fittings were too close to the meter and could cause turbulence and thus incorrect meter readings. Staff has thoroughly investigated the performance of the meters in these two buildings.

Additionally, a meter testing firm was retained to verify the results that staff was obtaining. Essentially, the turbulence near the meters causes them to register inaccurately (both high and low), beyond the specified tolerances for meters of this size and type. In order for staff to install the correct meter, the meter originally installed would have to be removed and the plumbing upgraded to a proper meter setting.

Staff, working with State Farm staff has agreed to a cost share plan to retrofit the meter settings and install new meters for accurate metering on these large accounts. The City's portion of the cost for Building H is \$8,905 and \$7,980 for Building N, for a total of \$16,885. State Farm used the plumbing contractor of their choice and staff agreed to reimburse them for the City's share of the projects. The contractor has completed the work and has submitted an invoice to State Farm for payment, and State Farm has in turn submitted an invoice to the City for reimbursement.

Staff respectfully requests that Council approve payment of this invoice from State Farm Insurance in the amount of \$16,885 for the installation of two (2) new water meter settings for the Buildings H and N with payment to be made from the Water Department, Transmission, Distribution and Pumping Division, Operations and Maintenance Funds, Meters account, (X5010-50120-71730).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Alderman Purcell questioned why the proper size meter was not installed initially. Craig Cummings, Director of Water, addressed the Council. He was not employed by the City at the time these meters were installed. He did not have a complete answer to the question. After a plan review, it appeared the type and size of meter were not properly considered. The City was in conversation with State Farm to negotiate payment for the**

**new meters. Alderman Purcell questioned how the City would ensure the new meters were producing proper measurements. Mr. Cummings noted the new meters had built in safeguards. He also reminded Council there had been no code violations regarding the older meters.**

**Mayor Stockton questioned who had initially specified the meters in question, (the City or State Farm architects). Mr. Cummings believed it would have been the architects. The City now reserves the right to specify appropriate parts. The meters in question were some of largest meters within the City's system. It was important to ensure that customers were being billed correctly.**

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the payment be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lime Sludge Removal

In 1997, Council awarded a ten (10) year contract to remove lime sludge from the water treatment plant storage lagoon. Lime sludge is a reusable byproduct of the water softening process. The lime sludge is removed from the sludge lagoon by Evergreen Farm Service (FS) and marketed to farmers for pH control of their farmland. This process must take place each year as the water softening process creates about 25,000 lbs. of sludge each day.

The contract called for the payment of a base amount of \$163,000 in 1997 with future years to be calculated using this amount and an adjustment based upon the Consumer Price Index. There is also a credit adjustment based upon the amount of revenue earned by Evergreen FS in selling the product. An invoice for \$190,556 has been received for the fall 2006 work. Staff has reviewed this invoice and has determined that it is in accordance with the contract.

Staff respectfully requests Council authorize the issuance of a purchase order for the 2006 removal of lime sludge from the water treatment plant by Evergreen FS for \$190,556 with

payment to be made with Water Department Operations and Maintenance Funds, Lime Sludge Hauling (X50130-70840).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Alderman Purcell questioned if the City received any revenue from the company which provides the lime sludge removal. Craig Cummings, Director of Water, addressed the Council. He was not aware payments received from this company within the last ten (10) years. Lime sludge removal was very labor intensive. Revenue was based on market value. The contract would be renegotiated this year.**

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the payment be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Permission to Seek Request for Proposals for the Purchase of Personal Computer Software, LAN Equipment, Printers, Other Computer Peripherals and Associated Maintenance

Annually, staff comes to Council to request permission to seek proposals or quotations on personal computers, computer software, network equipment and infrastructure, printers and other computer related peripheral equipment and associated maintenance budgeted for purchase during the fiscal year. Staff is requesting Council's permission to continue this form of purchasing for fiscal year 2007-2008.

Historically the Council's waiving of the bidding process for this type of equipment has been related to the State of Illinois Statute 132.6 and Chapter 16 Section 50 of the City Code. The State statute and past Council Resolutions waives the bidding process due to the complexity of

these specialized components, and the rapid industry changes to technology, where the time involved in the bidding process would be detrimental to the operations of the City as a whole.

Staff respectfully requests Council approval to continue participating in the Western States Contracting Alliance, U.S. Communities and State of Illinois, Central Management Services joint purchasing programs, and to pursue other joint purchasing opportunities that may become available. Staff will continue to confirm that these purchasing programs offer the best possible value by obtaining price comparisons from other industry sources.

Respectfully,

Scott Sprouls  
Director of Information Services

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that staff be authorized to seek request for proposals for the purchase of Personal Computers, Computer Software, LAN Equipment, Printers, Other Computer Peripherals, and Associated Maintenance.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Purchase of Security Appliance and Desktop Security Agents

Staff respectfully requests Council approval to purchase a Cisco MARS (Monitoring, Analysis and Response System) appliance and a CSA (Cisco Secure Agent) desktop and server security system. These two systems are part of an overall network security model that provides active monitoring and self-defending capabilities. These items have been budgeted for in fiscal year 2006-2007.

The MARS appliance will allow staff to monitor system logs from the network switches/routers, servers, firewall and future network devices. It will be configured to notify staff of network activity defined as unusual and actively make adjustments to the network to mitigate potential

risks or block actual attacks. Staff believes that the state of network and Internet security calls for such a device to help manage and protect the City's computing resources.

The CSA system will increase protection for the City's network server and desktop computers. Although it doesn't replace virus scanning on these computers, it does increase the level of security by acting as a personal firewall and offering proactive protection against unknown threats, along with new exploits and variants that are trying to take advantage of published and unpublished vulnerabilities. CSA will also provide a level of security for the City's laptops that will allow them to safely connect to public networks while City users are traveling.

Staff has requested proposals for these systems, and the associated implementation and configuration services, from the following Cisco partners. Verizon Enterprise Solutions did not actually provide pricing for implementation/configuration, so were only considered for the purchase of the equipment and software licenses.

Sentinel Technologies	Springfield, IL	\$69,990.00 **recommended
Burwood Group	Bloomington, IL	\$81,715.65
Verizon Enterprise Solutions	Bloomington, IL	\$73,307.83 w/o services

Staff respectfully requests that Council approve the purchase of Security Appliance and Desktop Security Agents from Sentinel Technologies in the amount of \$69,990, and the Purchasing Agent authorized to issue a Purchase Order for same. Payment will be made with funds budgeted in the Information Services Equipment Fixed Asset account (F11610-72120).

Respectfully,

Scott Sprouls  
Director of Information Services

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that Security Appliance and Desktop Security Agents be purchased from Sentinel Technologies in the amount of \$69,990, and the Purchasing Agent authorized to issue a Purchase Order for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**



April 23, 2007

1837

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Replacement of Large Format Printer for Engineering

Staff respectfully requests Council approval to replace a fully depreciated large format printer (plotter) scheduled and budgeted for replacement in fiscal year 2006-2007. This plotter is in constant use in the Engineering Department for printing designs, drawings, maps and other items requiring a large format. It has been in service for over five (5) years and is need of replacement. The replacement plotter would be purchased under the current waiver of the bidding process, whereby Council authorized staff to purchase directly from the Hewlett Packard Western States Contracting Alliance.

HP DesignJet 4500 plotter	HP WSCA Contract	\$13,395.00
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Staff respectfully requests that Council authorize the Purchasing Agent to issue a Purchase Order for \$13,395 to HP Western States Contracting Alliance, with payment to be made with funds budgeted in the Information Services Equipment Fixed Asset account (F11610-72120).

Respectfully,

Scott Sprouls  
Director of Information Services

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the large format printer for the Engineering Department be purchased from HP Western States Contracting Alliance in the amount of \$13,395, and the Purchasing Agent be authorized to issue a Purchase Order for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Permission to Donate or Sell Surplus Computers and Equipment

During prior fiscal years, Council has authorized staff to donate the City's old, fully depreciated, computers and equipment to a worthy cause. For fiscal year 2007-2008, staff is again requesting Council's permission to donate to organizations wishing to obtain this equipment.

The City may also have old surplus computer/networking equipment that these organizations can not use. In this case, staff would attempt to sell this equipment to one of several re-manufacturers of used computer/networking equipment. Staff might also use public or electronic auctions as an alternative for selling surplus equipment.

Finally, it is possible there will be old equipment that staff is unable to dispense by any of these methods. In this case, staff requests Council's permission to safely and legally dispose of this equipment.

Respectfully,

Scott Sprouls  
Director of Information Services

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the staff be authorized to donate, sell, or dispense of the City's old, fully depreciated computers and equipment.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Roosevelt Sewer Lining: Wood to South Slough

Bidding proposals for Roosevelt Sewer Lining: Wood to South Slough were received until 10:00 a.m. on Monday, April 16, 2007, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Reynolds Inliner	\$	331,250.00		
Michels Corp	\$	397,185.00	(as read)	\$400,185.00 (as corrected)
Visu-Sewer	\$	253,200.00		**Bid Withdrawn**
<b>Insituform</b>		<b>\$264,750.00</b>	<b>(Low Bid)</b>	
Hoerr Co.	\$	342,550.00		
Engineer's Estimate	\$	390,750.00		
Budget	\$	370,000.00	Sewer Depreciation Funds	

This project consists of installing 1700 feet of 36 inch cast in place pipe.

Although Visu-Sewer's bid was the lowest bid, staff has received a letter requesting that their bid be withdrawn. Visu-Sewer's request to withdraw their bid indicated that due to a clerical error, their bid was underestimated. Staff has accepted Visu-Sewer's request to withdraw their bid and respectfully recommends that Council accept the apparent lowest responsible bid of Insituform in the amount of \$264,750 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Alderman Purcell questioned the process to install linings. Kevin Kothe, Design Engineer, addressed the Council. The linings were inserted through man holes. They will probably be in pieces. They were flexible and were inserted into the pipes and then cured in place. This was a lower cost compared to total replacement.**

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the bid from Visu-Sewer be withdrawn and the bid be awarded to Insituform in the amount of \$264,750 and, further, that 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Belmont Sewer Lining: Olive to Washington

Bidding proposals for Belmont Sewer Lining: Olive to Washington were received until 10:00 a.m. on Monday, April 16, 2007, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Reynolds Inliner	\$	67,390.00	
Michels Corp	\$	58,265.00	
Visu-Sewer	\$	60,800.50	
<b>Insituform</b>	<b>\$</b>	<b>52,850.00</b>	<b>(Low Bid)</b>
Hoerr Co.	\$	57,380.00	
Engineer's Estimate	\$	87,100.00	
Budget	\$	85,000.00	Sewer Depreciation Funds

This project consists of installing 870 feet of 12 inch cast in place pipe and 470 feet of 15 inch cast in place pipe.

Staff respectfully recommends that Council accept the low bid of Insituform Technologies USA, Inc. in the amount of \$52,850 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen  
 Director of Engineering

Tom Hamilton  
 City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the bid be awarded to Insituform Technologies USA in the amount of \$52,850, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 2007 Curb and Gutter Improvements

Bidding proposals for the 2007 Curb and Gutter Improvements were received until 10:00 a.m. on Monday, April 16, 2007, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Stark Excavating, Inc.	\$ 951,980.65
Rowe Construction	\$ 817,603.74 (Low Bid)

Engineer's Estimate	\$ 868,645.00
---------------------	---------------

Budget:

Curb & Gutter	\$ 500,000.00	CIF X40100-72530
Festival Park	\$ 152,563.64	Cultural Campaign Fund X21110-72520
Fire Training Fac.	\$ 28,550.50*	CIF X40100-72520 *Remaining Budget

The original budget for the Fire Department Training Facilities was \$50,000, but \$21,449.50 was spent on the General Resurfacing contract to build a driveway, leaving a balance of \$28,550.50.

This project consists of curb and gutter replacement, sidewalk replacement, milling, and asphalt resurfacing for the following locations:

- Mulberry Street from Allin Street to Madison Street
- Oakland Avenue from Gridley Street to Clayton Street (widening to three lanes)
- Festival Park – curb and gutter, sidewalk construction and pavement removals
- Hamilton Road Fire Station Training Site Improvements

The bid also included as an Alternate A, resurfacing of Mulberry Street and Oakland Avenue. Since the base bids exceed budget, staff recommends deferring the resurfacing and completing it under the Resurfacing Contract. In order to stay within budget, staff recommends limiting the project on Mulberry Street from Oak Street to Madison Street.

Staff respectfully recommends that Council accept the low bid of Rowe Construction in the amount of \$817,603.74 and that the work to be completed be limited to \$681,114.14, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Alderman Schmidt questioned the time table for this project and also if there would be any property acquisition surrounding this project. Kevin Kothe, Design Engineer, stated the City currently had an existing fifty foot (50') right of way on that portion of Oakland Avenue. The parkway along this specific stretch of Oakland Avenue will disappear. There would be a six foot (6') sidewalk. There will be more efficient traffic flow. Work is scheduled to begin this summer. Residents have not been formally notified. Tom Hamilton, City Manager, informed the Council an inspector would be assigned to this project. He would be able to answer resident's questions. Alderman Finnegan questioned what had been removed to meet budget. Mr. Kothe stated that the Mulberry Street project had been deferred.**

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the bid be awarded to Rowe Construction in the amount of \$817,603.74 and that the work to be completed be limited to \$681,114.14, 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 - Four (4) Rotary Mowers

On Tuesday, April 3, 2007, at 11:00 a.m. bids were publicly opened and read for the purchase of four (4) rotary mowers for the Golf Division of the Parks and Recreation Department. Three (3) Jacobsen rotary mowers and one (1) Kubota rotary mower will be traded in on these units. Two (2) of these units have flail mowing decks attached. Two firms submitted complete bids and the proper bid documents. The bids were as follows:

<b>FIRM</b>	<b>TRADE ALLOWANCE</b>	<b>NET BID PRICE</b>
Nord Outdoor - Bloomington, IL	\$28,000	\$53,286*
Birkey's Farm Store - Urbana, IL	\$3,500	\$66,900

\*Low and recommended bid

The Kubota F2880 bid by Nord Outdoor meets the specification. The Golf Division has used Kubota mowers in the past and has been very satisfied with their performance.

Staff respectfully requests that Council accept the low bid of \$53,286 submitted by Nord Outdoor and authorize the Purchasing Agent to issue a purchase order for same. A total of \$64,000 was budgeted in the Fixed Asset Replacement Fund, accounts F14150-72140, F14152-72140, and F14154-72140 for these units.

Respectfully,

John Kennedy

Asst. Dir. of Parks and Recreation

Dean Kohn

Director of Parks and Rec.

Tom Hamilton

City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the bid be awarded to Nord Outdoor in the amount of \$53,286, and the Purchasing Agent authorized to issue a Purchase Order for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 and Purchase a Debris Blower

On Monday, April 9, 2007 Council approved the low bid for a debris blower for the Golf Division of the Parks and Recreation Department to Birkey's Farm Store in the amount of \$5,600. The Parks Division has a need for an additional debris blower. Birkey's Farm Store has agreed to honor the same price for an additional debris blower.

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of a second debris blower Birkey's Farm Store in the amount of \$5,600, the Purchasing Agent be authorized to issue a purchase order for same, and the Resolution adopted. There are sufficient funds available in F14110-72140 for this purchase.

Respectfully,

John Kennedy  
Asst. Dir. of Parks & Recreation

Dean Kohn  
Director of Parks & Rec.

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 29**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF A SECOND DEBRIS BLOWER FOR THE  
PARKS AND RECREATION DEPARTMENT FROM BIRKEY'S FARM STORE AT A  
PURCHASE PRICE OF \$5,600**

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 Purchase a second debris blower for the Parks and Recreation Department from Birkey's Farm Store at a Purchase Price of \$5,600.

ADOPTED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**Motion by Alderman Finnegan, seconded by Alderman Matejka that the formal bidding process be waived, the purchase of a second debris blower from Birkey's Farm Store be approved in the amount of \$5,600, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 and Approve the Purchase of Consulting Services for Classified (Non Union) Pay for Performance Compensation Program

Staff respectfully requests that Council waive the formal bidding for consulting services for the classified employee (non-union) compensation program. The consultant will assist staff in adjusting current pay ranges and preparing guidelines for pay increases to ensure internal and external pay equity.

In 1990, the City established a compensation plan for all classified (non-union) positions tying job performance to pay. Hay Management Consultants (Hay) was hired in 1992 to assist the City in the development of the overall compensation program. Hay was selected because its system is the most widely used single process for job evaluation in existence and the City has continued to utilize their services to maintain consistency in its program.

Program Update: Staff has requested updates from Hay yearly or every other year to ensure that the City's compensation program maintains its internal pay equity and consistency with other like governmental entities. Hay last conducted this review for the City in 2006. During the intervening time, a number of issues have been identified in the classified pay system requiring the addition of pay grades and salary adjustments for a number of positions. To ensure consistency in the changes that have been made, staff is requesting funds for an update to the pay program for the new fiscal year. The total cost expected for this project will not exceed \$15,500. Funds for this project have been budgeted in line item 11410-70990.

Respectfully,

Laurie Wollrab  
Compensation and Benefits Manager

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 30**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND APPROVING AN AGREEMENT WITH HAY MANAGEMENT CONSULTANTS TO PROVIDE CONSULTING SERVICES FOR THE HUMAN RESOURCES DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$15,500**

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

1. That the bidding process be waived and approving an agreement with Hay Management Consultants to provide Consulting Services for the Human Resources Department in an amount not to exceed \$15,500.

ADOPTED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the formal bidding process be waived, the agreement with Hay Management Consultants be approved in an amount not to exceed \$15,500, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 and Purchase a ClearCom Wireless Intercom System through Professional Audio Designs Inc. for the Bloomington Center for the Performing Arts (BCPA)

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of a four (4) unit wireless intercom system from Professional Audio Designs, Inc. Professional Audio Designs, Inc. has provided the best price available through the state contract with the US Communities Cooperative purchasing program.

ClearCom is the brand of intercom specified on 90% of touring artist's contracts and is the brand of equipment already at the BCPA. Professional Audio Design Inc. was the installer of the current audio system and will ensure that the new system will interface well with current equipment. System scope and features were planned to enhance the safety of stage operations to enable the stage manager and fly system operators to move freely about the stage while still in constant communication with the rest of the stage crew. The current hardwired system requires the user to be attached to an outlet on the wall and trail a cord behind them, restricting movement and presenting entanglement hazards.

Staff respectfully recommends that Council waive the formal bidding process and approve the purchase of one (1) ClearCom model WBS-670 base station, four (4) WTR-670 belt packs, plus four (4) CC-26 Lightweight Headsets. The total costs of these units and related equipment is \$7,042. Funding for this acquisition will come from account X21100-70420 of the Cultural District budget.

Respectfully,

C. Bruce Marquis  
Executive Director, Cultural District

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 31****A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF ONE (1) CLEARCOM MODEL WBS-670 BASE STATION, FOUR (4) WTR-670 BELT PACKS, PLUS FOUR (4) CC-26 LIGHTWEIGHT HEADSETS FOR THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS FROM PROFESSIONAL AUDIO DESIGNS, INC. AT A PURCHASE PRICE OF \$7,042**

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 Purchase one (1) ClearCom model WBS-670 base station, four (4) WTR-670 belt packs, plus four (4) CC-26 Lightweight Headsets from Professional Audio Designs, Inc. for the Bloomington Center for the Performing Arts in the amount of \$7,042.

ADOPTED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the formal bidding process be waived , the purchase of one (1) ClearCom model WBS-670 base station, four (4) WTR-670 belt packs, plus four (4) CC-26 Lightweight Headsets from Professional Audio Designs, Inc. be approved in the amount of \$7,042, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 and Purchase Additional Police Mobile Video Systems

With the addition of two (2) marked Police vehicles to the Police Department fleet, it is necessary to equip these vehicles with in-car video systems. AMR Digital Corporation is the vendor for the current system. In order to maintain the integrity of this system it is necessary to purchase identical units.

Staff respectfully requests that Council waive the formal bidding process, and approve the purchase of two (2) digital in-car video systems from AMR Digital at a cost of \$4,200 each, totaling \$8,400, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted. Funds for this purchase were budgeted in line F15110-72140.

Respectfully,

Roger J. Aikin  
Chief of Police

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 32**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF TWO (2) IN-CAR VIDEO SYSTEMS FOR THE  
POLICE DEPARTMENT FROM AMR DIGITAL FOR A TOTAL PURCHASE PRICE  
OF \$8,400**

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 Purchase two (2) in-car video systems for the Police Department from AMR Digital for a total Purchase Price of \$8,400.

ADOPTED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the formal bidding process be waived, two (2) in-car video systems be purchased from AMR Digital in the total amount of \$8,400, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 and Negotiate the General Resurfacing Contract

Staff respectfully requests that Council waive the formal bidding process and authorize staff to negotiate the general resurfacing contract for the fiscal year 2007-2008 with UCM/Rowe for a price not to exceed \$1,770,000. In early 2001, Rowe Construction; Illinois Valley Paving; RA Cullinan, and others formed UCM/Rowe and subsequently purchased Freesen, Inc. Since that time, UCM/Rowe has been the only bidder to submit a bid for the City's bituminous concrete (asphalt) resurfacing projects. Liquid asphalt and fuel costs continue to rise and UCM/Rowe is in a position to have employees and machinery available to begin resurfacing work.

Staff is of the opinion that negotiating prices with UCM/Rowe will result in cost savings for the City by taking advantage of a soft construction market and eliminating time spent by staff preparing bid documents. Negotiating a similar contract last year saved the City approximately

\$2.00 per ton versus the bid price for Motor Fuel Tax funded resurfacing. Additionally, negotiating prices will allow the work to begin sooner than if let for bids.

After prices with UCM/Rowe have been negotiated, staff would then return to Council for authorization to enter into a contract. Money has been budgeted for this work in the fiscal year 2007-2008 budget as follows:

Resurfacing and Recycling	\$1,200,000	CIF (X40100-72530)
Wood St Mill and Resurface	\$550,000	CIF (X40100-72530)
Lake Bloomington Roads	\$20,000	WDF (X40100-72530)

Staff respectfully requests that the formal bidding process be waived, and staff be authorized to negotiate a general resurfacing contract.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the formal bidding process be waived and staff authorized to negotiate a general resurfacing contract for the 2007 - 2008 fiscal year.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 and Accept a Quotation for the Purchase of Copper Cable for the Replacement of the Cable Supplying Electricity to the High Service Pump Motors

The High Service pumps at the Water Treatment Plant are in need of new wiring from the electrical panels to the pump motors. Failure of this wiring is not an option, thus the wire is being

replaced on a preventative basis. Staff sought quotations for this wire from qualified vendors. The quotations were as follows:

Englewood Electric of Decatur	\$7,048.00
wireXpress of Decatur	\$7,920.00
Kirby Risk, Bloomington Office	\$9,279.60

The least expensive quotation was received from Englewood Electric of Decatur. Therefore, staff respectfully requests that Council waive the formal bidding process and approve the purchase of 1,320 feet of one conductor copper cable from Englewood Electric in the amount of \$7,048 and the Purchasing Agent be authorized to issue a Purchase Order for same. Payment will be made from Water Department, Purification Division, Fixed Asset Replacement Funds, Repair/Maintenance Non-Office (F5030-50300-50130-70590).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 33**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF 1,320 FEET OF ONE (1) COPPER CABLE FOR  
THE WATER DEPARTMENT FROM ENGLEWOOD ELECTRIC AT A PURCHASE  
PRICE OF \$7,048**

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 Purchase 1,320 feet of one (1) Copper Cable for the Water Department at a Purchase Price of \$7,048.

ADOPTED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk



**Motion by Alderman Finnegan, seconded by Alderman Matejka that the formal bidding process be waived, 1,320 feet of one (1) copper cable be purchased from Englewood Electric in the amount of \$7,048, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 and Approve a Professional Services Agreement with AB&H, A Donohue Group for the Sanitary Sewer Rate Study

Staff negotiated an agreement with AB&H, A Donohue Group, to provide professional services to perform a sanitary sewer rate study for an amount not to exceed \$12,000. The project will involve evaluating current sewer volumes and revenues along with projected expenses. The last rate study was performed by AB&H in April, 2001, but never implemented. The last sanitary sewer rate increase was implemented May 8, 1996. The sanitary sewer rate study is included in the current budget as \$45,000 in Sewer Depreciation Funds.

Staff respectfully recommends that Council waive the formal bidding process and approve an agreement with AB&H, A Donohue Group, to provide professional services for the sanitary sewer rate study on a time and materials basis for a total fee not to exceed \$12,000, and the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made with Sewer Depreciation Funds, X52200-72550.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 34****A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND APPROVING AN AGREEMENT WITH AB&H, A DONOHUE GROUP, TO PERFORM A SANITARY SEWER RATE STUDY FOR THE ENGINEERING DEPARTMENT FROM AT A PRICE NOT TO EXCEED \$12,000**

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

1. That the formal bidding process be waived and an agreement with AB&H, A Donohue Group, to perform a sanitary sewer rate study for the Engineering Department be approved in an amount not to exceed \$12,000.

ADOPTED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the formal bidding process be waived, the agreement with AB&H, A Donohue Group to perform a sanitary sewer rate study be approved in an amount not to exceed \$12,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

April 23, 2007

1855

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Waive the Formal Bidding Process and Purchase Distribution System Water Quality Monitoring Equipment for the Water Department

As part of the water distribution system water quality monitoring program, staff regularly reviews, continuously monitors, and collects water samples for a variety of quality controls. These measurements are useful for not only routine assessments of the distribution water quality but also for critical events. This process is part of the ongoing security enhancements for the drinking water system. Additionally, every data point collected helps develop a long-term database of baseline water quality and trends in the distribution system.

The monitoring devices recommended by staff are manufactured by the same company (Hach Water Distribution Monitoring (WDM) Systems whose equipment is installed throughout the water plant and at the water distribution chlorine monitoring locations. Hach Systems is a sole source supplier. The price breakdown is as follows:

Hach Water Distribution Monitoring (WDM) system	\$13,200.00
Internal Network Card	\$ 271.00
Hach WDM system PipeSonde in-pipe probe	\$ 8,650.00
Cable Assembly	\$ 36.50
Adapter	\$ 139.00
	=====
	\$22,296.50

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of the Hach WDM system including the PipeSonde in-pipe probe and ancillary equipment in the amount of \$22,296.50, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted. Payment will be made with Fixed Asset Replacement Funds, F50130-72140.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2007 - 35**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF A HACH WDM SYSTEM, PIPESONDE IN-PIPE  
PROBE AND ANCILLARY EQUIPMENT FOR THE WATER DEPARTMENT FROM  
HACH WDM SYSTEMS IN THE AMOUNT OF \$22,296.50**

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 Purchase a Hach WDM System, PipeSonde In-pipe probe and ancillary equipment for the Water Department from Hach WDM Systems in the amount of \$22,296.50.

ADOPTED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the formal bidding process be waived, the Hach WDM System, PipeSonde In-pipe probe and ancillary equipment be purchased from Hach WDM Systems in the amount of \$22,296.50, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Permission to Extend 50/50 Sidewalk Contract for O'Neil Skateboard Park

In the FY 2006-2007 Capital Improvement Budget, the Parks and Recreation Department has budgeted \$30,000 for the design services for the development of the skateboard park. Over the last couple of months staff has worked with several designers and completed this task at no cost.

The next task is to deal with the surface material for the skateboard park that will be located at O'Neil Park. Presently the surface material at this location is asphalt. The preferred surface material for these types of parks is concrete. On May 8, 2006, Council approved the 50/50 Sidewalk Replacement contract with JG Stewart at a price of \$3.95 per sq ft. for 4" concrete.

Over the last couple of months other projects that have been let for bid, the pricing for concrete has been anywhere from \$6.00 - \$8.00 per sq ft. for 4" concrete. With that in mind, staff has contacted JG Stewart and inquired if they would be willing to extend this price for the skateboard park project at O'Neil Park. They have agreed to the price extension.

In summary, staff respectfully requests permission to extend this agreement with J.G. Stewart to replace the asphalt surface material with concrete at the extended contract price of \$3.95 per sq. ft. for 4" concrete.

Respectfully,

Dean Kohn  
Director of Parks & Recreation

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the 50/50 Sidewalk Replacement Contract with JG Stewart be extended to include resurfacing the asphalt at O'Neil Park with concrete at a price of \$3.95 per sq. ft. for 4" concrete.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Lease Extension for R.T. Dunn Fields

In 1987 the City entered into a lease with the State of Illinois to develop and use the open space east of the National Guard Armory, commonly called R.T. Dunn fields, for softball and soccer fields. The initial term of the lease was from October 1, 1987 until September 30, 1992 and was renewable in five (5) year increments up to a total of twenty five (25) years.

The arrangement benefited both parties and the lease has been renewed periodically through the years. The lease was up for renewal again this fall. The National Guard wanted to make some minor changes to the agreement and offered to extend the term in exchange for the City entering into a new lease agreement. The initial lease will terminate with no option to renew in 2013. The new lease would be for an initial three (3) year term and renew automatically annually thereafter.

The new lease agreement is identical to the existing one except in the following respects: 1.) it expands the list of equipment the City can place on the property to include refreshment stands, trash receptacles and safety nets, and 2.) it obligates the City to remove brush generated by the National Guard in addition to performing other maintenance on the property. Staff has no objection to any of the changes and respectfully recommends Council approval.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Tom Hamilton  
City Manager

### **INTERGOVERNMENTAL AGREEMENT**

This Agreement is entered into pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) between the ILLINOIS DEPARTMENT OF MILITARY AFFAIRS (DMAIL) and the BLOOMINGTON PARKS AND RECREATION DEPARTMENT (City), to allow City to utilize the following premises on the terms and conditions listed below:

1. **PREMISES:** City will be allowed to use the BG Richard T. Dunn Softball/Soccer Fields, as shown on Exhibit 1 which is attached hereto and incorporated by reference, along with the parking areas as shown on that Exhibit.
2. **TERM:** This Agreement shall be effective on November 1, 2006, and shall terminate on October 31, 2009, unless either DMAIL or City elect to terminate this Agreement by giving ninety (90) days prior written notice to the other party. This Agreement supersedes any prior Agreements between the parties concerning the use of DMAIL facilities and, unless terminated by either party as noted above, shall be automatically renewed without further action by either party for one-year periods beginning on November 1, 2009.
3. **RENT:** City's use of the Premises shall be rent free under this Agreement. However, City agrees to use and maintain the Premises during the term of this Agreement in accordance with the provisions of paragraph 4 below.

4. USE OF PREMISES: City will use the Premises only for scheduled softball and soccer games as part of the City's established recreational program, and City's use of the Premises will be subject to the following conditions and restrictions:

a. City will maintain the chain link fence, as shown on Exhibit 1, in good repair and at no cost to DMAIL. Except for the chain link fence, no other permanent structures will be erected on the Premises without the prior written approval of the Adjutant General.

b. City may place the following temporary items on the Premises at City's sole expense, but said placement will be coordinated with DMAIL's Armory Manager, and the items will be placed so they do not interfere with DMAIL's military use of the Premises. Electric power costs will be the City's sole responsibility, and City will not use DMAIL's electric power system at any time.

- 1) Portable bleachers;
- 2.) Portable dugouts;
- 3.) Temporary fencing;
- 4.) Lighting;
- 5.) Portable rest rooms;
- 6.) Portable soccer goals;
- 7) Score boards;
- 8.) Portable equipment storage boxes;
- 9.) Refreshment stands;
- 10) Trash receptacles; and
- 11.) Safety net along east boundary of the field.

c. In the event DMAIL withdraws approval for any of the above temporary items which have been placed upon the Premises by City, City agrees to remove same at its own expense and within the time limits specified by DMAIL.

d. City will, at its own expense, maintain the Premises in good condition, to include all access roads, parking areas, and City's temporary items. In this regard, City will be responsible for mowing the Premises as required for its activities, and City will be responsible for pickup and disposal of tree limbs/branches or other lawn waste generated by DMAIL's maintenance of the Premises.

e. City will coordinate and schedule its activities with DMAIL, in writing, at least thirty (30) calendar days prior to such use, to ensure no conflict with military use of the Premises. In this regard, City will not be allowed to use the Premises on scheduled unit training assembly dates, or on dates when other military units are using the Premises on a "stopover" basis.

f. City will maintain the sign naming the area (i.e., "BG Richard T. Dunn Softball/Soccer Fields") in good condition throughout the term of this Agreement.

g. City will submit, in writing, all plans for improvements, alterations, erection of facilities, or placement of equipment for approval by the Adjutant General or his designee prior to execution of any such plans.

h. City will provide adequate crowd control, traffic control, and local security at all times during its activities on the Premises.

i. The City agrees to indemnify, save and hold harmless the State of Illinois, the Department of Military Affairs, and all of their officers, enlisted personnel, agents and employees, from and against any and all claims, demands, actions or causes of action, costs and expenses, including attorney's fees, for or on account of any property damage or loss, or personal injury or death, arising out of or in any way related to the City's use of the Premises.

j. The City hereby covenants and agrees to provide liability and property damage insurance, with DMAIL as a named insured, to cover claims for personal injury or death sustained by any person, and to cover claims for damage to or loss of personal property, or State or Federal property, arising out of or in any way related to City's management, conduct, or use of the Premises, regardless of whether such damage was caused by the City's agents or servants, participants, spectators, or others. DMAIL shall also have the right, but shall not be obliged, to repair any such damage to State or Federal property, and the City shall be responsible for the costs thereof, which shall be paid by the City within ten (10) days after receipt of written notice of such costs. City shall provide proof of such insurance, on an annual basis, with a certificate identifying DMAIL as a named insured.

k. City will keep the Premises clean and in orderly condition during its activities, and all waste generated will be properly disposed of in City's trash receptacles, which shall be picked up or emptied at the City's expense after each activity.

l. No alcoholic beverages will be dispensed, consumed, or sold on the Premises during the City's activities.

5. **MILITARY USE:** Notwithstanding the foregoing provisions, DMAIL will have exclusive use of the Premises during scheduled unit training assemblies and at such other times when, in the sole judgment of the Adjutant General or his designee, military necessity requires such use. The Adjutant General will give such advance notice to City as is reasonable when such exclusive use is required, and City will be notified of unit training assembly dates upon request by City. The Adjutant General will also be the final authority on all matters concerning this Agreement when military readiness or training may be affected by City's use of the Premises as provided herein.

6. **LIABILITY:** City shall exercise its privileges hereunder at its own risk. All injuries to City personnel, including its invitees and guests, or damage to City property incurred while utilizing the premises, are the sole responsibility of City, and DMAIL will assume no liability therefore.



7. APPLICABLE LAWS AND REGULATIONS: City shall conduct its activities under this Agreement in full compliance with all applicable Federal and State laws and regulations. City will also be subject to all rules, regulations, and policies published by DMAIL concerning the use of DMAIL property except as otherwise provided herein.

8. ASSIGNMENT: City will not assign any of its rights under this Agreement.

9. OPERATION OF PROGRAMS: The parties agree that each party's programs and activities are to function as completely separate entities with no overlap of authority, duties, or responsibility other than those contained in this Agreement.

10. NOTICE: The word "notice" whenever used in this Agreement shall be deemed to be a written notice, and every such notice may be served personally by delivering a copy thereof to the Armory Manager or to the City Director of Parks and Recreation, with a copy mailed by United States Mail, postage prepaid, addressed to the Department of Military Affairs as follows:

Department of Military Affairs  
ATTN: Director of Facilities  
1301 N. MacArthur Blvd.  
Springfield, IL 62702-2399

and to City as follows:

Bloomington Parks and Recreation Department  
ATTN: Director  
P.O. Box 3157  
Bloomington, IL 61702-3157

Mailing of such notice, by registered or certified mail, return receipt requested, shall be equivalent to personal notice, and such notice shall be deemed to have been given three (3) days after the date of mailing.

In Witness Whereof, the parties hereto have executed this Agreement on the dates indicated below.

STATE OF ILLINOIS  
DEPARTMENT OF MILITARY AFFAIRS

~~BLOOMINGTON PARKS AND  
RECREATION DEPARTMENT~~

By: Randal E. Thomas  
Major General (IL), ILARNG  
The Adjutant General

By: Stephen F. Stockton  
Mayor

Date:

Date: April 24, 2007

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Lease 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Amendment to Lease with Pitney Bowes for DM1000

On December 22, 2003, the City entered into a lease with Pitney Bowes for a DM1000. This machine offers Weigh on the Weigh Capabilities. Effective May 14, 2007, the United States Postal Service, (USPS), will begin Dimensional Shape Based Rates. These new rates mean that staff must consider the weight, thickness, length and height of a piece of mail to properly calculate postage.

Pitney Bowes is offering an upgrade to the DM1000 to address the new rate shaped pricing. Staff is scheduled to attend a seminar on Tuesday, April 24, 2007 in Peoria. This seminar will provide information regarding how these changes will affect the City and offer ideas on how to mitigate these increases.

Once the module is ordered, installation will be on a first come/first serve basis. The installation time line is thirty to forty-five (30 – 45) days. The co-terminous add on cost to the City's current agreement will be \$256.00 per quarter.

Staff respectfully requests that the change order be approved and staff be authorized to order the Shaped Based Rating Module for the DM1000.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the change order be approved and staff be authorized to order Shaped Based Rating Module for the DM1000 at an additional cost of \$256 per quarter.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order #1 to the Contract with Heart Technologies for the Installation of a Structured Cabling System on the 3<sup>rd</sup> Floor of the Government Center

In November 2006, Council awarded the Structured Cabling System installation contract for the Government Center third floor to Heart Electronics, of East Peoria, in the amount of \$50,573.03. Heart Technologies has completed the installation to the specifications provided in the original contract.

During the installation process, however, Heart was asked to provide materials and workmanship above what was called for in the original specifications. These requests came in the form of the following items:

- additional cable management equipment in the data room
- location and termination of copper cabling leading from the Government Center to the out building (old guard shack) across East Street
- installation of time clocks on the third floor and the guard shack
- installation of two (2) 2-drop and one (1) 4-drop network locations not specified on the original Structured Cabling System design

This will be the first and last change order for this contract as all items have been completed. Staff has received detailed billing for these change orders totaling \$3,259.89 and finds these charges to be in order. Therefore, staff respectfully requests Council's approval of these change orders to be paid from the Government Center Maintenance account (G15485-70510).

Respectfully,

Scott Sprouls  
Director of Information Services

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Change Order be approved.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Renewal of Proposal for Towing Over 10,000 Gross Vehicle Weight

On July, 24 2006, Council approved a Request for Proposal with Southtown Wrecker for towing, winching, and vehicle storage services for City owned vehicles over 10,000 GVW. Southtown Wrecker has performed very well for the City since accepting the proposal. At Council's discretion, the Request for Proposal (RFP) for these services was to be for a five (5) year period, renewable annually with Council approval.

Staff respectfully recommends renewing the proposal for towing over 10,000 GVW with Southtown Wrecker for one (1) additional year. This will be the second year of the possible five (5) year proposal.

Respectfully,

Daniel E. Augstin  
Director of Fleet Management

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the proposal for towing over 10,000 GVW with Southtown Wrecker be renewed for one (1) additional year, and the Purchasing Agent be authorized to issue a purchase order for same.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of 308 Tanner Street

There are four (4) parcels of property on the south side of Tanner Street lying between the Miller Park lagoon and Forest Park that the City needs to acquire. The property is needed to upgrade and realign Tanner Street to handle traffic after the State of Illinois closes Springfield Road and to improve the intersection of Tanner Street and Morris Avenue. All of the property is not needed for the road however, any surplus land could be incorporated into Forrest Park.

Jon and Connie Denison own two (2) of the parcels. The Denisons have agreed to sell both to the City for a total purchase price of \$131,000. One of the parcels is an empty lot that is suitable for building. The other is improved with a single family residence. The property was appraised and staff also reviewed an appraisal provided by the Denisons. The price is supported by the appraisal information. Staff believes the agreed upon price to be paid is just compensation for the land and respectfully recommends Council approval.

Respectfully,

Hannah R. Eisner  
Deputy Corporation Counsel

Tom Hamilton  
City Manager

**CONTRACT FOR SALE OF REAL ESTATE**

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

THIS CONTRACT is entered into between Jon E. And Connie M. Denison, hereinafter referred to as Seller, and City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate, to-wit:

Tract No. 1:

The East ½ of Lot 3 in County Clerk's Subdivision of Lot 6 of the Subdivision of the Southeast ¼ of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

Tract No. 2:

Lot 2 in County Clerk's Subdivision of Lot 6 of the Subdivision of the Southeast ¼ of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

with improvements, commonly known as 308 Tanner Street located thereon, to Buyer, who agrees to pay \$131,000.00 therefore ~~in the manner following: \$ (inclusive of earnest money) upon the execution of this Contract:~~

~~\_\_\_\_\_ A. To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 8;~~

~~\_\_\_\_\_ B. To be held in escrow until closing;~~

~~\_\_\_\_\_ C. To be delivered to Seller, receipt of which is hereby acknowledged;~~

~~and the remainder by cashier's check, certified funds or the equivalent on or before the 30<sup>th</sup> day of April, 2007, and on receipt of deed.~~

2. **EVIDENCE OF TITLE:** ~~Not less than 14 days prior to closing, Seller will furnish Buyer with~~ Buyer shall obtain written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to the said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and deliver possession to Buyer upon payment being made as herein provided, on or before the 1<sup>st</sup> day of June, 2007. ~~Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.~~

4. **INSURANCE:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Buyer shall pay all general real estate taxes assessed for 2006 and subsequent years.

6. **ENCUMBRANCES:**

- A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
- B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** (Deleted)

8. **FINANCING:** (Deleted)

9. **TERMITE PROVISION:** (Deleted)

10. **EQUIPMENT & INSPECTIONS:**

A. **EQUIPMENT:** (Deleted)

B. **INITIAL INSPECTIONS:** (Deleted)

C. **RADON TESTING:** (Deleted)

D. **WELL/SEPTIC TESTING:** (Deleted)

E. **TOXIC OR HAZARDOUS WASTE:** Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

F. **FINAL INSPECTION:** (Deleted)

11. **LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS:** (Deleted)

12. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

13. **ADDITIONAL PROVISIONS:**

~~A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;~~

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

~~D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);~~

E. Time is of the essence of this Contract;

*F.. This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*

*G. Buyer shall reimburse Seller for moving expenses in accordance with the Illinois Department of Transportation Fixed Residential Moving Cost Schedule attached hereto as Exhibit A.*

14. **ESCROWEE:** (Deleted)

15. **NOTICES, ETC.:** Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

16. **PREPARATION AND APPROVAL:** This Contract was prepared by Hannah Eisner, Buyer's attorney, and approved by \_\_\_\_\_, \_\_\_\_\_ attorney.

17. **SETTLEMENT:** Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.



18. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)

19. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

20. **DEFAULT:** In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.

21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

**IN WITNESS WHEREOF,** the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

BUYER

Jon E. Denison      April 16, 2007

Stephen F. Stockton      April 24, 2007

Connie M. Denison      April 16, 2007

Tracey Covert      April 24, 2007

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Contract for the Sale of Real Estate with Jon and Connie Denison for the purchase of 308 Tanner Street in the amount of \$131,000 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Contracts

Staff respectfully requests approval of seven (7) contracts to engage persons and/or groups represented by Brad Simon Organization, Concerted Efforts, International Creative Management, Inc., John Lambert & Associates, Inc., Kid's Entertainment, Monterey International, and Siegel Artist Management to perform services in the Bloomington Center for the Performing Arts (BCPA) on dates agreed by staff. Base expenses for the contracts will be \$80,500.

Staff further respectfully advises Council that contract provisions prohibit public announcements of any persons/groups and/or dates of services until said contracts have been executed by both parties.

The selection of these groups was coordinated with the Cultural Commission and the Cultural District's Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the Cultural District and the Bloomington Center for the Performing Arts.

Staff respectfully recommends accepting the contract for the performances and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funding for these contracts will come from account X21100-70220 of the Cultural District budget, to be offset by future revenues.

Respectfully,

C. Bruce Marquis  
Executive Director, Cultural District

Tom Hamilton  
City Manager

(CONTRACTS WITH AGENCIES ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Contracts 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: License Agreement with Norfolk and Southern Railroad for Sanitary Sewer Under the Track at Abraham Road and Connected to the Brokaw Road Sanitary Trunk Sewer

Staff designed the Brokaw Road Sanitary Trunk Sewer to begin east of Towanda Barnes Road and south of the Norfolk and Southern Railway (NSR) and continue west past the Little Kickapoo Creek and into the existing East Side Interceptor. It will receive sanitary sewer flows via force mains from the Main Branch Kickapoo Creek Pump Station and receive gravity flow from a surrounding 1,600 acre area. Part of that area is north of the Norfolk and Southern Railway Company tracks.

To serve a portion of this northern area, a gravity sanitary sewer was designed to cross perpendicular to the Norfolk and Southern Railroad at Abraham Road approximately one half (1/2) mile south of Ireland Grove Road. Given this crossing, an Application for Pipe or Wire Occupancy was presented to and approved by Council on February 12, 2007, and subsequently sent to the subject railroad's agent, DMJM Harris.

DMJM Harris has approved the crossing of the railroad and is now requesting execution of a License Agreement. This License Agreement will need to be signed in duplicate by the Mayor and returned to DMJM Harris with a check. This check will need to be written in the amount of \$18,300 made payable to NSRR. The check will cover the insurance fee and one time license fee.

Staff respectfully requests that Council authorize the Mayor to sign the License Agreement with Norfolk Southern Railway Company and approve the insurance fee and one time license fee in the amount of \$18,300 with payment to be made from Sewer Depreciation Funds (X52200-72550)

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

THIS AGREEMENT, dated as of the 22<sup>nd</sup> day of May, 2007 is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

CITY OF BLOOMINGTON, a political subdivision of the State of Illinois, whose mailing address is 109 E Olive Street, Bloomington, Illinois 61701 (hereinafter called "Licensee").

#### WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove 18-inch ductile iron sanitary sewer pipe encased in a 30-inch steel pipe (hereinafter called the "Facilities") located in, under and across the right of way or property and any tracks of Railway, at Milepost SP-370.47, Frankfort-Farmdale Line, at or near Bloomington, McLean County, Illinois, the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibit A, dated February 16, 2007 and Pipe Data Sheet, attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right of way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of a EIGHTEEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$18,300.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000, and a one-time occupancy fee in the amount of \$17,300, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right of way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right of way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other

requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on , Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include,, without limiting the- generality of the foregoing, providing additional shielding, reactance it other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right of way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefore. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right of way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefore, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied- or assessed against the Facilities and any other equipment or other Property placed by Licensee within the Premises. In the event that any such. lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related' court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefore.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (t , any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000.00 per installation (herein called the "Risk Financing Fee") to

provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to the installation of the Facilities, or any subsequent entry by Licensee upon the Premises or other Railway property, Licensee, and each of its contractors, shall at its sole expense procure and maintain for the course of any such installation or entry, a Commercial General Liability Insurance policy having a combined single limit of not less than \$1,000,000 for each occurrence, naming Railway as an additional insured and containing products and completed operations and contractual liability coverage;

(iii) Prior to any entry upon the Premises or other Railway property occurring after installation of the Facilities, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor, shall at its sole expense procure and maintain during such entry a policy of Railroad Protective Liability Insurance naming Norfolk Southern Railway Company as a named insured and having combined single limits of not less than \$2,000,000 for each occurrence and \$6,000,000 in the aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 07 98 and Pollution Exclusion Amendment Form CG 28 31 07 98.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers, and be of such form and content, as may be acceptable to Railway. Evidence of such insurance (a certificate of insurance for the Commercial General Liability Insurance policy and an original Railroad Protective Liability Insurance policy for subsequent entry when Railway does not make available a risk financing fee therefore) shall be furnished to Railway's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 for review and approval.

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations in posed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises

arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;



(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately- surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefore; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No

provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefore, or (c) personal delivery, and addressed in each case as follows:

If to Railway:  
c/o Norfolk Southern Corporation  
1200 Peachtree Street, NE - 12th Floor  
Atlanta, Georgia 30309-3504  
Attention: Director Contract Services

If to Licensee:  
City of Bloomington  
401 ½ South East Street  
Bloomington, IL 61701  
Attention: City Division Engineering Department

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or

held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement 161 any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, • and property loss and damage which occurs by reason of, or arises out of, or is incidental to interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

NORFOLK SOUTHERN  
RAILWAY COMPANY

Nancy L. Smith  
As to Railway

By: Malcolm G. Roop  
Real Estate Manager

Witness:

CITY OF BLOOMINGTON

Tracey Covert  
As to Licensee

By: Stephen F. Stockton  
Title: Mayor

Activity Number 1097460  
JSM: March 27, 2007

(PIPE DATA SHEET AND LINE A PLAN & PROFILE BROKAW ROAD SANITARY TRUNK SEWER ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the payment 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Application for a Permit from the McLean County Highway Department to Install a Casing Pipe and Sanitary Sewer under Towanda Barnes Road

On March 12, 2007, Council awarded the construction of the Brokaw Road Sanitary Trunk Sewer to Stark Excavating. The work includes boring and jacking a 42" steel casing pipe under Towanda Barnes Road at Brokaw Road to encase the proposed 30" inch sanitary sewer. A permit is required from the McLean County Highway Department because this work will occur within the right of way of County Highway 29 (Towanda Barnes Road).

Staff respectfully recommends that Council approve the permit with the McLean County Highway Department and that the Mayor and City Clerk be authorized to sign the necessary documents.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Alderman Hanson questioned the time line and possible closings on Towanda Barnes Road. Kevin Kothe, Design Engineer, addressed the Council. The road would not be closed. Workers would dig a trench on the side of the road and pour the casing under the road. Towanda Barnes Road was a County Highway, McLean County needed to grant permission for the work to be done.**

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Permit 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Cooperative Agreement between the McLean County Soil and Water Conservation District and the City of Bloomington

Staff respectfully requests Council approval of the Annual Agreement between the City and the McLean County Soil and Water Conservation District for services promoting conservation practices in the Lake Bloomington and Evergreen Lake watersheds. The Agreement calls for the City to pay the District \$67,769 annually. These funds pay for the employment of Jim Rutherford at the District, and his sole responsibility is to assist the City in all of its conservation endeavors in the watersheds.

Jim has been invaluable to the City over the last several years by talking to farmers in the watershed about the conservation practices; how they can help to control sediment and nutrient runoffs in the watershed, and in assisting staff at the Lake in finding tile locations in order to continue other programs that are designed to improve water quality in the watersheds. Additionally, Jim oversees the City's participation in the Conservation Reserve Program; Nutrient Sampling Program in Money Creek and Six Mile Creek; Nutrient Management Program; Development of an Artificial Wetland at Lake Bloomington, and represents the City's interest on the Mackinaw River Watershed Planning Committee.

Staff believes that this Agreement has been very positive for the City in the past, and that it would continue to be positive in the future. Jim's services have allowed the City to continue a very comprehensive Lake Management and Watershed Management program, at both Lake Bloomington and Evergreen Lake. His services are needed to continue those efforts for the next several years. These funds are in the approved Water Department Budget and staff respectfully recommends that Council approve the Agreement as presented.

Respectfully,

Brian Brakebill  
Deputy City Manager

Tom Hamilton  
City Manager

**COOPERATIVE AGREEMENT  
BETWEEN THE MCLEAN COUNTY SOIL & WATER CONSERVATION DISTRICT  
AND THE CITY OF BLOOMINGTON**

This agreement is entered into on this 1<sup>st</sup> day of May, 2007, by and between the McLean County Soil and Water Conservation District and the City of Bloomington, Illinois to provide financial assistance to the District. The term of this agreement is for one (1) year, commencing May 1, 2007 and ending April 30, 2008.

**Purpose and Objective:**

The City of Bloomington, Illinois (the "City") desires to cooperate with the McLean County Soil and Water Conservation District (the "District") to encourage, promote and establish conservation practices in the Lake Bloomington and Evergreen Watershed areas to keep the soil on the land and out of the lakes.

**THE CITY AGREES TO DO THE FOLLOWING:**

1. The City will pay to the District in four (4) equal quarterly installments during the said term the total sum of sixty seven thousand seven hundred sixty nine dollars (\$67,769.00).

**THE DISTRICT AGREES TO DO THE FOLLOWING:**

1. The District shall apply said sum to administrative expenses, employment of a Watershed Soil Conservationist and to soil conservation educational programs and promotions.
2. The District shall prepare and submit to the City quarterly reports showing the application and manner of use of funds paid to it by the City.

**IT IS MUTALLY AGREED:**

1. The agreement shall be effective on the date appearing in the first paragraph and shall continue in effect through April 30, 2008.
2. Ninety (90) days prior to the expiration of said term, the City will consider renewal of the agreement for an additional one-year term.
3. The agreement may be terminated by either party hereto by written notice to the other party at least 90 days in advance of the effective date of termination.

MCLEAN COUNTY SWCD

THE CITY OF BLOOMINGTON

BY: Mike Kelley, Chairman

Stephen F. Stockton, Mayor

Attest:

Tracey Covert, City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of Gill Street Group, LLC, d/b/a Gill St. Bar & Restaurant, located at 3002 Gill St., for an RAS liquor license, which will allow which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Gill Street Group, LLC d/b/a Gill St. Bar & Restaurant, located at 3002 Gill 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 Stephen Stockton, Rich Buchanan, Marabeth Clapp and Steve Petersen; Lt. Tim Stanesa, Police Department, and Tracey Covert, City Clerk; and Scott Brown, owner/operator and applicant's representative.

Commissioner Stockton opened the liquor hearing. He requested that the license holder present the business plan. Scott Brown, owner/operator and applicant's representative, addressed the Commission. He informed them that he had purchased a twenty percent (20%) interest in the business. In addition, a new LLC had been formed.

Commissioner Stockton addressed the use of the outdoor area. Concerns have been raised by the Aldermen regarding this application. He requested that the motion for this application include Show Me's Condition No. 4, (the Commission reserves the right to regulate the use of the outdoor dining area to include the time of use, the time for liquor sales, the time for music live



and/or amplified, sound/visual baffling/barrier, and occupancy). He added that the former license also had a condition placed upon it. There shall be no live or outdoor music after 10:00 p.m. Mr. Brown agreed to these conditions. Commissioner Stockton noted that this condition granted more discretion on the part of the Commission. If initially, there are no problems then these conditions would not be used. A portion of Show Me's Condition No. 4 would be evoked, the limit of 10:00 p.m. for music. Mr. Brown expressed his concerns. Commissioner Stockton expressed his opinion that this application was vulnerable to the Council.

Commissioner Petersen questioned the type of music. Commissioner Stockton recommended live and/or amplified. Commissioner Buchanan expressed his opinion that the Commission would exercise good judgment.

Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for Gill Street Group, LLC, d/b/a Gill St. Bar & Restaurant, located at 3002 Gill St., be created, contingent upon compliance with all applicable health and safety codes and with the following condition: the Commission reserves the right to regulate the use of the outdoor dining are to include 1.) the time of use, 2.) the time for liquor sales, 3.) the time for music live and/or amplified, 4.) sound/visual baffling/barrier, and 5.) occupancy.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Alderman Huette expressed his appreciation of Mayor Stockton's efforts regarding the Gill St. liquor license. Alderman Huette believed this was a huge step in the right direction for liquor licenses within the City. The Liquor Commission used some of the conditions from Show Me's liquor license which involved music live and/or amplified and the times allowed.**

**Motion by Alderman Finnegan, seconded by Alderman Matejka that an RAS liquor license for Gill Street Group, LLC, d/b/a Gill St. Bar & Restaurant located at 3002 Gill St., be created, contingent upon compliance with all applicable health and safety codes and with the following condition: the Commission reserves the right to regulate the use of the outdoor dining are to include 1.) the time of use, 2.) the time for liquor sales, 3.) the time for music live and/or amplified, 4.) sound/visual baffling/barrier, and 5.) occupancy.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of Reality Bites, Inc., d/b/a Reality Bites, located at 414 N. Main St., currently holding 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 requesting an O addition to the liquor license

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Reality Bites, Inc., d/b/a Reality Bites, located at 414 N. Main St., currently holding 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 requesting an O addition to the liquor license. Present at the hearing were Liquor Commissioners Stephen Stockton, Rich Buchanan, Marabeth Clapp and Steve Petersen; Lt. Tim Stanesa, Police Department, and Tracey Covert, City Clerk; and Brian McCaslin, owner/operator and license holder's representative.

Commissioner Stockton opened the liquor hearing. He requested that the license holder present the business plan. Brian McCaslin, owner/operator and license holder's representative, addressed the Commission. Reality Bites request the addition of a sidewalk cafe. The cafe would consist of three (3) thirty inch (30") tall round tables. Each table would seat two (2). The cafe area would be roped off. The cafe would be located in front of the existing outdoor patio. He noted that during the dinner hour a host would be posted outside. He planned to use security staff during the night time hours. Patrons would enter on the cafe's south end. The north end would be roped off.

Commissioner Petersen noted that the cafe primary purpose would be for dining. Mr. McCaslin responded affirmatively. He restated that after dark security staff would be on duty and posted outside.

Commissioner Clapp noted that the patrons would be seated. No standing would be allowed. Mr. McCaslin responded affirmatively. He restated that Reality Bites staff would be present at all time.

Commissioner Stockton questioned if Mr. McCaslin understood the restrictions placed upon the O classification. He noted that the cafe would be located on the public right of way. It was not to be used as a bar area. Mr. McCaslin noted that the sidewalks would be kept clean. He stated that Reality Bites patrons should not smoke on the existing patio.

Commissioner Stockton noted the closing hour for a class O license. The midnight closing also required that the sidewalk be cleared. Other restrictions included 1.) not allow or permit any customer, employee or other person to remove alcoholic liquor from the area designated; 2.) not serve, allow or permit any person to be served, be in possession of, or consume alcoholic liquor in the area designated unless that person is utilizing the seating which has been provided; 3.)

comply with all requirements of Article IX of Chapter 38; and 4.) provide table service, which shall include food service. Commissioner Stockton noted the impact of the proposed state legislation, (Smoke Free Illinois).

Mr. McCaslin stated that the patio would act as a safe haven for smokers. He acknowledged that Reality Bites was not in full compliance with the City Code. Commissioner Stockton noted that the fifteen feet (15') restriction consumed most of the patio.

Commissioner Buchanan questioned if the cafe area could be used as the smoking area without any type of dividers. He questioned the restrictions placed upon a class O license.

Commissioner Petersen questioned if Reality Bites was a nonsmoking restaurant. Mr. McCaslin informed the Commission that Reality Bites has always been nonsmoking. Currently, patrons are using the patio for smoking purposes.

Commissioner Stockton noted that Mr. McCaslin had made an admission against interest. He also acknowledged that the license holder had reduced the size of the cafe to comply with the City Code.

Commissioner Stockton questioned if Show Me's Condition #4, (the Commission reserves the right to regulate the use of the patio dining area to include the time of use, the time for liquor sales, the time for music, live or amplified, sound/visual baffling/barrier, and occupancy), should be applied to this application. He noted that it would provide the City with flexibility. He expressed his discomfort with this application.

Commissioner Buchanan stated that the Commission should not require electronic video surveillance.

Commissioner Petersen questioned if other class O license holders allowed smoking. It was noted that Rosie's held the only other class O license. Commissioner Stockton noted that it would be allowed as long as the patron was fifteen feet (15') from the door.

Commissioner Stockton requested public input regarding this application. No one came forward to address the Commission.

Based on the above, the Liquor Commission recommends to the City Council that the addition of an O liquor license classification for Reality Bites, Inc., d/b/a Reality Bites, located at 414 N. Main St., currently holding an RAS liquor license be created, contingent upon compliance with all applicable health and safety codes and with the following condition: the Commission reserves the right to regulate the use of the patio dining area to include 1.) the time of use, 2.) the time for liquor sales, 3.) the time for music, live or amplified, 4.) sound/visual baffling/barrier, and 5.) occupancy.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the addition of an O classification for Reality Bites, Inc., d/b/a Reality Bites located at 414 N. Main St., currently holding an RAS liquor license be created, contingent upon compliance with all applicable health and safety codes and with the following condition: the Commission reserves the right to regulate the use of the patio dining area to include 1.) the time of use, 2.) the time for liquor sales, 3.) the time for music, live or amplified, 4.) sound/visual baffling/barrier, and 5.) occupancy.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of Duffy McKaw's, LLC, d/b/a Duffy McKaw's, located at 3805 Ballybunion, for an RAPS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of packaged alcohol for consumption off the premises seven (7) days a week

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of Duffy McKaw's, LLC, d/b/a Duffy McKaw's, located at 3805 Ballybunion, requesting an RAPS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises and the sale of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp and Mark Gibson; Tracey Covert, City Clerk; and Tripper Phipps, owner/operator and applicant representative.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present the business plan. Tripper Phipps, owner/operator and applicant representative, addressed the Commission. He reviewed the two (2) drawings which had been submitted. One drawing was of the business site, the other was of the building's interior. He requested that everything within the

yellow line on the first drawing be included in the premise. The parking lot would be shared with the Links golf course.

Commissioner Buchanan questioned the location of this site. Mr. Phipps noted that Duffy McKaw's would be located west of the Ireland Grove Rd./Towanda Barnes Rd. intersection. It was also located west of the Pony League fields. The Dunraven Subdivision was the closest residential development. Mr. Phipps noted the location on the City's GIS (Geographic Information System) map.

Commissioner Buchanan questioned access to this site. Mr. Phipps noted that the streets were new and were not shown on the map provided. He presented the Commission with a menu for Duffy McKaw's. He noted the hours of operation.

Commissioner Buchanan requested insight into the business plan. Mr. Phipps noted that families would be targeted. He cited the nearby location of the golf course, and baseball and soccer fields. The check average per person would be \$12.50. Duffy McKaw's would offer an all day menu. The restaurant would also offer an express lunch menu. Duffy McKaw's would be open all day to cater to the golf course patrons. Proposed sales were targeted at \$2 million. Liquor sales would equal eighteen percent (18%).

Mr. Phipps had partnered with the development group. This group would own the building. He would act as an operating partner. Mr. Phipps had hired a management team. One (1) staff member had fourteen (14) years of experience.

Commissioner Clapp questioned if there would be outside entertainment. Mr. Phipps responded affirmatively. Duffy McKaw's would offer one to three (1 - 3) men groups during the warm weather months. Entertainment would be offered on weekends only. He added that there might be an occasional week day night. Cost for entertainment would be of concern. People enjoy the pleasure of sitting outside and dining. Commissioner Clapp noted that outdoor entertainment had become a sensitive issue.

Commissioner Gibson noted that sound travels a good distance. He encouraged the Applicant to keep the nearby condominiums in mind when offering entertainment. Mr. Phipps noted that the nearby neighbors had been contacted. There were no objections at this point. He agreed to be sensitive to the neighbors. He acknowledged that sound traveled. Commissioner Gibson noted that the Commission had the authority to limit the hours and time for amplified music. Mr. Phipps expressed his willingness to discuss this issue.

Commissioner Buchanan questioned the day of the week when entertainment would be offered. Mr. Phipps stated that upon opening entertainment would be offered on Friday nights. He planned to move the entertainment indoors during the winter months.

Mr. Phipps noted that the adjacent golf course held a liquor license. Duffy McKaw's planned to use the green space as an outdoor area. A tent could be erected for various social purposes.

Commissioner Gibson expressed concern regarding the driveway area and safety. He questioned if the Commission had the authority to redefine the premise. Mr. Phipps addressed the outdoor waiting area. It would not serve as a dining or a service area. There would be a permanent canopy. Mr. Phipps noted that the restaurant would offer three (3) entrances.

Commissioner Clapp noted the general concern with large outdoor events. She cautioned the Applicant to be mindful. Mr. Phipps noted his understanding that there were concerns regarding noise and time.

Commissioner Buchanan informed the Applicant that the Commission may put Duffy McKaw's on notice. The Commission must be responsive to the concerns which have been raised. He compared this application to Gill St. Bar & Grill. Mr. Phipps noted that Duffy McKaw's would not host multi piece bands. The outdoor area would offer a fire pit. The live music would be offered for the patrons.

Commissioner Gibson again cautioned the Applicant to be mindful of the neighbors. Commissioner Buchanan noted that there was noise every where in the City. Commissioner Clapp stated that the Commission tries to be reasonable.

Commissioner Gibson noted the Commission's obligation to look at the potential impact on the surrounding area. At the same time, there should be minimal adverse impact upon same. He recommended that a condition be place upon the license which would limit music to 10:00 p.m. Commissioner Buchanan questioned if there would be times when Duffy McKaw's would appear to be a tavern. Mr. Phipps responded negatively. Duffy McKaw's would be closed by midnight. Commissioner Buchanan questioned if there would be times when the kitchen would be closed but the bar would be open. Mr. Phipps responded affirmatively. The kitchen would close at the following times: Sunday - 9:00 p.m.; Monday through Thursday - 10:00 p.m.; Friday and Saturday - 11:00 p.m. Duffy McKaw's would remain open for an hour or two (2) after the kitchen closed. The restaurant might offer a late theater menu.

Commissioner Buchanan cited the City Code's closing times, (Monday through Friday - 1:00 a.m., and Saturday and Sunday - 2:00 a.m.). He questioned the lounge area. Mr. Phipps responded affirmatively. Commissioner Buchanan expressed his opinion that no one under twenty-one (21) years of age should be on the premise at these times. The Commission could place a condition upon the license. Mr. Phipps noted the bar area on the drawing. Duffy McKaw's would offer five (5) flat screen televisions.

Commissioner Gibson noted that the establishment would operate as tavern after the kitchen closed. Commissioner Buchanan expressed his opinion that such a condition would be in the Applicant's best interest. Mr. Phipps noted that such a condition would be acceptable.

Commissioner Buchanan recommended that the motion include the condition that one (1) hour after the kitchen closed no one under twenty-one (21) years of age be allowed on the premise. He also recommended the standard outdoor dining area condition. (The Commission reserves the right to regulate the use of the outdoor dining area to include the time of use, the time for

liquor sales, the time for music, live and/or amplified, sound/visual baffling/barrier, and occupancy.) The Applicant had been put on notice.

Commissioner Gibson questioned the request for the P license. Mr. Phipps expressed his belief that the golf course held a liquor license. Mr. Phipps stated that there was no interest in a P license classification as he saw no need for same.

Commissioner Buchanan requested that the minutes reflect that the building site drawing be adopted by reference (premise being defined by the yellow line).

Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for Duffy McKaw's, LLC, d/b/a Duffy McKaw's, located at 3805 Ballybunion, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that tavern rules apply one (1) hour after the kitchen closes and 2.) the Commission reserves the right to regulate the use of the outdoor dining area to include the time of use, the time for liquor sales, the time for music, live and/or amplified, sound/visual baffling/barrier, and occupancy.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Finnegan, seconded by Alderman Matejka that an RAS liquor license for Duffy McKaw's, LLC, d/b/a Duffy McKaw's located at 3805 Ballybunion, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that tavern rules apply one (1) hour after the kitchen closes and 2.) the Commission reserves the right to regulate the use of the outdoor dining area to include the time of use, the time for liquor sales, the time for music, live and/or amplified, sound/visual baffling/barrier, and occupancy.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Text Amendment to Chapter 17 Modifying the Composition of the Fire Department

Staff respectfully requests that Council approve the text amendment to Chapter 17 of the City Code. The amendment modifies the composition of the Fire Department by increasing the number of firefighters from 66 to 84. This change is necessary to provide staffing for the two (2) new fire stations scheduled to open May 1, 2008. Staff anticipates hiring personnel at regular intervals through September 2007. This change will allow for the training of the new personnel so that qualified personnel are available to staff the new fire stations.

Respectfully,

Keith Ranney  
Fire Chief

Tom Hamilton  
City Manager



**ORDINANCE NO. 2007 - 26**

**AN ORDINANCE AMENDING SECTION 1 OF CHAPTER 17 OF THE CITY CODE,  
ESTABLISHING THE COMPOSITION OF THE FIRE DEPARTMENT**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON,  
ILLINOIS:

Section One: That Section 1 of Chapter 17 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

(a) There is hereby established an executive department of the municipal government of the City of Bloomington which shall be known as the Fire Department. The Fire Department shall consist of the Fire Chief, who shall be Director of the Department; a Deputy Chief of Operations; a Deputy Chief of Administration; six (6) Assistant Chiefs; thirteen (13) Captains; nine (9) Lieutenants; ~~sixty-six (66)~~ eighty-four (84) Firefighters; and such civilian employees as may be provided for in the City budget from time to time by the City Council. Included in such ranks are the Training Officer and the Public Education Officer. Nothing in this Section shall be interpreted as prohibiting an Assistant Chief from simultaneously serving in the capacity of a Deputy Chief, a Training Officer, or a Public Education Officer.

Section Two: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Three: The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This ordinance shall be effective as of the date of its passage and approval.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Text Amendment be approved and the Ordinance passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and City Council

From: Staff

Subject: Building Code Updates

The Planning and Code Enforcement Department (PACE) strives to stay current with the building codes and standards that regulate the construction industry. To accomplish this, the City proceeded with adoption of the *International Building Code/2006* (IBC); the *International Residential Code/2006* (IRC); the *International Fire Code/2006* (IFC); the *International Existing Buildings Code/2006* (IEBC), the *International Fuel Gas Code* (IFGC), *ASME A17.1/2004 Safety Code for Elevators and Escalators* (including the ASME A17.1S/2005 Supplement,) the *ASME A17.3/2002 Safety Code for Existing Elevators and Escalators*, *ASME A18.1/2003 Safety Standards for Platform Lifts and Stairway Chair Lifts*, and the *International Property Maintenance Code/2006* (PMC).

Additionally, staff has taken the opportunity to evaluate the permit fees and expenses of the Building Safety Division of PACE. Based on this evaluation, staff proposes a building permit fee increase of approximately 9% for building, construction trailer tie downs, mechanical and elevator construction permits, (the last fee increase was in 2003.)

The normal process is for staff to review the new codes; meet with local builder groups; have public input meetings, and present the codes to the City's Construction Board of Appeals. In the past several months staff has taken the opportunity to meet with the Bloomington-Normal Home Builders Association, presented the new codes at industry sponsored events, and held two public meetings on March 29, 2007. While there were some areas of concern, the proposed changes were generally accepted. The Construction Board of Appeals reviewed the new codes and proposed fee increases at their April 10, 2007 meeting, and voted unanimously to recommend that Council adopt the new codes and fee structure.

April 23, 2007

1895

Staff respectfully requests that Council adopt the changes to Chapter 10 of the Municipal Code, effectively making the 2006 editions of the IBC, IRC, IFC, IEBC, and PMC the construction code standards for the City.

Respectfully,

Mark R. Huber  
Director of PACE

Tom Hamilton  
City Manager

**ORDINANCE NO. 2007 - 27****AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 10**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Bloomington City Code Chapter 10, Article II, Section 12, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

**SEC. 13 ADOPTION OF INTERNATIONAL BUILDING CODE – ~~2003~~ 2006.**

There is hereby adopted for the purpose of establishing minimum regulations governing the design, construction, alteration, enlargement, repair, removal, demolition, equipment installation, use and occupancy, location, conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits, collection of fees and penalties, a Building Code known as the International Building Code ~~2003~~ 2006 edition, including Appendix Chapters B, C, F, G, I, and J as published by the International Code Council, Inc., and the whole thereof, hereinafter referred to as International Building Code, save and except such portions as are deleted, modified or amended in Article IV of this Chapter, of which Code not less than one (1) copy have been and now are filed in the office of the Clerk of the City of Bloomington. The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof shall be controlling in regard to all property, buildings and structures within the corporate limits of the City, except as provided in Section 12 of this Article.

In addition to the one (1) copy of the International Building Code ~~2003~~ 2006, which has been on file in the office of the City Clerk of the City, for use and examination by the public, at least one (1) copy of said Code shall be kept on file in the office of the Planning and Code Enforcement Department for public inspection.

All references to the “Board of Appeals” or “Board” in said Code shall be deemed references to the Construction Board of Appeals established in Bloomington City Code Chapter 2, Section 30, unless a contrary reference is clearly dictated by the context of the reference.

SECTION 2. That Bloomington City Code Chapter 10, Article II, Section 14, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

**SEC. 14 ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS – ~~2003~~ 2006.**

There is hereby adopted the ~~2003~~ 2006 edition of the International Residential Code for One- and Two-Family Dwellings, including Appendix Chapters A, B, C, D, E, G, H, I, J, K and ~~L Q~~, as published by the International Code Council Inc. for the purpose of regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, their appurtenances and accessory structures, or maintenance of building, mechanical, and electrical systems, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of Bloomington; providing for the issuance of permits and collection of fees therefore; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code of which not less than one (1) copy has been and now is filed in the office of the Clerk of the City of Bloomington, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in ARTICLE V of this ordinance, except as provided in Section 12 of this Article.

In addition to the one (1) copy of the International Residential Code for One and Two Family Dwellings – ~~2003~~ 2006, which has been on file in the office of the City Clerk of the City, for use and examination by the public, at least one (1) copy of said Code shall be kept on file in the office of the Department of Planning and Code Enforcement for public inspection.

SECTION 3. That Bloomington City Code Chapter 10, Article II, Section 15, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 15 ADOPTION OF THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS NATIONAL STANDARDS: SAFETY CODE FOR ELEVATORS AND ESCALATORS, ASME A17.1-1996 2004 INCLUDING ASME A17.1S-2005, SAFETY CODE FOR EXISTING ELEVATORS AND ESCALATORS, ASME A17.3 - 2002 AND SAFETY STANDARD FOR PLATFORM LIFTS AND STAIRWAY CHAIRLIFTS ASME A18.1 -2003 WITH ACCUMULATED ADDENDA AND SUPPLEMENTS.

There is hereby adopted by the City Council for the purpose of regulating the design, construction, installation, operation, inspection, testing, maintenance, alteration and repair of elevators, dumbwaiters, escalators, ~~private residence elevators~~ platform lifts, stairway chairlifts, and inclined lifts, moving walks, and material lifts and their hoistways, the ~~American National Standard~~ Safety Code for Elevators and Escalators, ASME A17.1-1996 2004, Safety Code for Existing Elevators and Escalators, including its supplement ASME A17.1S - 2005, ASME A17.3 - 2002 and Safety Standard for Platform Lifts and Stairway Chairlifts ASME A18.1 - 2003 with current accumulated addenda and supplements, published by the American Society of Mechanical Engineers, and the whole thereof save and except such portions as are deleted, modified or amended in Article VI of this Chapter, of which Code not less than one (1) copy has been and now is filed in office of the Clerk of the City of Bloomington.

The provisions of said Code are hereby adopted and incorporated as fully as if set out at length herein, and the provisions thereof shall be controlling in all matters pertaining to the design, construction, installation, operation, inspection, testing, maintenance, alteration and repair of

elevators, dumbwaiters, escalators, ~~private residence elevators~~ platform lifts, stairway chairlifts, and inclined lifts, moving walks, and material lifts ~~and their hoistways~~, except as provided in Section 12 of this Article.

In addition to the one (1) copy of the ~~American National Standard~~ Safety Code for Elevators and Escalators ASME A17.1 - 2004, including its supplement ASME A17.1S - 2005, and ANSI 1996 Safety Code for Existing Elevators and Escalators, ASME A17.3 - 2002 and Safety Standard for Platform Lifts and Stairway Chairlifts ASME A18.1 - 2003 with current accumulated addenda and supplements which has been on file in the office of the City Clerk of the City, for use and examination by the public, at least one (1) copy of said Code shall be kept on file in the office of the Department of Planning and Code Enforcement for public inspection.

SECTION 4. That Bloomington City Code Chapter 10, Article II, Sections 16, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 16 ADOPTION OF THE INTERNATIONAL MECHANICAL CODE – 2003  
2006.

There is hereby adopted by the City Council for the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems, including heating systems, ventilation systems, cooling systems, steam and hot water heating systems, hydronic piping, boiler and pressure vessels, appliances using gas, liquid or solid fuel, chimneys and vents, mechanical refrigeration systems, fireplaces, solar systems, barbecues, incinerators, and crematories in the City of Bloomington, the International Mechanical Code ~~2003~~ 2006, as published by the International Code Council, Inc. save and except such portions as are deleted, modified or amended in Article VII of this Chapter, of which Code not less than one (1) copy has been and now is on file in the office of the Clerk of the City of Bloomington. The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof shall be controlling in regard to the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems, including heating systems, ventilation systems, cooling systems, steam and hot water heating systems, hydronic piping, boiler and pressure vessels, appliances using gas, liquid or solid fuel, chimneys and vents, mechanical refrigeration systems, fireplaces, solar systems, barbecues, incinerators, and crematories, except as provided in Section 12 of this Article.

In addition to the one (1) copy of the International Mechanical Code ~~2003~~ 2006, which has been on file in the office of the Clerk of the City of Bloomington, for use and examination by the public, at least one (1) copy of said Code shall be kept on file in the office of the Planning and Code Enforcement Department for public inspection.

All references to the “Mechanical Board of Appeals”, “Board of Appeals”, “Board” or similar reference shall be considered as references to the Heating, Ventilating and Air Conditioning

Board established in Bloomington City Code Chapter 2, Section 30, unless a contrary reference is clearly intended by context of the reference.

SECTION 5. That Bloomington City Code Chapter 10, Article IIV, Section 17 shall be and the same are hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 17 ADOPTION OF THE INTERNATIONAL FUEL GAS CODE - 2006

An ordinance of the City of Bloomington adopting the ~~2003~~ 2006 edition of the International Fuel Gas Code, regulating and governing fuel gas systems and gas-fired appliances in the City of Bloomington; providing for the issuance of permits and collection of fees therefore; That a certain document, one (1) copy of which is on file in the office of the City of Clerk of the City of Bloomington, being marked and designated as the International Fuel Gas Code, ~~2003~~ 2006 edition, including Appendix Chapters A, B, C and D, as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Bloomington, in the State of Illinois; for regulating and governing fuel gas systems and gas-fired appliances as herein provided for the issuance of permits and the collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the City of Clerk of the City of Bloomington are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, prescribed in ARTICLE VIII of this chapter.

All references to the “Mechanical Board of Appeals”, “Board of Appeals”, “Board” or similar reference shall be considered as references to the Heating, Ventilating and Air Conditioning Board established in Bloomington City Code Chapter 2, Section 30, unless a contrary reference is clearly intended by context of the reference.

SECTION 6. That Bloomington City Code Chapter 10, Article II, Section 18, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 18 ADOPTION OF THE INTERNATIONAL FIRE CODE – ~~2003~~ 2006

An ordinance of the City of Bloomington adopting the ~~2003~~ 2006 edition of the International Fire Code, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Bloomington; providing for the issuance of permits for hazardous uses or operations

That a certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Bloomington, being marked and designated as the International Fire Code, including Appendix Chapters B, C, D, E, F and G, as published by the International Code Council, be and is hereby adopted as the code of the City of Bloomington for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage,

handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Bloomington and providing for the issuance of permits for hazardous uses or operations; and each and all of the regulations, provisions, conditions and terms of such International Fire Code, ~~2003~~ 2006 edition, published by the International Code Council, on file in the office of the City Clerk are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in ARTICLE IX of this chapter.

SECTION 7. That Bloomington City Code Chapter 10, Article II, Section 19, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 19 ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE -  
2006

An ordinance of the City of Bloomington adopting the ~~2003~~ 2006 edition of the International Existing Building Code, regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings, in the City of Bloomington; providing for the issuance of permits and collection of fees therefore. That a certain document, one (1) copy of which is on file in the office of the City Clerk of City of Bloomington, being marked and designated as the International Existing Code, ~~2003~~ 2006 edition, including Appendix A, as published by the International Code Council, be and is hereby adopted as the Existing Building Code of the City of Bloomington, in the State of Illinois for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and term of said Existing Building code on file in the office of the City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in ARTICLE X of this chapter.

SECTION 8. That Bloomington City Code Chapter 10, Article IV, shall be and the same are hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE IV

ADDITIONS, COMPLETIONS, MODIFICATION, AMENDMENTS TO  
INTERNATIONAL BUILDING CODE - ~~2003~~ 2006

The numbered Sections of this Article ~~correspond represent additions to sections the~~ current edition of the International Building Code - ~~2003~~ 2006 or correspond to the Sections of said Code which are added to, completed, modified, amended or deleted as shown in the Sections herein.



SECTION 9. That Bloomington City Code Chapter 10, Article IV, Section 108.7(b), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(b) Fee Schedule based on estimated value of improvements:

<u>Estimated Cost</u>	<u>Fee</u>
\$0 - \$1,000	\$25.00 minimum
\$1,001 - \$5,000	\$25.00 plus <u>\$.75</u> <del>\$.60</del> per hundred or part thereof of the estimated cost over \$1,000 Maximum - <u>\$55.00</u> <del>\$49.00</del>
\$5,001 - \$10,000	<u>\$55.00</u> <del>\$49.00</del> plus <u>\$.50</u> <del>\$.46</del> per hundred or part thereof of the estimated cost over \$5,000 Maximum - <u>\$80.00</u> <del>\$72.00</del>
\$10,001 - \$50,000	<u>\$80.00</u> <del>\$72.00</del> plus <u>\$.40</u> <del>\$.35</del> per hundred or part thereof of the estimated cost over \$10,000 Maximum - <u>\$240.00</u> <del>\$212.00</del>
\$50,001 - \$100,000	<u>\$240.00</u> <del>\$212.20</del> plus <u>\$.33</u> <del>\$.30</del> per hundred or part thereof of the estimated cost over \$50,000 Maximum - <u>\$405.00</u> <del>\$362.00</del>
\$100,001 - \$500,000	<u>\$405.00</u> <del>\$362.00</del> plus <u>\$.27</u> <del>\$.25</del> per hundred or part thereof of the estimated cost over \$100,000 Maximum - <u>\$1,485.00</u> <del>\$1,362.00</del>
\$500,001 - \$1,000,000	<u>\$1,485.00</u> <del>\$1,362.00</del> plus <u>\$.25</u> <del>\$.23</del> per hundred or part thereof of the estimated cost over \$500,000 Maximum - <u>\$2,735.00</u> <del>\$2,512.00</del>
\$1,000,001 - \$5,000,000	<u>\$2,735.00</u> <del>\$2,512.00</del> plus <u>\$.22</u> <del>\$.20</del> per hundred or part thereof of the estimated cost over \$1,000,000 Maximum - <u>\$11,535.00</u> <del>\$10,512.00</del>
\$5,000,001 - \$10,000,000	<u>\$11,535.00</u> <del>\$10,512.00</del> plus <u>\$.19</u> <del>\$.18</del> per hundred or part thereof of the estimated cost

	over \$5,000,000 Maximum - <del>\$21,035.00</del> <del>\$19,512.00</del>
\$10,000,001 - \$50,000,000	<del>\$21,035.00</del> <del>\$19,512.00</del> plus <del>\$.15</del> <del>\$.14</del> per hundred or part thereof of the estimated cost over \$10,000,000 Maximum - <del>\$81,035.00</del> <del>\$75,512.00</del>
\$50,000,001 - \$100,000,000	<del>\$81,035.00</del> <del>\$75,512.00</del> plus <del>\$.13</del> <del>\$.12</del> per hundred or part thereof of the estimated cost over \$50,000.00 Maximum - <del>\$146,035.00</del> <del>\$135,512.00</del>
\$100,000,001 and over	<del>\$146,035.00</del> <del>\$135,512.00</del> plus <del>\$.08</del> <del>\$.07</del> per hundred or part thereof of the estimated cost over \$100,000,000

SECTION 10. That Bloomington City Code Chapter 10, Article IV, Sections 108.7(d), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(d) Fees for new one and two family homes shall be calculated on the gross area of the dwelling based on the following fee schedule:

1.) Finished floor area	<u>\$.14</u> <del>\$.13</del> per gross square foot
2.) Finished Basements	<u>\$.14</u> <del>\$.13</del> per gross square foot
3.) Unfinished basements	<u>\$.07</u> <del>\$.06</del> per gross square foot
4.) Garages/carports	<u>\$.07</u> <del>\$.06</del> per gross square foot

5.) Building Additions shall be based on area or cost of work per the building permit fee schedule, which ever is greater.

SECTION 11. That Bloomington City Code Chapter 10, Article IV, Section 108.11, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

The permit fee for all work covered by provisions of the International Mechanical Code and/or International Fuel Gas Code of the City shall be calculated based on estimated cost/value and nature of the work proposed. "Estimated Costs" shall be calculated by totaling the cost/value of all services, labor, materials, equipment and any other appliances or devices entering into and necessary to the execution and completion of the installation or the work using the following schedule:

<u>Estimated</u>	<u>New Work Installations,</u>
<u>Cost</u>	<u>Replacement or Additional/Alteration</u>

\$ 500 or less	\$ 15.00 minimum
\$ 501 - \$ 1,000	\$ 25.00 minimum
\$ 1,001 - \$20,000	\$ 25.00 plus <del>\$2.20</del> <u>\$2.00</u> per hundred or part thereof
\$20,001 - \$50,000	<del>\$443.00</del> <u>\$405.00</u> plus <del>\$0.38</del> <u>\$0.35</u> per hundred or part thereof
\$50,001 and over	<del>\$557.00</del> <u>\$510.00</u> plus <del>\$0.22</del> <u>\$0.21</u> per hundred or part thereof

Permits issued to the owner of owner occupied single-family residences shall be charged a permit fee based on the above schedule with a 50% surcharge.

**COMMERCIAL KITCHEN HOODS FIRE SUPPRESSION SYSTEM FEE.**

The fee for a permit for commercial kitchen hoods fire suppression systems shall be based on the reasonable cost/value of the installation, including material and labor, in accordance with the fee schedule of this Section 108.11.

SECTION 12. That Bloomington City Code Chapter 10, Article IV, Section 108.12, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

New installations, repairs, alterations, and periodic inspections of elevators, dumbwaiters, escalators, moving walks, and the like shall comply with the ~~American National Standard~~ Safety Code for Elevators and Escalators, ASME A17.1-~~1996~~ 2004, its supplement ASME A17.1S - 2005, Safety Code for Existing Elevators and Escalators, ASME A17.3 - 2002, and Safety Standard for Platform Lifts and Stairway Chairlifts ASME A18.1 - 2003, with current accumulated addenda supplements. A permit shall be obtained from the City prior to any work being started.

(a) Permit Fee. The fee for a permit for work required in this Section shall be based on the reasonable cost/value of the work, including material and labor, and shall be calculated in accordance with the schedule used to determine building permit fees set forth in Section 108.7.

(b) Certificate of Operation (Use). A certificate of Operation ~~use~~ shall be issued annually upon submission of a report attesting to the safe operating condition and good working order of the elevator, dumbwaiter, escalator, or moving walk. A fee of Twenty-five Dollars (\$25.00) shall be paid to the City for such a certificate.

SECTION 13. That Bloomington City Code Chapter 10, Article IV, Section 108.22 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Any time a construction trailer is located on a construction site, a tie-down permit fee of Twenty Dollars (~~\$25.00~~ ~~\$20.00~~) will be charged the general contractor and/or subcontractor meeting the tie-down guidelines as identified in Chapter 43.

SECTION 14. That Bloomington City Code Chapter 10, Article IV, Section 108.23 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

The permit fee for all fire protection work (sprinkler systems) shall be on the reasonable cost/value of the work to be performed or the system components based on the following schedule:

System Riser or Standpipes	<u>\$110.00</u> <del>\$100.00</del> each
System zones	<u>\$27.50</u> <del>\$25.00</del> per zone after the first riser.
System Heads	<u>\$1.10</u> <del>\$1.00</del> per head
Fire pump	<u>\$55.00</u> <del>\$50.00</del>
Alterations/Modifications	Per fee schedule in Section 108.7

SECTION 15. That Bloomington City Code Chapter 10, Article IV, Section 114.3, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Any person who shall continue any work in or about the structure or building after having been served with a stop order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than Fifty One Hundred Dollars (~~\$50.00~~ ~~\$100.00~~) or more than Five Hundred Dollars (\$500.00).

SECTION 16. That Bloomington City Code Chapter 10, Article IV, Section 302, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. ~~302~~ 508.2 ~~CLASSIFICATION. INCIDENTAL USES.~~

Modify the Incidental Use Areas Table ~~302.1.1~~ 508.2

#### INCIDENTAL USE AREAS

#### ROOM OR AREA SEPARATION AND/OR PROTECTION

Furnace Room 1 hour or provide automatic fire-extinguishing system

Rooms with any boiler 1 hour or provide automatic fire-extinguishing system

Remainder of table unchanged.

SECTION 17. That Bloomington City Code Chapter 10, Article V, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE V

ADDITIONS, COMPLETIONS, MODIFICATIONS, AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS – 2003 2006 EDITION

The numbered sections of this Article correspond to sections of the International Residential Code for One and Two- Family Dwellings – ~~2003~~ 2006 Edition which are completed, modified, amended or deleted thereby.

SECTION 18. That Bloomington City Code Chapter 10, Article V, Section R 404.1, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. R 404.1 CONCRETE AND MASONRY FOUNDATION WALLS.

Modify Section R 404.1 Concrete and masonry foundation walls by deleting everything after the second sentence that ends with “authority”.

TABLES R 404.1(1), Table R 404.1.(2) and Table R 404.1.(3)

Delete tables: Table R 404.1(1), Table R 404.1.(2) and Table R 404.1.(3)

SECTION 19. That Bloomington City Code Chapter 10, Article VI, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE VI

ADDITIONS, COMPLETIONS, MODIFICATIONS, AMENDMENTS TO THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS SAFETY CODE FOR ELEVATORS AND ESCALATORS ASME A17.1-~~1996~~ 2004, WITH CURRENT ACCUMULATED ADDENDA SUPPLEMENTS ASME A17.1S - 2005

The numbered Sections of this Article represent additions to the American National Standard Safety Code for Elevators and Escalators, ASME A17.1-~~1996~~ 2004, with current accumulated addenda and supplements ASME A17.1S - 2005, or correspond to Sections of said Code which are completed, modified, amended, added to or deleted thereby.

SECTION 20. That Bloomington City Code Chapter 10, Article VI, Section 1.3.1, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 1.3.1 DEFINITIONS.

ADMINISTRATORS – The Building/Code Official of Bloomington.

ASME A17.1 – The Safety Code for Elevators and Escalators, an American National Standard.

ASME A17.3 – The Safety Code for Existing Elevators and Escalators, an American National Standard.

ASME A18.1 – The Safety Standard for Platform Lifts and Stairway Chairlifts, an American National Standard.

BOARD – The Construction Board of Appeals as described in this chapter.

CERTIFICATE OF OPERATION - A document issued by the Building Safety Division that indicates that the conveyance has had the required safety inspection and tests and fees have been paid as set forth in this Chapter.

CERTIFICATE OF OPERATION; TEMPORARY – A document issued by the Elevator Inspector which permits the temporary use of a non-compliant conveyance by the general public for a limited time of thirty days while minor repairs are being completed.

CONVEYANCE - Any elevator, dumbwaiter, escalator, moving sidewalk, platform lifts, stairway chairlifts.

DORMANT ELEVATOR, DUMBWAITER OR ESCALATOR – An installation placed out of service as specified in ASME A17.1 and ASME A18.1.

ELEVATOR - An installation as defined as an “elevator” in ASME A17.1.

ELEVATOR CONTRACTOR - Any sole proprietor, firm, or corporation who possesses an elevator contractors license in accordance with State Law and who is engaged in the business of erecting, constructing, installing, altering, servicing, repairing or maintaining elevators or related conveyance covered by this chapter.

ELEVATOR MECHANIC – Any person, who possesses an elevator mechanic license in accordance with State Law and who is engaged in erecting, constructing, installing, altering, servicing, repairing or maintaining elevators or related conveyance covered by this chapter.

ESCALATOR - An installation as defined as an “escalator” in ASME A17.1.

EXISTING INSTALLATION – An installation as defined as an “installation, existing” in ASME A17.1.

MATERIAL ALTERATION - An “alteration” as defined in the referenced standards.

MOVING WALK (SIDEWALK) - An installation as defined as a “moving walk” in ASME A17.1.

REPAIR - A “repair” as defined in the referenced standards.

TEMPORARILY DORMANT ELEVATOR, DUMBWAITER OR ESCALATOR - An installation whose power supply has been disconnected by removing fuses and placing a padlock on the mainline disconnect switch in the “OFF” position. The car is parked and the hoistway doors are in the closed and latched position. A wire seal shall be installed on the mainline disconnect switch by the elevator inspector. This installation shall not be used again until it has been put in safe running order and is in condition for use. Annual inspections shall continue for the duration of the temporally dormant status by the elevator inspector. “Temporally Dormant” status shall be renewable on an annual basis, and shall not exceed a five-year period. The inspector shall file a report describing the current conditions. The wire seal and padlock shall not be removed for any purpose without permission from the elevator inspector.

SECTION 21. That Bloomington City Code Chapter 10, Article VI, Section 3, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 3 PERMITS AND CERTIFICATE OF OPERATION.

A. No conveyance, covered by this Chapter shall be erected, constructed, installed or altered within buildings or structures within the jurisdiction unless a permit has been obtained from the Planning and Code Enforcement Department of the City before the work is commenced.

B. The permit and Certificate of Operation fees shall be per Article IV, Sec. 108.12 of this Chapter. Permit Fees collected are non-refundable.

C. Permit Requirements:

(a) Each application for a permit shall be accompanied by copies of specifications and accurately scaled and fully dimensioned plans showing the location of the installation in relation to the plans and elevation of the building; the location of the machinery room and the equipment to be installed, relocated or altered; and all structural supporting members thereof, including foundations, and shall specify all materials to be employed and all loads to be supported or conveyed. Such plans and specifications shall be sufficiently complete to illustrate all details of construction and design.

(b) The applicable fees shall accompany each permit application.

D. Revocation of Permits: Permits may be revoked for the following reasons:

(a) Where any false statements or misrepresentation as to the material facts in the application, plans, or specifications on which the permit was based.

(b) Where the permit was issued in error and should not have been issued in accordance with the code.

(c) Where the work detailed under the permit is not being performed in accordance with the provisions of the application, plans or specifications or with the code or conditions of the permit.

(d) Where the Elevator Contractor to whom the permit was issued fails or refuses to comply with a STOP WORK order.

E. Expiration of Permits:

(a) If the work authorized by such permit is not commenced within six months after the Date of issuance,

(b) If the work is suspended or abandoned for a period of sixty days, or such shorter period of time as the Elevator Inspector in his discretion may specify at the time the permit is issued, after the work has been started. For good cause, the Elevator Inspector or his representative may allow an extension of the foregoing period at his discretion.

F. Display Certificate of Operation. Certificate of Operation referenced are renewable annually [One year]. Certificates of Operation must be clearly displayed on or in each conveyance.

SECTION 22. That Bloomington City Code Chapter 10, Article VI, Section 4, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 4 PROVISIONS NOT RETROACTIVE.

The provisions of this chapter are not retroactive unless otherwise stated and equipment shall be required to comply with the applicable code at the date of its installation or within the period determined by the Construction Board of Appeals for compliance with ASME A17.3, whichever is more stringent.

SECTION 23. That Bloomington City Code Chapter 10, Article VI, Section 5, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 5 INSPECTION AND TESTING.

5.1 Annual Inspections: It shall be the responsibility of the owner, agent, tenant or other person operating, of all new and existing conveyances located in any building or structure to have the conveyance inspected annually (ASME A17.1, category one). Subsequent to inspection, said licensed contractor shall supply the property owner [s] or lessee and the Elevator Inspector with a written inspection report describing any and all code violations. Property owners shall have



thirty days from the date of the published inspection report to be in full compliance with correcting the violations.

5.2 It shall be the responsibility of the owner of all conveyances to have a Elevator Contractor, as described herein this chapter, insure that the required tests are performed at intervals in compliance with the ASME A17.1, ASME A17.3 and ASME A18.1.

5.3 A written report of inspection stating that the same does comply with safety requirements, is in safe operating condition and good working order shall be submitted to the Planning and Code Enforcement Department of the City annually. If upon the inspection or tests of any device covered by this chapter, the equipment is found in dangerous condition or not to be in safe condition or good repair or that safety devices have not been furnished or are not in good working order, or there is an immediate hazard to those riding or using such equipment, or if the design or the method of operation in combination with devices used is considered inherently dangerous in the opinion of the Elevator Inspector, he/she shall notify the owner of the condition and elevator use be terminated immediately until the necessary work or repair has been completed. The Elevator Inspector shall order such alterations, repairs or additions as may be deemed necessary to eliminate the dangerous condition.

#### ~~SEC. 5 PERMITS AND CERTIFICATE OF INSPECTION.~~

~~See Article IV, Sec.112.3.8of this Chapter for elevator permit and certificate fees. It shall be the duty and responsibility of the owner or agent of any building or structure in which an elevator is operating or any device within the definition of Section 3002 of the Building Code or the tenant or other person operating the same on or before November 1, 1969 and annually thereafter to cause such elevators or device to be inspected by a reputable elevator engineer or mechanic engaged in or holding himself or the business concern by which he is employed to be specialists in the construction, maintenance, and repair of elevators or like devices, such inspection shall be made to determine if the elevator installation is in a safe operating condition and all safety devices with which such elevator is required to be equipped by virtue of this Code or the current ICC Building Code are in good condition, and such safety devices as required have been provided and are in good repair. A written report of inspection stating that the same does comply with safety requirements, is in safe operating condition and good working order shall be submitted to the Director of Planning and Code Enforcement of the City on or before said date of November 1 of each year. If the result of such inspection or tests shall show any elevator or device not to be in safe condition or good repair or that safety devices have not been furnished or are not in good working order, such inspection shall so state and the use of such elevator or device shall upon receipt of such inspection report be terminated immediately until the necessary work or repair has been completed. The Director of Planning and Code Enforcement, upon receipt of such report and within ten (10) days thereafter, shall issue a Certificate of Compliance with this provision or state in writing his objections to the certification on the basis of the inspection report. Upon objections being stated, compliance will be required within thirty (30) days; otherwise, an order for termination of use of such elevator shall be issued.~~

SECTION 24. That Bloomington City Code Chapter 10, Article VI, Section 6, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) In existing conditions where it has been determined that certain elevators can be operated as such in a reasonable safe manner and can ~~not~~ comply with all Code requirements of the Safety Code for Existing Elevators and Escalators, ASME A17.3 – 2002, ~~due to obsolete mechanism~~, the Director of Planning and Code Enforcement may authorize the continuation of the operation subject to the following additional conditions:

~~(1)Elevators, suspended by means of rope must have at least one (1) working or functional broken or slack cable safety;~~

~~(2)All hoistway openings shall have an approved door or gate installed of a height not less than seventy two (72) inches; all other elevator equipment shall be covered so as not to be exposed to a height of not less than seventy two (72) inches from each landing and from the floor of the elevator car;~~

~~(3)Passenger elevator cabs shall have a car gate or door installed for all openings;~~

~~(4)Elevators must be designed so that the elevator cannot be moved from the floor until the door or gate is closed. On passenger elevators, both hoistway door or gate and car door or gate, must be closed;~~

~~(5)Electric elevators with steel rails shall be inspected for a five (5) year full load safety test and an annual no load safety test, performed by a reputable elevator company;~~

~~(6 1)Elevators with wood rails shall be tested annually for a no load safety check;~~

~~(7)Hydraulic elevators with steel rails shall be tested annually for a full load safety test, performed by a reputable elevator company;~~

~~(8 2)Elevators in use prior to November 1, 1969 shall be maintained on a monthly basis.~~

~~(9)Elevators shall be certified annually by the City of Bloomington and annually tested;~~

~~(10)Elevators shall have posted certification certificates and load capacity limits mounted in a conspicuous location in the car;~~

~~(11)Passenger elevators shall be provided with an emergency signal device or telephone;~~

~~(12)Elevators shall be provided with upper and lower final limit switches;~~

~~(13)Elevators shall be provided with an approved car top;~~

~~(14)All machine rooms must be provided with adequate and safe access;~~

~~(15) All machine rooms and cars must be provided with adequate light;~~

~~(16) All hoistways with windows shall be properly guarded with some type of approved protection;~~

~~(17) All elevators shall be provided with reverse phase relays;~~

~~(18) All hoisting cables that are of the drum type machine shall be resocketed annually.~~

~~(b) In elevators where it has been determined by the Director of Planning and Code Enforcement that these elevators do not conform to the above standards, such shall be inspected by a reputable elevator company or a recognized Certified Professional Engineer. Upon completion of inspection, the inspecting party shall sign his name or company to the City's Elevator Inspection Report Form, indicating that said elevator has been repaired to meet the minimum standards and is in safe operating condition at the time of the inspection. If the results of such inspection or tests shows any elevator, as specified, not to be in safe operating condition at that time or does not meet minimum requirements, such inspection shall so state and the use of such elevator shall upon receipt of such inspection report, be terminated immediately until the necessary work or repair has been completed.~~

~~(e) SEC. 7 VIOLATION.~~

Any owner or operator of an elevator who permits continued operation after having been informed of violation as prescribed above, is subject to penalties as stated in Bloomington City Code, Chapter 10, Article II, Section ~~18~~ 21.

SECTION 25. That Bloomington City Code Chapter 10, Article VI, Section 7, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. ~~87~~ APPEALS.

Any party aggrieved by a determination of the Code Official in the application of this Code may appeal the same to the Board of Appeals in the manner prescribed in the ICC Building Code. Section 112. 121.1 and 121.1.1 of this code.

SECTION 26. That Bloomington City Code Chapter 10, Article VII, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE VII

ADDITIONS, COMPLETIONS, MODIFICATIONS, AMENDMENT TO  
INTERNATIONAL MECHANICAL CODE – ~~2003~~ 2006

The numbered Sections of this Article represent additions to the International Mechanical Code ~~2003~~ 2006 or correspond to Sections of said Code which are completed, modified, amended or deleted thereby.

SECTION 27. That Bloomington City Code Chapter 10, Article VII, Section 109.2.1.1(a), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) The Board shall have jurisdiction over all persons desiring to engage in the business or practice of contracting, installing replacing, altering or repair work in the City covered by the International Mechanical Code or International Fuel Gas Code. It shall have the authority to and shall examine all persons applying for a license for such business or practice, top determine their fitness and qualifications for conducting the trade, calling, or business related to work covered by the International Mechanical Code or International Fuel Gas Code and to issue a License Certificate of Registration to all such persons who shall have passed a satisfactory examination before such Board, under criteria and procedures set up by it and approved by the Director of Planning and Code Enforcement.

SECTION 28. That Bloomington City Code Chapter 10, Article VII, Section M-130.2 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. M-130.2 ~~CERTIFICATE OF REGISTRATION AND LICENSE REQUIRED.~~

(a) Except as provided in subsection (b) below, every person who shall desire to practice the business of Contractor, ~~as defined in the Mechanical Code,~~ shall first obtain a ~~Certificate of Registration and~~ a license to do so as provided by this Chapter.

(b) All manufacturing and commercial establishments which have a qualified maintenance staff to do the mechanical work must secure a premises-only license to do mechanical work on their own premises. The application must be filed by the authorized representative of such manufacturing or commercial establishment, and the license must be in the company, the firm or corporation's name. No bond is required in connection with such premises-only license. Permits must be taken out on all installations and major repairs, and inspection of the same requested upon completion.

SECTION 29. That Bloomington City Code Chapter 10, Article VII, Section M-130.3(c)(2), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(2) Each applicant shall be examined by oral and written ~~practical~~ tests as to his fitness to be granted a Contractor's License, ~~Certificate of Registration and~~ ~~shall be graded as follows: written, oral, and practical,~~ with a passing grade of 75%.

SECTION 30. That Bloomington City Code Chapter 10, Article VII, Section M-130.4 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) Bond Required of Applicant.

- (1) Any person applying for a new or renewed license required by this Mechanical Code shall execute and deliver to the City Clerk a bond in the penal sum of Two Thousand Dollars (\$2,000.00) payable to the City or a continuation certificate for the same. Such bond shall be made for the use and benefit of the owner of, or any party in interest in the property where the Licensee furnishes any material furnished in violation of the requirements of any law of the State or Code of the City governing such work. The Secretary of the Board shall report to the Board as to the existence and sufficiency of such bond. The bond will be used to correct or complete a project in accordance to the laws and Codes of the City when the contractor fails or is unable to do the same upon written notice from the City.
- (2) The requirements of subsection (1) above shall not preclude the Building Official from requiring, at his discretion, additional bond commensurate with the size of a project if he deems it necessary.

(b) Examination and License Fees; ~~Issuance of Certificate of Registration and License~~. Each applicant before taking the examination for a license required by this Mechanical Code shall pay to the Director of Finance the sum of Fifty Dollars (\$50.00) as a fee for the examination and shall file the Mechanical Board of Appeals. If the applicant is found, upon such examination, to be qualified, and upon the execution of the bond required by subsection (a) of this Section, a certificate of liability insurance required by subsection (f) of this Section and the payment by the applicant of an additional sum of Fifty Dollars (\$50.00) as the licensee fee for the year, the Board ~~shall issue to him a Certificate of Registration~~ and the City Clerk shall grant a license to such person for the remainder of the calendar year after the date of the granting of such license. In case of application for a license for more than one field or class, the examination fee shall be paid for each field in which a license is sought, but only one ~~Certificate of Registration and one~~ license shall be required for the combined license.

(c) Renewals; Expiration of License. Any person holding a valid license as a Mechanical Contractor from the City of Bloomington on the effective date of this Ordinance shall have the right, without further examination, to obtain a License ~~Certificate of Registration~~ from the Mechanical Board of Appeals and a license each year thereafter from the City Clerk upon the payment to the Director of Finance of a license fee, certificate of liability insurance, and the execution of a bond as required by this Chapter.

The license fee for an annual renewal of a license shall be Fifty Dollars (\$50.00). All licenses and renewals of the same shall expire on the 31<sup>st</sup> day of December of each year, and a renewal shall be obtained on or before January 31<sup>st</sup> of the following year.

Any ~~Certificate of Registration~~ or license forfeited for nonpayment of the renewal fee may be reinstated upon the payment of the annual renewal fee, plus Fifteen Dollars (\$15.00) for each month, or portion of a month that such delinquency has continued; provided, however, that after the same has been delinquent and not in force on March 1<sup>st</sup> of any year, then the same shall be null and void and shall not be renewed.

(d) Licenses for Partnerships and Corporations. No partnership or corporation shall practice or engage in the business of a Contractor, ~~as defined in this Mechanical Code~~, unless a member of the partnership, or an officer or duly authorized representative of such corporation shall apply for a license to be issued to him in behalf of and for the benefit of such partnership or corporation, which shall be so named in such license, the license shall be issued only if such member of such firm, or officer or representative of such corporation, is personally qualified and complies with all of the provisions of this Chapter.

(e) Reciprocal Provisions. Any person, firm or corporation who is registered or licensed for the current year in any City or village in the State of Illinois where the requirements of registration or license were at the date of such registration or license substantially equal to the requirements in force in this City and such City or village extends a similar privilege to the persons registered and licensed under this Mechanical Code, they shall not be required to take an examination, but shall pay a registration fee of Fifty Dollars (\$50.00) as provided in this Chapter, to engage in mechanical contracting for such year in this City, and shall file a copy of his registration or license with the Secretary of the Mechanical Board of Appeals.

(f) Liability Insurance Required of Applicant. A satisfactory certificate of liability insurance against any form of liability to a minimum of One Hundred Thousand Dollars (\$100,000.00) for property damage and Three Hundred Thousand Dollars (\$300,000.00) for personal injury.

The insurance shall be maintained in full force and effect during the term of the registration and said insurance or certificate provide that the City be notified of any cancellation of the insurance ten (10) days prior to the date of cancellation.

SECTION 31. That Bloomington City Code Chapter 10, Article VII, Section M-130.5(a), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) Grounds for License Suspension or Revocation and/or a Monetary Penalty. It shall be illegal for any person to do or when required by any law, rule or regulation to fail directly or indirectly to do any of the following acts and a licensee's ~~Certificate of Registration~~ ~~and~~ license issued under this Chapter can be suspended by the Mechanical Board of Appeals for up to one (1) year or revoked and/or as hereafter provided, a monetary penalty can be assessed against a licensee by the said Board on any one or more of the following grounds:

SECTION 32. That Bloomington City Code Chapter 10, Article VIII, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE VIII

ADDITIONS, COMPLETIONS, MODIFICATIONS, AMENDMENTS TO  
INTERNATIONAL FUEL GAS CODE – ~~2003~~ 2006

The numbered Sections of this Article represent additions to the International Fuel Gas Code ~~2003~~ 2006 or correspond to Sections of said Code which are completed, modified, amended or deleted thereby.

SECTION 33. That Bloomington City Code Chapter 10, Article VIII, Section 108.4, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, construct, alter or repair work or systems in violation of the approved construction documents or directive of the Code Official / Building Official, or of a permit or certificate issued under the provisions of this Code shall be guilty of a misdemeanor, punishable by a fine of not less than \$100.00 ~~\$50.00~~ and not more than \$500.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 34. That Bloomington City Code Chapter 10, Article IX, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE IX

ADDITIONS, COMPLETIONS, MODIFICATIONS, AMENDMENTS TO  
INTERNATIONAL FIRE CODE - 2006

SECTION 35. That Bloomington City Code Chapter 10, Article IX, Section 109.3, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Any person who shall violate a provision of this the Code or shall fails to comply with any of the requirements therefore or who shall erects, constructs, alters, add to, or repairs a building or structure in violation of an approved construction documents / plans or directive of the Code Official/Building Official, or of a permit or certificate under the provisions of this Code shall be guilty of a misdemeanor, punishable by a fine of not less than \$100.00 ~~\$50.00~~ and not more than Five Hundred Dollars (\$500.00). Each day that a violation continues shall be deemed a separate offense.

SECTION 36. That Bloomington City Code Chapter 10, Article IX, Section 111.4, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Any person who shall continue any work in or about the structure or building after having been served with a stop order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than One Hundred Fifty Dollars (\$100.00) or more than Five Hundred Dollars (\$500.00).

SECTION 37. That Bloomington City Code Chapter 10, Article IX, Section 3804.2, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 3804.2 MAXIMUM CAPACITY WITHIN ESTABLISHED LIMITS.

Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L).

SECTION 38. That Bloomington City Code Chapter 10, Article X, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE X  
ADDITIONS, COMPLETIONS, MODIFICATIONS, AMENDMENTS TO  
INTERNATIONAL EXISTING BUILDING CODE - 2006

SECTION 39. That Bloomington City Code Chapter 10, Article X, Section 1201.2, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. ~~1201.2~~ 1301.2 APPLICABILITY.

Insert the following into the first sentence of Section ~~1201.2~~ 1301.2 to read as follows:

“Structures existing prior to January 1, 1955”, .....

Remainder of section unchanged.

SECTION 40. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 41. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 42. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 43. This Ordinance shall take effect ten (10) days after passage and approval.



April 23, 2007

1917

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**ORDINANCE NO. 2007 - 28****AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 45**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Bloomington City Code Chapter 45, Section 1, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 1: ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE ~~2003~~ 2006

That a certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Bloomington, being marked and designated as "The International Property Maintenance Code, ~~2003~~ 2006" as published by the International Code Council, Inc., be and is hereby adopted as the Property Maintenance code of the City of Bloomington, in the State of Illinois, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the Additions, insertions, deletions and changes, if any, prescribed in ARTICLE II of this Ordinance.

SECTION 2. That Bloomington City Code Chapter 45, Article II, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE II

AMENDMENTS, REVISIONS, ADDITIONS AND MODIFICATIONS TO INTERNATIONAL PROPERTY MAINTENANE CODE ~~2000~~ 2006

SECTION 3. That Bloomington City Code Chapter 45, Section 108.7, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) ~~Community Development~~ Code Enforcement Division to Publish List. The Department of Planning and Code Enforcement, ~~Community Development~~ Code Enforcement Division, shall each month compile and publish a list of all structures which have been condemned and any Code violations existing in any structure on the list shall be public information and shall be disclosed to any person making inquiry. In addition, the Division shall disclose to any person making inquiry the location of any other structure condemned since the publication of the most recent list of condemned structures. A copy of the monthly list of condemned structures shall be sent to the Bloomington-Normal Board of Realtors to be made available to any members thereof. When any structure is condemned, notification of condemnation along with a copy of the inspection sheet with regard to said property shall be forwarded to the Bloomington-Normal Board of Realtors.

(b) Contents of Notice. The notices provided for in this Section shall contain the following information:

- (1) the common street address of the property;
- (2) the legal description or real estate index number of the property;
- (3) the fact that the structure on the property has been “Condemned”;
- (4) the Code deficiencies found to exist on the property (which may be in the form of an attached inspection sheet) and the fact that occupancy of the structure is prohibited until necessary repairs are made, and if known, an approximate cost estimate of the cost of making sufficient repairs to permit occupancy of the structure.

(c) Real Estate Agent Must Give Notice of Defects. It shall be unlawful for any real estate agent to permit a person to execute a formal offer to purchase any property on which a condemned structure is located without furnishing said person a copy of the notice required by this Section and obtaining written receipt of such notice. The original of said notice and receipt shall be forwarded to the ~~Community Development~~ Code Enforcement Division.

SECTION 4. That Bloomington City Code Chapter 45, Section 202.0, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Rooming House. Any building, or any part thereof, containing one (1) or more rooming units, in which space is let by the owner or operator to more than ~~five~~ four ~~(5)~~ (4) persons.

SECTION 5. That Bloomington City Code Chapter 45, Section 602.2, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality. Cooking appliance and/or portable space heating appliances shall not be used to provide space heating to meet the requirements of this section.

SECTION 6. That Bloomington City Code Chapter 45, Section 900.4(h), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(h) Owners required to file registration statements shall pay a fee as indicated in Section ~~900.17~~ 900.18. Registration statements will not be considered filed unless accompanied by the required fee. Registration statements filed after March 1<sup>st</sup> shall be assessed a late filing fee in the amount provided in Section ~~900.17~~ 900.18.

SECTION 7. That Bloomington City Code Chapter 45, Section 900.6(b), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(b) All buildings covered by this ordinance shall be inspected at least once every five (5) years. After inspection the building will be classified as follows:

(1) CLASS A - The building is in excellent condition has minor or no violations of applicable City Codes requiring re-inspection. The building shall be re-inspected in five (5) years.

(a) Shall a Class A building be sold or therewise change ownership, the building shall be subject to re-inspection within (1) year of the date of sale.

(b) Should a Class A building be found to have a major violation within the five (5) year re-inspection term, the entire building will be subject to a complete re-inspection and re-grading.

(c) New construction. First inspection five years from the date of the occupancy certificate is issued.

SECTION 8. That Bloomington City Code Chapter 45, Section 900.18(b), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(b) Any fees due and owing shall be added to the yearly registration fee and must be paid in ~~fully~~ at the time of registration. In addition to all fees owed a penalty of \$100.00 may be assessed for late payment of fees sixty (60) days from the original ~~statement~~ due date. Failure to pay fees may result in a revocation of the building's Certificate of Inspection.

SECTION 9. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 10. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 11. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 12. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Text Amendment be approved and the Ordinances passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition of the City of Bloomington, Illinois, a municipal corporation, requesting the amendment Chapter 44 (Zoning Code), of the Bloomington City Code- 1960, as amended, by adding Section 44.6-26 "Gridley, Allin & Prickett (GAP) Form-Based Code" thereto and by amending the Official Zoning Map for the City of Bloomington, Illinois by rezoning certain addresses, as identified and cited in Exhibit 2, attached hereto and made a part hereof. (Ward 6) Case Z-04-07

**BACKGROUND INFORMATION:**

"Form-Based Zoning" is a fairly recent regulatory technique that was originally born out of the "New Urbanism" movement in the late 1980s and early 1990s. That movement supported the concept of walkable neighborhoods with compact, mixed land use development patterns, reminiscent of the pre-World War II era. This technique focuses on the preservation of the spatial relationship between the three dimensional physical form or bulk of a building and the three dimensional open space or streetscape adjacent to that building, as evidenced in that pre-World War II traditional neighborhood development pattern.

On April 10, 2006, Council approved a professional services agreement with Farr Associates, Chicago, to prepare a form-based zoning code for the Gridley, Allin & Prickett (GAP) Neighborhood in response to a request from the GAP Neighborhood Association. A project steering committee, initially consisting of: Karen Schmidt, Ward 6 Alderman; Steven Purcell, Ward 7 Alderman; Mark R. Huber, Director of Planning and Code Enforcement; Kenneth Emmons, City Planner; Stan Cain, Chairman, Planning Commission; Catherine Dunlap, Director, Downtown Bloomington Association; and Dennis Arnold, President, Gridley Allin Prickett Neighborhood Association, met with Farr Associates during the course of the preparation of this form-based code. Meetings were also held with GAP Neighborhood Association members on July 12 and August 10, 2006. The focus of the project has always been the preservation and enhancement of the physical form of the GAP Neighborhood. This proposed form-based code divides the GAP neighborhood into the following districts as shown in Figure B-2 - GAP District Regulating Plan on Page 5 of the proposed code:

- GAP 1 - A residential district that allows two building types: "Estate Houses" and "Manor Multifamily Buildings". An Estate House is a building type that permits residential uses and can be up to three stories in height. It has a larger front yard "build to zone" than a House. The "build to zone" dictates the minimum and maximum distance a front building facade may be placed from a property line. Manor Multifamily Buildings allow for two (2) or more residential units to be developed within it and are on larger lots than an Estate House to allow room for parking multiple vehicles in off-street parking lots. Single family, two family, multiple family and accessory family dwellings are permitted in GAP 1.

An "accessory family dwelling" is a unit in an accessory building in addition to the dwelling unit that is within the primary structure on a lot.

- GAP 2 - A residential district that allows three building types: "Houses", "Estate Houses" and "Manor Multi-Family Buildings". Houses are between one (1) and two and a half (2½) stories and have a smaller front yard "build to zone" than Estate House. Single family, two (2) family, multiple family and accessory family dwellings are permitted in GAP 2.
- GAP 3 - A residential district that allows four (4) building types: "Houses," "Manor Multi-Family Buildings," "Apartment Buildings," and "Iconic Buildings." "Apartment Buildings" are permitted only on corner lots and range in height between two (2) and four (4) stories with parking in the rear yard. Iconic Buildings allow for community, cultural, civic, government and religious assembly uses. Single family, two (2) family, multiple family and accessory family dwellings are permitted in GAP 3.
- GAP 4 - A residential district that allows five (5) building types: "Houses," "Manor Multifamily Buildings," "Row Houses," "Iconic Buildings," and "Apartment Buildings." Apartment Buildings permitted only on corner lots. Single family, two (2) family, multiple family and accessory family dwellings are permitted in GAP 4.
- GAP 5 - A mixed use neighborhood commercial district serving those residents within walking distance. The four (4) permitted building types are "Commercial Buildings," "Cottage Commercial Buildings," "Apartment Buildings," and "Iconic Buildings."

Commercial Buildings have retail and service uses on the ground story and office and residential uses on the upper floors. They are one (1) to four (4) stories in height and have rear yard parking. Cottage Commercial Buildings are up to 2.5 stories in height and have a pitched roof cap type.

- GAP 6 - A limited industrial use district that allows only one (1) type of building, the “Warehouse Building.” This allows for both a typical industrial warehouse building and an optional office or administration building in front. Uses currently permitted in the M-1, Restricted Manufacturing District are allowed in GAP 6. The only lots that would be zoned GAP 6 are on the north side of West Locust Street, from Allin Street to just west of Catherine Street.

The proposed code provides very detailed building standards for each of these building types, including: building location and building coverage on the lot, parking and driveway location, maximum building height and minimum facade transparency (window) requirements. Extensive parking lot screening and landscaping standards are also included in the code.

The area of greatest change in zoning focuses on the proposed rezoning of much of the West Market Street frontage, between North Roosevelt Ave. and Catherine St., and the east side of the 500 block of North Lee St., between West Market and West Mulberry, from the B-2, General Business Service District to the GAP 3 District. This reduces the amount of commercially zoned land along Market Street from what is recommended in the Comprehensive Plan.

This is being proposed so that the existing residential character of the streetscape can be preserved and enhanced on both sides of West Market Street and the 500 block of North Lee St. The GAP 5 District for neighborhood commercial use is proposed only at the four corners of the North Oak St., and West Market St. intersection and on both sides of West Market St. between Catherine St. and Howard St. Another major change is the rezoning of the R-3B areas to either GAP 3 or GAP 4 which would prohibit the six story buildings and 70 dwelling units per acre that are permitted in the R-3B district. This will preserve these areas for building heights and densities that are more compatible to this residential neighborhood.

#### PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on March 28, 2007. Ms. Christina Anderson, AICP, Urban Designer & Planner, FARR Associates, Chicago, gave a brief presentation which summarized the aspects of the proposed form-based code, such as: districts, allowed uses, building types, and standards for parking and landscaping. She noted that conventional zoning can make it difficult to build in ways which fit in with existing structures. She gave an example of conventional zoning requiring perhaps a large setback but allowing a structure anywhere behind those setback lines. Form-based zoning establishes ‘build-to’ zones that have the structure placed so as to be in line with the existing streetscape. She explained that there are standards established for height, roof pitch, entrance orientation, minimum amount of windows, and allowed coverage of the lot.

She noted that since the standards were developed from the GAP neighborhood, enacting this code would reduce the amount of nonconformity. She added, however, that administration matters, such as requesting a variance, would still be handled in the way already specified in the Zoning Code. Ms. Anderson related that some changes had been made in the most current draft to reflect ideas and concerns brought forward at the previous Planning Commission meeting on March 14, 2007:

1.) GAP 3 parcels that have frontage on Market Street would be allowed to have the following uses by Special Use Permit: cultural activities, libraries, accounting/auditing/bookkeeping, funeral homes, insurance services, legal services, real estate services and travel agency.

2.) GAP 6 would allow all the uses allowed in the current M-1 zoning district.

She said that changes in zoning were to acknowledge the residential character of the neighborhood; to establish two (2) commercial nodes on Market Street; and to reduce overall density. She added that parking standards had been adjusted (reduced) in this Code to reflect smaller lots, walkable distances, and neighborhood-oriented commercial businesses.

The following persons presented testimony in favor of this proposed Form-Based Code at this public hearing:

- Mr. Dennis Arnold, 504 N. Lee Street
- Mr. Mark Rayburn, 508 E. Main Street, Heyworth
- Mr. Mark Sprague, 803 W. Locust Street
- Ms. Cindy Arnold, 504 N. Lee Street
- Ms. Susan Curtis, 1502 N. Lee Street
- Ms. Nancy Keach, 422 N. Linden Street
- Mr. James Simeone, 1923 E. Taylor Street
- Ms. Judy Stearns, 316 E. Locust Street
- Ms. Elaine McGuffin, 1204 N. Roosevelt Street
- Mr. Wes Newport, 609 N. Mason Street

Mr. Arnold identified himself as the former President of the GAP Neighborhood Association. He noted that in 2005 the GAP Neighborhood Association had sent a letter to Mayor Stockton requesting that the GAP Neighborhood be a subject for a form-based zoning project. He stated that the Association's monthly newsletter had carried articles and progress updates, 270 hand-delivered letters and notices had been given out, people had been contacted by phone and in person including commercial entities and the deacons of Mt. Pisgah Church. The Association's Secretary had made calls to property owners who did not live in the neighborhood. He noted there were features in the Pantagraph including a front-page article in July 2006. Mr. Arnold said the plan may be a compromise and not please everyone, but he regarded it as much better than the current Code. It said the proposed amendment incorporates good planning theory. He was pleased that any new construction would be held accountable to these standards.



Mr. Rayburn said he served as President of the GAP Neighborhood Association just prior to Mr. Arnold. He had formerly resided at 505 North Lee Street in the GAP neighborhood. He thought there was a concern about potentially negative in-fill occurring on vacant lots. He commented that this amendment should help protect the neighborhood from bad in-fill.

Mr. Sprague related that he owns property at 803 W. Locust St. in the GAP 6. He was satisfied with the changes that allow in Gap 6 all the uses that are presently allowed in an M-1 district. He supported this effort and believed that it would help the neighborhood move forward rather than backward.

Ms. Arnold was the founding member of the GAP Neighborhood Association. She had seen the 'ups and downs' of the neighborhood, and some problems with new construction around town. She stated that form-based zoning seemed to have potential and was pleased to participate in the study. She asserted that this plan would help the residential stay residential and yet provide potential for growth.

Ms. Curtis identified herself as President of the Northwest Neighborhood Association. She noted that there were people who had concerns regarding oversized buildings that did not conform to the neighborhood. She expressed support for this amendment.

Ms. Keach identified herself as a board member of the Davis-Jefferson Neighborhood Association and expressed support for this petition.

Mr. Simeone, President of Founder's Grove Neighborhood Association, said the GAP project could serve as a model for other neighborhoods.

Ms. Stearns, President of the Cultural District Neighborhood Association, said this amendment would help support the quality of life enjoyed in the community.

Ms. McGuffin, Vice President of the Northwest Neighborhood Association, expressed support for this proposed Form-Based Zoning Code.

Mr. Newport, President of the GAP Neighborhood Association, gave credit to Mr. Ryburn and Mr. Arnold for their leadership as past presidents of the GAP Neighborhood Association. He was concerned about the development of large rectangular barn like buildings that did not fit in the neighborhood and expressed support for approval of this petition for the Form-Based Zoning Code.

The following persons presented testimony in opposition to this proposed Form-Based Code at this public hearing:

- Mr. Lue Walters, 604 North Oak Street
- Mr. Richard Lincoln, 1221 Kim Drive
- Ms. Elaine Gruber, 519 Kickapoo, Danvers
- Mr. Larry Knuth, #2 Sandalwood, Bartonville

Mr. Walters stated his desire to repair a house at 604 N. Oak St. in the GAP neighborhood that had suffered a fire. The City staff had indicated that it was their opinion that the value of the non-conforming structure had been reduced by more than 50 percent (50%) of its pre-fire value and should be demolished. He stated his concern that over-zealous enforcement may result in many lots sitting vacant, considering the cost to rebuild may not make economic sense. He also commented that providing rental property can be a good thing in that it allows individuals a choice of affordable places to live.

Mr. Lincoln stated that he represented U.S. Insulation. He referred to the property on the southwest corner of the intersection of Locust and Catherine Streets and objected to GAP 2 residential zoning when the tract had previously held M-1 zoning. He stated that the change may adversely affect the value in that some of the potential uses would no longer be available. Ms. Anderson noted that the zoning was chosen with consideration that this was a small parcel, poorly visible from Locust Street, and was bordered by residential property to the east and south.

Ms. Gruber informed the Commission that her family owns seven (7) properties around Market Street. She presented a March 28, 2007 document, prepared by Kathryn McCaleb, to the Commission in support of commercial zoning along Market Street.

Ms. Anderson referred to a change that allows commercial uses in GAP 3 lots on Market Street as Special Uses. She also said the intent is to allow residential character to occur on Market as well. She commented that there could be too much commercial zoning and that the Downtown has excess capacity for commercial use.

Mr. Knuth acknowledged the change that allows some commercial uses in GAP 3 by a Special Use process addressed some of his concerns about his property at 401-405 W. Market St. He noted that qualifying for a federal program offering assistance in the form tax credit for historic preservation work required that the structure to have a commercial use. He would check to make sure he still qualified. He noted his preference to see a list of uses written and for the uses to be permitted without a Special Use review. Commissioner Dulac inquired whether Special Use process was really needed. Mr. Huber said that Special Use standards were placed for uses that may be compatible but the impact should be considered on an individual basis.

Mr. Knuth questioned if any work on a building would begin a requirement to conform to the new regulations. Mr. Huber replied the new work itself would have to be in conformance not the whole structure.

#### PLANNING COMMISSION PUBLIC HEARING:

After having giving due consideration to this petition and the testimony presented, the Planning Commission passed a motion on March 28, 2007, by a vote of 7 to 0, recommending Council approval of Case Z-04-07.

#### STAFF RECOMMENDATION:

April 23, 2007

1927

Staff concurs with the Planning Commission and respectfully recommends Council approval of this petition as presented in the public interest.

Respectfully submitted,

Kenneth Emmons  
City Planner

Mark R. Huber  
Director of PACE

Tom Hamilton  
City Manager

**PETITION FOR ZONING TEXT AND ZONING MAP AMENDMENTS**

STATE OF ILLINOIS            )  
   ) ss.  
 COUNTY OF MC LEAN        )

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

Now comes the City of Bloomington, McLean County, Illinois, a Municipal Corporation,  
 hereinafter referred to as your Petitioner respectfully representing and requesting as follows:

1. That the text of Chapter 44 (Zoning) of the Bloomington City Code - 1960, as amended, should be further amended for the purpose of promoting the health, safety, morals and general welfare of the City of Bloomington by the enactment of form-based zoning regulations for the Gridley, Allin and Prickett (GAP) Neighborhood;
2. That your Petitioner hereby requests that said Chapter 44 of the Bloomington City Code-1960, as amended, be further amended by the addition of Section 44.6-26 Gridley, Allin & Prickett (GAP) Form-Based Code as printed in Exhibit 1, attached hereto and made a part hereof by this reference;
3. That your Petitioner hereby requests that the Official Zoning Map for the City of Bloomington be amended as proposed in Exhibit 1 and Exhibit 2, attached hereto and made a part hereof by these references;
4. That the approval of said amendments will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code - 1960, as amended; and
5. That the approval of said amendments will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the City of Bloomington, McLean County, Illinois that is affected by the form-based zoning regulations proposed in said Exhibits 1 and 2.

WHEREFORE, your Petitioner respectfully prays that this petition to amend Chapter 44 of the Bloomington City Code - 1960, as amended, as stated herein be approved in the public interest.

Respectfully submitted,

By: Mark R. Huber  
 Director of Planning and Code Enforcement  
 City of Bloomington, A Municipal Corporation

**ORDINANCE NO. 2007 - 28**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE, CHAPTER 44 AND THE OFFICIAL ZONING MAP BY ADOPTION OF FORM-BASED ZONING REGULATIONS FOR THE GRIDLEY, ALLIN AND PRICKETT (GAP) NEIGHBORHOOD IN ACCORDANCE WITH THE PROVISIONS OF 65 ILCS 5/11-13-2, AND FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH**

WHEREAS the City of Bloomington by reason of having a population in excess of 25,000 is a home rule unit under the provisions of Article 7, Section 6, of the 1970 Constitution of the State of Illinois; and

WHEREAS the provisions of said Article 7, Section 6, authorize home rule units to exercise any power and perform any functions related to their government and affairs, including but not limited to the power to regulate; and

WHEREAS the City Council deems it necessary, for the purpose of promoting the health, safety, morals and general welfare of the City to enact zoning regulations and to provide for its administration, enforcement and amendment; and

WHEREAS the City of Bloomington, to the extent that it does not wish to exercise its home rule authority, desires to follow the provisions of 65 ILCS 5/11-13-2; and

WHEREAS the City of Bloomington Planning Commission held a public hearing on the proposed amendment of Bloomington City Code, Chapter 44 on the 23<sup>rd</sup> day of April, 2007; and

WHEREAS the Bloomington Planning Commission recommends City Council approval of said proposed amendment of Bloomington City Code, Chapter 44 after closing said public hearing thereon.

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

Section 1. That the Zoning Code of the City of Bloomington, Mc Lean County, Illinois (Bloomington City Code, Chapter 44) shall be and the same is hereby amended by the addition of Section 44.6-26 Gridley, Allin & Prickett (GAP) Form-Based Code as printed in Exhibit 1, attached hereto and made a part hereof.

Section 2. That the Official Zoning Map of the City of Bloomington, Mc Lean County, Illinois shall be and the same is hereby amended as proposed in Exhibit 1 and Exhibit 2, attached hereto and made a part hereof.

The amendment of Chapter 44 as it existed prior to the effective date of this ordinance shall in no way affect the validity of any enforcement proceedings or causes of action which shall have been pending or which may have accrued prior to the effective date of this ordinance.

This ordinance shall take effect April 24, 2007.

This ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## EXHIBIT 2

### PROPOSED AMENDMENTS TO OFFICIAL ZONING MAP

1. Rezone 701, 703, 705, 707, 709, 711, 713 & 715 West Market Street and 506 North Mason Street from “**R-2 Mixed Residence District**” to “**GAP 1 District**”
2. Rezone 701, 702, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 801, 805, 807, 809, 811, 901, 902, 903, 905, 906, 907 - 907½, 908, 909, 910, 911, & 912 West Mulberry Street; 508, 604 and 606 North Mason Street; 505, 507, 601, 603, 604 & 605 North Allin Street and 508, 510 & 603 Catherine Street from “**R-2 Mixed Residence District**” to “**GAP 2 District**”
3. Rezone 401, 403, 405, 407, 501, 502, 504, 507, 601, 603, 611, 612, 613, 614, 615, 616, 617, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 715, 716, 717, 802, 804, 806, 808, 810 and 812 West Locust Street; 607, 609, 611 and 615 West Mulberry Street; 712, 714 and 716 West Market Street; 603, 605, 608, 609 and 610 North Mason Street; 602, 604, 606, 608, 609, 610 and 612 North Oak Street; 606, 607 and 703 North Allin Street; and 613 Catherine Street from “**R-2 Mixed Residence District**” to “**GAP 3 District**”
4. Rezone 406, 408, 502 and 504 West Locust Street; 407, 507, 509, 510, 511, 606, 608 and 610 West Mulberry Street; 406, 506, 603, 606½, 607, 608, 609, 610, 612 and 613 West Market Street; 411, 412, 414, 504, 506, 508, 510, 516, 601, 602, 603, 607, 608, 609, 611, 612 and 614

North Lee Street; 505, 507, 509 and 511 North Mason Street; 504, 505, 506, 507, 508, 509, 510, 514, 603, 605, 607, 609 and 611 North Oak Street and 410 & 412 North Roosevelt Street from **“R-3B Multiple Family Residence District”** to **“GAP 3 District”**

5. Rezone 405, 407, 501, 501½, 606, 702, 704, 706, 708, 710, 801, 802, 804, 806, 808, 810 and 812 West Market Street and 500, 501, 502, 503, 505, 507, 509, 511 and 515 North Lee Street; 810 and 812 West Mulberry Street and 505 and 507 Catherine Street from **“B-2 General Business Service District”** to **“GAP 3 District”**

6. Rezone 306 & 308 West Market Street and 409 & 411 North Roosevelt Street from **“B-3 Central Business District”** to **“GAP 3 District”**

7. Rezone 902, 904 and 906 West Locust Street from **“M-1 Restricted Manufacturing District”** to **“GAP 3 District”**

8. Rezone 305, 307, 401 and 405 West Mulberry Street and 603, 606, 607, 607½, 608, 609, 610, 611, 612 and 614 North Roosevelt Street from **“R-3B Multiple Family Residence District”** to **“GAP 4 District”**

9. Rezone 402 & 404 West Mulberry Street and 502, 504, 506, 506½, 508, 510, 512, 514 and 516 North Roosevelt Street from **“B-2 General Business Service District”** to **“GAP 4 District”**

10. Rezone 505, 507, 509, 511, 513, 515, 517, 519 and 521 North Roosevelt Street from **“B-3 Central Business District”** to **“GAP 4 District”**

11. Rezone 505, 602, 602½, 902, 903, 904, 905, 906, 907, 909, 912, 913, 915, 917, and 918 West Market Street; 505 Howard Street and 504 Catherine Street from **“B-2 General Business Service District”** to **“GAP 5 District”**

12. Rezone 411 and 502 North Oak Street from **“R-3B Multiple Family Residence District”** to **“GAP 5 District”**

13. Rezone 801, 803, 805, 809 and 811 West Locust Street from **“M-1 Restricted Manufacturing District”** to **“GAP 6 District”**

14. Rezone 507 and 509 Howard Street from **“M-1 Restricted Manufacturing District”** to **“GAP 2 District”**

**PETITION FOR ZONING TEXT AND ZONING MAP AMENDMENTS**

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF MC LEAN        )

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

Now comes the City of Bloomington, McLean County, Illinois, a Municipal Corporation, hereinafter referred to as your Petitioner respectfully representing and requesting as follows:

1. That the text of Chapter 44 (Zoning) of the Bloomington City Code - 1960, as amended, should be further amended for the purpose of promoting the health, safety, morals and general welfare of the City of Bloomington by the enactment of form-based zoning regulations for the Gridley, Allin and Prickett (GAP) Neighborhood;
2. That your Petitioner hereby requests that said Chapter 44 of the Bloomington City Code-1960, as amended, be further amended by the addition of Section 44.6-26 Gridley, Allin & Prickett (GAP) Form-Based Code as printed in Exhibit 1, attached hereto and made a part hereof by this reference;
3. That your Petitioner hereby requests that the Official Zoning Map for the City of Bloomington be amended as proposed in Exhibit 1 and Exhibit 2, attached hereto and made a part hereof by these references;
4. That the approval of said amendments will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code - 1960, as amended; and
5. That the approval of said amendments will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the City of Bloomington, McLean County, Illinois that is affected by the form-based zoning regulations proposed in said Exhibits 1 and 2.

WHEREFORE, your Petitioner respectfully prays that this petition to amend Chapter 44 of the Bloomington City Code - 1960, as amended, as stated herein be approved in the public interest.

Respectfully submitted,

By: Mark R. Huber  
Director of Planning and Code Enforcement  
City of Bloomington,  
A Municipal Corporation



**ORDINANCE NO. 2007 - 29**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE, CHAPTER 44 AND THE OFFICIAL ZONING MAP BY ADOPTION OF FORM-BASED ZONING REGULATIONS FOR THE GRIDLEY, ALLIN AND PRICKETT (GAP) NEIGHBORHOOD IN ACCORDANCE WITH THE PROVISIONS OF 65 ILCS 5/11-13-2, AND FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH**

WHEREAS the City of Bloomington by reason of having a population in excess of 25,000 is a home rule unit under the provisions of Article 7, Section 6, of the 1970 Constitution of the State of Illinois; and

WHEREAS the provisions of said Article 7, Section 6, authorize home rule units to exercise any power and perform any functions related to their government and affairs, including but not limited to the power to regulate; and

WHEREAS the City Council deems it necessary, for the purpose of promoting the health, safety, morals and general welfare of the City to enact zoning regulations and to provide for its administration, enforcement and amendment; and

WHEREAS the City of Bloomington, to the extent that it does not wish to exercise its home rule authority, desires to follow the provisions of 65 ILCS 5/11-13-2; and

WHEREAS the City of Bloomington Planning Commission held a public hearing on the proposed amendment of Bloomington City Code, Chapter 44 on the 23<sup>rd</sup> day of April, 2007; and

WHEREAS the Bloomington Planning Commission recommends City Council approval of said proposed amendment of Bloomington City Code, Chapter 44 after closing said public hearing thereon.

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

Section 1. That the Zoning Code of the City of Bloomington, Mc Lean County, Illinois (Bloomington City Code, Chapter 44) shall be and the same is hereby amended by the addition of Section 44.6-26 Gridley, Allin & Prickett (GAP) Form-Based Code as printed in Exhibit 1, attached hereto and made a part hereof.

Section 2. That the Official Zoning Map of the City of Bloomington, Mc Lean County, Illinois shall be and the same is hereby amended as proposed in Exhibit 1 and Exhibit 2, attached hereto and made a part hereof.

The amendment of Chapter 44 as it existed prior to the effective date of this ordinance shall in no way affect the validity of any enforcement proceedings or causes of action which shall have been pending or which may have accrued prior to the effective date of this ordinance.

This ordinance shall take effect April 24, 2007.

This ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Petition be approved and the Ordinance passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proposed Ordinance Amending Chapter 27, Sections 2, 16, 27 and 30 and Chapter 16, Section 36 of the City Code

Staff is in the process of reviewing Chapter 27 of the City Code, Water Department, and is respectfully requesting that the following changes be made. Staff is requesting changes in

Chapter 27, Section 2: Definitions, Section 16: All Water to be Metered, Section 27: Water Rates and Section 30: No Obligation to Furnish When Delinquent – Shut Off notice. Additionally, staff is recommending a change to Chapter 16, Department of Finance, Section 36, Charge for Returned Checks. These changes are based upon the following recommendations/issues:

- The City has experienced more irrigation systems being installed with newer homes. The definition of an irrigation system will be added to the definitions in the Code in Section 2 of Chapter 27.
- Also referring to irrigation systems, by adding to Section 16 of Chapter 27, the Water Department can address the proper construction of irrigation systems. Additionally, although currently not addressed in the Code, irrigation systems have been exempted from City sewer charges, as well as charges from the Bloomington and Normal Water Reclamation District since irrigation systems are designed to exclusively provide water to lawns and shrubs and should not be adding to the load of the sanitary sewer collection and treatment system. This exemption will be codified. The Water Department policy that does not suspend irrigation accounts in non-irrigating months is codified as well.
- When it is time to disconnect water service due to non-payment on an account, staff has already invested a considerable amount of time and effort in this process. The customer has been notified by the message block on the water bill in one month. The following month, the customer has been mailed a completely separate disconnect notice in addition to the current month's bill, which shows the delinquent amount. For multi-unit buildings, there is also a legally mandated posting of the property or providing a separate mailing to the tenants and landlord informing them of the scheduled service disconnection.
- It is the Water Department's policy to physically post notices on tenant's doors to reduce issues of whether a notice was received or not. Prior to disconnection, the Water Meter Service Crew must locate and mark the curb stop valve which controls the water flowing through the service line. Lastly, on the actual shut off day, the Water Meter Service Crew members must physically travel to each property that is on the shut-off list to disconnect the water. This obviously requires an employee's time and equipment to complete this task. The water service disconnection process is actually a two-part process where the water service is disconnected and then reconnected at a later time, once the bill has been paid. This takes two trips to the delinquent property. The proposed text amendment is actually just a change in terminology for the current "reconnect fee"; it does change the fee. Staff believes it is more appropriate to call this fee a "delinquency fee" in recognition of the additional time and effort processing delinquent accounts represents. Staff is currently studying the true cost of the entire disconnection/reconnection process in order to obtain and present a revised delinquency/reconnection fee to Council that reflects the true cost of this process. Delinquent customers that are disconnected would be required to pay the reasonable cost of this process. A change to Section 27 of Chapter 27 addresses this issue.
- The addition of "Payment Agreements" as an option in restoring/continuing the water service to a premises was added to the City Code in 2006. Payment Agreements (either written or a verbal promise-to-pay) allow flexibility in working with customers that need additional time to

pay a City Services bill without the risk of having water service terminated, if the Payment Agreement is being fulfilled.

However, because these Payment Agreements are developed manually, outside the computerized billing program, there is additional time and effort that must be expended in setting up and monitoring these payment plans. In essence, all customers, whether they have ever entered into a Payment Agreement or not, pay a portion of the costs to cover the additional time and effort of initiating and monitoring Payment Agreements. In recognition of this additional time and effort for the initiation and monitoring of these plans, staff is requesting the creation of a modest Ten Dollar (\$10) Payment Agreement Initiation fee to marginally cover the additional costs created by the Payment Agreements. This fee would be added in Section 30 of Chapter 27.

- The City's Not-Sufficient Funds (NSF) check fee is not part of Chapter 27 of the City Code, Water Department, but is covered in Chapter 16, Department of Finance. This change to Chapter 16 will affect the Water Department operations as the City Services bills are paid through the Water Department Customer Service Division. The fee is currently \$15 and has been for many years. Most businesses have adopted a \$25 returned check fee to reflect the true cost of handling a returned check. This fee is not viewed as a revenue generator; rather it is intended to act as a deterrent to having NSF checks passed to the City.

Staff respectfully requests that Council approve the Text Amendments to Chapters 16 and 27 and the Ordinance be passed.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**ORDINANCE NO. 2007 - 30  
AN ORDINANCE AMENDING BLOOMINGTON  
CITY CODE CHAPTERS 27 AND 16**

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

SECTION 1. Bloomington City Code Chapter 27, Section 2, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

(ii) “Irrigation system” means an in-ground plumbing system with sprinkler heads, which is designed for the express purpose of providing water to lawns and shrubbery.

SECTION 2. Bloomington City Code Chapter 27, Section 16, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

All water services, whether for domestic or commercial purposes, shall be metered.

All water mains that are the maintenance responsibility of the property owner shall be metered at the property line, and a back flow device approved by the Director of ~~Engineering &~~ Water shall be installed at the location of such meter.

All irrigation systems shall be supplied by a separate water tap on the water main, with a separate curb stop, a water meter, a remote reading device and an approved cross connection control device. However, an irrigation system may, with the written consent of the Director of Water, be connected to an existing domestic water service, provided that: the domestic water service is properly sized to provide both domestic service and irrigation flows (as determined by the Water Department) and the irrigation system meets all other criteria for it’s construction, particularly that it is supplied with a curb stop valve separate from the domestic water service.

SECTION 3. Bloomington City Code Chapter 27, Section 27, following the service charges table, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Effective on billing cycles beginning July 1, 2006, the cost of City water shall be ascertained according to the amount of water used during the month for which the charge is made and shall be graduated as follows:

	<u>Rate Per 100 Cubic Feet</u>	
	<u>Inside City</u>	<u>Outside City</u>
First 2,300 cubic feet per month	\$3.06	\$6.92
Next 11,700 cubic feet per month	\$2.95	\$6.79
Next 486,000 cubic feet per month	\$2.61	\$5.91
Over 500,000 cubic feet per month	\$2.05	\$4.67

Bloomington Township	\$3.06
Village of Hudson	\$2.31
Village of Towanda	\$2.31

The rates charged for water taken by truck from the City Pumping Station at Lake Bloomington or the City Pumping Station at Mason and Division Streets shall be twenty-five cents (\$0.25) per forty (40) gallons and such water shall be used as potable water only.

The rates charged for water shall in no case be less than the monthly which shall be determined by the water meter size as follows:

Meter Size	Inside City Amount	Outside City Amount
5/8 inch	\$2.50	\$4.00
3/4 inch	\$3.50	\$5.00
1 inch	\$5.00	\$7.50
1 1/2 inch	\$8.00	\$10.00
2 inch	\$12.00	\$15.00
3 inch	\$21.00	\$30.00
4 inch	\$35.00	\$50.00
6 inch	\$70.00	\$100.00
8 inch	\$110.00	\$150.00

Rate review: The adequacy of the water service charge shall be reviewed, not less often than annually, by Certified Public Accountants for the City of Bloomington in their annual audit report. The water service charge shall be revised periodically to reflect a change in local capital costs or operations, maintenance and replacement costs.

Revenues: All revenues and moneys derived from the operation of the water system shall be deposited in the water account of the water fund. All such revenues and moneys shall be held by the City of Bloomington treasurer separate and apart from his private funds and separate and apart from all other funds of the City of Bloomington treasurer not more than ten days after receipt of the same, or at such more frequent intervals as may from time to time be directed by the Mayor & Council.

The City of Bloomington Treasurer shall receive all such revenues from the water system and all other funds and moneys incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "City of Bloomington Water Maintenance and Operation Fund." Said treasurer shall administer such fund in every respect in the manner provided by the Constitution of the State of Illinois and the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*

Accounts: The City of Bloomington treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the water system, and at regular annual intervals he shall

cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the water system.

In addition to the customary operating statements, the annual audit report shall reflect the revenues and operating expenses of the water facilities, including replacement cost. The financial information to be shown in the audit report shall include the following:

1. Flow data showing total gallons received at the water plant for the current fiscal year.
2. Billing data to show total number of gallons billed per fiscal year.
3. Debt service for the next succeeding fiscal year.
4. Number of users connected to the system.
5. Number of non-metered users.

Appeals: The method for computation of rates and service charges established for user charges shall be made available to a user within 10 days of receipt of a written request for such, submitted to the Director of Engineering and Water. Any questions of fact or law regarding possible overcharges shall be settled by reference to the "Tax Rights and Responsibility Ordinance", found in Article XV of Chapter 39 of the City Code. For the purposes of such Article XV, payments for water shall be deemed to be a tax.

Access to Record: The Illinois Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers and records of the City of Bloomington which are applicable to the City of Bloomington system of user charges for the purpose of making audit, examination, excerpts and transcripts thereof to insure compliance with the terms of an IEPA Loan Agreement.

Irrigation systems: Irrigation systems shall only be charged the monthly service charge (fixed charge) and the applicable water rates as calculated from the monthly service charge and water rates in effect at the time. Monthly service charges (fixed charges or non-volumetric based charges) for irrigation meters will not be suspended during non-irrigating months.

SECTION 4. That Bloomington City Code Chapter 27, Section 30, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

The City shall be under no obligation to furnish water to any premises for which a delinquent City Services bill remains unpaid. If any water charges, meter repair or any other charges for any building or premises are not paid within thirty (30) days of the due date of the City Services bill, the water service may be disconnected at once by whatever means necessary. The water service shall not be restored for said premises until all charges and penalties are paid or a written payment agreement has been entered into for payment of those charges and penalties, and in addition thereto a Thirty Dollars=(\$30.00) delinquency fee to be assessed as of the shut off day. ~~for restoring said water service if the same is restored during regular service~~

~~restoration hours which are specified to be 8:00 A.M. to 2:00 P.M., Monday through Friday, excluding holidays.~~ If the service is restored outside of regular service restoration hours, the customer shall pay the City in advance, for the actual cost of the restoration of water service plus the delinquency fee. If a written payment agreement is not fulfilled, the customer shall be disconnected at any time following the failure to fulfill the agreement. The fee for the initiation of a Payment Agreement (either verbal or written) shall be Ten Dollars (\$10) and will be added to the City Services bill for the account that the Payment Agreement was created for. Governmental agencies of every kind, including subordinate agencies of the Federal, the State of Illinois, the County of McLean, and municipal corporations shall be exempt from the penalty provisions of this Ordinance.

SECTION 5. That Bloomington City Code Chapter 16, Section 36, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

The Director of Finance shall have the authority to impose a ~~\$15.00~~ \$25.00 fee against any person who presents a check made payable to the City of Bloomington to satisfy any obligation due from such person to the City, when such check is not honored by such person's financial institution after having been duly presented for payment. ~~on the grounds that such person has insufficient funds in his or her account to satisfy the check.~~

SECTION 6. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 7. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 9. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**Alderman Huette requested that this item be clarified. He questioned whether the monthly minimum charge would still be in effect. Craig Cummings, Director of Water, addressed the Council currently there was and in the future would be a monthly minimum charge to cover depreciation and fixed costs. Additional charges were based on water usage.**

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Text Amendments be approved and the Ordinance passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Lots 1 and 2, Block 23 of Camp Potawatomie from Morgan and Kristine J. Raines to Paul Kinsella

Staff has reviewed the Lake Bloomington Lease Transfer Petition and septic system inspection report for Lots 1 and 2, Block 23 of Camp Potawatomie from Morgan and Kristine J. Raines to Paul Kinsella. This is a relatively new (installed 1995) septic system that is sized correctly for the home. The septic system was found to be in working order, although there are a few minor deficiencies that need to be addressed. The septic system needs to be pumped and the septic system tank has 17 inches of earth cover while Code states that no greater than 12 inches of earth cover should be present at the access point to the tank. Therefore, as conditions of approval for this lake lease transfer, the septic system needs to be pumped immediately, but no later than May 1, 2007 with proof of such work provided to Water Department, and a riser or risers added to the access manhole to bring the access within 12 inches of the existing ground surface by June 1, 2007.

Staff respectfully requests that Council approve the Lake Bloomington Lease Transfer for Lots 1 and 2, Block 23 of Camp Potawatomie from Morgan and Kristine J. Raines to Paul Kinsella and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Matejka 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 Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Paul R. Hafley and Judith M. Hafley requesting approval of the Final Plat of the Hafley Subdivision, which is commonly located within 1½ miles of the City limits, south of County Highway 30, west of the P.C. Railroad, north of I-74, and east of the Gabriel Subdivision, consisting of approximately three (3) acres (Case FS- 01-07) (southeast of Ward #8)

Background Information:

Adjacent Zoning

north – A, Agriculture District (County zoning)  
south – A, Agriculture District (County zoning)  
east – A, Agriculture District (County zoning)  
west – A, Agriculture District (County zoning)

Adjacent Land Uses

north - agriculture & single family home  
south - agriculture & single family home  
east - agriculture & single family home  
west - agriculture

Current zoning: A- Agriculture District (County zoning)

The property in question is located within one and one half (1½) miles of the City's corporate limits and therefore is subject to the Bloomington Land Subdivision Code. Mr. and Mrs. Hafley wish to separate their three (3) acre farmstead from their contiguous 20.45 acre farmland to the southwest for purposes of refinancing. They wish to plat the southeastern 3.00 acres of their property as a separate lot of record. The legal description on the final plat includes an access

easement across the north side of the petitioners' property from County Highway 30 to the adjacent property to the east, as described in Warranty Deed 96-7805.

The petitioners are requesting the following waivers from the Bloomington Land Subdivision Code:

- waiver of preliminary plan filing requirements;
- waiver of the adjacent substandard roadway guarantee;
- waiver of storm water detention requirements;
- waiver of park dedication fee requirements;
- waiver of the requirement to include all contiguous property in the same ownership on the plat;
- waiver of public hearing by the Planning Commission;
- waiver of public sanitary sewer service and public water service.

The staff recommends that the following requested waivers be granted for this case:

- The preliminary plan submission requirements should be waived in this case involving only a one lot subdivision with no required public improvements.
- The adjoining road is improved as a County Highway and is under the jurisdiction of the McLean County Highway Department.
- This one lot subdivision does not create a need for additional storm water detention facilities in the drainage area.
- There is no fee in lieu of park dedication for this subdivision because no additional dwelling units will be constructed.
- The waiver of the requirement to include all contiguous property in the same ownership on the plat is appropriate for this simple one lot rural subdivision.
- Waiver of the public hearing by the Planning Commission should not be granted.
- The water and sewer requirements can be waived because no public water supply or public sewer is located within a reasonable distance of the property in question.

#### PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on April 11, 2007. Mrs. Judith M. Hafley, 16853 Old Colonial Road, presented arguments in favor of this petition at this public hearing. She stated that her bank had requested that this lot be platted for purposes of refinancing. The bank is requiring that they plat the southeastern 3.00 acres of their property as a separate lot of record.

Mr. Dan Bozarth, 670 Pine Street, El Paso, IL, stated that he owns the land directly to the east of the property in question and has no objection to the proposed plat provided that it shows the 25 foot wide access easement for ingress and egress purposes through the Hafley Subdivision along the southwestern right-of-way line of the Penn Central Railroad from County Highway 30 to his property to the east. Mrs. Hafley stated that she wanted this easement to be preserved for the benefit of the land owners to the east.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and testimony presented, the Planning Commission passed a motion by a vote of 8 to 0 recommending Council approval of Case FS-01-07 with the access easement depicted.

STAFF RECOMMENDATION:

Staff recommends Council approval of approval of the Final Plat of the Hafley Subdivision in Case FS-01-07 with the access easement depicted and with all of the requested waivers except for the waiver of the public hearing by the Planning Commission.

Respectfully,

Kenneth Emmons  
City Planner

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 Paul R. Hafley & Judith M. Hafley thereafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit 1 which is attached hereto and made a part hereof by this reference, of are 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 your petitioners seek approval of the Final Plat for the subdivision of said premises to be known and described as Hafley Subdivision
3. That your petitioners also seek approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
  - waiver of preliminary plan filing requirements;
  - waiver of the adjacent substandard roadway guarantee;
  - waiver of storm water detention requirements;
  - waiver of park dedication fee requirements;
  - waiver of the requirement to include all contiguous property in the same ownership on the plat;
  - waiver of public hearing by the Planning Commission;
  - waiver of public sanitary sewer service and public water service.

THEREFORE, your petitioners respectfully pray that said Final Plat for the Hafley Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By

\_\_\_\_\_

**ORDINANCE NO. 2007 - 32****AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
HAFLEY SUBDIVISION**

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 Hafley Subdivision, 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:

- waiver of preliminary plan filing requirements;
- waiver of the adjacent substandard roadway guarantee;
- waiver of storm water detention requirements;
- waiver of park dedication fee requirements;
- waiver of the requirement to include all contiguous property in the same ownership on the plat;
- waiver of public hearing by the Planning Commission;
- waiver of public sanitary sewer service and public water service; 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 except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

1. That the Final Plat of the Hafley Subdivision and any and all requested waivers, 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.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk**EXHIBIT A**

Part of the east half of the northeast quarter of Section 26, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: beginning at an iron pin at the intersection of the east line of the northeast quarter of said Section 26 and the southwesterly right of way line of the Penn Central Railroad; thence, south 00°-15'-31" east, 265.00 feet to an iron pin; thence north 89°-13'-32" west, 300.00 feet to an iron pin; thence north 55°-13'-28" west, 135.01 feet to an iron pin; thence north 34°-46'-32" east, 359.75 feet to an iron pin; thence north 55°-13'-28" west, 291.00 feet to an iron pin; thence, north 52°-58'-35" west, 543.90 feet to an iron pin on a centerline of public road F.A.S. Route No. 1478, Section 36G, McLean County, Illinois, also known as County Highway 30 and commonly known as Old Colonial Road; thence, south 87°-44'-00" east, 43.85 feet along the centerline of said public road to an iron pin at the southwesterly right of way line of the Penn Central Railroad; thence, south 52°-58'35" east, 507.38 feet along the southwesterly right of way line of the Penn Central Railroad to an iron pin; thence, south 55°-13'-28" east, 522.10 feet to the point of beginning containing 3.00 acres more or less of which 0.04 acres more or less is located in the public right of way.

Including an access easement along the south and west side of said railroad right of way as described in Warranty Deed 96-7805, also including a 25-foot wide easement for ingress and egress purposes for the property lying adjacent to the west of said Lot 1 extending southeasterly 25 feet along the southwesterly right of way line of the Penn Central Railroad from the south right of way line of said public road.

**Motion by Alderman Finnegan, seconded by Alderman Matejka that the Final plat be approved with the following waivers: 1.) the preliminary plan submission requirements should be waived in this case involving only a one lot subdivision with no required public improvements; 2.) the adjoining road is improved as a County Highway and is under the jurisdiction of the McLean County Highway Department; 3.) this one lot subdivision does not create a need for additional storm water detention facilities in the drainage area; 4.) there is no fee in lieu of park dedication for this subdivision because no additional dwelling units will be constructed; 5.) the waiver of the requirement to include all contiguous property in the same ownership on the plat is appropriate for this simple one lot rural subdivision; and 6.) the water and sewer requirements can be waived because no public**

**water supply or public sewer is located within a reasonable distance of the property in question, and the Ordinance passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from John Moran, Owner, Lot 201 in Tipton Trails Subdivision Third Addition, Requesting Approval of a Building Setback Vacation Plat

A petition has been received from John Moran requesting approval of a Building Setback Vacation Plat for Lot 201 in Tipton Trails Subdivision Third Addition. This subdivision is located south of College Avenue and west of Airport Road. This plat calls for the vacation of the northerly ten (10) feet of the southerly thirty (30) feet of Lot 201 in Tipton Trails Subdivision Third Addition, reducing the building setback to twenty (20) feet. This vacation is also the subject of a petition before the Zoning Board of Appeals. That petition has not been heard to date as Mr. Moran has requested that it be laid over.

Staff is in opposition to this petition as this is a new home on a new lot and no hardship has been shown. Staff respectfully recommends that Council deny the Petition seeking approval of a Building Setback Vacation Plat for Lot 201 in Tipton Trails Subdivision Third Addition.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager



**PETITION FOR VACATION OF BUILDING SETBACK FOR LOT 201  
TIPTON TRAILS, THIRD ADDITION**

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF MCLEAN     )

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

Now comes John Moran, hereinafter referred to as your Petitioners, respectfully representing and requesting as follows:

1.     That your Petitioner is interested as owner in the premises hereinafter described in Exhibit(s) A attached hereto and made a part hereof by this reference;
2.     That your Petitioner seeks approval of the vacation of Front Setback true 30' to 20' adjacent to said premises;
3.     That said vacation of Front Setback from 30' to 20' is reasonable and proper because such land is on a cul de sac is not needed for public right of way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that 10' can be vacated be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: John Moran

**ORDINANCE NO. 2007 - 31****AN ORDINANCE PROVIDING FOR THE VACATION OF  
BUILDING SETBACK FOR LOT 201, TIPTON TRAILS, THIRD ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of Front Setback from 30' to 20'; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said Front Setback from 30' to 20' as requested in this case.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

1. That Front Setback from 30' to 20' is hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated setback for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

The Northerly 10 feet of the Southerly 30 feet of Lot 201 in Tipton Trails Subdivision Third Addition, recorded as Document No. 2002R00024828 in the McLean County Recorder of Deeds Office, in the SE ¼ of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois.

**Alderman Huette questioned if Mark Huber, Director Planning Code, had any comments regarding this petition. Mr. Huber stated there are two (2) issues with this petition. The first was the lot's development and size was approved six (6) years ago. Secondly, the final plat for this lot showed a building setback which meets City code.**

**Alderman Matejka questioned if the petition had already been heard by the Zoning Board of Appeals (ZBA). Mr. Huber stated that it was currently pending. The variance was granted by the ZBA. A plat amendment can only be done by the Council. This petition, if approved, would be returned to the ZBA for another hearing. The ZBA required a petitioner show hardship. Staff believed that Mr. Moran could meet the required buildable area without hardship.**

**Alderman Matejka questioned if approval would make a difference to the adjoining properties. Mr. Huber acknowledged that it would have no impact on the adjoining properties.**

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

**Motion carried.**

**John Moran, 7 Bohrer Ct., addressed the Council. He presented documents and drawings of the lot in question. He expressed his appreciation to the City Clerk's Office for the hard work.**

**He explained one drawing which showed the locations of current homes and the buildable area between the lots. The lot in question was different because it had lost much of its depth due to the cul de sac. Only a small portion of the house will extend into the existing thirty (30') foot setback. He cited several other cul de sacs within the Tipton Trails Subdivision which had already changed the setbacks. This lot was of average size for this subdivision.**

**Mr. Moran than stated the Final Plat for this subdivision showed a twenty (20') setback. He was unsure as to why it is necessary to go through this process. He presented the site plan which he believed was well aligned based upon the arc of the cul de sac.**

**Mayor Stockton questioned about the impact of the setback in comparison to the companion lot across the street. Mr. Moran stated the companion lot had eight (8) additional feet of depth.**

Mayor Stockton expressed his concern about an end result. Alderman Huette had received he has a letter from the owner of the adjoining property which is in favor of this adjusted 20' setback. Mr. Moran stated none of the surrounding neighbors had any objections to this petition. They believe it will mean a nicer looking home.

Alderman Purcell questioned the size of the rear yard if this petition were granted. Mr. Moran stated it would have the 30' required for a rear yard.

Mayor Stockton asked Mark Huber to address the Council. Mayor Stockton expressed his concern with the alignment of the homes. He asked Mr. Huber if the City offered a variable setback, meaning one side of the house would be at one setback amount, but the other side of the house may have a different setback amount. Mr. Huber said he had not heard it proposed before. Tom Hamilton asked Mr. Huber if one of the cul de sac's in Tipton Trails was zoned differently than the cul de sac in question. Mr. Huber answered affirmatively.

Mark Huber said sometimes the setback line is adjusted for "pie-shaped" lots where the width of the lot is an issue. The width of this lot is not in question. Mr. Huber went on to explain this is more of a philosophical issue where a builder is given a buildable lot and the area meets the setback requirements. Granting a 20' setback affects parking in the driveway, as well as uniformity in the neighborhood.

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

**Motion carried.**

**Motion by Alderman Huette, seconded by Alderman Matejka that the Building Setback Vacation Plat be approved and the ordinance passed.**

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

**Ayes: Aldermen Crawford, Huette, , Finnegan, Gibson, Hanson, and Matejka**

**Nays: Aldermen Schmidt and Purcell.**

**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 Peggy Jo Schluchter, Trust No. H-258, requesting approval of an Annexation Agreement providing for Annexation to the City and A-Agriculture District zoning for 2.4 acres, commonly located in the Southwest Quarter of Old Town Township, south of the Norfolk Southern Railroad, approximately 1,628 feet east of Township Road 1800 E (Abraham Road) and approximately 3,300 feet west of Towanda-Barnes Road, along Brokaw Road (Township Road 1150 N) (Case Z-03-07)(south of Ward #8)

BACKGROUND INFORMATION:

Adjacent Zoning

north – A, Agriculture (County Zoning)  
 south- A, Agriculture (County Zoning)  
 east – A, Agriculture (County Zoning)  
 west – R-1C, High Density Single Family Residence  
 District & C, Commercial (County Zoning)

Adjacent Land Uses

north - vacant/ agriculture  
 south - vacant/ agriculture  
 east - vacant/ agriculture  
 west - vacant/ agriculture

Comprehensive Plan: recommends “light industrial” use for this property.

The annexation of the 300’ x 350’ property in question includes the annexation of that portion of Brokaw Road that is contiguous to this property. Brokaw Road is a narrow township road in Old Town Township that is located south of the Norfolk Southern Railroad. The City is planning to install a sanitary sewer along Brokaw Road and the Norfolk Southern Railroad to serve the Grove on Kickapoo Creek Subdivision and other future subdivisions along Ireland Grove Road in the Kickapoo Creek watershed. The annexation of the subject 2.4 acres and the abutting road will facilitate the City’s installation of this sanitary sewer within easements to be granted by the owner in return for \$610 in reimbursements from the City as follows: \$360 for the easement, \$240 for crop damages and \$10 for an easement fee. No change in land use is contemplated.

The title of this agreement should be corrected to read “ANNEXATION AGREEMENT” instead of “ANNEXATION AGREEMENT”.

PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission opened a public hearing on this petition on March 28, 2007 and continued the public hearing until April 11, 2007 at the request of Ms. Hannah Eisner, Deputy Corporation Counsel. No testimony was presented at the March 28, 2007 hearing. At the April 11th hearing, Mr. Phil Reynolds, 8270 N. 2200 East Road, Downs, IL, Old Town Township Road Commissioner, testified in opposition to this petition for annexation.

He stated that Old Town Township will lose from \$1,200 to \$1,600 per mile per year in Motor Fuel Tax revenue when Abraham Road and Brokaw Road adjacent to the subject premises are

annexed to the City. He expressed concern about road maintenance vehicles having to travel over the City's roads to get from one portion of Township road to a separate portion of Township road. Mr. Reynolds also expressed concerns about heavy truck traffic damaging the Township roads when traveling to new construction sites in the City. He expressed concern about additional traffic being detoured on to Township roads (for example: when Ireland Grove Road was closed by the City for six (6) weeks to install a new water main).

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented on April 11, 2007, the Planning Commission passed a motion by a vote of 9 to 0 to recommend Council approval of Case Z-03-07 with an additional recommendation that City staff be encouraged to work with the Old Town Township Road Commissioner to collaborate and coordinate the planning of road detours and truck routes in construction areas.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of this revised Annexation Agreement in Case Z-03-07.

Respectfully,

Kenneth Emmons  
City 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 Peggy Jo Schluchter, Trust NO. H-258, hereafter referred to as "Owner", the parties agree effective this 20<sup>th</sup> day of January, 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 A-Agricultural Zoning District.
4. Owner agrees to grant to the City an easement for a sanitary sewer as depicted on attached Exhibit B.
5. City agrees to reimburse owner Three Hundred Sixty Dollars (360.00) for the easement, and additional Two Hundred Forty Dollars (\$240.00) for crop damages and Ten Dollars (\$10.00) for an Easement Fee for a total compensation of Six Hundred Ten Dollars (\$610.00).
6. 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

1956

April 23, 2007

Owner: Peggy Jo Schlucter, Trust No. H -  
258

BY:



**PETITION FOR ANNEXATION TO 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 Peggy Jo Schlucter, Trust No. H-258, hereinafter referred to as your petitioner,  
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 and a part hereof by this reference;
2. That said premises presently have 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;
5. That your petitioners hereby request that they 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,

By: Peggy Jo Schlucter

**ORDINANCE NO. 2007 - 33****AN ORDINANCE ANNEXING 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 Peggy Jo Schlucter Trust No. H-258, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; 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 place 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 A 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 FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

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

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert  
City Clerk

### **EXHIBIT A**

The Northernmost 300 feet of even width of Lot 2 except the West 100 acres thereof in the Southwest Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois.

**Mayor Stockton invited Tom Hamilton, City Manager to address the Council. Mr. Hamilton stated the four (4) annexations were the same situation regarding annexation for right of way for the sewer to the Grove Subdivision. This would be a major connection for the east side sewer system. Long term it would provide a major connection for efficient sewer flow management. These sewers would be able to use the Randolph treatment facility. There would be another connection south to the Village of Downs.**

**Alderman Matejka questioned if there was any interest in developing the annexation parcels. Mr. Hamilton responded negatively. Once the sewer line was in place, he expected there would be greater interest in the land. There were water utilities in the area. These annexations would provide utilities to the southeast. This should meet the City's sewer needs for decades. There was flexibility within this plan. The Bloomington Normal Water Reclamation District would make the decision regarding the use of the Randolph plant based upon need. The Planning Commission has already approved this plan.**

**Mayor Stockton opened the Public Hearing.**

**Lee Ann Doras, 23788 E. 800 N. Road, LeRoy addressed the Council reading from a prepared statement. Decisions were being made with too little consideration for the long term. They provided only an illusion of growth. She believed that growth needed to be incorporated into carefully. Long range planning needed to be beneficial and hold to the future good for the entire community. Approving growth that is poorly planned leads to urban sprawl. It loses sight of what was best for the community. By annexing this land, the City was taking land from Old Town Township. The Township's tax base away would be taken, which in turn hindered its ability to provide services effectively. She encouraged the Council to think through what was right for McLean County. It was not just taking farmland, but looking for real growth and progress throughout the community.**

**Mayor Stockton questioned the meaning of her statement of "illusion of growth". She clarified by saying the City continued to take land from the Township. Mayor Stockton asked if she would prefer Old Town Township develop the land or if her preference was no development. She believed that planned growth would be better. By building the Grove, the City had already "jumped over" planned growth. The sewer lines**

should have been planned and the annexations taken place prior to the approval of this subdivision. It was not planned correctly. She suggested the City look in other directions for development and stop taking land from Old Town Township. Mayor Stockton questioned if Ms. Doras would like her comments referenced for each of the annexations. She responded affirmatively.

Phil Reynolds, 8270 N 2200 E. Road, Downs, Old Town Township Road Commissioner, addressed the Council. He presented the Council with photographs of 2100 E Rd. He cited his concern with annexations regarding Abraham Road, north of the railroad tracks. In addition, he cited his concern regarding construction traffic. Once this land was annexed to the City, there may be one small piece of road that would not be within the City's jurisdiction. Old Town Township would still be responsible for it, even though it would be used by the Grove Subdivision residents. He was concerned about the road conditions. The Township had already repaired same. It was difficult due to Old Town Township's small budget, (\$330,000). He brought this issue before the Planning Commission, the Council, and City staff. There has been no resolution.

Mr. Hamilton cited the road plans for the Grove Subdivision. The City had tried to keep construction traffic on the specific, agreed upon road. The burden of township roads was on the Old Town Township as the road had not been annexed. Developers have offered \$50,000 for the approach to the bridge. Mr. Reynolds stated blacktop road was very narrow with gravel along the sides. He believed the whole road needed to be upgraded. Old Town Township cannot afford the upgrades, nor does it want to upgrade a road that the City would eventually take over.

Discussion continued between Mr. Reynolds and Mr. Hamilton regarding 2100 E. Road. Mr. Reynolds stated the road would be divided in to four (4) sections. The City and Township would be responsible for alternating portions. Mr. Hamilton stated there had been a negotiation where if fifty percent (50%) of the right of way was annexed, the City would take over maintenance of the entire road. Negotiation had been rejected by the Township. Mayor Stockton questioned the impact of the development surrounding the annex. Mr. Hamilton stated the City asked the Airport Authority to annex their land to the City in order to meet weight limits. Brokaw Rd. would be annexed.

Mayor Stockton questioned what he would Mr. Reynolds like done with these issues. Mr. Reynolds wanted the City to take control of Ireland Grove Road, up to the railroad tracks. Mayor Stockton questioned Mr. Hamilton regarding the annexation of a small portion on either side of the railroad tracks with Brokaw Road. There would be no development because it was the sewer. He questioned if there were any particular conditions that should be included on the annexation. Mr. Hamilton replied, if the Airport Authority requested to annex the additional land, the Council should direct staff to ensure the land to the north of Brokaw Road up to Ireland Grove Road is annexed as well. Mayor Stockton questioned Mr. Reynolds regarding this suggestion. Mr. Reynolds was in agreement.

**Alderman Hanson resided in the area in question and developers have funds to invest in these areas and would want improved roads for the new developments. Mr. Reynolds noted that Bloomington Township was in a similar situation. They needed to upgrade rural roads due to annexed developments. Old Town Township does not want to be responsible for a small portion of a road. Developers would force the issue of improved roads with the City. Mr. Hamilton noted that the developers must post a bond to improve substandard roads.**

**Mayor Stockton questioned if there was anything further that would need to be added to these annexations. Mr. Hamilton responded negatively. Mayor Stockton then asked Mr. Reynolds if he would like his comments to apply to all four (4) annexations. Mr. Reynolds responded affirmatively.**

**Mayor Stockton closed the Public Hearing.**

**Motion by Alderman Matejka, seconded by Alderman Hanson that the revised Annexation Agreement and the petition for Annexation be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Ordinance passed.**

**Mayor Stockton verified the discussion regarding further annexations and development in the area would include annexing the right of way for Ireland Grove Road as well.**

**Alderman Matejka stated the Grove Subdivision was already annexed. These sewer needs were important, and could be ignored. The Council knew the growth would impact farmland, etc., and that deserved consideration. Mayor Stockton reiterated the Council had just heard the benefits of increased density Downtown and how best to consider that in conjunction with the outlying subdivisions.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Bloomington-Normal Airport Authority requesting approval of an Annexation Agreement providing for annexation to the City of Bloomington and A-Agriculture District zoning for seventeen (17) acres, commonly located north and south of the Norfolk Southern Railroad, and east of Township Road 1800 E (Abraham Road) along Brokaw Road (Case Z-02-07) (south of Ward #8)

#### BACKGROUND INFORMATION:

##### Adjacent Zoning

north - A, Agriculture (County Zoning)  
 south - A, Agriculture (County Zoning)  
 east - A, Agriculture & S-2, Public Lands  
 west - R-1C, & C, Commercial (County Zoning)

##### Adjacent Land Uses

north - vacant/agriculture  
 south - vacant/agriculture  
 east - vacant/agriculture  
 west - vacant/agriculture

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

The annexation of the property in question includes the annexation of that portion of Brokaw Road and Abraham Road that are contiguous to this property. Brokaw Road is a narrow township road in Old Town Township that is located south of the Norfolk Southern Railroad. The City is planning to install a sanitary sewer along Brokaw Road and the Norfolk Southern Railroad to serve the Grove on Kickapoo Creek Subdivision and other future subdivisions along Ireland Grove Road in the Kickapoo Creek watershed. The annexation of the subject seventeen (17) acres and the abutting road will facilitate the City’s installation of this sanitary sewer within easements to be granted by the Airport Authority in return for the following reimbursements from the City: \$1,690 for 1.12 acres of permanent easement and \$1,122 for crop damages for two (2) years on 1.87 acres of temporary easement. No change in land use is contemplated.

The title of this agreement should be corrected to read “ANNEXATION AGREEMENT” instead of “ANNEXATION AGREEMENT”. The first sentence of Paragraph 7. D. on Page 2 should be corrected as follows:

D. To repair any damage to underground drainage tiles with SDR 35 PVC pipe of the ~~same~~ same diameter following State Standards.

#### PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission opened a public hearing on this petition on March 14, 2007 and continued the public hearing until April 11, 2007 at the request of Mr. Donald Schneider, Deputy Director of Security and Special Projects, Central Illinois Regional Airport, 3201 CIRA Drive. No testimony was presented at the March 14, 2007 hearing. At the April 11th hearing, Mr. Phil Reynolds, 8270 N. 2200 East Road, Downs. Old Town Township Road Commissioner, testified

in opposition to this petition for annexation. He stated that Old Town Township will lose from \$1,200 to \$1,600 per mile, per year, in Motor Fuel Tax (MFT) revenue when Abraham Road and Brokaw Road adjacent to the subject premises are annexed to the City. He expressed concern about his road maintenance vehicles having to travel over the City's roads to get from one portion of Township road to a separate portion of Township road.

Mr. Reynolds also expressed concerns about heavy truck traffic damaging the Township roads when traveling to new construction sites in the City. He expressed concern about additional traffic being detoured on to Township roads, (for example: when Ireland Grove Road was closed by the City for six (6) weeks to install a new water main).

Ms. Hannah Eisner, Deputy Corporation Counsel, noted that the City had requested permission from Mr. Reynolds to install the sanitary sewer under Brokaw Road, but permission was not granted.

Mr. Doug Grovesteen, Director of Engineering, stated that an intergovernmental agreement dating back to 2004 states that Old Town Township will receive property taxes for a period up to ten (10) years from these properties in Old Town Township that are annexed to the City.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 9 to 0 to recommend Council approval of Case Z-02-07 with the additional recommendation that City staff be encourage to work with the Old Town Township Road Commissioner to collaborate and coordinate the planning of road detours and truck routes in construction areas.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of this revised Annexation Agreement in Case Z-02-07.

Respectfully,

Kenneth Emmons  
City 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 Bloomington Normal Airport Authority, hereinafter referred to as "Owner", the parties agree effective this 24<sup>th</sup> day of April, 2007, to this Annexation Agreement.

### Recitals:

1. The Owner is the Owner of record of the premises hereinafter described in Exhibits A and B attached hereto and made a part by reference.
2. The Owner is desirous of having said premises annexed to the City and the City 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 A-Agricultural Zoning District, and the S-3 – Airport Noise Impact District.
4. The City agrees to extend sanitary sewers to serve the premises, both the portion of the premises south of the Norfolk Southern Railroad and the portion north of the Norfolk Southern Railroad.
5. Owner shall grant to the City an easement for the construction of a sanitary sewer as described in attached Exhibit C.
6. City shall reimburse Owner as follows for the sanitary sewer easement:
  - a. To compensate Owner \$1,690.00 for 1.12 acres of permanent easement



- b. To compensate Owner \$1,122.00 for crop damages for two years on 1.87 acres of temporary easement.
7. During construction of the sanitary sewer, the City agrees to the following:
  - a. To allow the owner access to Owner's property.
  - b. To remove the topsoil, up to a minimum of two feet in thickness, and to replace, after completion of the installation of the sewer main, on the area within the permanent easement that is used for agricultural production.
  - c. To restore a surface area into which the City or its agents dig, excavate or otherwise disturb, to its preexisting condition.
  - d. To repair any damage to underground drainage tiles with SDR 35 PVC pipe of the same diameter following State Standards. Tile repairs are to have granular backfill to support the tile.
  - e. To replace and repair any damage to fences using the same type of materials out of which the fences were originally constructed.
  - f. To replace driveways and entrances with like material.
  - g. To bury all manholes on Owner's property in areas used for agricultural production a minimum of three feet below the ground surface, and to install the sanitary sewers a minimum of four feet deep.
8. The Owner will be permitted to connect to the sanitary sewer to be constructed within the easement if/when development occurs on Owner's property. Owner shall comply with City rules and regulations in connection to the sanitary sewer.
9. Owner will pay to the City, appropriate sanitary sewer tap on fees before connecting to the sanitary sewer.
10. 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

1966

April 23, 2007

ATTEST:

Tracey Covert, City Clerk

Owner: BLOOMINGTON NORMAL AIRPORT  
AUTHORITY

BY: Carl Olson, Executive Director

(EXHIBIT C. SANITARY SEWER EASEMENT PLAT ON FILE IN CLERK'S OFFICE)

**PETITION FOR ANNEXATION TO 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 Exhibits A & B which is attached hereto made and a part hereof by this reference;
2. That said premises presently have 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 Exhibits A & B 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;
5. That your petitioners hereby request that they 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,

By: Carl Olson  
Executive Director  
Bloomington Normal Airport Authority

**ORDINANCE NO. 2007 - 34****AN ORDINANCE ANNEXING 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 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 Exhibits A & B; 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 place 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 Exhibits A& B 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 FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

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

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

**Tract 1:**

All that portion of Lot 2 and the South Half of Lot 1 of the Northwest Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian except the right-of-way of the Norfolk Southern Railroad and also, excepting there from that part conveyed to the Bloomington-Normal Airport Authority of McLean County in Warranty Deed recorded April 20, 1993 as Document No. 93-9655 in McLean County, Illinois, lying south of and adjacent to a line which is 150 feet normally distant north of the North Right-of-Way Line of said Railroad.

**Tract 2:**

All of the public road right-of-way lying west of and adjacent to the West Line of Tract 1.

**EXHIBIT B**

**Tract 1:**

The North 150 feet of even width of the West 100 acres of Lot 2 of the Southwest Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois.

**Tract 2:**

All of the public road right-of-way lying west of and adjacent to the West Line of Tract 1.

**Mayor Stockton introduced the petition submitted by the Bloomington Normal Airport Authority requesting approval of an Annexation Agreement.**

**The Mayor opened the Public Hearing. No one came forward. The Mayor closed the Public Hearing.**

**Motion by Alderman Matejka, seconded by Alderman Crawford that the revised Annexation Agreement and the Petition for Annexation be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Ordinance passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Soy Capital Bank and Trust, as Successor Trustee under Trust Agreement dated December 10, 1992 and known as the Irrevocable Trust Under Agreement, dated January 9, 1991 with Clarence and Lola Hindenburg for the Benefit of Charities requesting approval of an Annexation Agreement providing for annexation to the City of Bloomington and A-Agriculture District zoning for 31.25 acres located south of the Norfolk Southern Railroad, west of County Highway 29/Towanda Barnes Road (Case Z-10-07) (south of Ward #8)

**BACKGROUND INFORMATION:**Adjacent Zoning

north – A, Agriculture (County Zoning)  
& S-2, Public Lands & Institutions District  
south – A, Agriculture (County Zoning)  
east – A, Agriculture (County Zoning)  
west – A, Agriculture (County Zoning)

Adjacent Land Uses

north - golf course & electric  
substation  
south - vacant/ agriculture  
east - vacant/ agriculture  
west - vacant/ golf course

Comprehensive Plan: recommends “heavy industrial” use for this property.

The annexation of the property in question includes the annexation of that portion of Brokaw Road that is north of this property. Brokaw Road is a narrow township road in Old Town Township that is located south of the Norfolk Southern Railroad. The City is planning to install a sanitary sewer along Brokaw Road and the Norfolk Southern Railroad to serve the Grove on Kickapoo Creek Subdivision and other future subdivisions along Ireland Grove Road in the Kickapoo Creek watershed. The annexation of the subject 31.25 acres and the abutting road will facilitate the City’s installation of this sanitary sewer. No change in land use is contemplated.

**PLANNING COMMISSION PUBLIC HEARING:**

The Planning Commission held a public hearing on this petition on April 11, 2007. Mr. Daniel G. Deneen, Attorney at Law, 202 S. Eldorado Road, stated that he was present to represent the petitioners in this case. Mr. Phil Reynolds, 8270 N. 2200 East Road, Downs, IL, Old Town Township Road Commissioner, testified in opposition to this petition for annexation. He stated that Old Town Township will lose from \$1,200 to \$1,600 per mile per year in Motor Fuel Tax revenue when Brokaw Road adjacent to the subject premises is annexed to the City.

**PLANNING COMMISSION RECOMMENDATION:**

After having given due consideration to this petition and the presented, the Planning Commission passed a motion by a vote of 7 to 0 to recommend Council approval of Case Z-10-07 with an additional recommendation that City staff be encouraged to work with the Old Town Township Road Commissioner to collaborate and coordinate the planning of road detours and truck routes in construction areas.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of this Annexation Agreement in Case Z-10-07.

Respectfully,

Kenneth Emmons  
City 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 Agricultural Services Trust Company, as successor Trustee under Trust Agreement dated December 10, 1992 and known as the Irrevocable Trust Under agreement dated January 9, 1991 with Clarence and Lola Hindenburg for the Benefit of Charities, hereafter referred to as "Owner", the parties agree effective this 27<sup>th</sup> day of April, 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. The petitions will be filed on or before September 1, 2007, unless Owner petitions for annexation to the City of Bloomington for the remainder of its property, in which case the corollary petitions will be delayed until final determination on the annexation of the remainder of the tract owned by Owner.
3. The City agrees to zone the premises into the Agricultural Zoning District. The City is amenable to suggestions in a subsequent petition for annexation as to non-agricultural uses pursuant to a preliminary plan.
4. All other matters concerning the development of Owner's property in Exhibit A shall be negotiated by an Amendment to this Agreement at the later of a petition of annexation of the remainder of owner's property or 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: Agricultural Services Trust  
Company, as successor Trustee under Trust  
Agreement dated December 10, 1992 and  
known as the Irrevocable Trust Under  
agreement dated January 9, 1991 with  
Clarence and Lola Hindenburg for the  
Benefit of Charities

By: Andrew P. Mihm  
It's Vice President & Trust Officer



**PETITION FOR ANNEXATION TO 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 Soy Capital Bank and Trust Company as successor Trustee to Agricultural Services Trust Company, as successor Trustee under Trust Agreement dated December 10, 1992 and known as the Irrevocable Trust Under agreement dated January 9, 1991 with Clarence and Lola Hindenburg for the Benefit of Charities 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 and 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: Agricultural, for present, which may be amended if Petitioner files a subsequent Petition for Annexation concerning the remainder of its adjoining property;
5. That your petitioners hereby requests that they Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve said Annexation Agreement, annex said premises to said City.

WHEREFORE, your petitioners respectfully prays that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois.

Respectfully Submitted,  
Soy Capital Bank and Trust Company

By: Andrew P. Mihm  
Authorized Trust Officer

**ORDINANCE NO. 2007 - 35****AN ORDINANCE ANNEXING 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 Soy Capital Bank and Trust Company as successor Trustee to Agricultural Services Trust Company, as successor Trustee under Trust Agreement dated December 10, 1992 and known as the Irrevocable Trust Under agreement dated January 9, 1991 with Clarence and Lola Hindenburg for the Benefit of Charities, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; 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 place 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 A 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 FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

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

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> of April, 2007.

APPROVED:

Stephan F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

### **EXHIBIT A**

#### **Tract 1:**

The Northernmost 300 feet of even width of the following described property:

The East Half of Southeast Quarter of Section 18, except the right-of-way of the Lafayette, Bloomington and Mississippi Railroad, now the Norfolk Southern Railway and except the South 37.5 acres off the south end thereof, the West Half the Southeast Quarter of Section 18, and the North Half of Lot 1 in the Southwest Quarter of Section 18, all in Township 23 North, Range 3 East of the Third Principal Meridian, except therefrom that portion conveyed to the State of Illinois and particularly the People of Old Town Township by deed recorded June 30, 1923 as Document No. 21628 and also, except that part taken for right-of-way purposes by the County of McLean on December 11, 2000 in Case No. 00-ED-4, all in McLean County, Illinois.

#### **Tract 2:**

All that portion of County Highway 29 lying east of and adjacent to the East Line of Tract 1.

#### **Tract 3:**

All that portion of the east-west public road lying north of and adjacent to the North Line of Tract 1 which has not previously been annexed.

**Mayor Stockton introduced the petition submitted by Soy Capital Bank and Trust requesting approval of an Annexation Agreement.**

**The Mayor opened the Public Hearing.**

**Dan Deneen, 2219 W. Oakland Ave., Petitioner representative, addressed the Council. There were several beneficiaries to this Trust and the City needed to plan for the future. The Council should consider proper use, orderly development and set parameters for this land. This land could be developed for residential/commercial purposes. He recommended approval of this petition.**

**Neil Finlen, 2709 McGraw Dr., Farnsworth Group, addressed the Council. Upgrading of 2100 E. Road had been discussed at length with the developer and the City.**

The developer has agreed and signed a contract stating once the repairs are completed on this road, they would reimburse the City up to \$50,000. There was an agreement with the developer, but the portion of the road that has been agreed upon was the portion that the City would be taking over. Mr. Reynolds believed that the portion that would remain in the Township was in worse shape. The reimbursable funds would not apply.

**The Mayor closed the Public Hearing.**

**Motion by Alderman Finnegan, seconded by Alderman Schmidt that the Annexation Agreement and the petition for Annexation be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Ordinance be passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka 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 Illinois Power Company d/b/a Ameren IP requesting approval of an Annexation Agreement providing for annexation to the City of Bloomington and A-Agriculture District zoning for 11 acres located north of the Norfolk Southern Railroad west of County Highway 29/Towanda Barnes Road (Case Z-09-07) (south of Ward #8)

**BACKGROUND INFORMATION:**

Adjacent Zoning

north – A, Agriculture (County Zoning)  
 south – A, Agriculture (County Zoning)  
 east – A, Agriculture (County Zoning)  
 west – S-2, Public Lands & Institutions District

Adjacent Land Uses

north - electric substation  
 south - vacant/agriculture  
 east - vacant/agriculture  
 west - vacant/golf course

Comprehensive Plan: recommends “heavy industrial” use for this property.

The annexation of the property in question includes the annexation of that portion of Brokaw Road that is south of this property. Brokaw Road is a narrow township road in Old Town Township that is located south of the Norfolk Southern Railroad. The City is planning to install

a sanitary sewer along Brokaw Road and the Norfolk Southern Railroad to serve the Grove on Kickapoo Creek Subdivision and other future subdivisions along Ireland Grove Road in the Kickapoo Creek watershed. The annexation of the subject eleven (11) acres and the abutting road will facilitate the City's installation of this sanitary sewer. No change in land use is contemplated.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on April 11, 2007. At the April 11th hearing, Mr. Phil Reynolds, 8270 N. 2200 East Road, Downs, IL, Old Town Township Road Commissioner, testified in opposition to this petition for annexation. He stated that Old Town Township will lose from \$1,200 to \$1,600 per mile per year in Motor Fuel Tax revenue when Brokaw Road adjacent to the subject premises is annexed to the City.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 9 to 0 to recommend Council approval of Case Z-09-07 with an additional recommendation that City staff be encouraged to work with the Old Town Township Road Commissioner to collaborate and coordinate the planning of road detours and truck routes in construction areas.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of this Annexation Agreement in Case Z-09-07.

Respectfully,

Kenneth Emmons  
City 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 ILLINOIS POWER COMPANY dba AMEREN IP, hereinafter referred to as "Owner", the parties agree effective this 24<sup>th</sup> day of April, 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.
4. The City agrees to not require the payment of any Annexation Fees by Owner unless Owner initiates a development requiring a building permit from the City.
5. 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

April 23, 2007

1979

Owner: ILLINOIS POWER COMPANY  
dba AMEREN IP

By: Dennis W. Weisenborn  
Vice President

**PETITION FOR ANNEXATION TO 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 Illinois Power Company dba Ameren IP, and Illinois Corporation, 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 and 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;
5. That your petitioners hereby request that they 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,

By: Dennis W. Weisenborn  
Vice President



**ORDINANCE NO. 2007 - 36**

**AN ORDINANCE ANNEXING 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 Illinois Power Company dba Ameren IP\*, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; 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 place 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 A 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 FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

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

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

### **EXHIBIT A**

#### **Tract 1:**

The South 300 feet of even width of Lot 5 in the Resubdivision of Lot 4 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, per plat recorded as Document No. 2004-29288 in the McLean County Recorder's Office.

#### **Tract 2:**

All of the public road right of way dedicated per deed recorded June 30, 1923 as Document No. 21628 in the McLean County Recorder's Office lying south of and adjacent to the South Right of Way Line of the Norfolk Southern Railroad bounded on the west by the Southerly Extension of the West Line of said Tract 1 and on the east by the West Right of Way Line of Towanda Barnes Road (County Highway 29).

#### **Tract 3:**

All of Towanda-Barnes Road (County Highway 29) Right of Way lying east of and adjacent to Tracts 1 and 2.

Said Tracts 1, 2 and 3 together, contain 11.3 acres, more or less.

**Mayor Stockton introduced the petition by Illinois Power Company requesting approval of an Annexation Agreement.**

**The Mayor opened the Public Hearing. No one came forward. The Mayor closed the Public Hearing.**

**Alderman Finnegan left the meeting at 9:25 p.m.**

**Motion by Alderman Gibson, seconded by Alderman Huette that the revised Annexation Agreement and the petition for Annexation be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Ordinance be passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition of the City of Bloomington, Illinois, a municipal corporation, to amend Chapter 44 (Zoning), of the Bloomington City Code by adding a definition of “Group Home for Parolees” thereto; by classifying a “Group Home for Parolees” as a special use in the R-1A, R-1B, R-1C, R-1H, R-2, R-3A, R-3B, and R-4 Residence Districts, C-1 Office District, B-1 Highway Business District, B-2 General Business Service District, and B-3 Central Business District; and by establishing special use permit standards for a “Group Home for Parolees” (Case Z-22-06)

BACKGROUND INFORMATION:

In conjunction with Case Z-20-06 (the proposed amendments to Chapter 26 (Licenses) of the City Code requiring the licensing of group homes for parolees and to Chapter 44 (Zoning) by excluding three (3) or more unrelated parolees living in a dwelling unit from the definition of “family”, the staff is also requesting the amendment of the Zoning Code by adding a definition of “Group Home for Parolees” thereto and by classifying a “Group Home for Parolees” as a special use, approved by Council after public hearing by the Board of Zoning Appeals, in the following zoning districts:

R-1A, Single Family Residence District; R-1B, Single-Family Residence District; R-1C, Single-Family Residence District; R-1H Single-Family Manufactured Home Residence District; R-2, Mixed Residence District; R-3A, Multiple-Family Residence District; R-3B, Multiple-Family Residence District; and R-4, Manufactured Home Park District, C-1, Office District; B-1, Highway Business District; B-2, General Business Service District, and B-3 Central Business District.

The proposed definition of “Group Home for Parolees” reads as follows:

GROUP HOME FOR PAROLEES: A residential structure housing, in one dwelling unit, three or more unrelated parolees. Three or more unrelated parolees living in one dwelling unit shall not be considered to be a “family” for purposes of the Zoning Code unless all such parolees are actually related by blood, adoption or marriage.

A “Group Home for Parolees,” as defined above, is to be classified as a special use in the all of the zoning districts cited above subject licensing by the City under the proposed amendments to Chapter 26 and subject to the and standards that are also currently applicable to rooming houses.

PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission held public hearings on this petition on December 13, 2006; January 10 and 24, 2007 and February 14, 2007. Mr. Todd Greenburg, Corporation Counsel, spoke on behalf of the City at each of these public hearings. The following persons presented testimony at these public hearings:

December 13, 2006:

- Mr. Robert Russano, 706 E. Grove Street
- Ms. Judy Stearns, 316 E. Locust Street
- Mr. John Goldrick, 145 Manor Circle
- Ms. Pam Snelling, 704 N. Evans
- Ms. Marty Seigel, 615 E. Chestnut Street

January 10, 2007:

- Reverend John Brown, Pastor of the Joyful Gospel Community Church and Director of the Joy Care Center, 1204 W. McArthur Street

January 24, 2007:

- Mr. Robert J. Dougherty, 3017 East 78<sup>th</sup> Street, Chicago
- Rev. Henry Johnson, 179 Ninth Street, Lincoln
- Mr. Darren S. Cooper, 2125 S. 1st Street, Champaign
- Ms. Judy Stearns, 316 E. Locust Street
- Rev. John Brown, 1204 N. MacArthur Street
- Mr. Wes Newport, 609 N. Mason Street
- Mr. Ron Kwasny, 22 Swan Lake Road

All of the testimony presented by these persons is summarized in the minutes of each of these public hearings. No testimony was presented at the public hearing on February 14, 2007.

#### PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented, the Planning Commission passed a motion on February 14, 2007, by a vote of 6 to 0, to recommend Council approval of this petition in Case Z-22-06 as presented.

#### STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends approval of this Petition.

Respectfully,

Todd Greenburg  
Corporation Counsel

Kenneth Emmons  
City Planner

Tom Hamilton  
City Manager

**PETITION FOR ZONING TEXT AMENDMENT**

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF MC LEAN        )

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

Now comes the City of Bloomington, McLean County, Illinois, a Municipal Corporation, hereinafter referred to as your Petitioner respectfully representing and requesting as follows:

1. That the text of Chapter 44 (Zoning) of the Bloomington City Code - 1960, as amended, does not provide a definition of "Group Home for Parolees", does not classify "Group Home for Parolees" as a special use in the following zoning districts: R-1A, R-1B, R-1C, R-1H, R-2, R-3A, R-3B, R-4, C-1, B-1, B-2, and B-3 and does not include special use permit standards for a "Group Home for Parolees";
2. That your Petitioner hereby requests that Section 44.3-2 of said Chapter 44 be amended by adding a definition of "Group Home for Parolees" as follows:  
  
GROUP HOME FOR PAROLEES: A residential structure housing, in one dwelling unit, three or more unrelated parolees. Three or more unrelated parolees living in one dwelling unit shall not be considered to be a "family" for purposes of the Zoning Code unless all such parolees are actually related by blood, adoption or marriage.
3. That your Petitioner hereby requests that Section 44.6-30 and Appendix "C" of said Chapter 44 be amended by classifying a "Group Home for Parolees" as a special use in the following zoning districts: R-1A, R-1B, R-1C, R-1H, R-2, R-3A, R-3B, R-4, C-1, B-1, B-2, and B-3;
4. That your Petitioner hereby requests that Section 44.10-4 of said Chapter 44 be amended by inserting special use permit standards for a "Group Home for Parolees";
5. That the approval of said amendments will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code - 1960, as amended; and
6. That the approval of said amendments will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the

City of Bloomington, McLean County, Illinois that is affected by the proposed text of said sections and Appendix "C".

WHEREFORE, your Petitioner respectfully prays that this petition to amend Chapter 44, Section 44.3-2, Section 44.6-30, Section 44.10-4 and Appendix "C" of the Bloomington City Code - 1960, as amended, as stated herein be approved in the public interest.

Respectfully submitted,

THE CITY OF BLOOMINGTON  
A Municipal Corporation

By: Kenneth J. Emmons  
City Planner

**ORDINANCE NO. 2007 - 37**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE, CHAPTER 44, SECTIONS 44.3-2, 44.6-30, 44.10-4 AND APPENDIX “C” BY ADDING A DEFINITION OF “GROUP HOME FOR PAROLEES”; BY CLASSIFYING GROUP HOMES FOR PAROLEES AS A SPECIAL USE IN THE FOLLOWING ZONING DISTRICTS: R-1A SINGLE-FAMILY RESIDENCE DISTRICT, R-1B Single- Family Residence District, R-1C Single-Family Residence District, R-1H SINGLE FAMILY MANUFACTURED HOME RESIDENCE DISTRICT, R-2 MIXED RESIDENCE DISTRICT, R-3A MULTIPLE FAMILY RESIDENCE DISTRICT, R-3B MULTIPLE FAMILY RESIDENCE DISTRICT, R-4 MANUFACTURED HOME PARK DISTRICT, C-1 OFFICE DISTRICT, B-1 HIGHWAY BUSINESS DISTRICT, B-2 GENERAL BUSINESS SERVICE DISTRICT, AND B-3 CENTRAL BUSINESS DISTRICT; AND BY INSERTING SPECIAL USE PERMIT STANDARDS FOR A “GROUP HOME FOR PAROLEES”**

WHEREAS the City of Bloomington by reason of having a population in excess of 25,000 is a home rule unit under the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois; and

WHEREAS the provisions of said Article VII, Section 6 authorize home rule units to exercise any power and perform any functions related to their government and affairs, including but not limited to the power to regulate; and

WHEREAS the City Council deems it necessary, for the purpose of promoting the health, safety, and general welfare of the City to amend Bloomington City Code Chapter 44; and

WHEREAS the City of Bloomington Planning Commission held a public hearing on said proposed amendments of Bloomington City Code, Chapter 44 on the 14<sup>th</sup> day of February, 2007; and

WHEREAS the Bloomington Planning Commission recommends City Council approval of said proposed amendments of Bloomington City Code, Chapter 44 after closing said public hearing thereon.

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

Section One: That Bloomington City Code, Chapter 44, Section 44.3-2, shall be and the same is hereby amended by adding a definition of “Group Home for Parolees” as follows:

GROUP HOME FOR PAROLEES: A residential structure housing, in one dwelling unit, three or more unrelated parolees. Three or more unrelated parolees living in one dwelling unit shall not be considered to be a “family” for purposes of the Zoning Code unless all such parolees are actually related by blood, adoption or marriage.

Section Two: That Bloomington City Code, Chapter 44, Section 44.6-30, shall be and the same is hereby amended by classifying “Group Homes for Parolees” as a special use in the following zoning districts: R-1A, R-1B, R-1C, R-1H, R-2, R-3A, R-3B, R-4, C-1, B-1, B-2, and B-3 as per the following instruction:

- revise Section 44.6-30 by inserting a code letter “S” in the “R-1A”, “R-1B”, “R-1C”, “R-1H”, “R-2”, “R-3A”, “R-3B”, “R-4”, “C-1”, “B-1”, “B-2”, and “B-3” columns on lines entitled “Group Homes for Parolees” inserted alphabetically in said Section 44.6-30 under Category “4. RESIDENTIAL USES” “C- Rooming Houses” and “E- Group Quarters”

Section Three: That Bloomington City Code, Chapter 44, Appendix “C”, shall be and the same is hereby amended by classifying “Group Homes for Parolees” as a special use in the following zoning districts: R-1A, R-1B, R-1C, R-1H, R-2, R-3A, R-3B, R-4, C-1, B-1, B-2, and B-3 as per the following instruction:

- revise Appendix “C” by inserting a code letter “S” in the “R-1A”, “R-1B”, “R-1C”, “R-1H”, “R-2”, “R-3A”, “R-3B”, “R-4”, “C-1”, “B-1”, “B-2”, and “B-3” columns on a line entitled “Group Home for Parolees” inserted alphabetically in said Appendix “C”.

Section Four: That Bloomington City Code, Chapter 44, Section 44.10-4, shall be and the same is hereby amended by inserting special use permit standards for a “Group Home for Parolees” as follows:

Group Home for Parolees:

- (1) Minimum Fencing/Screening Required: Parking lots shall be screened in accordance with Section 44.4-7 C. of this Code.
- (2) Minimum Lot Area: Four Hundred (400) square feet per roomer plus two thousand (2,000) square feet per supervisor where applicable.
- (3) Minimum Lot Width: Sixty (60) feet.
- (4) Minimum Yard Requirements: Same requirements as for the zoning district in which the special use is to be located.
- (5) Maximum Height: Same requirements as for the zoning district in which the special use is to be located.
- (6) Additional Requirements: Parking requirements shall be in accordance with Section 44.7-2 of this Code for rooming houses (One (1) parking space per every four hundred (400) square feet of gross floor area). These special uses shall not have access to parking facilities from an alley unless said alley is of an all weather pavement and has been designated by the City as one-way. All parking and maneuvering room shall be provided on the Group Home for Parolees’ property; said parking shall be illuminated



with lighting fixtures that direct the light away from a dwelling by more than one-half (½) foot candles. Said parking area shall also be screened along the rear of the property.

This Ordinance shall take effect upon passage and approval.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Todd Greenberg, Corporate Counsel, addressed the Council. He stated work began on Parolee Group Homes over two (2) years ago when an advocacy group came forward to change a residential home into a Parolee group home. This request was not approved by the Zoning Board of Appeals (ZBA) because there was not enough parking at that location. If it were not for parking issues, the proposed Parolee Group Home would have come into existence. Some concerned citizens approached the City and requested that the City look at zoning ordinances for Parolee Group Homes. It was determined there were no city or state ordinances in existence which regulate Parolee Group homes.**

**There have been several conversations and numerous recommendations on regulations. This ordinance was crafted “from the ground up”. Many Public Hearings have been held before the Planning Commission. A number of conditions have been placed upon this petition. All of the new conditions require a Special Use Permit before the ZBA and the Council. These meetings would allow for public input and changes imposed by the Council.**

**Alderman Finnegan returned to the meeting at 9:30 p.m.**

**The two (2) opposing groups, one advocates for Parolee Group Homes and the other for neighbors to Parolee Group Homes have come to an agreement. This agreement included surveillance, sign-in/sign-out procedures, etc. The Council will be allowed to impose conditions, with an annual review by the City Manager.**

**Alderman Gibson attended many of the meetings regarding this issue he feared that governing board for the group home would have no responsibility. During one of the**

meetings, one speaker said three (3) of five (5) individuals residing at the group home would be sex offenders. He believed the group homes should be monitored monthly.

Mr. Greenberg stated the parolees who were sexual offenders and violent criminals would not be allowed. He added that the alternative to passing this petition was to leave things as they are where group homes are not regulated by the City or the Department of Corrections (DOC). The sexual offender group homes are regulated by the DOC.

Alderman Gibson questioned what parolees do currently when they are released from prison. Mr. Greenberg was not the best person to answer that question. Some individuals have a hard time going from the regulated prison system to free society. A group home would be there to assist and support individuals during the transition time.

Alderman Gibson reiterated he did not see a need for this type of facility. Other parolees have made it. There would need to be clarification on who would be allowed to live there, and what the penalties would be for mismanaging the group home. Mayor Stockton stated the City had imposed a prohibition on sexual offenders and violent criminals. Mr. Greenberg stated the City would pursue court action to close the home for disregarding these conditions. Alderman Gibson questioned if the City would have the right to require the group home to provide information regarding each parolee. Mayor Stockton responded that was a possible condition, along with several others, that could be added to the petition. These conditions could be added to the Special Use Permit so as to not endanger the entire neighborhood.

Alderman Finnegan stated no matter which conditions were imposed, there will be the need for a Special Use Permit. Mr. Greenberg concurred. The Special Use Permit was the ultimate tool for the City. It would allow the City to customize restrictions upon the property.

Alderman Matejka questioned if the Council could require the group home operator to provide the list of names and offenses to the Police Department. In addition he questioned if the Police Department had access to the requested information for these parolees. Mr. Greenberg stated this question would fall under the discussion for the following item.

Alderman Purcell noted were it not for the parking issue, this could be happening in the City right now. This ordinance placed focus on guidelines with the ability to add conditions as needed. This was a good ordinance and allowed the City some ability to control the situation.

Alderman Finnegan questioned who would receive the requested information regarding these parolees. Tom Hamilton, City Manager, noted initially, the information would go to the City Manager who could then delegate where the information would be filed. The City was better off by having this ordinance with the ability to add conditions.

**Alderman Purcell questioned if the City could legally request the information for the parolees. Mr. Greenberg believed the City could ask for the information. There may be an issue about making that information public.**

**Roger Aikin, Chief of Police, addressed the Council to clarify some of the concerns that had been raised. Sex offenders must be registered with the Police Department. If the Police Department is provided with information on the parolees, it can be verified within a couple of hours.**

**Motion by Alderman Matejka, seconded by Alderman Schmidt that the Petition be approved and the Ordinance passed**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance amending Chapter 26 (Licenses) of the Bloomington City Code by adding an article regulating "Group Homes For Parolees" in the City of Bloomington and amending the definition of "Family" in Chapter 44 (Zoning) (Case Z-20-06)

**BACKGROUND INFORMATION:**

In 2005, a proposed group home for persons on parole attracted the attention of the community. Although that proposal was not successful because a request to waive parking space requirements was denied by the Zoning Board of Appeals, the proposal highlighted the fact that parolee group homes were not effectively regulated at any level of government. Staff began the process of soliciting the views of interested persons in the community regarding what features would be desirable if the City chose to regulate such homes. The Planning Commission conducted a number of public hearings on the proposed licensing ordinance and has suggested changes to the initial draft submitted by staff. Those changes are reflected in the proposed Ordinance now submitted to Council.

**Staff Assumptions**

Staff began with the premise that it was not desirable, and probably not legally permissible, to attempt to regulate parolee group homes out of existence. Even if it were possible to draft an exclusory ordinance which would stand up in court, it would not serve the community in the long run. The alternative to parolee group homes is to continue the present system, in which parolees have no organized support group and are left to their own devices on how to integrate themselves back into the community. If they fail, the result may well be a return to crime.

On the other hand, staff recognized that there are legitimate concerns for the safety of neighborhoods in which parolee group homes are located. The proposed ordinance attempts to address these concerns.

### **Concerns Raised During Public Hearings**

During the public hearings, persons with some experience in the operation of parolee group homes suggested that a licensing ordinance avoid the temptation to “micromanage” the operation of the group home by imposing identical conditions on all parolee group homes regardless of the individual characteristics of a proposed group home. Concerned citizens representing neighborhood interests suggested that public input should be solicited prior to any license being issued for a parolee group home, and stated that it would be an unfair burden on R-2, Mixed Residence Districts and R-3A, Medium Density and R-3B, High Density Multiple Family Residence District zoned neighborhoods to have parolee group homes limited to those neighborhoods in the City.

The Planning Commission addressed these concerns by requesting that staff provide a proposed ordinance which requires a public hearing for a Special Use Permit for any proposed parolee group home in any neighborhood in the City. Since Special Use Permits require action by both the Zoning Board of Appeals, (including public input) and Council, specific conditions may be imposed on individual special use permits for parolee homes.

Finally, the Planning Commission requested that staff amend the initial draft of the licensing ordinance to permit the City Manager, either during the initial application process or the license renewal process for a parolee group home, to impose conditions on the operation of the group home which may include such provisions as curfews for residents, video surveillance of entrances and exits, and procedures which may require all persons entering and exiting the home to log in and log out. However, in order to avoid micromanaging these group homes, those conditions may not necessarily be imposed in all cases.

### **Definition of Parolee Group Home**

The draft defines a group home for parolees as follows:

A residential structure housing, in one dwelling unit, three or more unrelated parolees. Three or more unrelated parolees living in one dwelling unit shall not be considered to be a “family” for purposes of the Zoning Code unless all such parolees are actually related by blood, adoption or marriage.

Staff is of the opinion that the City cannot, under the U.S. Constitution, regulate, as a parolee group home, parolees who live together if they are actually related through blood, adoption, or marriage. However, the current definition of “Family” in the Zoning Code permits three (3) unrelated persons to live together in R-1A, Low Density Single Family Residence; R-1B, Medium Density Single Family Residence, and R-1C High Density Single Family Residence District zoned neighborhoods. Staff believed that in the context of parolee group homes, the definition of “Family” should be amended to clarify that three (3) or more parolees may live together in one (1) dwelling unit only if 1.) they are actually related by blood, adoption or marriage, or 2.) if they are living in a parolee group home licensed by the City.

Additionally, staff wanted to avoid setting the number of parolees living together so low that two (2) unrelated parolees living together in an apartment could not do so legally unless they were part of a licensed parolee group home. Such a definition would result in most parolees not being able to legally reside in the City, which would potentially not be upheld by the courts.

### **Location of Parolee Group Homes**

The draft ordinance would be permit parolee group homes in all residentially zoned districts in the City, as well as non-residential districts in the City, but all parolee group homes must apply for a Special Use Permit prior to operating. As pointed out above, no Special Use Permit could be issued unless there has been a public hearing before the Zoning Board of Appeals, and further must be authorized by a vote of Council.

### **Application Fee**

Staff recommends that the application fee for a parolee group home be set at \$100.

### **Who May Operate a Parolee Group Home**

The proposed ordinance permits any type of entity (individuals, partnerships, associations, or corporations) to operate a parolee group home. The application must show the location of the group home and the name of the person or persons who will be the manager or supervisor of the group home. The initial draft of the ordinance would have disqualified any felon or person with a conviction of a misdemeanor involving moral turpitude from serving on a board of directors of a parolee group home. However, during the public hearing process advocates for parolee group homes stated that there are benefits to having a person who has been incarcerated on a board of directors because of their insight into the prison experience and because they may have a better ability to identify residents who are attempting to take advantage of the system. The Planning Commission recommended that those disqualifications be removed. However, the Ordinance requires that a parolee group home be staffed by at least one (1) responsible adult at all times, and that responsible adult cannot have a felony record or a record of a conviction of a misdemeanor involving moral turpitude.

### **Conditions for Operating a Parolee Group Home**

The proposed ordinance specifies four (4) conditions for operating a parolee group home, although one (1) of those conditions is that the home comply with all conditions imposed by the Council as a condition of the special use permit:

(a) A Special Use Permit to operate a group home must have been issued by Council, and the licensee must comply with all conditions for operating under a license issued pursuant to this Section.

(b) A parolee group home must be staffed by at least one (1) responsible adult at all times. Such responsible adult must not have any felony convictions or any misdemeanor convictions of an offense involving moral turpitude.

(c) Persons convicted of sex offenses, and who are required to register with the State of Illinois as sex offenders, are not eligible for residence in a parolee group home; nor are persons convicted of crimes of physical violence eligible for residence in a parolee group home.

(d) The City Manager, in deciding whether to issue or renew a license to operate a parolee group home, shall consider whether the applicant has shown that the operation of the home will not unreasonably endanger the public safety; in making such determination, the City Manager shall consider whether curfews, video surveillance, records of persons entering and leaving such homes, and similar restrictions shall be required as a condition of such license, and if so, shall designate in writing the additional conditions imposed under this subsection. The licensee shall obey such additional conditions.

## **Conclusion**

Staff believes this proposed ordinance balances the need for parolee group homes with the legitimate concerns of persons who would live near such group homes. It appears that this ordinance is the first of its kind in Illinois. Staff respectfully recommends its passage and approval.

## **PLANNING COMMISSION PUBLIC HEARINGS:**

The Planning Commission held public hearings on this proposed ordinance on November 8, and December 13, 2006; January 10, and January 24, 2007, and February 14, 2007. Mr. Todd Greenburg, City Corporation Counsel, spoke on behalf of the City at each of these public hearings. The following persons presented testimony at these public hearings.

November 8, 2006:

- Mr. Ron Dozier, 19724 Mallingham Way
- Rev. Tom Shea, 111 Rust Road
- Ms. Gwen Thornton, 30 Kleggstone
- Ms. Judy Stearns, 316 East Locust Street

- Ms. Venita Dillingham, 14109 Challis Court
- Ms. Linda Foster, 1505 South Oak Street

December 13, 2006:

- Mr. Robert Russano, 706 E. Grove Street
- Ms. Judy Stearns, 316 E. Locust Street
- Mr. John Goldrick, 145 Manor Circle
- Ms. Pam Snelling, 704 N. Evans
- Ms. Marty Seigel, 615 E. Chestnut Street

January 10, 2007:

- Reverend John Brown, Pastor of the Joyful Gospel Community Church and Director of the Joy Care Center, 1204 W. McArthur Street.

January 24, 2007:

- Mr. Robert J. Dougherty, 3017 East 78<sup>th</sup> Street, Chicago
- Rev. Henry Johnson, 179 Ninth Street, Lincoln
- Mr. Darren S. Cooper, 2125 S. 1st Street, Champaign
- Ms. Judy Stearns, 316 E. Locust Street
- Rev. John Brown, 1204 N. MacArthur Street
- Mr. Wes Newport, 609 N. Mason Street
- Mr. Ron Kwasny, 22 Swan Lake Road

All of the testimony presented by these persons is summarized in the minutes of each of these public hearings. No testimony was presented at the public hearing on February 14, 2007, but Mr. Greenburg did review the revisions that have been made to this ordinance in response to the testimony presented previously at these hearings.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this proposed ordinance and the testimony presented the Planning Commission passed a motion on February 14, 2007, by a vote of 6 to 0, to recommend Council approval of this ordinance in Case Z-20-06 with a change in Section 26, subsection d, by inserting the words “or renew” to read as follows:

(d) The City Manager, in deciding whether to issue or renew a license to operate a parolee group home, shall consider whether the applicant has shown that the operation of the home will not unreasonably endanger the public safety; in making such determination, the City Manager shall consider whether curfews, video surveillance, records of persons entering and leaving such homes, and similar restrictions shall be required as a condition of such license, and if so, shall designate in writing the additional conditions imposed under this subsection. The licensee shall obey such additional conditions.

1996

April 23, 2007

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends passage and approval of this ordinance.

Respectfully submitted,

Todd Greenburg  
Corporation Counsel

Kenneth Emmons  
City Planner

Tom Hamilton  
City Manager



**ORDINANCE NUMBER 2007 - 38**

**AN ORDINANCE AMENDING CHAPTER 26 (LICENSES) OF THE BLOOMINGTON CITY CODE BY ADDING AN ARTICLE REGULATING GROUP HOMES FOR PAROLEES IN THE CITY OF BLOOMINGTON**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION ONE: That the Bloomington City Code, 1960, as amended, be further amended by designating Sections 1 through 16 of Chapter 26 (Licenses) as "Article I - Miscellaneous Licenses" and adding the following Article II:

**ARTICLE II - PAROLEE GROUP HOMES**

Section 20: Definition of Terms: "Parolee" means a person who has been placed on parole or mandatory supervised release pursuant to Illinois statutes or regulations and who is still subject to conditions of parole or mandatory supervised visitation established by the Illinois Prisoner Review Board, or, a person who has been placed on parole or mandatory supervised release for a felony offense for which such person was convicted in a jurisdiction other than Illinois and who is still subject to the conditions of parole or mandatory supervised release established by said other jurisdiction.

Group Home for Parolee: A residential structure housing, in one dwelling unit, three or more unrelated parolees. Three or more unrelated parolees living in one dwelling unit shall not be considered to be a "family" for purposes of the Zoning Code unless all such parolees are actually related by blood, adoption or marriage.

Section 21: License Required. No person shall open, conduct, manage, own, operate or maintain a Group Home for Parolees unless such person shall first have obtained a special use permit and license from the City. No license shall be transferred upon change of ownership or management. Upon change of ownership or management, such new owner or manager must apply for a new license.

Section 22: Application for License. An application to conduct and operate a Group Home for Parolees shall be made to the City Clerk on form blanks prepared by the City Clerk. All applications shall be accompanied by a license fee of \$100.00. The application shall be under oath and shall contain:

(a) the name and address of the applicant if an individual, and if a firm, partnership or association, of every member thereof, and in the case of a corporation, the name and address thereof and of its officers and registered agent;

(b) the location of the group home for which a license is sought; and

(c) the name of the person or persons under whose management or supervision the home will be conducted.

Section 23: Investigations - Term of License. Upon receipt of an application for a license hereunder, the City Manager shall cause a thorough investigation to be made of the premises proposed to be licensed, and of the application, and if satisfied that the conditions imposed as a condition of the special use permit have been met or will be met once the group home commences operations, and if the applicant is otherwise qualified pursuant to Section 26 of this Chapter, he shall issue a license for the remainder of the year and annually thereafter. The full fee of \$100.00 shall be paid even though the license is issued only for a fractional part of a year. The City Manager shall, in his discretion, designate such City departments or personnel as he believes necessary to inspect the premises or licensees from time to time to ensure compliance with the requirements of this Article. During the first year of such license, the City Manager shall direct City staff to inspect the premises at least twice, and at least annually thereafter.

Section 24: Denial of License. An application for a license may be denied for any of the following reasons:

(a) failure to meet any of the minimum standards as adopted herein.

Section 25. Compliance with this Article; Revocation.

The City Manager shall revoke any license issued under this Article for noncompliance with any of the provisions of this Article. Licensees who have had a license revoked may appeal such revocation to the McLean County Circuit Court as provided by law.

Section 26: Conditions for obtaining a license to operate a parolee group home or for operating a parolee group home:

(a) A special use permit to operate a group home must have been issued by the City Council, and the licensee must comply with all conditions of the special use permit as a condition for operating under a license issued pursuant to this Section.

(b) A parolee group home must be staffed by at least one responsible adult at all times. Such responsible adult must not have any felony convictions or any misdemeanor convictions of an offense involving moral turpitude.

(c) Persons convicted of sex offenses, and who are required to register with the State of Illinois as sex offenders, are not eligible for residence in a parolee group home; nor are persons convicted of crimes of physical violence eligible for residence in a parolee group home.

(d) The City Manager, in deciding whether to issue or renew a license to operate a parolee group home, shall consider whether the applicant has shown that the operation of the home will not unreasonably endanger the public safety; in making such determination, the City Manager shall consider whether curfews, video surveillance, records of persons entering and leaving such homes, and similar restrictions shall be required as a condition of such license, and if so, shall

designate in writing the additional conditions imposed under this subsection. The City Manager shall also consider whether to require the inclusion of a neighborhood representative on the Board of Directors of the parolee group home, and if so, shall designate such condition in writing. The licensee shall obey such additional conditions.

(e) The licensee shall immediately report to the City Manager the name and date of birth of all parolees residing in the parolee group home, and shall immediately notify the City Manager of any changes in the identity of the tenants of the group home, including the name and date of birth of any new parolees residing in the group home.

SECTION TWO: That Chapter 44 (Zoning) of the Bloomington City Code, 1960, as amended be further amended by changing the language of Section 3.20-76 (Family) as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

3.20-76.0 - FAMILY: One (1) or more persons, each related to the other by blood, adoption or marriage, living in a dwelling unit. One (1) or more persons each related to the other by blood, adoption or marriage and not more than two (2) other persons not related by blood, adoption or marriage living in a dwelling unit shall also be deemed to constitute a family. Any child living in a "Foster Family Home" as that term is defined in Section 3.20, subsection 3.20-81.2, of this Code shall also be deemed to be part of a family. However, in no case shall more than two (2) persons not related by blood, adoption or marriage occupy any efficiency unit or a one (1) bedroom dwelling unit as defined in Section 3.20, subsections 3.20-73.0 and 3.20-71.0 of this Code. Three or more unrelated parolees living in one dwelling unit shall not be considered to be a "family" for purposes of the Zoning Code unless all such parolees are actually related by blood, adoption or marriage. "Parolees" shall have the definition set forth in Chapter 26, Section 20 of the Bloomington City Code.

SECTION THREE: That except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION FOUR: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION FIVE: That this ordinance shall take effect ten days after its publication.

SECTION SIX: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

PASSED this 23<sup>rd</sup> day of April, 2007.

APPROVED this 24<sup>th</sup> day of April, 2007.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**Motion by Alderman Matejka, seconded by Alderman Hanson to suspend the rules.**

**Motion carried.**

**Marty Seigel, 615 E. Chestnut, addressed the Council. She expressed her concern about the burden of finding a neighborhood representative. She believed it put an added load on the neighborhood as well as the individual neighborhood representative.**

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

**Motion carried.**

**Motion by Alderman Matejka, seconded by Alderman Schmidt that the Text Amendment for Chapter 26 and Chapter 44 and be amended to include a minimum requirement by the operating organizations to provide a list of names including dates of birth for those parolees in the program; and at the discretion of the City Manager a neighborhood representative may be appointed, and the Ordinance passed.**

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

**Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Hanson, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**MAYOR'S DISCUSSION: Mayor Stockton road construction projects, and the process with Rowe. He had received several comments regarding road funding. He had assured these individuals that road funding had not been decreased. It had been increased over twenty percent (20%) from the previous fiscal year.**

**Tom Hamilton, City Manager, did not yet have a list of roads for repair. He needed to sit down with Rowe in the near future to produce a recommended list for Council for approval in order for the construction to be completed prior to fall.**

**Mayor Stockton questioned the Council regarding budget deviation report for the US Cellular Coliseum (USCC). These reports could be based up on a given number that the Council would choose. Mr. Hamilton would be meeting with staff on Friday regarding the budget deficit at the USCC. He planned on having a report to the Council and hopefully a Work Session in May.**

Alderman Huette stated the need for strategies with immediate steps towards a solution to this deficit. Mr. Hamilton anticipated presenting monthly reports to the Council.

Alderman Hanson requested Mr. Hamilton make a strong recommendation to the USCC's management company as their presence at the Council meetings was important.

Mayor Stockton continued to see the goals for the USCC as important. The deficit would not be eliminated in one (1) year. Bringing the management company together with the Council for a Work Session would be beneficial. He suggested that the Council demand improvement. He would recommended the three (3) items were 1.) improved marketing; 2.) increased the number of events; and 3.) reduced expenses.

Mayor Stockton read and presented proclamations to Aldermen Matejka & Crawford for their service to the City. He also extended congratulations.

Alderman Matejka refrained from farewell addresses and requested the other Council members refrain from comments out of respect for the staff who sit in these meetings too long, too often.

Mayor Stockton recognized three members of the audience, Jim Fruin, David Sage and Judy Stearns, Aldermen elect.

**CITY MANAGER'S DISCUSSION:** Tom Hamilton expressed his appreciation to Aldermen Matejka and Crawford for their excellent staff support through the years. He noted even when everyone did not agree, they still worked together to solve problems. Mr. Hamilton formally thanked the two (2) outgoing Aldermen personally from the staff.

**ALDERMEN'S DISCUSSION:** Alderman Finnegan wished Alderman Matejka and Crawford good luck and thanked them for their great service. He also wanted to give congrats to Barb Atkins, Deputy City Manager, for her presentation to the Kiwanis Club. He heard many positive reviews.

Alderman Hanson thanked Aldermen Matejka and Crawford for their support during his first year on the Council. He learned much from them.

Alderman Schmidt pointed out the passage of two (2) significant items, 1.) the form based zoning code and; 2.) the parolee group home ordinances. She wanted to acknowledge the superb work of the individuals who put these items together.

Alderman Purcell echoed Alderman Schmidt's comments regarding the two (2) measures which were passed. He also thanked Aldermen Matejka and Crawford for their years of service.

He referenced an article in the Sunday Pantagraph which showed the City's subsidy of the Zoo and parks, but not the USCC. He wanted to acknowledge that the City would not be subsidizing the USCC and it's deficit.

Alderman Huette stated his appreciation towards Aldermen Matejka and Crawford. He acknowledged their helpfulness and commitment to their responsibilities and to their given wards.

Alderman Gibson thanked Aldermen Matejka and Crawford for their dedication. He believed they had been team players and credible individuals.

Alderman Crawford expressed his appreciation towards the staff, the Mayor and the Council. It had been an honor to serve on the Council.

Alderman Matejka expressed his gratitude toward the staff. He did not believe they received enough credit for the work they do.

Motion by Alderman Matejka, seconded by Alderman Crawford, that the meeting be adjourned. Time:10:20 p.m.

Motion carried.

Tracey Covert  
City Clerk