

**AGENDA**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, AUGUST 10, 2016 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET**  
**BLOOMINGTON, ILLINOIS**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PUBLIC COMMENT**

*A public comment period not to exceed thirty (30) minutes will be held during each Board and Commission meeting, as well as all regularly scheduled City Council meetings, Committee of the Whole meetings, meetings of committees and/or task forces (hereinafter "committees") created by the City Council, work sessions, and special meetings of the City Council. Nothing herein shall prohibit the combination of meetings, at which only one public comment period will be allowed.*

*Anyone desiring to address the Board, Commission, Committee or City Council, as applicable, must complete a public comment card at least five (5) minutes before the start time of the meeting. Public comment cards shall be made available at the location of the meeting by City staff at least 15 minutes prior to the start time of the meeting. The person must include their name, and any other desired contact information, although said person shall not be required to publicly state their address information. If more than five individuals desire to make a public comment, the order of speakers shall be by random draw. If an individual is not able to speak due to the time limitation and said individual still desires to address the individuals at a future meeting of the same type, said individual shall be entitled to speak first at the next meeting of the same type. (Ordinance No. 2015-46))*

**4. MINUTES:** Review the minutes of the June 22, 2016 regular meeting of the Bloomington Planning Commission.

**5. REGULAR AGENDA:**

- A. **Z-25-16** Public hearing, review and action on the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of an annexation agreement and the annexation of the property located 2229 Springfield Road, approximately 1.50 acres (**Ward 6**)
  
- B. **Z-26-16** Public hearing, review and action on the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of a rezoning from R-1(County) to B-1, Highway Business District of the property located 2229 Springfield Road, approximately 1.50 acres (**Ward 6**)

**6. OLD BUSINESS:**

**7. NEW BUSINESS:**

**8. ADJOURNMENT**

For further information contact:

Katie Simpson, City Planner

Department of Community Development

Government Center

115 E. Washington Street, Bloomington, IL 61701

Phone: (309) 434-2226 Fax: (309) 434-2857

E-mail: *ksimpson@cityblm.org*

**DRAFT**  
**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, JUNE 22, 2016, 4:02 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Barnett, Mr. Boyd, Mr. Pearson, Mr. Protzman, Mr. Suess, Mr. Scritchlow, Chairman Stanczak

**MEMBERS ABSENT:** Ms. Schubert

**OTHERS PRESENT:** Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney, Kevin Kothe, City Engineer.

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:00 P.M.

**ROLL CALL:** Mr. Dabareiner called the roll. A quorum was present.

**PUBLIC COMMENT:** There being no public comments the Commission moved on to approval of the minutes.

**MINUTES:** The Commission reviewed the June 8, 2016 minutes. Mr. Balmer made two changes then moved to approve the June 8, 2016 minutes; Mr. Scritchlow seconded the motion, which passed unanimously by a voice vote of 8-0.

**REGULAR AGENDA:**

**Z-19-16 Public hearing, review and action on the petition submitted by Ryan Scritchlow requesting approval to rezone the property at 1910 S. Morris Ave. from R-1C Single Family Residential District to B-2 General Business Service District.**

Mr. Scritchlow recused himself from the meeting at 4:03PM.

Chairman Stanczak introduced the case. Ms. Simpson presented the staff report and recommended in favor of the rezoning. She reviewed the surrounding uses, characteristics of the existing property and the proposed uses. Ms. Simpson noted the lack of utilities, the need for possible detention in the future, along with a transitional yard requirement. Ms. Simpson indicated the findings of fact supported, in staff's opinion, the rezoning.

Mr. Balmer asked if this was essentially the same case from the Planning Commission's last meeting but with a new petitioner; Ms. Simpson affirmed. Mr. Pearson asked if it was the same case number; Ms. Simpson affirmed. Mr. Boyle explained that the City Attorney's review of the change with the petition allowed it to be the same request, but with the correct petitioner. Mr. Suess asked about the timing for continued use of the house and when it would be demolished

for the business use. Mr. Balmer noted the need for buffering the property, once rezoned, from the residential to its south and east. Ms. Simpson felt the petitioner's representative could respond to these questions .

Mr. Todd Bugg, attorney for the petitioner, was sworn in. He summarized the petitioner's request. Mr. Bugg agreed that his client would install any needed buffering, along with detention and other city code related requirements. He indicated that while there was no timetable for removal of the house, the intention is to move it into a business as soon.

Mr. Bernie Anderson, 12 Hidden Lake, was sworn in. Mr. Anderson stated that the residents in the area support the rezoning.

Chairman Stanczak closed the public hearing. Mr. Protzman motioned to approve the request to rezone the property at 1910 S. Morris Ave. from R-1C to B-2; seconded by Mr. Pearson. The following votes were cast: Mr. Protzman—yes; Mr. Pearson—yes; Mr. Balmer—yes; Mr. Boyd—yes; Mr. Suess—yes; Mr. Barnett—yes; Chairman Stanczak—yes. Motion carried 7-0.

With the case completed, Mr. Scritchlow was invited back to the meeting.

#### **OLD BUSINESS**

None

#### **NEW BUSINESS**

None

#### **ADJOURNMENT**

Mr. Pearson motioned to adjourn; seconded by Mr. Balmer, which passed unanimously by voice vote. The meeting was adjourned at 4:17 PM.

**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
AUGUST 10, 2016**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Z-25-16 Annexation agreement and Annexation of 1.50 acres at 2229 Springfield Road	The petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of an annexation agreement, the annexation, and rezoning of the property.	Katie Simpson City Planner
Z-26-16 Rezoning for approximately 1.50 acres at 2229 Springfield Road from R-1 (county) to B-1.		

**REQUEST**

The petitioner is seeking approval of an Annexation Agreement, Annexation, and a Rezoning of approximately 1.50 acres located west of Springfield Road and south of Szarek Drive.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

Owner and Applicant: Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014

**PROPERTY INFORMATION**

Existing Zoning: R-1 (unincorporated)

Existing Land Use: Vacant, auto storage.

**Surrounding Zoning and Land Uses**

Zoning

North: R-1, Single Family Residential (unincorporated)

South: R-2, Mixed Residential

East: B-1, Highway Business District

West: R-1C, High Density Single Family Residential

Land Uses

North: Single-family residence, vacant lot

South: Vacant lot

East: Vehicle Storage

West: Single-family houses, noncommercial parking lot

**PROJECT DESCRIPTION**

The subject property is approximately 1.50 acres of unincorporated, undeveloped land. The petitioner owns property to the east currently used as vehicle storage and a towing business. The petitioner is proposing to expand the existing business to the east, onto the subject property. The subject property is landlocked and would receive access, from Springfield Road, through the lot to the east. The petitioner is proposing adding a hard surface to the lot to facilitate vehicle storage and a driver training/practice area for tow truck employees. The property owner will need to provide detention, in a manner approved by the Engineering Department, if 1,400 square feet of pervious area is disturbed. Additionally, the property does not currently have water or

sewer. In the future, the property is to be developed for residential or a different business that requires utilities, sewer and water will need to be added.

Traditionally annexed land is zoned A-Agriculture, therefore the petitioner is also seeking a rezoning to B-1, Highway Business District. The proposed zoning is compatible with neighboring uses and zonings. The B-1 Zoning will trigger transitional yard requirements along neighboring residential, as well as fencing and screening as outlined in Sections 44.4-5, 44.4-7 and 44.7-2.

### **ANALYSIS**

#### **Submittals**

This report is based on the following documents, which are on file with the Community Development Department:

1. Annexation Agreement
2. Petition for a Zoning Map Amendment
3. Plat for property being rezoned
4. Aerial photographs

#### **Compliance with the Comprehensive Plan**

The Comprehensive Plan 2035 identifies the retention and expansion of existing businesses as a goal.

**Findings of Fact:** Pursuant to Chapter 8.5 Section 203(d) of the City’s Code “The Planning Commission shall consider the amendment to the Official Zoning Map for the City of Bloomington, McLean County and shall recommend the adoption of such amendment unless the Commission finds that such amendment is not in the public or is solely for the benefit of the person requesting such amendment”. In making such a finding the Planning Commission may consider:

1. *The suitability of the subject property for uses authorized by the existing zoning; the property is currently zoned R-1 (unincorporated). The property does not have utilities. It will be challenging to extend water and sewer to the site, creating practical difficulties for a residential zoning. Additionally, without access, the property is more suitable for the proposed improvements and zoning. The standard is met.*
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area; the property has never been developed. Neighboring development is of single-family houses and business. It is highly unlikely the property will be developed for residential. The proposed improvements can be considered as appropriate improvements. The standard is met.*
3. *The suitability of the subject property for uses authorized in the proposed zoning; the B-1, Highway Business District if contiguous to the existing property. The district allows for auto-orientated businesses. Given the surrounding residential, the rezoning will trigger transitional yard requirements and screening/fencing. However, due to the*

property location and topography, it is unlikely the area would be developed for residential in the near future. The standard is met.

4. *The existing land uses of nearby property; the proposed rezoning and proposed development are compatible with neighboring uses and zoning districts. Transitional yards are required along residential borders. The standard is met.*
5. *Existing zoning of nearby property, relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application; the property owner wishes to develop the property as an extension of the neighboring business. The rezoning should have little impact on neighboring properties. Transitional yards, fencing and screening will mitigate the impact on neighboring residential. The property will also need to accommodate detention and on-site water flow as approved by the Department of Engineering. The standard is met.*
6. *The extent to which adequate streets connected to the arterial street system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning district; the property does not have access, it is landlocked. Access will have to be granted through the neighboring property. There should be little to no impact on the street system. The standard is met.*
7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and whether the development of the subject property for uses permitted in the proposed zoning classification would have a substantial detrimental effect on the drainage patterns in the area; the petitioner will address detention and drainage in their development; the property owner will need to be conscious of the branch of Sugar Creek which runs through the property and this can be addressed at the time of site review. The standard is met.*
8. *The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be supplied to serve the uses permitted in the proposed zoning classification; and the lot is limited in what it can be developed as. The proposed parking lot is one of the more feasible improvements for this property.*
9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article 2.00 of the Bloomington City Code-1960, including the following specific purposes:*
  - a. *To conserve and protect the taxable value of land and structures;*
  - b. *To protect the air, water, and land resources within the City from the hazards of pollution and misuse;*
  - c. *To protect land and structures from natural hazards; including flooding and erosion;*
  - d. *To preserve and protect historic locations, structures and groups*

## Agenda Items A and B

- e. *To preserve and protect and encourage the development of structures, groups of structures, and neighborhoods of distinctive architectural character and appearance;*
- f. *To provide for the orderly and functional arrangement of land uses and structures;*
- g. *To establish standards for the orderly development or redevelopment of geographic areas within the City;*
- h. *To secure for the public locations for housing, employment, shopping, education, and recreation that are adequate in terms of health, safety, convenience and number;*
- i. *To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;*
- j. *To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;*
- k. *To permit public involvement in the planning of private land uses which have the potential for significant impact on the use of enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and*
- l. *To promote the Official Comprehensive Plan adopted by the City of Bloomington*

The above standard and sub-clauses are met. Staff recognizes items A, B under Section 4 (Developer's Obligations) in the provided agreement as appropriate. If the property is developed in the future to accommodate the need for sewer and water, the tap-on fees will need to be paid at that time. A substandard road fee (commonly found in annexation agreements) in this instance is not applicable since the property does not have frontages, and parkland fee (as explained in Chapter 24) is not required because the development is not residential.

The annexation agreement and rezoning petitions submitted are related; the rezoning is dependent upon the annexation of the property. Additionally Council will consider each item individually, therefore two motions are being proposed.

### **STAFF RECOMMENDATION:**

Staff recommends the Planning Commission pass a motion recommending that the City Council **approve** Case Z-25-16 a petition submitted by Niel A Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the annexation agreement and annexation of 1.50 acres of land, located at 2229 Springfield Road.

Staff recommends the Planning Commission pass a motion recommending that the City Council **approve** Case Z-26-16 a petition submitted by Niel A Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the rezoning from R-1 (unincorporated) to B-1, Highway Business District of 1.50 acres of land, located at 2229 Springfield Road.

Respectfully submitted,

Katie Simpson  
City Planner



## Agenda Items A and B

### Attachments:

1. Annexation Agreement
2. Annexation Petition
3. Rezoning Petition
4. Legal Description "Exhibit A"
5. Owners Certificate
6. Natural Resources Review
7. Notice Affidavit
8. Plat
9. Aerial View
10. Zoning Map
11. Permitted Uses in the B-1 District
12. Neighborhood Notification and Notification List

## ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

**WHEREAS**, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

**WHEREAS**, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

**WHEREAS**, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

**WHEREAS**, the Owner is desirous of having said premises zoned B-1 upon annexation to the City; and

**WHEREAS**, 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).

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

### 1. ANNEXATION PETITION

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit “A” to the City’s corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

### 2. ANNEXATION

The City agrees to adopt an ordinance annexing the property described on Exhibit “A” to the City of Bloomington.

### 3. ZONING

City agrees to rezone the property to B-1 subsequent to any public hearings required by the City Code.

#### **4. DEVELOPMENT OBLIGATIONS**

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

- A. Stormwater Detention. Owner shall provide onsite detention or pay a fee-in-lieu for storm water detention pursuant to the City Code in place at the time of annexation.
- B. Annexation Fee. Owner shall pay an annexation fee pursuant Chapter 8.5 Section 205 of the City Code in place at the time of annexation.

#### **5. OBLIGATION TO DEVELOP PER CODE**

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

#### **6. ANNEXATION TO OTHER TAXING DISTRICTS**

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

#### **7. COVENANTS AND AGREEMENTS**

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

#### **8. TERM**

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

#### **9. NOTICES**

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

City of Bloomington  
Attn: City Manager  
109 East Olive Street  
Bloomington, IL 61701

Mr. Neil Gauger  
Trustee of T&R Trust Dated December 24, 2014  
2233 Springfield Road  
Bloomington, IL 61701

or to such other person or address as a party may designate in a like manner.

## **10. ADOPTION OF ORDINANCES**

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

## **11. DORMANT SPECIAL SERVICE AREA**

1. A dormant special service area will be established over the Property, with the cooperation and participation of the Owner, to provide for the on-site public improvements for the Property, as well as to pay for the costs and expenses directly or indirectly related in any way to the on-site public improvements, including, without limitation:
  - a. construction, installation, repair, or maintenance of the on-site public improvements in the event that the Owner is for any reason unable to do so and there is inadequate or unavailable security to construct and install the on-site public improvements;
  - b. legal, engineering, and construction management expenses related to the construction, installation, repair, or maintenance of the on-site public improvements;
  - c. direct and indirect administrative expenses;
  - d. payment of public liability insurance premiums; or
  - e. reimbursement to the City for funds it expended or incurred to construct, install, repair, or maintain the on-site public improvements.

The Owner will pay for all costs incurred by the City in establishing the dormant special service area including, without limitation, the payment of all attorneys' fees incurred by the City in establishing the special service area as well as reimbursement to the City for any and all costs and expenses incurred by the City.

2. The City will have the automatic right to activate the dormant special service area and extend the taxes in association with the special service area upon the occurrence of any of the following events:

- a. failure of the Owner for any reason to complete such public improvements;
  - b. inadequacy of the performance security established by the Owner as required by this Annexation Agreement; or
  - c. failure or refusal by the bank to fulfill or otherwise honor the performance security established by the Owner as required by this Annexation Agreement.
3. By purchasing a lot in the Property, each purchaser of a lot, for himself or herself and his or her respective successors in title, forever waives any right to challenge the assessment or collection of a tax or assessment imposed by the City against the lot pursuant to a special service area established in accordance with this §11, provided such special service area is not amended in any way that requires a new public hearing.
  4. The Declaration of Covenants for all lots in the Property will include similar language regarding the establishment of the special service areas.
  5. Nothing in this §11 will prevent the Owner or any individual lot Owner from exercising his or her statutory right to object to the establishment or amendment of the Dormant Special Service Area.
  6. Upon the City's formal acceptance of the on-site public improvements for the Property and the expiration of any maintenance guarantee period, as provided in §11 of this Annexation Agreement, the City will take all reasonable actions to have the Dormant Special Service Area dissolved. In no event will the City seek the extension of the special service area tax after it has formally accepted the on-site public improvements for the Property and the expiration of any maintenance guarantee period.

## 12. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents

to the City (i) that the Trust is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property, if any, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that the Trust has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

*[signatures on next page]*

EXECUTED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016, in Bloomington, Illinois.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Tari Renner, Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

OWNER: T&R TRUST DATED  
DECEMBER 24, 2014

By: \_\_\_\_\_  
Neil A. Gauger, Trustee of the T&R  
Trust Dated December 24, 2014



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

State of Illinois                                )  
  ) ss.  
County of McLean                            )

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

Now comes Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014,  
hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1.       That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A which is (are) attached hereto made and a part hereof by this reference, and is (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 said premises presently have a zoning classification of R-1 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 petitioner(s) 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: Zone B-1;
5.       That your petitioner(s) hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve said Annexation Agreement, annex said premises to said City and amend the Official Zoning Map of said City to reclassify said premises into the zoning district classification;
6.       That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the zoning of said premises to the A-Agriculture District; and


**Petition for Annexation**  
**Page 2 of 2**

7. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the zoning of said premises to the A-Agriculture District.

WHEREFORE, your petitioner respectfully prays 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 Zone B-1.

Respectfully submitted,

Dated: 7/7/16

; Trustee

By: Neil A. Gauger, Trustee of the T&R  
Trust Dated December 24, 2014

Petitioner's Attorney:  
G. Timothy Leighton, Esq.  
Leighton Legal Group, LLC  
802 N. Clinton Street, Ste. 1  
Bloomington, IL 61701  
309/ 828-7600

ORDINANCE NO. \_\_\_\_\_

**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 Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit 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 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.

Annexation Ordinance

Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, Petitioner

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
City Clerk

DISAPPROVED:

\_\_\_\_\_  
Tari Renner, Mayor

REASON:

PETITION FOR ZONING MAP AMENDMENT

State of Illinois )  
 ) ss.  
County of McLean )

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

Now comes Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (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 said premises legally described in Exhibit "A" presently has a zoning classification of A-Agriculture District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the Zone B-1 zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from A-Agriculture District to Zone B-1.

Respectfully submitted,

Dated: 7/2/16

Neil A. Gauger Trustee  
By: Neil A. Gauger, Trustee of the T&R Trust  
Dated December 24, 2014

Petitioner's Attorney:  
G. Timothy Leighton, Esq.  
Leighton Legal Group, LLC  
802 N. Clinton Street, Ste. 1  
Bloomington, IL 61701  
309/ 828-7600

ORDINANCE NO. 20 \_\_\_\_ - \_\_\_\_\_

AN ORDINANCE REZONING

The East 1/2 of 5 acres off the South side of Lot 16 in the North West 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois (Tax ID # 21-17-126-006)

FROM R-1 District TO B-1 District

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

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

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

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

1. That the premises hereinafter described in Exhibit(s) "A" shall be and the same are hereby rezoned from R-1 District to B-1 District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Tari Renner  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit A

Tract No. 2: The East 1/2 of 5 acres off the South side of Lot 16 in the North West 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 21-17-126-006

Common  
Address: 2229 Springfield Road, Bloomington, Illinois 61701



**OWNER'S CERTIFICATE**

State of Illinois )  
 ) ss.  
County of McLean )

KNOW ALL PERSONS BY THESE PRESENTS, That I, Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereby certify that the T&R Trust Dated December 24, 2014 is the owner of the premises described in Exhibit A attached hereto and incorporated herein, which is the subject of a certain Petition for Annexation to the City of Bloomington, McLean County, Illinois, and for Amendment of the Official Zoning Map of the City of Bloomington, McLean County, Illinois, which is depicted by the Annexation Plat prepared by Joseph D. Adams on May 27, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 7 day of July, 2016.

Name: T&R Trust Dated December 24, 2014

By: Neil A. Gauger Trustee  
Neil A. Gauger, Trustee of the T&R  
Trust Dated December 24, 2014

{Seal}

**NOTARY CERTIFICATE**

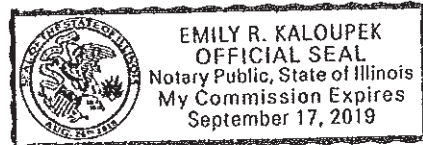
State of Illinois )  
 ) ss.  
County of McLean )

I, Emily R. Kaloupek, a Notary Public in and for the County and State aforesaid, do hereby certify that Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, personally known to be the same person whose name is subscribed to the foregoing owner's Certificate, appeared before me this day in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 7 day of July, 2016.

Emily R. Kaloupek  
Notary Public

My commission expires 9/17/19.



**Applicant:** T&R Trust Dated December 24, 2014  
**Contact:** Emily Kaloupek  
**Address:** 2233 Springfield Road  
Bloomington, IL 61701  
  
**Project:** 2229 Springfield Annexation  
**Address:** 2229 Springfield Road, Bloomington

**IDNR Project Number:** 1611233  
**Date:** 05/27/2016

**Description:** Annexation of 2229 Springfield Road from McLean County to City of Bloomington.

### Natural Resource Review Results

#### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

**Consultation is terminated.** This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

#### Location

The applicant is responsible for the accuracy of the location submitted for the project.

**County:** McLean

**Township, Range, Section:**  
23N, 2E, 17



**IL Department of Natural Resources**  
**Contact**  
Natalia Jones  
217-785-5500  
Division of Ecosystems & Environment

**Government Jurisdiction**  
City of Bloomington  
Katie Simpson, City Planner  
109 E. Olive Street  
Bloomington, Illinois 61701

#### Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

### **Terms of Use**

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

### **Security**

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

### **Privacy**

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

**AFFIDAVIT**

Emily R. Kaloupek, being first duly sworn on oath, deposes and states as follows:

1. That she served copies of said Notice of Annexation Petition on behalf of Neil A. Gauger, Trustee of T&R Trust Dated December 24, 2014, Petitioner, upon the following persons:

Bloomington Township  
Ms. Jennifer Capodice, Supervisor  
Mr. Rodney Boester, Highway Commissioner  
Mr. Gary Pearl, Clerk  
Ms. Lynna Bonnell, Trustee  
Mr. Donald Kratz, Trustee  
Mr. Michael O'Shea, Sr., Trustee  
Mr. Christopher Witte, Trustee  
Bloomington Township Building  
2501 Fox Creek Road  
Bloomington, IL 61705

Bloomington Township Fire Protection District  
Mr. Tom Willan, Chief  
14880 Old Colonial Road  
Bloomington, IL 61705

Bloomington-Normal Airport Authority  
Mr. Carl Olson, Executive Director  
3201 Cira Dr. #200  
Bloomington, IL 61701

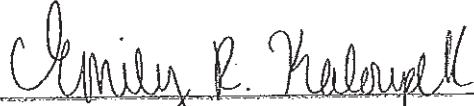
Bloomington-Normal Water Reclamation District  
Mr. Randall Stein, Executive Director  
P.O. Box 3307  
Bloomington, IL 61702-3307

McLean County Unit District #5  
Mr. Mark Daniel, Superintendent  
1809 W. Hovey  
Normal, IL 61761

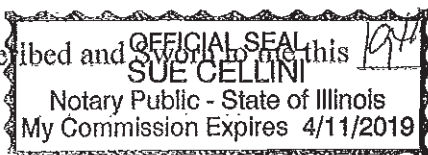
Bloomington School District #87  
Dr. Barry M. Reilly, Superintendent  
300 E. Monroe Street  
Bloomington, IL 61701


Bloomington Public Library District  
205 E. Olive St.  
Bloomington, IL 61701

by placing a true and correct copy of said Notice in an envelope addressed as shown above, addressed certified mail, return receipt requested, sealing said envelopes and placing sufficient U.S. postage on each and depositing said envelopes so sealed and stamped in the United States Mail at Bloomington, Illinois on the 19 day of July, 2016.

  
\_\_\_\_\_  
Emily R. Kaloupek

Subscribed and sworn to on this 19 day of July, 2016.



  
\_\_\_\_\_  
Notary Public

NOTICE OF PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON,  
McLEAN COUNTY, ILLINOIS

AND FOR AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF  
BLOOMINGTON, McLEAN COUNTY, ILLINOIS

State of Illinois                    )  
  ) ss.  
County of McLean                 )

**TO:**

Bloomington Township  
Ms. Jennifer Capodice, Supervisor  
Mr. Rodney Boester, Highway  
Commissioner  
Mr. Gary Pearl, Clerk  
Ms. Lynna Bonnell, Trustee  
Mr. Donald Kratz, Trustee  
Mr. Michael O'Shea, Sr., Trustee  
Mr. Christopher Witte, Trustee

Bloomington Township Building  
2501 Fox Creek Road  
Bloomington, IL 61705

Bloomington Township Fire Protection  
District  
Mr. Tom Willan, Chief  
14880 Old Colonial Road  
Bloomington, IL 61705

Bloomington-Normal Airport Authority  
Mr. Carl Olson, Executive Director  
3201 Cira Dr. #200  
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Bloomington-Normal Water Reclamation  
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Mr. Randall Stein, Executive Director  
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McLean County Unit District #5  
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1809 W. Hovey  
Normal, IL 61761

Bloomington School District #87  
Dr. Barry M. Reilly, Superintendent  
300 E. Monroe Street  
Bloomington, IL 61701

Bloomington Public Library District  
205 E. Olive St.  
Bloomington, IL 61701

**NOTICE OF ANNEXATION**

Now comes Neil Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described as:

The East 1/2 of 5 acres off the South side of Lot 16 in the North West 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.


Tax ID #: 21-17-126-006

and commonly known as: 2229 Springfield Road, Bloomington, Illinois 61701

and are petitioning for annexation to the City of Bloomington;

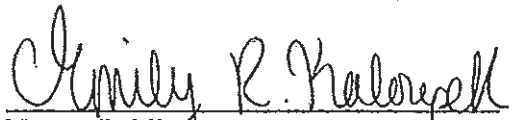
2. That said premises presently having a zoning classification of R-1, which your Petitioners are requesting be changed to a zoning classification of B-1;
3. That the proposed changes are scheduled to be discussed at a meeting held by the Planning Commission of the City of Bloomington on August 10, 2016, and at a meeting held by the City Council of the City of Bloomington on September 12, 2016.

Respectfully submitted,

  
\_\_\_\_\_  
G. Timothy Leighton, Counsel to Petitioner,  
Neil A. Gauger, Trustee of T&R Trust  
Dated December 24, 2014

Subscribed and Sworn to before me this 19 day of July, 2016.



  
\_\_\_\_\_  
Notary Public

# ANNEXATION

PART OF NW 1/4 SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McLEAN COUNTY, ILLINOIS

This is a plat of a tract of land to be annexed to the City of Bloomington, McLean County, Illinois, the Bloomington and Normal Water Reclamation District, and the Bloomington-Normal Airport Authority.

**Description of Property to be Annexed:**

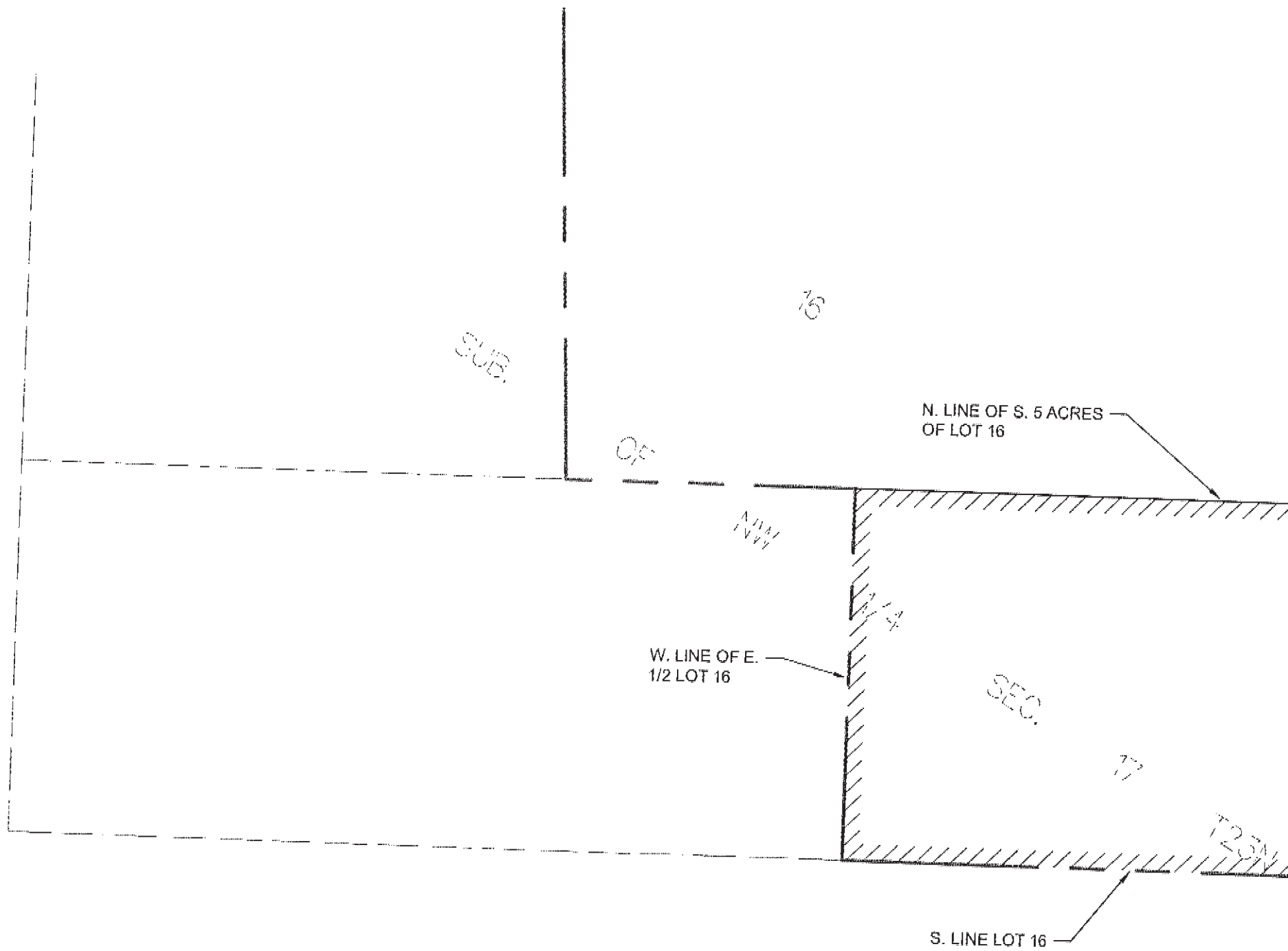
The East 1/2 of 5 acres off the South side of Lot 16 in the Subdivision of the Northwest 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

FARNSWORTH GROUP, INC.  
2709 MCGRAW DRIVE  
BLOOMINGTON, IL 61704

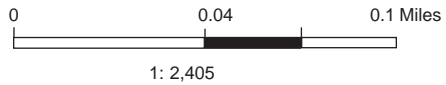
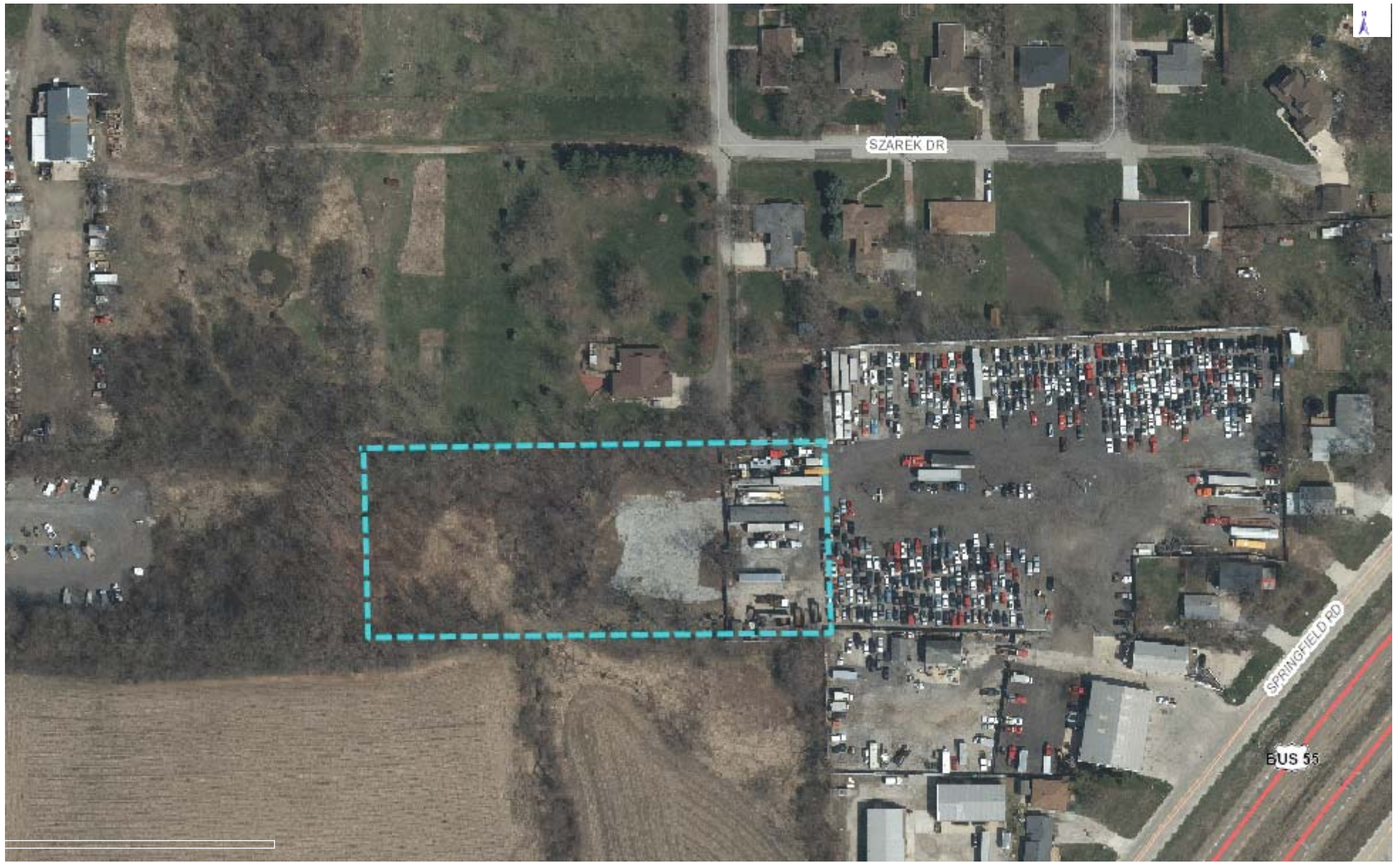


By: Joe Adams  
Joseph D. Adams  
Professional Land Surveyor No. 3704

DATE: 5/27/16  
EXP. DATE: 11-30-2016  
DESIGN FIRM REGISTRATION  
NO. 184-001856



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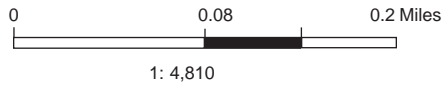
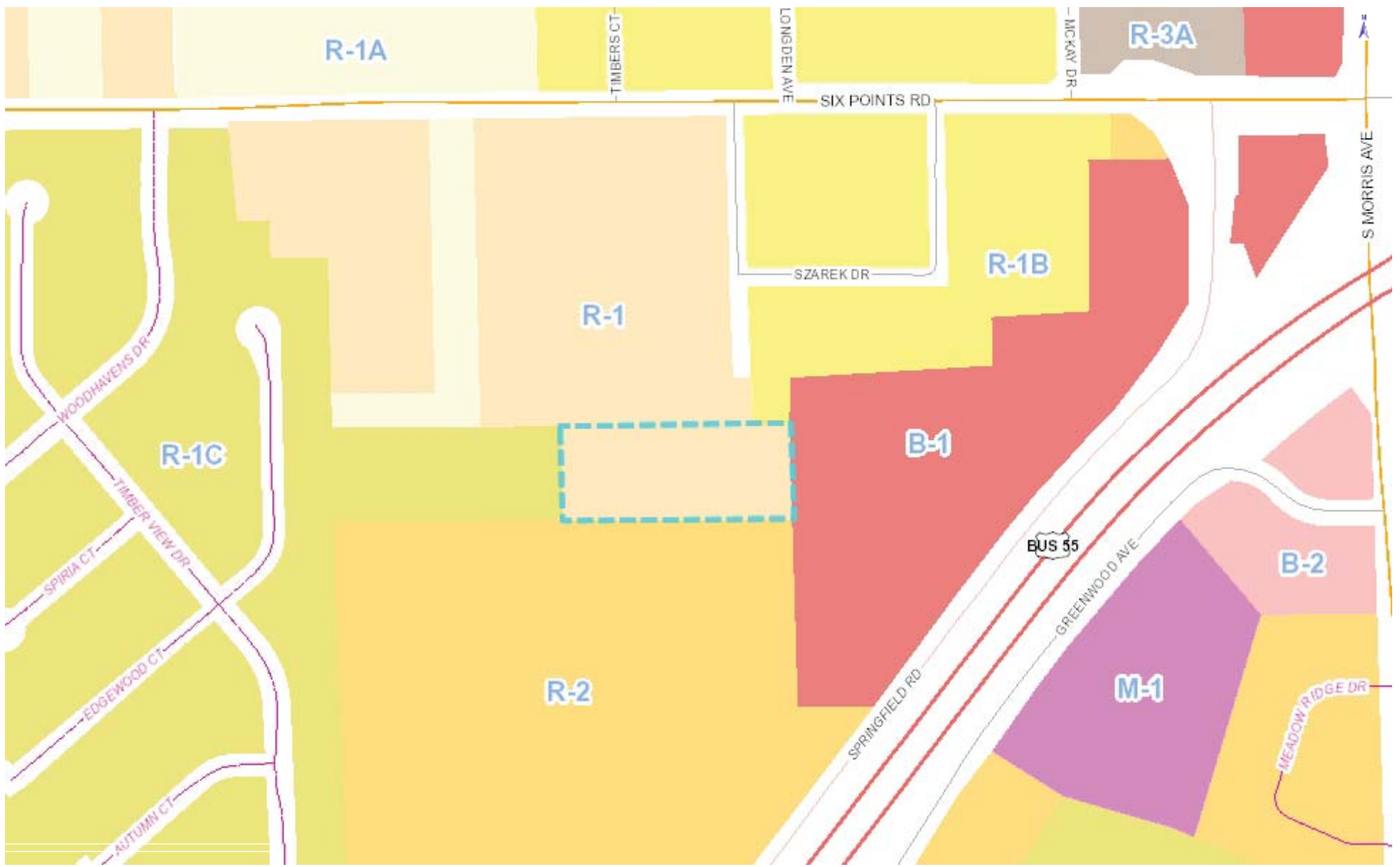
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Notes

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Notes

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## Section 44.6-30

### Permitted Uses in the B-1 District

Accounting, Auditing, Bookkeeping  
Advertising Services  
Agency Supervised Homes  
Agency-Operated Family Homes  
Agency-Operated Group Homes  
Agriculture  
Ambulatory Surgical Treatment Center  
Amphitheaters  
Amusement Parks  
Animal Detention Facilities, with no outdoor exercise areas  
Animal Hospitals  
Antique Stores  
Apparel Shops  
Appliance Stores  
Aquariums  
Arenas, Field Houses, Stadiums  
Art Galleries, Museums  
Art Supplies, Craft Stores  
Athletic Clubs, YMCA, YWCA  
Auction Houses  
Auditoriums, Concert Halls  
Automobile and Accessories Sales  
Automobile Engine Electrical System Diagnostic Services  
Automobile Rental Service  
Automobile Repair Shops  
Automobile Service Stations  
Awning, Tent, Canvas Products Sales  
Bakery Products Sales  
Ballrooms, Dance Halls  
Banking Services  
Barber Shops, Beauty Shops  
Bars, Taverns, Nightclubs  
Bed & Breakfast Establishments  
Billiard Centers, Pool Halls  
Birthing Center  
Blueprinting and Photocopying  
Boarding Schools  
Boat Sales, Service, Rental  
Book, Stationery Stores, Newsstands  
Bowling Establishments  
Building Construction Services  
Bus Passenger Terminals  
Bus Sales Service  
Business Management Consulting  
Business Schools  
Cabinet making, woodworking, furniture repair  
Cameras, Photographic Supplies  
Camping, Recreational Equipment Sales  
Candle Shops  
Candy Confectionery Sales  
Car Wash  
Carpentry Services  
Catering Services  
Cemeteries  
Childrens Homes, Orphanages  
China, Glassware, Metalware Stores  
Churches, Synagogues, Temples  
Cigar, Tobacco Products Sales  
Clinics  
Collection Services  
College-University Classrooms  
Commercial Printing Services  
Commodity Contract Brokers  
Community Centers  
Computer Services  
Convalescent Homes, Rest Homes  
Convenience Establishments  
Country Clubs, Golf Clubs  
Credit Services  
Cultural Activities  
Currency Exchanges  
Dairy Products  
Dance Studios, Music Studios  
Day Care Centers  
Delicatessens  
Dental Services  
Department Stores  
Detective and Protective Services  
Diagnostic Imaging Center  
Diagnostic Laboratory Treatment Facility  
Diaper Services  
Domestic Violence Shelter  
Donut Shops, Ice Cream Shops  
Draperies, Curtains, Uphostery  
Dressmaking, Tailor Shops  
Drive-in Refreshment Stands  
Drug Stores  
Dry Cleaning Services

Dry Goods, Piece Goods Stores  
Duplicating, Mailing Services  
Dwellings, Two-Family  
Educational and Research Services  
Electrical Repair Service  
Electrical Services  
Electrical Supply Sales  
Electricity Regulating Substations  
Electronics Assembly Plants  
Employment Services  
Engineering, Architectural Services  
Equipment Rental , Leasing Services  
Exhibition/Exposition Halls  
Extended Stay Motel  
Exterminating-Pest Control Services  
Farm Machinery Sales and Service  
Farm Supply Stores  
Financial Services  
Fish Hatcheries, Poultry Hatcheries  
Fishing Camps  
Flammable Liquid Pipelines  
Floor Covering Stores  
Florist Shops  
Food Pantry  
Forestry  
Fuel Oil Service  
Funeral Parlor, Mortuary  
Furniture Stores  
Garden Supply Stores  
Gas Regulatory Stations  
General Merchandise Stores  
Gift Shops  
Golf Courses - Not Miniature Golf  
Golf Driving Ranges  
Government Services  
Greeting Card Shops  
Grocery Stores, Supermarkets  
Gun Shops  
Gymnasiums, Recreation Centers  
Hardware Stores  
Health Clubs  
Health Spas, Reducing Salons  
Heating Plumbing Equipment Sales  
Hobby Shops, Toy Stores  
Home for the Aged  
Home Improvement Center  
Home Maintenance Services  
Horticultural Services  
Hospitals, Except Animal Hospitals  
Hotels, Motels, Motor Hotels  
Ice Rinks  
Institution for Child Care  
Institution for the Handicapped  
Insurance Services  
Irrigation Channels  
Jewelry Stores, Watch Repair  
Kennels, with no outdoor exercise areas  
Knit Goods Shops  
Laboratory, Psychological  
Laundering Services  
Leather Goods Shops  
Legal Services  
Legitimate Theaters  
Libraries  
Linen Supply Services  
Linen Supply Stores  
Linen Supply Stores  
Liquor Stores  
Lodging Houses  
Lumber Yards, Building Materials  
Mail Order Houses  
Marine Craft and Accessory Sales  
Massage Therapy Studio  
Medical Marijuana Dispensing Organization  
Medical, Health Services  
Mental Health Facilities  
Merchandise Vending Machine Sales  
Miniature Golf Courses  
Miscellaneous Services N.E.C.  
Monument Sales  
Motels, Hotels, Motor Hotels  
Motion Picture Studios  
Motion Picture Theaters  
Motor Vehicle Sales, Service N.E.C.  
Motor Vehicle Storage  
Motorcycle Sales and Service  
Music Stores, Record Shops  
News Syndicate Services  
Nursery Schools  
Nursing Homes  
Offices  
Optical Goods, Hearing Aids Sales  
Other Clubs Not Classified  
Other Specialty Shops, N.E.C.  
Outdoor Advertising Services  
Packing and Crating Services

Paint, Glass, Wallpaper Stores  
Painting, Decorating Services  
Parking Lot, Commercial  
Parking Lot, Noncommercial  
Parks, Playgrounds, Aboretums  
Penny Arcade  
Pet Shops  
Pharmacy  
Photofinishing Services  
Photographic Services  
Planetariums  
Plumbing, Heating Services  
Police Stations, Fire Stations  
Postal Services  
Post-Surgical Recovery Care Center  
Pottery, Ceramic Products Sales  
Pre-Schools  
Printing, Publishing, Allied Uses  
Professional Clubs, Business Clubs  
Professional Supply Repair Services  
Radio Broadcasting Studios  
Radio, Television Repair Services  
Radio, Television Stations-Towers  
Radio,. Television Stores  
Rail Passenger Terminals  
Real Estate Services  
Record Shops, Music Stores  
Rehabilitation Schools  
Religious Education Facility  
Research and Testing Services  
Restaurants, Cafeterias  
Riding Stables, Riding Schools  
Roadside Markets  
Roller Skating Rinks  
Rooming Houses  
Rooming Houses  
Savings and Loan Associations  
Security and Commodity Services  
Service Clubs, Civic Clubs  
Sewage Lift Stations  
Sheltered Care Homes  
Shoe Repair Services  
Shoe Stores  
Sign Painting Services  
Ski Mobile Sales, Service  
Social Clubs, Lodges  
Specialty Food Shops  
Specialty Schools

Sporting Goods, Bicycle Sales  
Stenographic Services  
Swimming Clubs  
Swimming Pools  
Taxi Terminals  
Telegraph Message Centers  
Telephone Exchange Stations  
Telephone Exchange Substations  
Telephone Relay Towers  
Television Broadcasting Studios  
Tile Abstracting Services  
Tires, Batteries, Accessories Sales  
Trade Supply Sales-Service  
Trading Stamp Services  
Transfer Services  
Travel Arranging Services  
Treatment Centers for Drug Abuse  
Tree Sales, Nurseries, Greenhouses  
Truck Rental Service  
Truck Sales and Service  
Truck Stops, Truck Plazas  
Truck Wash  
Utility Conduits, Lines, Pipelines  
Variety Stores  
Veterinarian Services  
Video Sales and Rental Stores  
Vocational Schools  
Water Pressure Control Stations  
Water Purification Plants  
Water Storage Reservoirs  
Welding Services  
Well Drilling Services  
Window Cleaning Services  
Zoos  
Airports and Landing Fields (S)  
Amusement Centers (S)  
Animal Detention Facilities, with outdoor  
exercise areas (S)  
Crematories (S)  
Drive-in Motion Picture Theaters (S)  
Dwellings, Single-Family (S)  
Fairgrounds, Agricultural Exhibits (S)  
Go-Cart Tracks (S)  
Group Homes for Parolees (S)  
Group Homes for Parolees (S)  
Group or Organized Camps, Resorts (S)  
Heliports, Heliport Terminals (S)  
Kennels, with outdoor exercise areas (S)

Manufactured Home Sales (S)  
Mini Warehouses (S)  
Mobile Home Sales (S)  
Race Tracks, Grandstands (S)  
Recreation Vehicle Camps (S)  
Refuse Disposal Services (S)  
Sewage Treatment Plants (S)  
Shooting Galleries, Rifle Ranges (S)  
Tourist Camps (S)  
Travel Trailer Camps (S)  
Wholesale Sales Establishments (1)  
Towing Services (2)  
Adult Cabaret (5)

Adult Hotels/Motels (5)  
Adult Lingerie Modeling Studios (5)  
Adult Media Stores (5)  
Adult Modeling Studios (5)  
Adult Motion Picture Theaters (5)  
Sex Shops (5)  
Sexually Oriented Entertainment Business (5)  
Dwellings, Multiple Family (9)  
Townhouses (9)  
Telecommunication Antenna Facilities (10)  
Media Shops (12)  
Mobile Food and Beverage Vendor (13)

(S) = allowed with a special use

(1) = allowed only as accessory use occupying not more than 40% floor area of any story

(2) = allowed only as accessory use occupying not more than 25% floor area of any story

(5) = allowed provided that no lot line of the lot to be occupied by such use shall be located closer than 1,000 feet to the lot line of a residential, recreational, public assembly (or the like) use

(9) = allowed as a special use if the lot was rezoned B-1 after August 26, 1996

(12) = allowed as permitted use but subject to conditions that adult media kept in a separate room  
1) that is not open to anyone under age (18) and; 2) physically and visually separated from the rest of the shop by an opaque wall and; be located so that the entrance is as far as reasonably possible from media of a particular interest to children; and 4) have access controlled by warning signs to provide assurance that persons under age 18 will not accidentally enter and; 5) provide signs stipulating that persons under age 18 are not permitted in such a room.

(13) = permitted but subject to the requirements of Section 44.4-4 G.



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

July 27, 2016

Dear Property Owner or Resident:

**The City of Bloomington Planning Commission will hold a public hearing on Wednesday, August 10, 2016 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois** for a petition submitted by *Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014* requesting 1) approval of an annexation agreement for the property commonly located at 2229 Springfield Road; 2) the annexation of said property; and 3) the rezoning of the annexed property from R-1 (County) to B-1, Highway Business District. **A second public hearing on this petition will be held by the Bloomington City Council on Monday, September 12, 2016 at 7:00 pm in the City Council Chambers of City Hall Building at 109 E. Olive Street, Bloomington, Illinois.** The property is legally described as follows:

THE EAST ½ OF 5 ACRES OFF THE SOUTH SIDE OF LOT 16 IN THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, IL. PIN: 21-17-126-006

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested rezoning during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at [www.cityblm.org](http://www.cityblm.org). If you desire more information regarding the proposed petition or have any questions you may contact me by phone, (309) 434-2226, or email, [ksimpson@cityblm.org](mailto:ksimpson@cityblm.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Katie Simpson', written over a light blue horizontal line.

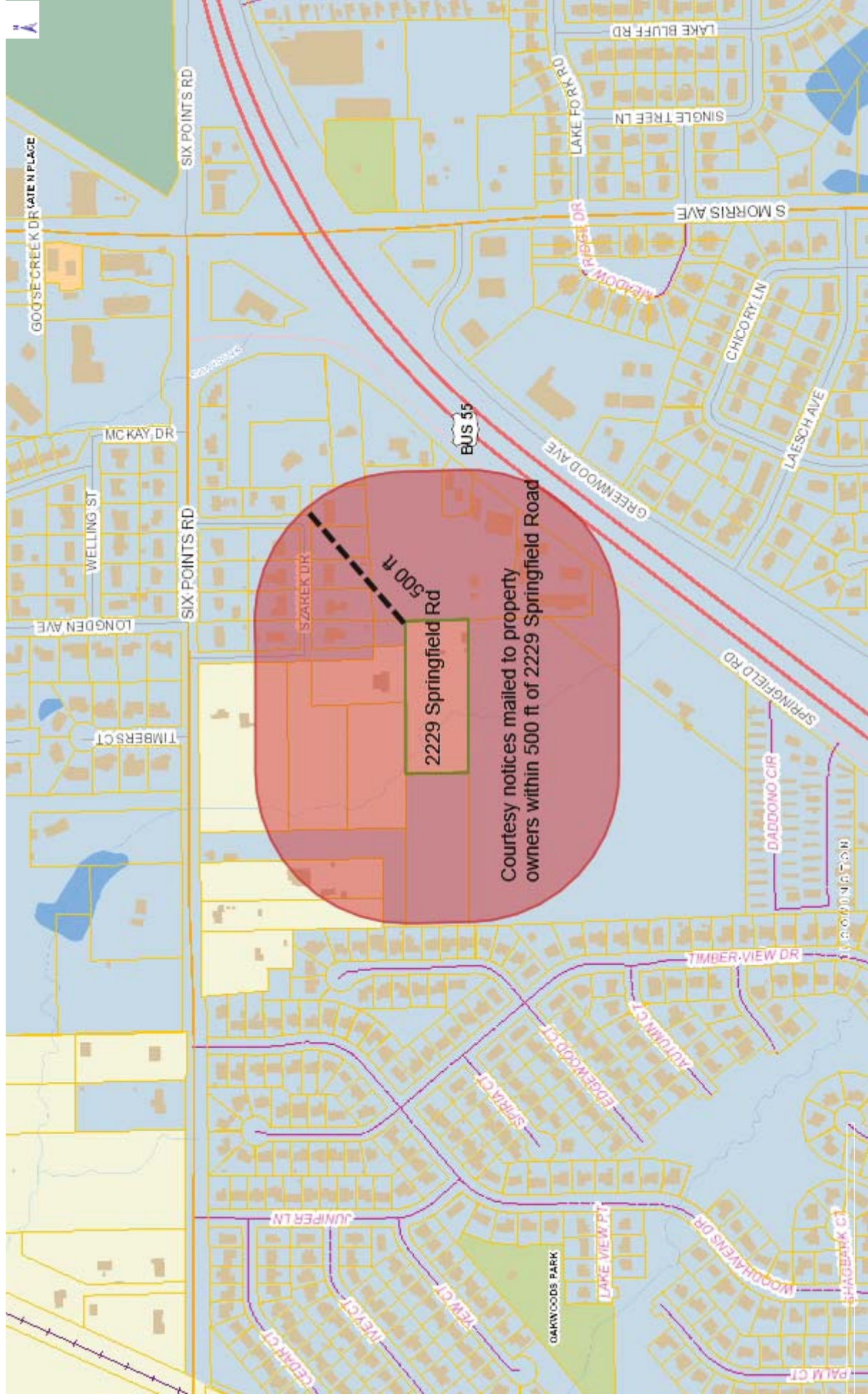
Katie Simpson  
City Planner

Attachments:

Location Map with 500 ft. notification buffer



# Courtesy notices for a public hearing on the annexation and rezoning of 2229 Springfield Road



0 0.11 0.2 Miles

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<http://www.McGIS.org/License>

### Notes

Planning Commission: 8/10/16 4:00 pm;  
City Council: 9/12/16 7:00 pm