

AGENDA
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, AUGUST 23, 2017 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 August 9, 2017 regular meeting of the Bloomington Planning Commission.

5. REGULAR AGENDA:

Z-24-17 Public hearing, review, and action on a petition submitted by Freedom Services, Inc. requesting the rezoning of 1315 W. Market St from R-1C, Single Family Residential District to B-2, General Business Service District.

Expected City Council Date: September 25, 2017

The petitioner has requested that this item be laid over until the September 27, 2017 meeting.

Z-25-17 Public hearing, review, and action on petitions submitted by Freedom Services, Inc. requesting the rezoning of 505 N. Hinshaw Ave from R-1C, Single Family Residential District to B-2, General Business Service District.

Expected City Council Date: September 25, 2017

The petitioner has requested that this item be laid over until the September 27, 2017 meeting.

6. OLD BUSINESS

City of Bloomington Zoning Ordinance Update:

Section 44.6 Manufacturing District
Section 44.8 Overlay Districts
Section 44.9 General Standards

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

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, AUGUST 9, 2017 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. J. Balmer, Mr. David Stanczak, Mr. Ryan Scritchlow, Mr. John Protzman, Ms. Megan Headean, Mr. Eric Penn, Ms. Nicole Chlebek, Chairman Justin Boyd

MEMBERS ABSENT: Mr. James Pearson, Mr. Kevin Suess

OTHERS PRESENT: Mr. Tom Dabareiner, Director of Community Development; Mr. George Boyle, City Attorney; Ms. Katie Simpson, City Planner; Mr. Kevin Kothe, City Engineer; Mr. Phillip Allen, Traffic Engineer

CALL TO ORDER: Chairman Boyd called the meeting to order at 4:00 PM

ROLL CALL: Mr. Dabareiner called the roll. With seven members in attendance, a quorum was present. Ms. Chlebek arrived at 4:02 after roll was called.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the July 28, 2017 minutes. Mr. Scritchlow corrected a spelling error the first page of the minutes. Mr. Balmer moved to approve the minutes as corrected; Mr. Scritchlow seconded the motion. Motion was passed unanimously by a voice vote.

REGULAR AGENDA:

Z-23-17 Public hearing, review, and action on petitions submitted by Armstrong Properties, LLC requesting the rezoning of 508 W. Oakland Ave from S-2, Public Lands and Institution to R-1C, Single Family Residential District.

Chairman Boyd introduced the case. Ms. Simpson provided the staff report and staff's positive recommendation. Ms. Simpson explained this property is adjacent to 510 W. She shared an aerial photo, zoning map and pictures of the surrounding properties. Ms. Simpson provided background on the property and zoning and stated the use as a single family home is legal nonconforming under the present zoning classification. She explained that this status can create barriers for financing the property. Ms. Simpson noted amending the zoning would bring the subject property into conformance with the code.

Mr. John Armstrong, the petitioner, was sworn in. He stated that he agreed with the staff report and explained that he has owned the property for many years and is seeking rezoning to reduce future financial barriers.

No additional comments in favor of the petition were presented. No one spoke against the petition.

Chairman Boyd closed the public hearing. Mr. Balmer motioned to approve the rezoning as presented; seconded by Ms. Headean. Motion was approved 8-0 with the following votes: Mr. Balmer—yes; Ms. Headean—yes; Mr. Stanczak—yes; Mr. Scritchlow—yes; Mr. Protzman—yes; Mr. Penn—yes; Ms. Chlebek—yes; Chairman Boyd —yes.

OLD BUSINESS:

City of Bloomington Zoning Ordinance Update. Mr. Dabareiner explained the consultant is attending the August 23 meeting and are expected to discuss Manufacturing Districts, Business Districts and Overlay Districts.

NEW BUSINSS

None.

ADJOURNMENT: Mr. Scritchlow moved to adjourn; seconded by Mr. Balmer, which passed unanimously by voice vote. The meeting was adjourned at 4:09 PM.

Respectfully,

Katie Simpson
City Planner

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
AUGUST 23, 2017**

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
Z-24-17 Z-25-17	1315 W. Market St. 505 N. Hinshaw Ave	Rezone	Katie Simpson, City Planner
PETITIONER'S REQUEST:	Rezone the above referenced properties from R-1C to B-2 General Business Service District		
<i>Staff finds that the petitions do not meet the Zoning Ordinance's map amendment guidelines for the B-2, General Business Service District (44.6-21).</i>			

STAFF RECOMMENDATION: Denial

Staff recommends the Planning Commission pass the following motion recommending:

A. That City Council **deny** the rezoning of 1315 W. Market St and 505 N. Hinshaw Ave from R-1C Single Family Residential District to B-2 General Business Service District.



- Agenda Items:
- A. Z-24-17 1315 W. Market St. Rezone to B-2
 - B. Z-25-17 505 N Hinshaw Ave. Rezone to B-2

NOTICE

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on August 8, 2017.

GENERAL INFORMATION

Owner and Applicant: Freedom Services, Inc

PROPERTY INFORMATION



1315 W Market St (pictured left)
 OTTO'S ADDITION E54' LOT 11
 PIN: 21-05-23-017

Existing Zoning: R-1C, Single family residential
 Existing Land Use: Single family home
 Property size: 0.14 acres or 54' X 119' (6,426 sqft)

505 N Hinshaw Ave (pictured on right)
 OTTO'S ADDITION LOTS 8 & 9 (EXCEPT S 44' LOT 9)
 PIN: 21-05-253-035



Existing Zoning: R-1C, Single family residential
 Existing Land Use: Single family home
 Property size: 0.228 acres or 63' X 120' (7,560 sqft)

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single family residential
 South: B-2, General business district
 South: R-1C, Single family residential
 East: R-1C, Single family residential
 West: B-2, General business district
 West: R-1C, Single family residential
 Southwest: S-2, Public Lands and Institutions

Land Uses

North: Single family homes
 South: Electrical services/supply
 South: Single family homes
 East: Single family homes
 West: Retail, bakery, lending services
 West: Single family homes
 Southwest: Multifamily housing

Analysis

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

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map

- A. Z-24-17 1315 W. Market St. Rezone to B-2
- B. Z-25-17 505 N Hinshaw Ave. Rezone to B-2

4. Site visit

PROJECT DESCRIPTION

Background: The subject properties are located on the northeast corner of Market St. and Hinshaw Ave and zoned R-1C single family residential. The block is bordered by Mulberry St on the north side and N. Western Ave on the east side. Both sites are improved with single family homes and accessory garages. The surrounding area is primarily residential although the three of the four corners of the intersection of Market St. and Hinshaw Ave are zoned for business. The southwest corner is zoned S-2, public lands and developed with multifamily residential. B-2, M-1 and M-2 districts exist two blocks east of Hinshaw Ave on Market Street between Howard St. and N. Western Ave near the railroad line. This area is one of Bloomington’s older neighborhoods. The lot sizes are smaller than other areas of towns. Many of the lots are 50ft wide and many of the homes have side yard setbacks less than six feet. The neighborhood is dense with single family homes. Access for 1315 W. Market is on Market St. Access for 505 N. Hinshaw is on W. Mulberry St. Market St. and Hinshaw Ave. are state routes with a signalized intersection.

Project Description:

The intent of the B-2, General Business Service District, is to provide for certain types of commercial activities that have a functional relationship to the major street system and, in some instances, an economic relationship to the B-3 Central Business District, or to commercial and regional shopping areas. Such activities include wholesale suppliers, retail businesses and service establishments. The zoning ordinance contemplates this district at the corners of major intersections, on the fringes of residential districts. Considerations for B-2 map amendments highlight the importance of avoiding undue traffic congestion, promoting safe traffic flow, and protecting surrounding properties from adverse impacts. The B-2 district allows for uses ranging from a gas station, liquor store, restaurants, car sales lots and repair shops, billiard halls, wholesale establishments and taverns. While the city is considering amending the B-2 district to become a “Neighborhood/Local Shopping District” this change has not occurred and is hypothetical at the moment.

The petitioner, Freedom Services LLC, owns the corner property at 1319 W. Market St. 1319 W. Market St. is zoned B-2 and is used as a mobile phone retail store. The petitioner seeks to acquire the subject properties to allow for the expansion of a retail center/strip mall. If the subject properties are rezoned to B-2 and combined with 1319 W. Market St, the site would be approximately a half acre in size. Staff understands that the existing buildings would be demolished with a new retail/strip mall center constructed in its place. This venture appears to be speculative because staff has not received or reviewed a site plan and is unaware of the proposed tenants or uses for this area. Furthermore, it is unclear if the market in this neighborhood could support the projected tenants.

The existing ingress/egress for 1319 W. Market is located extremely close to the intersection. Depending on the number/types of uses proposed at this location it may be necessary to reconfigure ingress/egress and site traffic flow as well as redesign the intersection. Staff has

- A. Z-24-17 1315 W. Market St. Rezone to B-2
- B. Z-25-17 505 N Hinshaw Ave. Rezone to B-2

requested a traffic impact analysis for the subject properties and is awaiting the results from the petitioner.

Additionally, staff is concerned the about the impacts the permitted uses in the B-2 district could have on the water system and other utilities. A six inch water main exists on Mulberry St. and a four inch water main runs on Market St. A retail center/strip mall may require a fire suppression system and could increase demand on the water system. Staff requested a flow test for the fire protection systems and is awaiting the results from the petitioner. Also, depending on the projected use, it may be necessary to treat waste before discharging into the city sanitary sewer. The site is serviced by a twelve inch combination storm/sanitary sewer. The Engineering Department will need to review the project and the Bloomington Normal Water Reclamation District may require on-site treatment of waste.

The new construction will trigger the need to provide detention for this site and manage water run-off. Increased water runoff should not flow onto neighboring properties. The Department of Engineering will also need to review a site plan to ensure storm water is property managed.

The B-2 district allows for 50% lot coverage or a 1:2 Floor Area Ratio. A half-acre site could conceivably have a 10,890 square foot retail building. A building this size with a retail use would require a minimum 44 parking spaces. A change to B-2 would have an increase in the amount of foot traffic and motor traffic for the neighborhood. Other potential negative impacts, such as increased noise, decreased air quality or glare from lighting, are unknown at this time, but, given the intensity of uses permitted in the B-2 district, it is expected these impacts will occur. The subject properties also have a number of older trees that provide shade, assist to mitigate noise and environmental impacts, and add to the aesthetics of the neighborhood. If the proposed development occurs these trees will most likely be removed. They should be replaced and additional landscaping should be added to improve the site.

Combining the subject properties with 1319 W. Market St. would result in a site with frontage on three sides and consequentially, three required front yards. The transitional yard requirements in Section 44.4-5 of the zoning ordinance state the front yard setback should be equal to the setbacks of the residential districts, 25 ft. The subject property would also have a five foot side yard setback with a ten foot buffer on the east side of the property. If rezoned, a six foot fence would be required between the residential and business district.

Link to Comprehensive Plan:

Figure 11-3 identifies this area s low density residential. The subject property is located in the Regeneration Neighborhood Area. Future commercial in the Regeneration Area should be mixed-use and enhance the character of the neighborhood (N-1.2e). Development on Market Street should enhance key corridors (N-1.2g) and protect the character of the neighborhood (N-1.2f).

FINDINGS OF FACT

The Zoning Ordinance provides “*Zoning Map Amendment Guidelines*” and states, “*In making its legislative determination to zone or rezone property to a B-2 General Business Service District*

zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration(44.6-21):

1. *The relationship of the subject property to the City's transportation systems and the impact the permitted uses would have upon these systems. Traffic congestion and safety are of primary concern although B-2 zoning near areas of high pedestrian activity further complicates these problems; the surrounding area is residential. The zoning change to business will increase the level of traffic for this intersection. Staff requested a traffic impact analysis, but has not reviewed the results of the analysis nor reviewed a site plan with on-site traffic patterns. Additionally, staff lacks information about the intended uses, types of tenants and site design. Without this information staff cannot analyze impacts on the traffic system and surrounding areas. The standard is not met.*
2. *The potential impact the uses authorized in the district would have upon any existing or permitted uses in the surrounding area including the introduction of through truck and automobile traffic into a residential neighborhood; increased foot, vehicular and truck traffic is expected. Staff has not received nor reviewed the results from a traffic impact analysis for this development. The impacts are unknown. The standard is not met.*
3. *The extent to which the permitted use contributes to an undesirable pattern of strip commercial development including the resultant numerous curb cuts and piecemeal development on small, residential sized lots; a site plan is required to analyze on-site traffic flow and circulation, landscaping, ingress/egress. The impacts are unknown. The standard is not met.*
4. *The extent to which surrounding zoning and land usage provides a transition from the more intense business use to lower intensity uses and districts; the subject properties abut residential. A transitional buffer would be required if these sites are rezoned. Staff lacks information regarding the future uses of this site. The B-2 district allows for a variety of uses, some which could have a negative impact on the residential properties. The transitional buffer may not be adequate to protect neighboring properties if these more impactful uses are proposed. The impacts are unknown. The standard is not met.*
5. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which lawfully occur on the property so zoned; water may not be adequate for fire protection systems. Staff requested a flow test and has not received nor analyzed the results. Depending on the use, onsite treatment of waste water and discharge might be necessary. The impacts are unknown. The standard is not met.*
6. *The impact the permitted uses would have upon the environment including noise, air, and water pollution; storm water management would be required for this site. Staff understands this area may be developed as retail but does not know the projected tenants. The development will most likely result in increased traffic, noise and impervious area*

- Agenda Items:
- A. Z-24-17 1315 W. Market St. Rezone to B-2
 - B. Z-25-17 505 N Hinshaw Ave. Rezone to B-2

which can impact the environment and quality of life for residents. The impacts are unknown. The standard is not met.

7. *The impact any natural disasters, including flooding, would have upon the permitted uses;* the development of the subject sites for retail or other uses in the B-2 district will result in an increase in the amount of impervious surface. Water runoff will need to be controlled. The Engineering Department has not reviewed a site plan nor analyzed the capacity of the storm sewer system. The impacts are unknown. The standard is not met.
8. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137).* The Comprehensive Plan identifies the area as residential. Additionally, according to the Comprehensive Plan, it is preferred that future commercial developments are mixed-use developments incorporating retail and residential. Staff has not reviewed a site plan and does not know if the intended development will comply with the vision of the Comprehensive Plan. The impacts are unknown. The standard is not met.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass the following motion recommending:

- That City Council deny the rezoning of 1315 W. Market St and 505 N. Hinshaw Ave from R-1C Single Family Residential District to B-2 General Business Service District.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

- Draft Ordinance
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the B-2 District
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

ORDINANCE NO. _____

AN ORDINANCE DENYING THE ZONING MAP AMMENDMENT FOR 1315 W MARKET STREET AND 505 N HINSHAW AVE FROM R-1C SINGLE FAMILY RESIDENTIAL DISTRICT TO B-2 GENERAL BUSINESS SERVICE DISTRICT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition rezoning certain premises described in Exhibit(s) A, which is attached hereto and made part hereof by this reference; and

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

WHEREAS, following said public hearing, the Planning Commission recommended denial of rezoning; and

WHEREFORE, the City Council of said City is authorized to adopt this Ordinance and deny the petition to rezone said Premises;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois that the petition to rezone the premises hereinafter described in Exhibit(s) A shall be and the same is hereby denied.

PASSED this _____ day of _____, 20____.

APPROVED this _____ day of _____, 20____.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

APPROVED AS TO FORM:

Jeff Jurgens, Corporation Counsel

Exhibit A
Legal Description

1315 W Market St.
OTTO'S ADDITION E54' LOT 11
PIN: 21-05-23-017

505 N Hinshaw Ave
OTTO'S ADDITION LOST 8 & 9 (EXCEPT S44' LOT 9)
PIN: 21-05-253-035

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 Vick Mehta, as President of Freedom Services, Inc., 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 (See Residential Sales Contract Attached), 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 R-1C 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 B-2 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 September 1, 2017.

Respectfully submitted,

By: John W. L.

Exhibit A

Otto's Addition Lots 8 & 9 except S44' Lot 9. PIN 21-05-253-035

Bloomington-Normal Association of Realtors® Multiple Listing Service

RESIDENTIAL SALES CONTRACT
(PLEASE PRINT LEGIBLY OR TYPE)

Glenn Porzellus
Seller
Seller
Seller's Address
City/State/Zip
Seller's Attorney
Seller's Attorney Address
Seller's Attorney Phone / Email
Coldwell Banker TREG
Listing Office
Mark Haeffele License # 475.135462
Broker/Agent
309-275-3039 mhaeffele@coldwellHomes.com License #
Designated Agent Phone / Email
Current Mortgage / Folder / Loan Number
HOA Contact (if applicable)
MLS Listing No. 2152208

Freedom Services Inc.
Buyer
Buyer
2777 Finley Rd. #13
Buyer's Address
Downers Grove, IL 60515
City/State/Zip
Beau Wagner
Buyer's Attorney
2777 Finley Rd Suite 26 Downers Grove, IL 60515
Buyer's Attorney Address
773-597-8881 beau@beauwagnerlaw.com
Buyer's Attorney Phone / Email
Realty Clear Inc. License # 478012484
Selling Office
Vick Menta License # 471016782
Designated Agent
630-777-0205 vick@realtyclear.com License #
Designated Agent Phone / Email

THIS IS A LEGALLY BINDING DOCUMENT WHEN SIGNED BY ALL PARTIES. IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY REGARDING THIS TRANSACTION. (See Paragraph 19 - "Attorney Review")

This Residential Sales Contract is intended for the purchase of 1-4 Unit previously occupied residential dwellings, including Condominiums and Zero-Lot Line units. This Residential Sales Contract is NOT intended for use with new construction.

- OFFER AND ACCEPTANCE:** The terms contained herein constitute an offer which shall expire, and any earnest money shall be returned, unless it is accepted on or before 7-20-17 at 8 a.m. / (p.m.)
- THIS AGREEMENT** is entered into between Glenn Porzellus hereinafter referred to as Seller, and Freedom Services Inc. hereinafter referred to as Buyer; WITNESSETH:
- LEGAL DESCRIPTION, PRICE AND PAYMENT:** Seller sells the following described real estate, to-wit:

PIN 21-05-253-035
(Note: The legal description may be changed upon provision of a legal description by the title insurance company)

with improvements, commonly known as 505 N. Hinshaw Ave. Bloomington, Illinois 61701, to Buyer, who agrees to pay the total sum of \$ 42,500 ("Purchase Price") therefore in the manner following: Buyer has paid \$ 1,000 and on or before 7/10/17 (date) will pay an additional sum of \$ _____ as earnest money; (check one)

- A. To be deposited into escrow account of Coldwell Banker Escrow until closing;
B. To be delivered to Seller, receipt of which is hereby acknowledged;

and the remainder as required by the closing agent on or before Sept 8, 20 17, and on receipt of deed.

1 (BNAR- Revised 1/2016) Seller Initials: [Signature] / Buyer Initials: u m

4. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller will furnish Buyer with 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 an Owner's Title Policy 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. An Owner's Title Policy, in amount of the purchase price for said premises, will be paid for by the Seller and issued to Buyer after delivery of deed.
5. **DEED AND POSSESSION:** Seller will cause fee simple title to 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 shall deliver possession to Buyer upon payment being made as herein provided, on or before September 8, 20 17. 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.
6. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
7. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated through the date before closing, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the Parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the Party receiving the tax bill with notice to the other Party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the Party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.
8. **ENCUMBRANCES:**
- A. Mortgages, if any, shall be satisfied out of the 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, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
9. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items, which are in place at the time of the offer, which pass for no additional consideration:

10. **FINANCING:** This Contract is subject to Buyer obtaining:
- Conventional / VA / FHA / IHDA / UDAG / USDARD / Other CASH and ARM /
- Fixed Interest Rate financing in an amount equal to _____ % of the Purchase Price amortized over _____ years:
- at an interest rate not to exceed _____ % and points charged not to exceed \$ _____; or
- at the prevailing loan interest rate and terms.
- Seller agrees to pay up to \$ 0 in discount points, if charged by lender.
- Seller agrees to pay \$ 0 of Buyer's closing costs, Discount Points, and/or prepaid items.

Buyer agrees to make a good faith effort to apply for said financing on or before _____, 20____. In the event Buyer is unable to obtain this financing and Buyer so notifies Seller in writing on or before _____, 20____, this Contract shall become null and void, and any down payment paid or escrowed shall be refunded to Buyer. IF SELLER IS NOT SO NOTIFIED, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS SECURED SUCH COMMITMENT OR WILL PURCHASE SAID PROPERTY WITHOUT RELIANCE UPON ANY MORTGAGE FINANCING CONTINGENCY.

CASH

11. **APPRAISAL:** This Contract is subject to Buyer obtaining, at Buyer's expense, an appraisal of the premises reflecting a value of not less than the Contract purchase price set forth in Paragraph 1 above. Buyer agrees to make a good faith effort to obtain such an appraisal. If the subject property does not appraise for at least the Contract purchase price and Buyer notifies Seller in writing and provides Seller with a copy of the appraisal on or before Aug 8, 2017, this Contract shall become null and void and any down payment paid or escrowed shall be refunded to Buyer; or Buyer and Seller may renegotiate the Contract. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such appraisal or will purchase said property without reliance upon any appraisal contingency.
12. **WOOD DESTROYING INSECT PROVISION:** At Buyer's expense, Buyer shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. Buyer shall submit a copy of the inspection report to Seller not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then Seller shall bear the cost of extermination. Any other treatment shall be at Buyer's expense. In the event the inspection reveals active infestation or previous infestation, then Buyer shall have the right to have the premises inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of determining whether or not there is any defect in any structural member. In the event it is determined that a structural defect exists, Buyer shall cause a copy of the written report of the inspection for structural defect to be delivered to Seller not less than seven (7) days prior to closing. Seller shall then have the option of correcting such structural defect, or rescinding the Contract and returning the down payment to Buyer. Should Seller elect to rescind, Seller must give notice of such election to Buyer not less than five (5) days prior to closing. Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission. Structural components shall not be considered defective if they are structurally sound.
13. **EQUIPMENT & OTHER INSPECTIONS:**
- A. Unless otherwise stated in this Contract, all fixtures, systems, mechanical equipment and appliances being a part of the contemplated transfer of real estate and its improvements shall be in "operating condition" on the day of closing or delivery of possession to Buyer, whichever first occurs. A fixture, system, item of mechanical equipment or appliance shall be deemed to be in "operating condition" if it performs the function for which it was intended, regardless of age, and does not constitute a threat to health or safety when used as intended.
- B. At Buyer's expense, Buyer shall have the right to obtain inspection(s) of the premises by independent inspection service provider(s) trained or certified/licensed, if such certification or licensing is available, and/or qualified to determine the condition of the premises. A qualified inspector is a person who by reason of appropriate experience and training in a particular trade or industry is considered competent to conduct such an inspection and render an opinion. If inspection discloses any TOXIC MOLD, TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF, STRUCTURAL COMPONENTS, WELL or SEPTIC SYSTEMS, or an unacceptable RADON level, Buyer may request repairs or remediation. To request repairs or remediation, Buyer must submit to Seller, in writing, both a separate, itemized list of Buyer's specific requests and a copy of the inspection report(s) on or before Jul 29, 2017. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection.
- C. Minor repairs and routine maintenance items do not constitute defects under this Contract. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this Contract. A condition does not constitute a defect or an unsafe condition solely through a building code requirement made effective subsequent to installation or construction. Minor repairs and routine maintenance items shall not constitute defects eligible for Buyer requests to the Seller under this contingency and shall not be deemed a part of this contingency. "Minor repairs" shall include, but not by way of limitation: minor warping of wood products; cracks in tile grouting; minor cracking of and nail pops in drywall; and minor cracks in concrete. "Routine maintenance" shall include, but not by way of limitation: small-scale activities (typically requiring only minimal skills or training) associated with regular (daily, weekly, monthly, yearly, etc.) upkeep of equipment, systems, appliances, and buildings to minimize the effects of normal wear and tear, and, by way of example, include filter changes, painting, caulking, sealing, door hardware replacement and routine touch painting.

D. The following are conditions precedent to Buyer's right to request remediation:

- 1) In the aggregate the cost of repair or replacement must equal \$500.00 or more, exclusive of the cost of radon mitigation.
- 2) The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.
- 3) The defects must not have been disclosed to Buyer in writing prior to the date the offer was made to purchase.
- 4) The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.
- 5) The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.
- 6) The structural components shall not be considered defective if they are structurally sound.
- 7) The radon level is measured at four (4) picocuries per liter of air or higher.

E. If defects are reported, then Seller shall elect one of the following options, and shall give written notice to Buyer or to Buyer's attorney within seven (7) days of receiving Buyer's remediation requests and reports:

- 1) Treat the condition and repair the defect at Seller's own cost and expense;
- 2) Give Buyer a credit for the cost of repair at settlement; or
- 3) Rescind the Contract and refund Buyer's earnest money.

If Seller does not give timely written notice of Seller's election, this Contract shall be deemed to be rescinded effective at the beginning of the eighth day after Seller shall have received Buyer's remediation request(s) and report(s), and Buyer's earnest money/down payment shall promptly be refunded, unless Buyer elects to purchase the property in accordance with subparagraph G.

F. At Buyer's expense, Buyer shall have the right to obtain a post-mitigation radon inspection by a licensed radon inspector.

G. Should Seller elect or be deemed to have rescinded the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition, with whatever defects exist. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission, or absent timely response from the Seller, then within four (4) days after the end of the seven (7) day period specified in subparagraph E.

H. Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear excepted).

I. Home Protection Plan: Seller shall provide Buyer a credit at closing for the cost of a one-year home protection plan, to be issued by _____ with the following optional coverage: _____.
The home protection plan cost shall not exceed \$_____.

14. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: Check one of the following:

- 1) The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.
- 2) The improvements on the real estate subject to this Contract were built before 1978, but Buyer has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (See Disclosure Statement attached hereto and made a part hereof by this reference.)
- 3) This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Buyer's expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless Buyer delivers to Seller a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If Seller will correct the condition(s), Seller shall furnish Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If Seller does not elect to make the repairs or remediation, or if Seller makes a counter-offer, Buyer shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and Seller

shall return the down payment to Buyer. Buyer may remove this contingency at any time without cause. (See Disclosure Statement attached hereto and made a part hereof by this reference.)

Unless Paragraph (i) above is checked, indicating subject premises were built after 1977, Buyer acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by Seller concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

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

- A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;
- B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 9, and all of said property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 8 herein; and
- C. Additional Warranties: _____

16. **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 number 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 the Smoke Detector Act (425 ILCS 60/1, et seq.), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, et seq.).
- E. Time is of the essence of this Contract.
- F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
- G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
- H. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).
- I. **ELECTRONIC SIGNATURES:** The Parties expressly agree that any certified electronic signatures on this Contract and pursuant to this transaction are as legal and enforceable as original paper signatures.
- J. **OTHER:** Buyer is Illinois Licensed Real Estate Managing Broker See attached addendum

17. **ESCROWEE:** The Parties agree that Coldwell Banker TRG is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:

- A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all Parties, or an order entered by a court of competent jurisdiction.
- B. Additional conditions: _____

18. **NOTICES, ETC.:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the Party's attorney, or to the Party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the Party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the Party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the Party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.
19. **ATTORNEY REVIEW:** Within five (5) business days after the Date of Acceptance, the attorneys for the respective Parties, by written Notice, may:
- A. Approve this Contract;
 - B. Disapprove this Contract, which said disapproval shall not be based solely upon the Purchase Price or agreed dates; or
 - C. Propose modifications except for the Purchase Price. If within ten (10) business days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or
 - D. Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void, and this Contract shall remain in full force and effect.

IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED HEREIN, THE PROVISIONS OF THIS PARAGRAPH SHALL BE DEEMED WAIVED BY THE PARTIES, AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

The Parties acknowledge receiving, reviewing, and understanding their rights in relation to Attorney Review:


Seller Initials:
 Buyer Initials:


20. **SETTLEMENT:** Closing shall be held at a location agreed to by the Parties in the County in which the property is located, unless the Parties agree otherwise.
21. **SELLER'S DISCLOSURE:** The Parties acknowledge that this Contract is subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 771, et seq.) and the Illinois Radon Awareness Act (420 ILCS 46/1, et seq.). Buyer acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon Hazards, and the IEMA pamphlet entitled "Radon Testing Guidelines for Real Estate Transactions" prior to the time this Contract was signed and agrees that said disclosures are incorporated herein by reference.
22. **ATTORNEY FEES AND EXPENSES:** Should Seller or Buyer bring any action against the other with respect to this Contract, the Party that does not prevail upon the action, as determined by the court, shall be liable to the other Party for any reasonable attorney fees, costs, and expenses (including expenses of litigation) incurred by such other Party and as determined by the court. This provision shall survive closing and delivery of deeds.
23. **DEFAULT:** In the event either Party should breach this Contract, the other Party may pursue any and all remedies provided.
24. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the Parties. No covenants, agreements, representations or warranties of any kind have been made by any Party or agent of a Party to this Contract, except as specifically set forth herein. The Parties expressly acknowledge that, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both Parties, in the absence of which the terms of this Contract shall govern.
25. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar Association effective November 5, 2015, with the exception of language contained in the following paragraphs: 1, 10, 19, 27.
26. **MORTGAGE INFORMATION AUTHORIZATION:** Seller authorizes Seller's Attorney, and the employees or agents thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this Contract.
27. **CONFIRMATION OF CONSENT TO DUAL AGENCY (if applicable):** The undersigned confirm that they have previously consented to _____ ("Licensee"), acting as a Disclosed Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Disclosed Dual Agent in regard to the transaction referred to in this Contract.

Seller: Yes No N/A
Buyer: Yes No N/A

THIS IS A LEGALLY BINDING DOCUMENT WHEN SIGNED BY ALL PARTIES. IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY REGARDING THIS TRANSACTION. THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED ("DATE OF ACCEPTANCE").

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands and seals to several counterparts of this Contract, of equal effect.

 _____ Seller	_____ Seller
Date Signed: <u>7-10-17</u>	Date Signed: _____

 _____ Buyer	_____ Buyer
Date Signed: <u>7-6-17</u>	Date Signed: _____

The above-named designated Escrowee hereby accepts the escrow on the terms and conditions heretofore set forth.

Agent for Escrowee

Seller Initials: SP / Buyer Initials: U-M

ADDENDUM TO PARAGRAPH "16J" OF THE REAL ESTATE CONTRACT

Glenn Porzelius

The undersigned parties to a Real Estate Contract by and between _____ to Freedom Services, Inc. for the purchase and sale of that certain property commonly known as 505 N. Hinshaw Avenue, Bloomington, IL (the "Contract"), hereby mutually agree to amend said Real Estate Contract as follows:

Paragraph 16(j) is hereby amended to add the following:

"The Contract shall be contingent on the Property having the zoning changed from residential to commercial by the City of Bloomington. The Buyer will use its best efforts to secure the zoning change at the cost of the Buyer. In the event that the Property zoning is not changed from residential to commercial within sixty (60) business days from the date of Acceptance, the Contract may be terminated by either party and the Buyer shall be entitled to receive the entirety of its earnest money back from the Seller."

All other terms and conditions of the Real Estate Contract to remain the same.

BUYER:

Vishu Mehra

DATE: 7-6-17

DATE: _____

SELLER:

[Signature]

DATE: 7-10-17

DATE: _____

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 Vick Mehta, as President of Freedom Services, Inc., 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 (See Residential Sales Contract Attached), 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 R-1C 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 B-2 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 September 1, 2017.

Respectfully submitted,

By: John A. H. H.

Exhibit A

Otto Addition E54' 11. PIN: 21-05-253-017

Bloomington-Normal Association of Realtors® Multiple Listing Service

RESIDENTIAL SALES CONTRACT
(PLEASE PRINT LEGIBLY OR TYPE)

Heirs of Marilyn Pool
Seller

Freedom Services Inc.
Buyer

Seller
20216 E. 1400 North Rd.

Buyer
2777 Finley Rd. #13

Seller's Address
Bloomington, IL 61705

Buyer's Address
Downers Grove, IL 60515

City/State/Zip
Mike Grosso

City/State/Zip
Beau Wagner

Seller's Attorney
1400 S. Morris Ave.

Buyer's Attorney
2777 Finley Rd Suite 26 Downers Grove, IL 60515

Seller's Attorney Address
309.828.0083

Buyer's Attorney Address
773-597-8681 beau@beauwagnerlaw.com

Seller's Attorney Phone / Email
Denbesten Real Estate

Buyer's Attorney Phone / Email
Realty Clear Inc. 478012484

Listing Office
Catherine C. Denbesten 471.002531 License #

Selling Office
Vick Mehta 471016782 License #

Designated Agent
309.663.5252 Cathy@DenbestenRealEstate.com License #

Designated Agent
630-777-0205 vick@realtyclear.com License #

Designated Agent Phone / Email

Designated Agent Phone / Email

Current Mortgage Holder / Loan Number

THIS IS A LEGALLY BINDING DOCUMENT WHEN SIGNED BY ALL PARTIES. IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY REGARDING THIS TRANSACTION. (See Paragraph 19 - "Attorney Review")

HOA Contact (if applicable)

MLS Listing No. 2164269

This Residential Sales Contract is intended for the purchase of 1-4 Unit previously occupied residential dwellings, including Condominiums and Zero-Lot Line units. This Residential Sales Contract is NOT intended for use with new construction.

- OFFER AND ACCEPTANCE:** The terms contained herein constitute an offer which shall expire, and any earnest money shall be returned, unless it is accepted on or before _____ at _____ a.m. / p.m.
- THIS AGREEMENT** is entered into between the heirs of Marilyn Pool, hereinafter referred to as Seller, and Freedom Services Inc., hereinafter referred to as Buyer; **WITNESSETH:**
- LEGAL DESCRIPTION, PRICE AND PAYMENT:** Seller sells the following described real estate, to-wit:

PIN 21-05-253-017
 (Note: The legal description may be changed upon provision of a legal description by the title insurance company.)

with improvements, commonly known as 1315 W. Market St. Bloomington, Illinois 61701, to Buyer, who agrees to pay the total sum of \$ 43,000 ("Purchase Price") therefore in the manner following: Buyer has paid \$ 2000.00 and on or before _____ (date) will pay an additional sum of \$ _____ as earnest money: (check one)

- A. To be deposited into escrow account of Denbesten Real Estate until closing;
- B. To be delivered to Seller, receipt of which is hereby acknowledged;

and the remainder as required by the closing agent on or before September 8, 2017, and on receipt of deed.

- 4. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller will furnish Buyer with 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 an Owner's Title Policy 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. An Owner's Title Policy, in amount of the purchase price for said premises, will be paid for by the Seller and issued to Buyer after delivery of deed.
- 5. **DEED AND POSSESSION:** Seller will cause fee simple title to 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 shall deliver possession to Buyer upon payment being made as herein provided, on or before September 8, 20 17. 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.
- 6. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
- 7. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated **through the date before closing**, and by allowance of Seller's share thereof being a credit against the purchase price at closing, **based upon the latest known assessed valuation and latest known tax rate**. Further, the Parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the Party receiving the tax bill with notice to the other Party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the Party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.
- 8. **ENCUMBRANCES:**
 - A. Mortgages, if any, shall be satisfied out of the 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, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
- 9. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items, which are in place at the time of the offer, which pass for no additional consideration:

None

- 10. **FINANCING:** This Contract is subject to Buyer obtaining:
 - Conventional / VA / FHA / IHDA / UDAG / USDARD / Other CASH and ARM / Fixed Interest Rate financing in an amount equal to _____ % of the Purchase Price amortized over _____ years:
 - at an interest rate not to exceed _____ % and points charged not to exceed \$ _____; or
 - at the prevailing loan interest rate and terms.

Seller agrees to pay up to \$ 0 in discount points, if charged by lender.

Seller agrees to pay \$ 0 of Buyer's closing costs, Discount Points, and/or prepaid items.

Buyer agrees to make a good faith effort to apply for said financing on or before N/A, 20____. In the event Buyer is unable to obtain this financing and Buyer so notifies Seller in writing on or before N/A, 20____, this Contract shall become null and void, and any down payment paid or escrowed shall be refunded to Buyer. IF SELLER IS NOT SO NOTIFIED, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS SECURED SUCH COMMITMENT OR WILL PURCHASE SAID PROPERTY WITHOUT RELIANCE UPON ANY MORTGAGE FINANCING CONTINGENCY.

11. **APPRAISAL:** This Contract is subject to Buyer obtaining, at Buyer's expense, an appraisal of the premises reflecting a value of not less than the Contract purchase price set forth in Paragraph 1 above. Buyer agrees to make a good faith effort to obtain such an appraisal. If the subject property does not appraise for at least the Contract purchase price and Buyer notifies Seller in writing and provides Seller with a copy of the appraisal on or before N/A, 20____, this Contract shall become null and void and any down payment paid or escrowed shall be refunded to Buyer; or Buyer and Seller may renegotiate the Contract. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such appraisal or will purchase said property without reliance upon any appraisal contingency.

12. **WOOD DESTROYING INSECT PROVISION:** At Buyer's expense, Buyer shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. Buyer shall submit a copy of the inspection report to Seller not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then Seller shall bear the cost of extermination. Any other treatment shall be at Buyer's expense. In the event the inspection reveals active infestation or previous infestation, then Buyer shall have the right to have the premises inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of determining whether or not there is any defect in any structural member. In the event it is determined that a structural defect exists, Buyer shall cause a copy of the written report of the inspection for structural defect to be delivered to Seller not less than seven (7) days prior to closing. Seller shall then have the option of correcting such structural defect, or rescinding the Contract and returning the down payment to Buyer. Should Seller elect to rescind, Seller must give notice of such election to Buyer not less than five (5) days prior to closing. Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission. Structural components shall not be considered defective if they are structurally sound.

13. **EQUIPMENT & OTHER INSPECTIONS:**

A. Unless otherwise stated in this Contract, all fixtures, systems, mechanical equipment and appliances being a part of the contemplated transfer of real estate and its improvements shall be in "operating condition" on the day of closing or delivery of possession to Buyer, whichever first occurs. A fixture, system, item of mechanical equipment or appliance shall be deemed to be in "operating condition" if it performs the function for which it was intended, regardless of age, and does not constitute a threat to health or safety when used as intended.

B. At Buyer's expense, Buyer shall have the right to obtain inspection(s) of the premises by independent inspection service provider(s) trained or certified/licensed, if such certification or licensing is available, and/or qualified to determine the condition of the premises. A qualified inspector is a person who by reason of appropriate experience and training in a particular trade or industry is considered competent to conduct such an inspection and render an opinion. If inspection discloses any TOXIC MOLD, TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF, STRUCTURAL COMPONENTS, WELL or SEPTIC SYSTEMS, or an unacceptable RADON level, Buyer may request repairs or remediation. To request repairs or remediation, Buyer must submit to Seller, in writing, both a separate, itemized list of Buyer's specific requests and a copy of the inspection report(s) on or before N/A, 20____. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection.

C. Minor repairs and routine maintenance items do not constitute defects under this Contract. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this Contract. A condition does not constitute a defect or an unsafe condition solely through a building code requirement made effective subsequent to installation or construction. Minor repairs and routine maintenance items shall not constitute defects eligible for Buyer requests to the Seller under this contingency and shall not be deemed a part of this contingency. "Minor repairs" shall include, but not by way of limitation: minor warping of wood products; cracks in tile grouting; minor cracking of and nail pops in drywall; and minor cracks in concrete. "Routine maintenance" shall include, but not by way of limitation: small-scale activities (typically requiring only minimal skills or training) associated with regular (daily, weekly, monthly, yearly, etc.) upkeep of equipment, systems, appliances, and buildings to minimize the effects of normal wear and tear, and, by way of example, include filter changes, painting, caulking, sealing, door hardware replacement and routine tuck pointing.

D. The following are conditions precedent to Buyer's right to request remediation:

- 1) In the aggregate the cost of repair or replacement must equal \$500.00 or more, exclusive of the cost of radon mitigation.
- 2) The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.
- 3) The defects must not have been disclosed to Buyer in writing prior to the date the offer was made to purchase.
- 4) The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.
- 5) The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.
- 6) The structural components shall not be considered defective if they are structurally sound.
- 7) The radon level is measured at four (4) picocuries per liter of air or higher.

E. If defects are reported, then Seller shall elect one of the following options, and shall give written notice to Buyer or to Buyer's attorney within seven (7) days of receiving Buyer's remediation requests and reports:

- 1) Treat the condition and repair the defect at Seller's own cost and expense;
- 2) Give Buyer a credit for the cost of repair at settlement; or
- 3) Rescind the Contract and refund Buyer's earnest money.

If Seller does not give timely written notice of Seller's election, this Contract shall be deemed to be rescinded effective at the beginning of the eighth day after Seller shall have received Buyer's remediation request(s) and report(s), and Buyer's earnest money/down payment shall promptly be refunded, unless Buyer elects to purchase the property in accordance with subparagraph G.

F. At Buyer's expense, Buyer shall have the right to obtain a post-mitigation radon inspection by a licensed radon inspector.

G. Should Seller elect or be deemed to have rescinded the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition, with whatever defects exist. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission, or absent timely response from the Seller, then within four (4) days after the end of the seven (7) day period specified in subparagraph E.

H. Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear excepted).

I. **Home Protection Plan:** Seller shall provide Buyer a credit at closing for the cost of a one-year home protection plan, to be issued by N/A with the following optional coverage: N/A. The home protection plan cost shall not exceed \$ N/A.

14. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** Check one of the following:

- 1) The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.
- 2) The improvements on the real estate subject to this Contract were built before 1978, but Buyer has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (See Disclosure Statement attached hereto and made a part hereof by this reference.)
- 3) This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Buyer's expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless Buyer delivers to Seller a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If Seller will correct the condition(s), Seller shall furnish Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If Seller does not elect to make the repairs or remediation, or if Seller makes a counter-offer, Buyer shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and Seller

shall return the down payment to Buyer. Buyer may remove this contingency at any time without cause. (See Disclosure Statement attached hereto and made a part hereof by this reference.)

Unless Paragraph (1) above is checked, indicating subject premises were built after 1977, Buyer acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by Seller concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

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

- A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;
- B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 9, and all of said property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 8 herein; and
- C. Additional Warranties: None

16. **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 number 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 the Smoke Detector Act (425 ILCS 60/1, et seq.), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, et seq.).
- E. Time is of the essence of this Contract.
- F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
- G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
- H. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).
- I. **ELECTRONIC SIGNATURES:** The Parties expressly agree that any certified electronic signatures on this Contract and pursuant to this transaction are as legal and enforceable as original paper signatures.
- J. **OTHER:** Buyer is Illinois Licensed Real Estate Managing Broker See attached addendum. ~~See First Right Addendum~~

① contingent on receipt of Escrow funds to listing brokerage
 ② Buyer will provide evidence of his authority to act on behalf of Freedom Services, Inc.

17. **ESCROWEE:** The Parties agree that Denbesten Real Estate is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:

- A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all Parties, or an order entered by a court of competent jurisdiction.
- B. Additional conditions: None

- 18. **NOTICES, ETC.:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the Party's attorney, or to the Party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the Party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the Party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the Party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.
- 19. **ATTORNEY REVIEW:** Within five (5) business days after the Date of Acceptance, the attorneys for the respective Parties, by written Notice, may:
 - A. Approve this Contract;
 - B. Disapprove this Contract, which said disapproval shall not be based solely upon the Purchase Price or agreed dates; or
 - C. Propose modifications except for the Purchase Price. If within ten (10) business days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or
 - D. Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void, and this Contract shall remain in full force and effect.

IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED HEREIN, THE PROVISIONS OF THIS PARAGRAPH SHALL BE DEEMED WAIVED BY THE PARTIES, AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

The Parties acknowledge receiving, reviewing, and understanding their rights in relation to Attorney Review:

Seller Initials: see additional signature page

Buyer Initials: u m

- 20. **SETTLEMENT:** Closing shall be held at a location agreed to by the Parties in the County in which the property is located, unless the Parties agree otherwise.
- 21. **SELLER'S DISCLOSURE:** The Parties acknowledge that this Contract is subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et seq.) and the Illinois Radon Awareness Act (420 ILCS 46/1, et seq.). Buyer acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon Hazards, and the IBMA pamphlet entitled "Radon Testing Guidelines for Real Estate Transactions" prior to the time this Contract was signed and agrees that said disclosures are incorporated herein by reference.
- 22. **ATTORNEY FEES AND EXPENSES:** Should Seller or Buyer bring any action against the other with respect to this Contract, the Party that does not prevail upon the action, as determined by the court, shall be liable to the other Party for any reasonable attorney fees, costs, and expenses (including expenses of litigation) incurred by such other Party and as determined by the court. This provision shall survive closing and delivery of deeds.
- 23. **DEFAULT:** In the event either Party should breach this Contract, the other Party may pursue any and all remedies provided.
- 24. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the Parties. No covenants, agreements, representations or warranties of any kind have been made by any Party or agent of a Party to this Contract, except as specifically set forth herein. The Parties expressly acknowledge that, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both Parties, in the absence of which the terms of this Contract shall govern.
- 25. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar Association effective November 5, 2015, with the exception of language contained in the following paragraphs: 1, 10, 19, 27.
- 26. **MORTGAGE INFORMATION AUTHORIZATION:** Seller authorizes Seller's Attorney, and the employees or agents thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this Contract.
- 27. **CONFIRMATION OF CONSENT TO DUAL AGENCY (if applicable):** The undersigned confirm that they have previously consented to N/A ("Licensee"), acting as a Disclosed Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Disclosed Dual Agent in regard to the transaction referred to in this Contract.

Seller: Yes No N/A
Buyer: Yes No N/A

THIS IS A LEGALLY BINDING DOCUMENT WHEN SIGNED BY ALL PARTIES. IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY REGARDING THIS TRANSACTION. THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED ("DATE OF ACCEPTANCE").

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands and seals to several counterparts of this Contract, of equal effect.

<i>See additional signature page</i>	
Seller _____	Seller _____
Date Signed: _____	Date Signed: _____

<i>Ushu Mukhta</i>	
Buyer _____	Buyer _____
Date Signed: <i>7/6/17</i>	Date Signed: _____

The above-named designated Escrowee hereby accepts the escrow on the terms and conditions heretofore set forth.

Catherine Carbes
Agent for Escrowee

ADDENDUM TO PARAGRAPH "16J" OF THE REAL ESTATE CONTRACT

The undersigned parties to a Real Estate Contract by and between Heirs of Marilyn Pool to
Freedom Services, Inc. for the purchase and sale of that certain property commonly known as
1315 W Market St., Bloomington, IL (the "Contract"), hereby mutually agree to amend said Real
Estate Contract as follows:

Paragraph 16(j) is hereby amended to add the following:

"The Contract shall be contingent on the Property having the zoning changed from residential to commercial by the City of Bloomington. The Buyer will use its best efforts to secure the zoning change at the cost of the Buyer. In the event that the Property zoning is not changed from residential to commercial within sixty (60) business days from the date of Acceptance, the Contract may be terminated by either party and the Buyer shall be entitled to receive the entirety of its earnest money back from the Seller."

All other terms and conditions of the Real Estate Contract to remain the same.

BUYER:

Vicki Mehta

DATE: 7/6/17

DATE: _____

SELLER:

See additional signature page

DATE: _____

DATE: _____

Seller Signature page for Contract with Freedom Services, Inc (buyer)

We hereby agree to the Residential Sales Contract between the heirs of Marilyn Pool and Freedom Services Inc. We also agree to the zoning addendum and ~~the first right addendum~~. By signing this page, we acknowledge the 7 pages of the contract plus the one ~~2~~ additional addendum pages. Critical information of this agreement is listed below.

Address: 1315 W. Market Street Bloomington, IL 61701

Price: \$43,000

Addendum for buyer to have the property re-zoned.

Closing: September 8, 2017

Financing method: CASH

Printed

Signature

Date

Michael R. Pool Michael R Pool 7/23/2017

Krina E. Pool Kr E. Pool 7/23/17

MARK S. POOL Mark S Pool 7-23-17

DAVID L. POOL David L. Pool 7-23-17

Sharon R. Eads Sharon R. Eads 7-23-17

Lori A. Kirk dotloop verified 07/24/17 8:24PM EDT HQQM-LGAW-CZUP-DUSC

Steph J. Pool dotloop verified 07/24/17 7:33PM EDT Z2EC-FESU-HIKH-I9CD

Section 44.6-30

Permitted Uses in the B-2 District

Accounting, Auditing, Bookkeeping	P	Legitimate Theaters	P
Adult Cabaret	5	Libraries	P
Adult Hotels/Motels	5	Linen Supply Services	P
Adult Lingerie Modeling Studios	5	Linen Supply Stores	P
Adult Media Stores	5	Linen Supply Stores	P
Adult Modeling Studios	5	Liquor Stores	P
Adult Motion Picture Theaters	5	Lodging Houses	P
Advertising Services	P	Lumber Yards, Building Materials	P
Agency Supervised Homes	P	Mail Order Houses	P
Agency-Operated Family Homes	P	Manufactured Home Sales	S
Agency-Operated Group Homes	P	Marine Craft and Accessory Sales	P
Agriculture	P	Massage Therapy Studio	P
Airports and Landing Fields	S	Media Shops	12
Ambulatory Surgical Treatment Center	P	Medical Marijuana Dispensing Organization	P
Amphitheaters	P	Medical, Health Services	P
Amusement Centers	S	Mental Health Facilities	P
Animal Detention Facilities, with no outdoor exercise areas	P	Merchandise Vending Machine Sales	P
Animal Detention Facilities, with outdoor exercise areas	S	Mini Warehouses	S
Animal Hospitals	P	Miscellaneous Services N.E.C.	P
Antique Stores	P	Mobile Food and Beverage Vendor	13
Apparel Shops	P	Mobile Home Sales	S
Appliance Stores	P	Monument Sales	P
Aquariums	P	Motels, Hotels, Motor Hotels	P
Arenas, Field Houses, Stadiums	P	Motion Picture Studios	P
Art Galleries, Museums	P	Motion Picture Theaters	P
Art Supplies, Craft Stores	P	Motor Vehicle Sales, Service N.E.C.	P
Artisanal/Craft Production and Retail	P	Motor Vehicle Storage	P
Athletic Clubs, YMCA, YWCA	P	Motorcycle Sales and Service	P
Auction Houses	P	Music Stores, Record Shops	P
Auditoriums, Concert Halls	P	News Syndicate Services	P
Automobile and Accessories Sales	P	Nursery Schools	P
Automobile Engine Electrical System Diagnostic Services	P	Nursing Homes	P
Automobile Rental Service	P	Offices	P
Automobile Repair Shops	P	Optical Goods, Hearing Aids Sales	P
Automobile Service Stations	P	Other Clubs Not Classified	P
Awning, Tent, Canvas Products Sales	P	Other Specialty Shops, N.E.C.	P
Bakery Products Sales	P	Outdoor Advertising Services	P
Ballrooms, Dance Halls	P	Packing and Crating Services	P
Banking Services	P	Paint, Glass, Wallpaper Stores	P

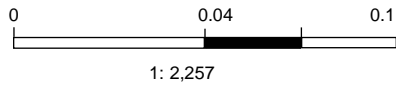
Barber Shops, Beauty Shops	P	Painting, Decorating Services	P
Bars, Taverns, Nightclubs	P	Parking Lot, Commercial	P
Bed & Breakfast Establishments	P	Parking Lot, Noncommercial	P
Billiard Centers, Pool Halls	P	Parks, Playgrounds, Aboretums	P
Birthing Center	P	Penny Arcade	P
Blueprinting and Photocopying	P	Pet Shops	P
Boarding Schools	P	Pharmacy	P
Boat Sales, Service, Rental	P	Photofinishing Services	P
Book, Stationery Stores, Newsstands	P	Photographic Services	P
Bowling Establishments	P	Planetariums	P
Building Construction Services	P	Plumbing, Heating Services	P
Bus Passenger Terminals	P	Police Stations, Fire Stations	P
Bus Sales Service	P	Postal Services	P
Business Management Consulting	P	Post-Surgical Recovery Care Center	P
Business Schools	P	Pottery, Ceramic Products Sales	P
Cabinet making, woodworking, furniture repair	P	Pre-Schools	P
Cameras, Photographic Supplies	P	Printing, Publishing, Allied Uses	P
Camping, Recreational Equipment Sales	P	Professional Clubs, Business Clubs	P
Candle Shops	P	Professional Supply Repair Services	P
Candy Confectionery Sales	P	Radio Broadcasting Studios	P
Car Wash	P	Radio, Television Repair Services	P
Carpentry Services	P	Radio, Television Stations-Towers	P
Catering Services	P	Radio,. Television Stores	P
Childrens Homes, Orphanages	P	Rail Passenger Terminals	P
China, Glassware, Metalware Stores	P	Real Estate Services	P
Churches, Synagogues, Temples	P	Record Shops, Music Stores	P
Cigar, Tobacco Products Sales	P	Refuse Disposal Services	S
Clinics	P	Rehabilitation Schools	P
Collection Services	P	Religious Education Facility	P
College-University Classrooms	P	Research and Testing Services	P
Commercial Printing Services	P	Restaurants, Cafeterias	P
Commodity Contract Brokers	P	Roller Skating Rinks	P
Community Centers	P	Rooming Houses	P
Computer Services	P	Rooming Houses	P
Convalescent Homes, Rest Homes	P	Savings and Loan Associations	P
Convenience Establishments	P	Security and Commodity Services	P
Country Clubs, Golf Clubs	P	Service Clubs, Civic Clubs	P
Credit Services	P	Sewage Lift Stations	P
Crematories	S	Sewage Treatment Plants	S
Cultural Activities	P	Sex Shops	5
Currency Exchanges	P	Sexually Oriented Entertainment Business	5
Dairy Products	P	Sheltered Care Homes	P
Dance Studios, Music Studios	P	Shoe Repair Services	P

Day Care Centers	P	Shoe Stores	P
Delicatessens	P	Sign Painting Services	P
Dental Services	P	Ski Mobile Sales, Service	P
Department Stores	P	Social Clubs, Lodges	P
Detective and Protective Services	P	Specialty Food Shops	P
Diagnostic Imaging Center	P	Specialty Schools	P
Diagnostic Laboratory Treatment Facility	P	Sporting Goods, Bicycle Sales	P
Diaper Services	P	Stenographic Services	P
Domestic Violence Shelter	P	Swimming Clubs	P
Donut Shops, Ice Cream Shops	P	Swimming Pools	P
Draperies, Curtains, Uphostery	P	Taxi Terminals	P
Dressmaking, Tailor Shops	P	Telecommunication Antenna Facilities	10
Drive-in Refreshment Stands	P	Telegraph Message Centers	P
Drug Stores	P	Telephone Exchange Stations	P
Dry Cleaning Services	P	Telephone Exchange Substations	P
Dry Goods, Piece Goods Stores	P	Telephone Relay Towers	P
Duplicating, Mailing Services	P	Television Broadcasting Studios	P
Dwellings, Multiple Family	9	Tile Abstracting Services	P
Dwellings, Single-Family	S	Tires, Batteries, Accessories Sales	P
Dwellings, Two-Family	P	Towing Services	2
Educational and Research Services	P	Townhouses	9
Electrical Repair Service	P	Trade Supply Sales-Service	P
Electrical Services	P	Trading Stamp Services	P
Electrical Supply Sales	P	Transfer Services	P
Electricity Regulating Substations	P	Travel Arranging Services	P
Electronics Assembly Plants	P	Treatment Centers for Drug Abuse	P
Employment Services	P	Tree Sales, Nurseries, Greenhouses	P
Engineering, Architectural Services	P	Truck Rental Service	P
Equipment Rental , Leasing Services	P	Truck Sales and Service	P
Exhibition/Exposition Halls	P	Truck Stops, Truck Plazas	P
Extended Stay Motel	P	Truck Wash	P
Exterminating-Pest Control Services	P	Utility Conduits, Lines, Pipelines	P
Farm Machinery Sales and Service	P	Variety Stores	P
Farm Supply Stores	P	Veterinarian Services	P
Financial Services	P	Video Sales and Rental Stores	P
Fish Hatcheries, Poultry Hatcheries	P	Vocational Schools	P
Flammable Liquid Pipelines	P	Water Pressure Control Stations	P
Floor Covering Stores	P	Water Purification Plants	P
Florist Shops	P	Water Storage Reservoirs	P
Food Pantry	P	Welding Services	P
Forestry	P	Well Drilling Services	P
Fuel Oil Service	P	Wholesale Sales Establishments	1
Funeral Parlor, Mortuary	P	Window Cleaning Services	P
Furniture Stores	P		

Gas Regulatory Stations	P		
General Merchandise Stores	P		
Gift Shops	P		
Golf Courses - Not Miniature Golf	P		
Government Services	P		
Greeting Card Shops	P		
Grocery Stores, Supermarkets	P		
Group Homes for Parolees	S		
Group Homes for Parolees	S		
Gun Shops	P		
Gymnasiums, Recreation Centers	P		
Hardware Stores	P		
Health Clubs	P		
Health Spas, Reducing Salons	P		
Heating Plumbing Equipment Sales	P		
Heliports, Heliport Terminals	S		
Hobby Shops, Toy Stores	P		
Home for the Aged	P		
Home Improvement Center	P		
Home Maintenance Services	P		
Horticultural Services	P		
Hospitals, Except Animal Hospitals	P		
Hotels, Motels, Motor Hotels	P		
Ice Rinks	P		
Institution for Child Care	P		
Institution for the Handicapped	P		
Insurance Services	P		
Irrigation Channels	P		
Jewelry Stores, Watch Repair	P		
Kennels, with no outdoor exercise areas	P		
Kennels, with outdoor exercise areas	S		
Knit Goods Shops	P		
Laboratory, Dental and Medical	P		
Laboratory, Psychological	P		
Laundering Services	P		
Leather Goods Shops	P		



Aerial View 505 N. Hinshaw Ave and 1315 W. Market St

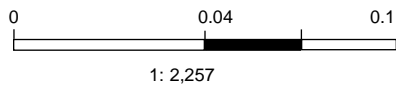


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Notes



Zoning Map 505 N. Hinshaw Ave and 1315 W. Market St.



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Printed: 8/3/2017 11:52:39 AM

Notes

Public Notices

20901055

**CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE**

Public Notice is hereby given that the Bloomington Planning Commission will hold a public hearing on Wednesday, August 23, 2017 at 4:00 p.m. in the City Council Chambers, City Hall, 109 E. Olive St., Bloomington, IL.

The Petition submitted by Freedom Services, Inc., requesting approval to Rezone property located at 505 N. Hinshaw Ave., from a R-1C, Single Family Residence District to B-2, General Business Service District

Legal Description: Exhibit A
Otto's Addition Lots 8 & 9 except S44 Lot 9. PIN 21-05-253-035

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk at 109 E. Olive St., Bloomington, IL.

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, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive Street, Bloomington, IL 61701, or by telephone at 309-434-2240 or via email at cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk
Published in the Pantagraph:
August 8, 2017

20901057

**CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE**
Public Notice is hereby given that the Bloomington Planning Commission will hold a public hearing on Wednesday, August 23, 2017 at 4:00 p.m. in the

Public Notices

City Council Chambers, City Hall, 109 E. Olive St., Bloomington, IL.

The Petition submitted by Freedom Services, Inc., requesting approval to Rezone property located at 1315 W. Market, from a R-1C, Single Family Residence District to B-2, General Business Service District
Legal Description: Exhibit A
Otto Addition E54' 11. PIN: 21-05-253-017

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk at 109 E. Olive St., Bloomington, IL.

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, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive Street, Bloomington, IL 61701, or by telephone at 309-434-2240 or via email at cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk
Published in the Pantagraph:
August 8, 2017



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

August 3, 2017

Dear Property Owner or Resident:

The City of Bloomington Planning Commission will hold a public hearing on **Wednesday, August 23, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois** for petitions submitted by **Vick Mehta, President of Freedom Service Inc.**, requesting the rezoning of **505 N Hinshaw Ave. and 1315 W. Market** from R-1C, Single family residential to B-2, General Business Service District. The subject properties are legally described as:

505 N. Hinshaw Ave (approximately 0.2 acres)
LOT 8 & 9 OTTO ADD
PIN: 21-05-253-035

1315 W. Market St (approximately 0.14 acres)
OTTO ADD E54' LOT 11
PIN: 21-05-253-017

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 and supporting materials will be available at <http://www.cityblm.org/government/advanced-components/documents/-folder-308>. 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.

Sincerely,

Katie Simpson
City Planner

Attachments:
Location Map



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Notes

JUBRIAL SWEIS
6027 W BELMONT AVE
CHICAGO IL 60634

IEC INVESTMENTS LLC
1805 W HOVEY STE D
NORMAL IL 61761

RAYMOND ACTIS
1401 W LOCUST ST
BLOOMINGTON IL 61701

MARK KING
PO BOX 1947
BLOOMINGTON IL 61702

FLORENCE DENNIS
1320 W MULBERRY ST
BLOOMINGTON IL 61701

GERRY & CATHERINE ZIMMERMAN
1312 W MULBERRY
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MARY TOBIN
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6027 WEST BELMONT
CHICAGO IL 60634

DONALD LINK
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EMMETT PRATHER
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GUSTAVO MENDOZA
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Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

BLOOMINGTON ZONING ORDINANCE – DIVISION 6

DIVISION 6. MANUFACTURING DISTRICT REGULATIONS

44.6-1 – Purpose and Intent

44.6-2 – Permitted Uses

44.6-3 – Manufacturing District Bulk and Site Standards

44.6-4 – General Standards

44.6-5 – Development Standards Applicable to Manufacturing Districts

44.6-1 – PURPOSE AND INTENT

A. M-1 Restricted Manufacturing District

The intent of this M-1 Restricted Manufacturing District is to provide for industrial, warehouse, storage and transfer service uses with an absence of objectionable external effects in areas that are suitable for this type of development by reason of topography, relative location, and adequate utility and transportation systems. Compatibility with surrounding districts is further assured by limiting development to low industrial densities. Just as industrial uses are excluded from residential areas to promote public health, safety, and welfare, so are residential subdivision developments excluded from this district.

Commented [ST1]: M-1 combines with W-1

B. M-2 General Manufacturing District

The intent of this M-2 General Manufacturing District is to provide for the more intense types of industrial and manufacturing uses which generally exhibit higher levels of objectionable external effects. This district should not be located adjacent to residential districts, and its contiguity to commercial and business areas should, wherever possible, be avoided. Uses permitted in this district will provide for those basic industries needed to expand employment opportunities within the City.

44.6-2 – PERMITTED USES

Refer to Division 44.16 Definitions for clarity on the uses listed.

A. Land Uses. Uses are allowed in the Public Interest Districts in accordance with Table 44.6-2(A). The following key is to be used in conjunction with the Use Table.

1. Permitted Uses. A “P” indicates that a use is considered permitted within that district as of right subject to compliance with all other requirements of this Ordinance.
2. Special Uses. An “S” indicates that a use is permitted, though its approval requires review by the City Council as required in Division 44.17, subject to compliance with all other requirements of this Ordinance and contingent upon conditions of approval which may be imposed by the city.
3. Uses Not Permitted. A blank space or the absence of the use from the table indicates that the use is not permitted within that district.
4. Use Regulations. Many allowed uses, whether permitted by right or as a Special Use, are subject to compliance with Division 44.17.
5. Unlisted Uses. If an application is submitted for a use not listed, the Zoning Enforcement Officer shall make a determination as to the proper zoning district and use classification for the new or unlisted use. If no permitted or special use is similar in character,

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intensity, and operations to that of the proposed use, a text amendment may be initiated pursuant to Division 44.17 to establish parameters for permitting such use within the City of Bloomington.

B. Allowed Uses Table.

TABLE 44.6-2(A): MANUFACTURING DISTRICT – PERMITTED AND SPECIAL USES			
	M-1	M-2	Reference
Agricultural			
Agriculture	P	P	
Apiary, Beekeeping	S		44.10-5
Aquaculture, Aquaponics, Hydroponics	P	P	
Animal Breeding Services	P ¹	P ¹	
Fish Hatcheries, Poultry Hatcheries	P ¹	P ¹	
Forestry	P	P	
Horticultural Services	P	P	
Urban Agriculture	P	P	
Urban Garden	P		
RESIDENTIAL			
Household Living			
Dwelling, Single-Family	P ²	P ²	
Dwelling, Two-Family	P ²	P ²	
Dwelling, Multiple-Family	P ² S	P ²	44.6-4
INSTITUTIONAL			
Education			
Business and Trade Schools	P	P	
College and University Classrooms	P	P	
Government			
Animal Detention Facilities, w/o outdoor exercise area	P ¹	P ¹	
Animal Detention Facilities, with outdoor exercise area	S	S	44.10-4
Government Services and Facilities	P	P	
Military Bases, Depots, Communication Facilities	P S	P S	
Police Stations, Fire Stations	P	P	
Residential-Type			
Adult and Juvenile Detention Facilities	P S	P S	
RECREATIONAL			
Country Clubs, Golf Clubs, Golf Courses	P	P	44.10-16
Community Center	P	P	44.10-13
Parks and Recreation Facilities	P	P	
Swimming Clubs	P	P	
Swimming Pools, Community	P	P	44.10-31
COMMERCIAL			
Aircraft and Automotive			
Car Wash	P ¹	P	44.10-9
Farm Machinery Sales and Service	P ¹	P ¹	
Towing Services	S	P S	
Truck Stops, Truck Plazas	P ¹	P	
Truck Wash	P ¹	P ¹	
Vehicle Fueling Station	P	P	
Vehicle Repair and Service	P ¹	P ¹	44.10-34
Vehicle Rental Service	P ¹	P ¹	
Vehicle Sales and Service	P ¹	P S	
Vehicle Salvage and Wrecking Operations		P ¹	

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

	M-1	M-2	Reference
Vehicle Storage	P ¹	P ¹	
Entertainment and Hospitality			
Entertainment and Exhibition Venues	P S	P	44.6-4
Sports and Fitness Establishments	P S	P	44.6-4
Lodging			
Boarding and Rooming Houses	P ²	P ²	44.10-19
Offices			
Financial Services	P	P	
General Offices, Business or Professional	P	P	
Medical or Dental Office or Clinic	P	P	44.10-24
Medical Laboratory	P	P	
Printing, Copying and Mailing Services	P	P	
Research Facility or Laboratory	S	P ¹	
Personal Services			
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.	P	P	
Instructional Studios	S		44.6-4
Kennels, with no outdoor exercise areas	P ¹	P ¹	
Kennels, with outdoor exercise areas	S	S	44.6-4
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.	P	P	
Pet Care: Grooming, day care, training	P	P	
Veterinary Office or Clinic	P ²	P ²	
Day Care Centers	P S		44.6-4
Retail and service			
Artisanal/Craft Production and Retail	P	P	
Auction Houses	P	P	
Bars, Taverns, Nightclubs	P ¹	P	
Building Materials and Supplies	P	P	
Catering Services	P	P	
Manufactured and Mobile Home Sales	P	P	44.10-23
Medical Marijuana Dispensing Organization	P ¹	P ¹	
Mobile Food and Beverage Vendor	P	P	44.10-27
Professional Office Furniture Sales	P	P	
Restaurants, Cafeterias	P	P	
Retail Sales, General	S	S	44.6-4
Retail sales, Outdoor	S		44.6-4
Specialty Food Shops	S	S	44.6-4
INDUSTRIAL			
Manufacturing and Production, Light			
Apparel, Fabrics, Leather Industries	P	P	
Commercial Cleaning and Repair Services	P	P	
Commercial Community Kitchen	P	P	
Crematories	S ³	S ³	
Electronics Assembly Plants	P	P	
Fabricated Metal Industries	P S	P ¹	
Furniture and Fixtures Industries	P	P	
Lumber and Wood Industries	P	P	
Professional, Scientific Industries	P	P	
Secondary Manufacturing Assembly Plants	S	P	
Textile Mill Products Industries	P	P ¹	
Trade and Construction Services	P	P	
Wholesaling, Distribution and Storage Facilities	P ¹	P ¹	
Manufacturing and Production, Heavy			
Asphaltic Concrete Plants		S	44.10-6

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

	M-1	M-2	Reference
Chemicals and Allied Industries		P	
Food and Kindred Industries	<u>S</u>	P	
Paper and Allied Products Industry	P	P	
Petroleum Refining, Related Uses		<u>P-S</u>	
Mining, Quarrying	<u>S</u>	S	44.10-25
Primary Metal Industries		P	
<u>Recycling Facility</u>		<u>S</u>	44.10-28
Refractory Lined Pit Burners	<u>S</u>	S	44.10-29
Refuse Disposal Services	<u>S</u>	S	44.10-28
Rubber and Plastic Industries		P	
Sanitary Landfills		S	44.10-28
Solid Waste Disposal Area		S	44.10-28
Stone, Clay, Glass Industries	<u>S</u>	P	
<u>Waste Transfer Station</u>		<u>S</u>	44.10-28
Storage and Equipment Yards			
Aircraft Storage	P	P	
Composting Facility	P	P	
<u>Junk Yards</u>		<u>S</u>	44.10-22
Marine Craft Storage, Marinas	P ¹	P ¹	
Mini Warehouses	P ¹	P ¹	44.10-26
Parking Lot, Commercial	P ¹	P ¹	
Petroleum Products Storage	P	P	
Railroad Marshalling Yards	<u>P</u>	<u>P-S</u>	
Transportation			
<u>Airports and Landing Fields</u>	<u>S</u>	<u>S</u>	44.10-3
<u>Airport Passenger Terminals</u>		<u>S</u>	
Bus and Taxi Passenger Terminals	P	<u>P</u>	
Heliports, Heliport Terminals	S	S	
Rail Passenger Terminals	P	<u>P</u>	
Utilities			
Electricity or Natural Gas Production Plant	<u>P</u>	<u>P-S</u>	
Nuclear Power Plant		<u>P-S</u>	
<u>Private Solar Energy Conversion Facilities</u>	<u>P</u>	<u>P</u>	44.10-31
<u>Private Wind Energy Conversion Facilities</u>	<u>P</u>	<u>P</u>	44.10-36
Public or Private Utility Facility, Minor	P	P	
Radio, Television Stations-Towers	P	P	
Wireless Communication Facilities	P ⁴	P ⁴	44.10-37

1. A Special Use is required when the use adjoins a Residential District boundary line.
2. The dwelling is allowed only as a residence for watchmen or caretakers of business or industrial uses permitted in that zoning district
3. A structure containing a Crematory shall be located no closer than three hundred (300) feet to a Residential District boundary line.
4. The use is permitted as a principal use provided that the maximum height of the Wireless Communication Facility shall not exceed one (1) foot for each two (2) feet that such Wireless Communication Facility is set back from Protected Residential Property.

44.6-3 – SITE DEVELOPMENT STANDARDS

- A. Site Dimensions Table. All development in Manufacturing Districts must comply with the requirements in Table 44.6-3(A) and Diagram 44.6-3(A) unless otherwise expressly stated.

TABLE 44.6-3(A): BULK AND SITE STANDARDS MANUFACTURING DISTRICTS

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

District	Lot Characteristics		Site Design			Development Intensity		
	Min. Lot Width (W)	Min. Lot Area (s.f.)	Front Yard (F)	Interior Side Yard (S)	Rear Yard (R)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
M-1	-	-	20'	0'-or-min. Min. 5' if side yard is provided; or 1/3 of building height for buildings > 3 stories	0'-or-min. Min. 5' if side yard is provided; or 1/3 of building height for buildings > 3 stories	1.0	-	-
M-2	-	-	-	0'-or-min. Min. 5' if side yard is provided; or 1/3 of building height for buildings > 3 stories	0'-or-min. Min. 5' if side yard is provided; or 1/3 of building height for buildings > 3 stories	1.0	-	-

Commented [ST2]: This is the W-1 setback. M-1 has no minimum front yard setback.

44.6-4 – GENERAL STANDARDS

A. On-Site Development Standards. See Division 44.9 – General Provisions for various on-site development standards such as exterior lighting requirements, permitted encroachments, temporary sales, accessory uses and structures. In addition to the requirements of Division 44.10 and Table 44.6-3(A), the following regulations apply.

1. Lots rezoned zoned to the M-1 and M-2 District that are adjacent to a Residential District shall provide transitional front, side and rear yards as follows:
 - a) Front Yard adjoining a Residential District: equal to the required front yard of the adjacent Residential District
 - b) Side Yard adjoining a Residence District: equal to ten (10) feet plus the required minimum side yard of the adjacent Residential District.
 - c) Rear Yard: adjoining a Residential District equal to fifteen (15) feet plus the required minimum rear yard of the adjacent Residential District.
2. The transitional yard shall be maintained free of buildings, structures, parking facilities or outdoor storage; provided, however, that parking may be permitted in a rear transitional yard if such parking is located no closer than ten (10) feet from the rear property line and screening is provided pursuant to Division 13.

Commented [ST3]: "adjacent" to include across the alley

- B. Use Provisions. See Division 44.10 – Use Provisions for standards governing permitted and special uses.
- C. Off-Street Parking and Loading. See Division 44.12 – Off-Street Parking and Loading for standards governing off-street parking and loading.
- D. Landscaping. See Division 44.13 – Landscaping and Screening for standards regarding landscaping and screening.
- E. Signs. See Division 44.14 - Signs for standards governing the type, placement, size and scale of signs.

44.6-4 – DEVELOPMENT STANDARDS APPLICABLE TO MANUFACTURING DISTRICTS

A. Industrial Transition Areas.

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

1. Purpose. Industrial Transition Areas are those areas where, due to changes in adjoining land use or infrastructure over time, the use and development of parcels has shifted from strictly manufacturing to a mix of lower intensity uses such as offices and commercial.
2. Location. Parcels in the M-1 District that abut vacated rail right-of-way that has been converted to public use (e.g., Constitution Trail) or a Residential District are considered Industrial Transition Areas.
3. Land Use. Land uses permitted in said Industrial Transition Areas shall be those listed in the M-1 District. For residential, entertainment and hospitality, personal services and retail and service uses that require a special use, the Board of Zoning Appeals shall consider the following factors, in addition to the standards in Section 44.17-7:
 - a) Whether the proposed use is compatible with adjoining uses and will not suffer from nor impose new conflicts associated with noise, lighting, odors, hours of operation, vehicle movement and pedestrian safety, or additional factors specific to the location of the special use.
 - b) Whether an adequate buffer is provided on the subject property, with respect to physical separation and visual screening, to minimize visual impacts associated with adjoining lawful manufacturing uses.
 - c) Whether noise attenuation, barriers, and other mitigating factors shall be installed in new buildings for noise sensitive uses (such as dwellings and offices) to reduce noise impacts associated with adjoining lawful manufacturing uses.
 - d) Whether any site contamination exists on the subject property that may present an immediate or future impact to the health and safety of building occupants.

B. Outdoor Storage

1. Outdoor storage of merchandise, materials, equipment and vehicles is permitted in a Manufacturing District subject to the conditions provided herein.
2. Screening for outdoor storage areas shall be provided in accordance with the provisions of Section 44.13-8 C.
3. Outdoor storage areas shall be paved with a hard surface consistent with the standards of Section 44.12-6 F., except that storage of landscape and building materials associated with horticultural services and building materials and supply establishments may be placed on an alternate surface of gravel or decomposed granite.

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BLOOMINGTON ZONING ORDINANCE – DIVISION 8

DIVISION 8. ZONING OVERLAY DISTRICT REGULATIONS

44.8-1 – Purpose and Intent

44.8-2 – S-1 Aircraft Noise Impact District

44.8-3 – **Reserved** (Form-Based Code overlay district)

44.8.4 -- Reserved

44.8-3 – **S-3** Historic Preservation District

44.8-1 – PURPOSE AND INTENT

A. S-1 Aircraft Noise Impact District

The ~~purpose and~~ intent of this ~~S-3~~ **S-1** Aircraft Noise Impact District is to restrict the development of noise sensitive uses in areas with unique noise impacts emanating from aircraft operations. This overlay district is generally defined as the area within the significant noise impact area around the Central Illinois Regional Airport. The Official Zoning Map establishes and defines the boundary of this overlay district and is made a part of this Code, and is established to promote sound land use planning in noise impact areas through the consideration of federal guidelines, the objectives of the City's Official Comprehensive Plan, and past City action affecting land use near the Central Illinois Regional Airport.

B. Reserved

C. Reserved

D. **S-4** Historic Preservation District

~~The intent of this S-4 Historic Preservation District is to promote the In addition to these general purposes set forth in Division 2 of this Code, it is hereby declared a matter of public policy that the~~ protection, enhancement, perpetuation, and use of improvements of special character or special historical interest or value. ~~The City of Bloomington finds that the preservation of such resources~~ is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of ~~the its citizens of the City~~. This S-4 Historic Preservation District shall be applied as an overlay ~~or a combined~~ district ~~in combination with underlying base zoning districts as shown on the Official Zoning Map. This technique retains the list of uses allowed in the present zoning classification that the S-4 District overlays~~. The purpose of the S-4 Historic Preservation District is to:

1. Effect and accomplish the protection, enhancement, and perpetuation of such improvements and of such districts that represent or reflect elements of the City's cultural, social, economic, political, and architectural history;
2. Safeguard the City's historic and cultural heritage, as embodied and reflected in such landmarks and historic districts;
3. Stabilize and improve property values;
4. Foster civic pride in the beauty and noble accomplishments of the past;

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5. Protects and enhance the City's attractions to residents, home buyers, tourists, and visitors and shoppers, thereby supporting and promoting business, commerce and industry;
6. Strengthen the economy of the City; and
7. Promote the use of historic districts and landmarks for education, pleasure, and welfare of the people of the City.

44.8-2 – S-1 AIRCRAFT NOISE IMPACT DISTRICT

- A. Procedure Designation of District. The ~~S-3~~ S-1 Aircraft Noise Impact District shall be established as an overlay zone in combination with all other zoning districts which lie within the boundaries of Airport Noise Impact Zones as established by the Official Zoning Map. The boundaries of the Airport Noise Impact Zones are in part, determined by the location of 60 Ldn and 65 Ldn noise contours as designated on the Official Zoning Map. Where a specific noise contour is referenced as a determinant of the Airport Noise Impact Zone and/or the regulations pertaining thereto, said noise contours will be identified by the year in which the measurements and computations deriving said noise contour were made. If no date is associated with a noise contour, the reference is to the most recently derived noise contour of the given value.
- B. Regulations Restricted Uses.
 1. Areas within the 65 Ldn or higher Airport Noise Impact Zone. The development or construction of any new child care facility, residential building, structure designed or intended for overnight stay, or similar use as determined by the Zoning Administrator is prohibited. ~~manufactured homes, mobile homes, child care facilities, foster care homes, agency-operated family homes, agency-operated group homes, homes for the aged, hospitals, child care institutions, hotels and motels, lodging houses, mental health facilities, sheltered care homes, therapeutic group homes, or travel trailer parks (as such aforesaid terms are defined in Section 44.3-2 of this Code) or any other structures designed or intended for individual or family living shall hereafter be unlawful within the area encompassed by the 65 Ldn or higher Airport Noise Impact Zone as designated within the S-3 Aircraft Noise Impact District shown on the Official Zoning Map.~~
 2. Areas between the 60 Ldn and 65 Ldn Airport Noise Impact Zones. ~~All~~ Any new child care facility, residential building, structure designed or intended for overnight stay, or similar use as determined by the Zoning Administrator meet the following standards. ~~residential buildings, manufactured homes, mobile homes, child care facilities, foster care homes, agency-operated family homes, agency-operated group homes, homes for the aged, hospitals, child care institutions, hotels and motels, lodging houses, mental health facilities, sheltered care homes and therapeutic group homes (as such aforesaid terms are defined in Section 44.3-2 of this Code) or any other structures designed or intended for individual or family living hereafter constructed within the area between the 60 Ldn Airport Noise Impact Zone boundary and the 65 Ldn Airport Noise Impact Zone boundary as designated within the S-3 Aircraft Noise Impact District shown on the Official Zoning Map shall be constructed with the following sound insulation materials in order to address the goal of achieving a day/night average maximum interior noise level of 45 dBa and to meet or exceed the following Sound Transmission Class (STC) ratings:~~

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

- a) Buildings shall be constructed with the following sound insulation materials in order to address the goal of achieving a day/night average maximum interior noise level of 45 dBa and to meet or exceed the following Sound Transmission Class (STC) ratings:
 - 1. exterior walls shall meet the STC rating of at least 30;
 - 2. exterior doors shall include a storm door or meet the STC rating of at least 28;
 - 3. exterior windows shall meet the STC rating of at least 28;
 - 4. a minimum of R-30 insulation shall be provided in the attic with soffit wind baffles or the roof shall meet the STC rating of 39.
 - b) Basement windows shall be insulated glass or have windows well covers;
 - c) Fireplaces shall be provided with a well-fitted damper or fireplace doors if a damper is not allowed by City Code; and
 - d) Central air conditioning shall be provided.
- C. Variations. ~~The Construction Board of Appeals shall not approve any variations of the provisions of this Section 44.6-14 without The City shall consult and obtain a written recommendation from Consultation with~~ the Bloomington-Normal Airport Authority ~~for a written recommendation prior to consideration of any variation to this Section 44.8-2.~~ The Construction Board of Appeals shall be responsible for reviewing variations of the provisions of this Section 44.8-2 pertaining to building construction and/or acoustical insulation. The Board of Zoning Appeals shall be responsible for reviewing all other variations of this Section 44.8-2 not pertaining to building construction or sound insulation.

44.8-3 – RESERVED

44.8-4 –

44.8-5 -- S-4 HISTORIC PRESERVATION DISTRICT

- A. Applicability.
- 1. ~~The S-4 Historic Preservation District is an overlay district which shall be applied in combination with one or more underlying base zoning districts, as shown on the Official Zoning Map. The S-4 Historic District designation may be applied to a single property (historic landmark) or group of properties (historic district) subject to the nomination process defined herein. Any portion of the City classified in a S-4 Historic Preservation District shall also be classified in one (1) or more of other districts established in Division 6 of this Code. The Official Zoning Map shall designate any land classified in a S-4 District by a combination of symbols, e.g., S-4/R-1A, S-4/R-1B, S-4/R-1C, S-4/R-2, S-4/R-3A, S-4/R-3B, etc.~~
 - 2. In an S-4 Historic Preservation District, all ~~the~~ regulations of the underlying Agriculture District, Residence District, ~~Special District,~~ Business District, ~~or~~ Manufacturing District ~~or Public Interest District established by Division 6 of this Code~~ shall apply, except insofar as such regulations are in conflict with the special regulations applicable to the S-4 Historic Preservation District, and in the event of such conflict, the regulations governing such S-4 District shall apply. All permitted uses or special uses otherwise allowable in the underlying Agriculture District, Residence District, ~~Special District,~~ Business District, ~~or~~ Manufacturing District ~~or Public Interest District~~ shall

Commented [ST1]: Add Demolition Delay

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continue to be allowable uses except as provided in the designating ordinance, described in Section 44.8-4(B)(6) of this Code.

B. Designation of Landmarks and Historic Districts.

1. Nominations. A nomination for a historic landmark or historic district may be submitted by a member of the Preservation Commission, owner of record of the nominated property or structure, City Council, or any other person or organization and shall be made ~~to the Preservation Commission~~ on a form prepared by ~~it~~ by the Preservation Commission, and may be submitted by a member of the Preservation Commission, owner of record of the nominated property or structure, the City Council, or any other person or organization.
2. Criteria for Consideration of Nominations. The Preservation Commission shall, upon such investigation as it deems necessary, make a determination as to whether a nominated property, structure, or area possesses sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration and meets one (1) or more of the following criteria:
 - a) Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);
 - b) Its location as a site of a significant local, county, state, or national event;
 - c) Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;
 - d) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;
 - e) Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois or the Nation;
 - f) Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;
 - g) Its embodiment of design elements that make it structurally or architecturally innovative;
 - h) Its unique location or singular physical characteristics that make it an established or familiar visual feature;
 - i) Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or
 - j) Its suitability for preservation or restoration.

~~Any structure, property, or area that meets one (1) or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration.~~
3. Preservation Commission Review Procedures.
 - a) Timeline. Within forty-five (45) days from receipt of a completed nomination, unless as extended by mutual agreement of the property owner(s), applicant and Director of Community Development, the Preservation Commission shall ~~within forty-five (45) days from receipt of a completed nomination in proper form adopted by resolution~~ conduct a public hearing on the nomination of a historic landmark or historic district.

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

- b) Public Notice. Notice of the public hearing shall be distributed at least fifteen (15) days prior to the hearing, in the following manner:
1. By mail. Notice shall be sent by mail to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated historic landmark or historic district. Notice shall include the date, time, place, and purpose of the public hearing and a copy of the completed nomination form.
 2. Newspaper. Notice shall also be published in a newspaper having general circulation in the City. Notice shall include the date, time, place and purpose of the public hearing and shall state the street address and legal description of the nominated landmark and/or the boundaries of a nominated historic district.
- c) Public Hearing. Oral or written testimony concerning the significance of the nominated historic landmark or historic district shall be taken at the public hearing from any person concerning the nomination. The owner of any nominated landmark or of any property within a nominated ~~preservation historic~~ district shall be allowed reasonable opportunity to present evidence regarding significance and shall be afforded the right of representation by counsel and reasonable opportunity to cross-examine expert witnesses. The hearing shall be closed upon completion of testimony.
- d) Recommendation and Report. Within sixty (60) days from receipt of a completed nomination, the Preservation Commission shall make findings and a recommendation as to whether the nominated landmark or historic district ~~does or does not~~ meets the criteria for designation and adopt such findings by resolution in Paragraph B. of this Section 44.11-2. The resolution shall be accompanied by a report to the Planning Commission containing the following information:
1. Explanation of the significance or lack of significance of the nominated landmark or historic district as it relates to the criteria for designation;
 2. Explanation of the integrity or lack of integrity of the nominated landmark or historic district;
 3. In the case of a nominated landmark found to meet the criteria for designation:
 - a. The significant exterior architectural features of the nominated landmark that should be protected;
 - b. The types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit, that should be reviewed for appropriateness pursuant to the provisions of Section 44.11-5 of this Code.
 4. In the case of a nominated historic district found to meet the criteria for designation:
 - a. The types of significant exterior architectural features of the structures within the nominated historic district that should be protected;
 - b. The types of alterations and demolitions that should be reviewed for appropriateness pursuant to the provisions of Section 44.11-5 of this Code.
 5. Proposed design guidelines for applying the criteria for review of certificates of appropriateness to the nominated landmark or historic district;
 6. The relationship of the nominated landmark or historic district to the ongoing effort of the Preservation Commission to identify and nominate all potential areas and structures that meet the criteria for designation;
 7. Recommendations as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations, and parking

Commented [ST2]: Duplicate from PC procedures.

Commented [ST3]: Duplicate from PC procedures

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- regulations necessary or appropriate to the preservation of the nominated landmark or historic district;
8. A map showing the location of the nominated landmark and the boundaries of the nominated historic district.
- e) Transmittal to Planning Commission. The recommendations and report of the Preservation Commission shall be sent to the Planning Commission within ~~seven (7)~~ thirty (30) days following the vote on the resolution and shall be available to the public in the Office of the City Clerk.
4. Planning Commission Review Procedures.
- a) Notification of Nomination-Timeline. The Planning Commission shall schedule a public hearing on the nomination within thirty (30) days following receipt of a report and recommendation from the Preservation Commission regarding a nomination for a historic that a nominated landmark or historic district ~~does or does not meet the criteria for designation~~.
- b) Public Notice. Notice of the public hearing shall be distributed at least fifteen (15) days prior to the hearing, in the following manner:
1. By mail. Notice shall be sent by mail to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated historic landmark or historic district. Notice shall include the date, time, place, and purpose of the public hearing and a copy of the completed nomination form.
 2. Newspaper. Notice shall also be published in a newspaper having general circulation in the City. Notice shall include the date, time, place and purpose of the public hearing and shall state the street address and legal description of the nominated landmark and/or the boundaries of a nominated historic district.
- c) Public Hearing. Oral or written testimony concerning the significance of the nominated historic landmark or historic district shall be taken at the public hearing from any person concerning the nomination. The Preservation Commission may present expert testimony or present its own evidence regarding the compliance of the nominated historic landmark or historic district with the criteria for consideration of a nomination set forth in Section 44.8-4(B)(2). The owner of any nominated landmark or of any property within a nominated ~~preservation~~ historic district shall be allowed reasonable opportunity to present evidence regarding significance and shall be afforded the right of representation by counsel and reasonable opportunity to cross-examine expert witnesses. The hearing shall be closed upon completion of testimony.
- d) Determination by Planning Commission. Within thirty (30) days following close of the public hearing, the Planning Commission shall make a determination, based upon the evidence presented, as to whether the nominated historic landmark or historic district ~~does or does not meet~~s the criteria for designation. Such a determination shall be passed by resolution of the Planning Commission and shall be accompanied by a report stating the findings of the Planning Commission concerning the relationship between the criteria for designation in Section 44.8-4(B)(2), and the nominated historic landmark or historic district and all other information required by Section 44.8-4(B)(3). A concurring vote by a two-thirds (2/3) of Planning Commission members then holding office shall be required to reach a determination that a nominated historic landmark or historic district does not meet the criteria for designation.

Commented [ST4]: Existing text: Notice of the date, time, place, and purpose of the public hearing and a copy of the completed nomination form shall be sent by regular mail to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated landmark or historic district at least fifteen (15) days prior to the date of the hearing. Notice shall also be published in a newspaper having general circulation in the City. The notice shall state the street address and legal description of a nominated landmark and the boundaries of a nominated historic district.

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

- e) Notification of Determination. Within seven (7) days following determination by the Planning Commission, notice ~~of the determination~~ of the Planning Commission's determination, including a copy of the commission's resolution and report, shall be sent by regular mail to the nominator, owner of record of a nominated historic landmark and /or all owners of record of ~~all~~ properties within a nominated historic district. ~~within seven (7) days following adoption of the resolution. Within seven (7) days following a determination by the Planning Commission that the nominated landmark or historic district does not meet the criteria for designation, a copy of the resolution and report accompanied by a recommendation that the nominated landmark or historic district be designated shall be sent to the Council. A determination by the Planning Commission that the nominated landmark or historic district does not meet the criteria for designation shall not be valid unless such determination is approved by a two-thirds (2/3) vote of the Planning Commission members then holding office.~~
- 5. Appeal. A determination by the Planning Commission that the nominated historic landmark or historic district does not meet the criteria for designation shall be a final administrative decision reviewable under the Illinois Administrative Review Act provided, however, that the nominator or any owner of the nominated landmark or of property within the nominated historic district may within thirty (30) days after the postmarked date of the notice of the determination, file with the City Clerk a written appeal to the Council pursuant to the procedures contained in Section 44.17 of this Code.
- 6. City Council Action
 - a) Transmittal to City Council. The recommendations and reports of the Preservation Commission and Planning Commission shall be sent to the City Council within thirty (30) days following the Planning Commission's vote on the resolution, and shall be available to the public in the Office of the City Clerk.
 - b) Timeline. The City Council shall act upon a nomination to designate a historic landmark or historic district, or upon an appeal of the Planning Commission's findings to deny such nomination, within sixty (60) days after receiving the Planning Commission's recommendation and report, or a written appeal. The Council's action to deny historic designation or to reject an appeal shall be made in the form of a resolution; approval shall be made by ordinance, that the nominated landmark or historic district be designated or receiving a written appeal, either reject the recommendation or written appeal by formal resolution or designate the landmark or historic district by an ordinance. Any resolution or ordinance shall be accompanied by a written statement explaining the reasons for the Council's action ~~of the Council.~~
 - c) Public Hearing. The City Council may hold a public hearing before enacting the resolution or ordinance and provide notice and take testimony in the same manner as provided in Paragraphs a) and b) of this Section 44.8-4(B)(4).
 - d) Notification of Action. Within seven (7) days following City Council action on a nomination or appeal, the City Clerk shall provide written notification of the action of the Council by regular mail to the nominator, the appellant, and /or the owner(s) of record of the nominated landmark or ~~of~~ all owners of record of properties within a nominated historic district. The notice shall include a copy of the designation ordinance or resolution passed by the Council ~~and shall be sent within seven (7) days of the Council action.~~ A copy of each designation ordinance shall be sent to the

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

- Preservation Commission, the Planning Commission, and the Director of ~~Planning and Code Enforcement~~ Community Development.
- e) Designating Ordinance. Upon designation, the historic landmark or historic district shall be classified as a " S-4 Historic Preservation District" ~~overlay district juxtaposed over one (1) or more of the other districts established as provided in Section 44.8-4(A) of this Code in Sections 44.5-1 and 44.5-2 of this Code.~~ The designating ordinance may prescribe the significant exterior architectural features; the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness; the design guidelines for applying the criteria for review of appropriateness; and sign regulations. Procedures for issuance of certificates of appropriateness are contained in Section 44.17 of this Code.~~The official zoning map of the City shall be amended to show the location of the "S-4 Historic Preservation District"~~
7. Interim Control. No building permit shall be issued by the Director of ~~Planning and Code Enforcement~~ Community Development for alteration, construction, demolition, or removal of a nominated historic landmark or of any property or structure within a nominated historic district from the date of the Preservation Commission ~~meeting of the Preservation Commission~~ at which a nomination form is first presented until the final disposition of the nomination by the City Council unless such alteration, removal, or demolition is authorized by formal resolution of the City Council as necessary for public health, welfare, or safety. Unless extended by mutual agreement of the property owner(s), applicant and Director of Community Development, the delay of the permit shall not exceed ~~In no event shall the delay be for more than~~ one hundred eighty (180) days.
- C. Amendment and Rescission of Designation. Designation may be amended or rescinded upon petition to the Preservation Commission and compliance with the same procedure and according to the same criteria set forth herein for designation.
- D. Bulk Regulations.
1. The following bulk regulations shall apply to all permitted uses:
- a) Lot Regulations. To the extent that existing lot patterns, including lot size, shape and orientation, of platting or lotting contribute to the character of the S-4 Historic Preservation District, it is the intent of this Section to encourage continuation of such patterns and prevent future fragmentation of land ownership in a manner that would be inconsistent with, or likely to have adverse effects on such character.
1. ~~Therefore, Lots~~ or portions of lots existing at the time ~~such lots or portions thereof are classified into~~ of the S-4 Historic Preservation District designation may be combined ~~but,~~ subject to compliance with the designating ordinance and the general exceptions cited in Section 44.10-2 of this Code.
2. ~~It shall be unlawful for any such existing Lots~~ or combinations of lots or portions thereof in single ownership at the time of such zoning to the S-4 District to may only be reduced in width, depth or area ~~without the~~ subject to compliance with the standards of the underlying zoning district, the designating ordinance, and approval by the Preservation Commission in accordance with the procedures defined in Section 44.17 of this Code, of either a Certificate of Appropriateness in accordance with Section 44.11-5 of this Code or Certificate of Economic Hardship in accordance with Section 44.11-6 of this Code.

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

- b) Yard Regulations. Subject to the general exceptions cited by Section 44.10-2 of this Code and compliance with the standards of the underlying zoning district and designating ordinance, it shall be unlawful for front yards, side yards, rear yards or portions thereof existing at the time that such yards are classified into the S-4 Historic Preservation District to may be reduced in width, depth or area without the only upon approval by the Preservation Commission in accordance with the procedures defined in Section 44.17 of this Code, of either a Certificate of Appropriateness in accordance with Section 44.11-5 of this Code or a Certificate of Economic Hardship in accordance with Section 44.11-6 of this Code.
- c) Height Regulations
1. Existing Buildings or Structures. Subject to the general exceptions cited by Section 44.10-2 of this Code and compliance with the standards of the underlying zoning district and designating ordinance, it shall be unlawful for the height of buildings or structures or portions thereof existing at the time that such buildings or structures or portions thereof are classified into the S-4 Historic Preservation District to may be altered without the only upon approval by the Preservation Commission in accordance with the procedures defined in Section 44.17 of this Code, of either a Certificate of Appropriateness in accordance with Section 44.11-5 of this Code or a Certificate of Economic Hardship in accordance with Section 44.11-6 of this Code.
 2. New Buildings or Structures. Subject to the general ~~exemptions allowed~~ exceptions cited by Section 44.10-2 of this Code and compliance with the standards of the underlying zoning district and designating ordinance, it shall be unlawful for any a building or structure to may be constructed, placed or erected in the S-4 Historic Preservation District to any height above grade only upon without the approval by the Preservation Commission in accordance with the procedures defined in Section 44.17 of this Code, of either a Certificate of Appropriateness in accordance with Section 44.11-5 of this Code or a Certificate of Economic Hardship in accordance with Section 44.11-6 of this Code.
- d) Building Plan Permit Review. ~~No~~ A building permit ~~for any~~ authorizing a new building or structure, ~~or for any exterior improvement an exterior alteration~~ or addition to any existing building or structure in the S-4 Historic Preservation District shall only be issued by the Director of ~~Planning and Code Enforcement~~ Community Development subject to compliance with the designating ordinance and subsequent to review and approval by the Preservation Commission in accordance with the procedures defined in Section 44.17 of this Code, unless and until
1. ~~The construction plans and specifications for such building or structure or addition thereto have been reviewed by the Preservation Commission and until a Certificate of Appropriateness has been approved by the Preservation Commission as provided by Section 44.11-5 of this Code; or~~
 2. ~~A Certificate of Economic Hardship has been approved by the Preservation Commission in accordance with Section 44.11-6 of this Code. (Ordinance No. 2006-137)~~

Commented [ST5]: This seems overly broad. May want to carve out some exceptions via guidelines.

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

BLOOMINGTON ZONING ORDINANCE – DIVISION 9

DIVISION 9. GENERAL PROVISIONS

- 44.9-1 – Applicability
- 44.9-2 – General Exceptions
- 44.9-3 – Development on Nonconforming Lots
- 44.9-4 – Lots and Yards
- 44.9-5 – Permitted Encroachments
- 44.9-6 – Principal Building on a Lot
- 44.9-7 – Access for Buildings
- 44.9-8 – Temporary Uses
- 44.9-9 – Accessory Buildings and Uses
- 44.9-10 – Sight Distance Requirements
- 44.9-11 – Fence Regulations
- 44.9-12 – Performance Standards

44.9-1 – APPLICABILITY

The provisions of this Division apply to all zoning districts unless indicated otherwise. If there is a conflict between this Division and the individual requirements of a zoning district, the Zoning Administrator shall determine which standards control.

44.9-2 – GENERAL EXCEPTIONS

- A. Building Under Construction. Where a building permit has been lawfully issued prior to the effective date of this Code, and provided that construction is begun within six (6) months of the effective date of this Code and is diligently pursued thereafter, said building or structure may be completed in accordance with approved plans and may be occupied by the use originally intended. ~~If the building, structure or use is non-conforming, it such buildings, structures and uses shall be subject to the provisions of this Division 44.12 of this Code pertaining to non-conforming buildings and uses if the building or use is non-conforming. (see Section 44.4-6 of this Code). (Ordinance No. 2006-137)~~
- B. Uses and Structures Permitted in All Districts. The following uses and structures are permitted in all districts: light poles, traffic regulatory signs, directional signs, street name signs, utility poles, wires, cables, conduits, vaults, laterals, pipes, mains, valves, railroad rights-of-way containing railroad tracks, public rights-of-way, temporary buildings at construction sites (but only for the period for such construction), gas regulator stations, sewage lift stations, water wells and pumping stations. ~~Telecommunication antennas and telecommunication antenna facilities are not authorized unless placed on public right of way pursuant to an agreement with the City.~~ However, installation of the above-mentioned uses shall conform with all other applicable federal, state or local government rules and regulations not included in this Code. ~~(Ordinance No. 2006-137)~~
- C. Height Regulation Exemptions. The following uses and structures are exempted from the height regulations in this Code: spires, belfries, cupolas, water tanks, flag poles, public monuments, ~~agricultural structures,~~ chimneys, ventilators or other appurtenances usually

Commented [ST1]: My impression was that Bloomington staff did not want to exempt these structures – however, I think this deserves some additional consideration/discussion.

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

required to be placed above the roof level and not intended for human occupancy. Heights for signs shall be regulated by **Chapter 3** of the Bloomington City Code, 1960, as amended. (~~Ordinance No. 2006-137~~)

- D. Conversion of ~~Structures Originally Designed as Back to~~ Single-Family Dwellings ~~Back to Such Dwellings~~. It shall be permitted to convert any structure originally designed as a single-family dwelling back to a single-family dwelling in any zoning district established by Chapter 44, **Section 44.5-5.1** of the Bloomington City Code, 1960, as amended. Such conversion shall be allowed regardless of past or present use of the structure, or the zoning district which is regulating that use. (~~Ordinance No. 2006-137~~)
- E. ~~Telecommunication Antennas and Telecommunication Antenna Facilities shall be permitted, subject to, and governed by Section 44.4-9 of this Code and to the extent not inconsistent with said Section 44.4-9, such antennas and facilities shall comply with all other divisions of this Code. (Ordinance No. 2006-137)~~

44.9-3– DEVELOPMENT ON NONCONFORMING LOTS

- A. In any district in which single-family dwellings or two family dwellings are permitted, a single-family dwelling or a two-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Code, notwithstanding limitations imposed by other provisions of this Code. This provision shall apply even though such lot fails to meet the minimum requirements for area and/or width of the zoning district in which such lot is located, or both, that are generally applicable in the zoning district, provided that any new structure complies with all other minimum yard dimensions and requirements of the district other than those applying to area or width, or both, of the lot shall conform to the regulations for the zoning district in which such lot is located.
- B. When two (2) or more parcels of land, each of which lacks adequate area and dimension to qualify for a permitted use under the requirements of the zoning district in which they are located, are contiguous and are held in one (1) ownership, they shall be used as one (1) zoning lot for such use.
- C. ~~If two (2) or more abutting lots of record (or portions thereof), one (1) or more of which are nonconforming, become in single ownership, the land involved shall be deemed to be a single undivided parcel for the purposes of this Code, and no portion of said parcel shall be sold or used in a manner which diminishes compliance with lot width and area requirements established by this Code, except as allowed herein by special exception as follows:~~
- ~~1. In cases where two (2) or more abutting lots of record have become under single ownership and are deemed to be a single parcel as set forth herein, the Board of Zoning Appeals may grant a special exception to re-establish a lot of record previously combined with an adjacent lot in order to allow a single family dwelling and customary accessory buildings to be erected on said lot, notwithstanding a failure of such lot to meet the minimum requirements of this Code for lot area or lot width, provided the following conditions are met:~~
 - ~~a) Granting of the requested exception results in appropriate, compatible development with surrounding residential development;~~
 - ~~b) The dwelling must be located on a lot of record that it at least forty (40) feet in width; and~~
 - ~~c) The request meets all other standards and requirements of this Code for said lot other than those applying to lot area or lot width, or both.~~

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

44.9-4 – LOTS AND YARDS

- A. The minimum yard space required for one (1) structure or use shall not again be considered as the yard of any other, including an adjoining structure or use.
- B. Yards required by this Code shall be located on the same lot as the principal building or use.
- C. No lot shall hereafter be divided into two (2) or more lots and no part of a lot shall be sold unless all lots resultant lots conform to all yard regulations in the district where the lot is located ~~unless such sale is to the owner of any adjoining lot.~~
- D. The right-of-way of any public roadway, public alley or public accessway that exists by dedication, recorded easement or prescription and that is located on the lot shall not be included as part of the required yard.

44.9-5 – PERMITTED ENCROACHMENTS

No obstructions shall be allowed in any yard required by this Code. However, the following shall not be considered obstructions when located in the required yards specified, ~~subject to the requirements to maintain visibility at intersections contained in Section 44.4-5 E. of this Code.~~ subject to the applicable requirements of Table 44.9-5 and this Division 44.9.

TABLE 44.9-5: PERMITTED ENCROACHMENTS			
Encroachment	Front Yard	Side Yard	Rear Yard
Accessory buildings and uses as provided in Section 44.9-9 of this Code	No	<u>Yes</u>	<u>Yes</u>
Advertising signs, devices and nameplates in accordance with <u>Chapter 3</u> of the Bloomington City Code,	Yes	No	No
Agricultural use	Yes - Excludes buildings & structures		
Air conditioning compressors	Yes	Yes	Yes
Arbors, trellises, trees, shrubs and similar <u>landscaping features</u>	Yes	Yes	Yes
Awnings or canopies	Projecting \leq 25% of required yard depth		
Bay windows	Projecting \leq 3 feet into required yard	No	Projecting \leq 3 feet into required yard
Canopies over fuel pumps; fuel, air and water pumps in conjunction with automobile service stations	Set back \geq 13 ft from front lot line	No	No
Chimneys	Projecting \leq 2 ft. into required yard		
Detached residential garages and carports	No	No	Yes
Eaves and Gutters	Yes	Projecting \leq 2 ft. into required yard	Yes. Accessory structure eaves & gutters set back \geq 2 ft from lot line.
Fences as provided in Section <u>44.9-11</u> of this Code	Yes	Yes	Yes
Off-street parking facilities as provided in Division <u>7</u> of this Code	No	Yes	Yes
Balconies, open porches, terraces and decks	Projecting \leq 10 ft into required yard	No	Yes
Refuse storage areas (dumpsters)	No	Yes	Yes

Note: Any highlighted references refer to the current zoning code and will be updated to accurately reflect references in the proposed code upon completion of its drafting.

Sills, belt cornices, and other <u>similar</u> architectural features	Extending ≤ 18" into required yard		
	Steps, fire escapes, ramps necessary for access	Yes	Yes
Swimming pools, tennis courts and other similar recreational facilities	No	No	Yes
Storage buildings permitted as accessory structures	No	No	Yes

44.9-6 – PRINCIPAL BUILDING ON A LOT

- A. In an R-1A, R-1B, or R-2 District, not more than one (1) principal building shall be located on a lot of record or on a lot described by metes and bounds, except in the case of planned unit developments, and special uses and developments that require site plan review, as provided ~~for~~ in this Code, ~~not more than one (1) principal building shall be located on a lot of record or on a lot described by metes and bounds in the R-1A, R-1B, R-1C, R-1H or R-2 zoning districts.~~
- B. In all other districts and subject to the site plan review requirements in **Division 8** of this Code, more than one (1) principal building may be erected on a lot of record or on a lot described by metes and bounds ~~in the other districts provided for in this Code (R-3A, R-3B, R-4, S-1, S-2, S-5, C-1, C-2, C-3, B-1, B-2, M-1, M-2 or W-1)~~ provided that the yard, lot area, height and other requirements of this Code shall be met for each structure as though it were on an individual lot.

44.9-7 – ACCESS FOR BUILDINGS

Every building hereafter erected or moved shall be on a lot ~~adjacent to that abuts upon~~ a public street, or with access to an approved private street, and all structures shall be so located on lots as to provide safe and convenient access for servicing, rescue and fire protection vehicles and required off-street parking.

44.9-8– TEMPORARY USES

- A. Farmers' Markets and Temporary Sales on Business Premises. A farmers' market may be permitted as an accessory use to any principal permitted use in B-1, B-2, C-1 District; or as an accessory to school, place of worship or other institutional use in all districts. Temporary sales of goods and services may be conducted on the premises of business in any non-residential zoning district. ~~as long as the sale complies with~~ The following ~~restrictions~~ requirements shall apply:
1. Excluding farmers' markets, no more than three (3) ~~itinerant temporary~~ sales ~~are may~~ be held on the same premises during any calendar year.
 2. Excluding farmers' markets, the duration of ~~said temporary~~ sales shall be limited to no more than three (3) consecutive days and during the regular hours of the principal business.
 3. Farmers' markets may be conducted on a weekly or semi-weekly basis for a period of up to six (6) consecutive months during any calendar year.
 4. Farmers' markets and sales by other than the principal business ~~itself or principal~~ use must be licensed by the City of Bloomington. Such license shall be granted upon submission of the following:
 - a) Description of good/services to be sold;
 - b) Duration of the sale including ~~time~~ days and hours of operation;

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- c) Site plan showing the location of the proposed farmers' market or sale approved by the ~~Planning and Code Enforcement~~ Community Development Department;
 - d) Consent of the principal business owner/property owner;
 - e) A surety bond of at least \$3,000.00;
 - f) A minimum of \$20,000 in liability insurance;
 - g) Arrangements for customer parking;
 - h) Arrangements for use of the principal business or owner's sanitary facilities, if any;
 - i) IRS Tax Identification No.;
 - j) Illinois Sales Tax Number;
 - k) Contact information including name, mailing address, email address and telephone number of the home base and manager of the transient business or farmers' market;
 - ~~l) Name, address and home and local telephone numbers of the person in charge of the transient business;~~
 - m) Plans for temporary structures that may be constructed/installed for the use of the transient business approved by the ~~Planning and Code Enforcement~~ Community Development Department; and
 - n) \$50.00 filing fee per location or an annual fee of \$250.00 shall be applicable for Mobile Food Vending operations per Section 44.4-4 G.
5. Sales by the principal business itself shall be without a license, bond, liability insurance, etc. except that the activity must be registered with the City of Bloomington. Said registration shall require the submission of the items described in Section 44.9-8 A.3 (a), (b), (c), and (l).
 6. No farmers' market or sale on a parking lot shall be allowed that would obstruct traffic in the lot or reduce the number of parking spaces for the principal business below the number required by City Code.
 7. No farmers' market or sale shall be allowed closer than fifteen (15) feet from the front property line.
 8. No farmers' market or sale will be allowed that involves the use, placement, distribution or sale of hazardous materials as determined by the Bloomington Fire Chief or his or her designee.
 9. No food sale for consumption shall be allowed without approval of the McLean County Health Department.
 10. Where businesses abut a residential property, no farmers' market or sale will be allowed without the installation of an opaque fence at least six (6) feet high to protect said property from the activity.
 11. The premises must be cleaned of goods and debris after each farmers' market or sale.
 12. No sound system shall be used in conjunction with the farmers' market or sale.
- B. Temporary Seasonal Sales. ~~Intermittent-Temporary~~ sales involving agricultural products such as fresh produce and Christmas trees which by their nature are seasonal, may be allowed on the premises of a business in any commercial zoning district for the entire season on a daily basis, weather permitting, without regard to the limitations in Subsection 44.9-8 A.3 (a) and (b) herein.
- C. Temporary Sales on Vacant Land. ~~Intermittent-Temporary~~ sales on vacant land may only occur in ~~commercial-zoning business and manufacturing~~ districts. Such sales will only be permitted after the Director of ~~Planning and Code Enforcement~~ Community Development has determined that the requirements of other applicable City Codes have been met. Such sales must conform to the requirements of this Section with the additional requirement that

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- ~~sales except the hours requirements of Subsection 44.4-4 F.2.(b) herein; however, they~~ may not be conducted between the hours of 9:00 p.m. and 8:00 a.m.
- D. Temporary sales conducted during a civic event recognized by the City of Bloomington shall not be subject to the provisions of this Subsection **44.9-8**.
- E. Temporary outdoor storage (in shipping containers, storage containers, or in trailers) of materials for charitable and philanthropic organizations in business and manufacturing districts ~~the C-2 Neighborhood Shopping District, the C-3 Community/Regional Shopping District, the B-1 Highway Business District, the B-2 General Business Service District, the B-3 Central Business District, the M-1 Restricted Manufacturing District, the M-2 General Manufacturing District, and the W-1 Warehouse Park District;~~ shall be permitted in front, rear, and side yards subject to the following:
1. ~~Temporary outdoor storage shall be accessory to a principal permitted use; as an accessory use~~
 2. ~~Such, provided that such~~ temporary outdoor storage ~~use~~ shall not be located in any way that impedes on-site circulation or the use of any required off-street parking or loading spaces required by **Division 7** of this Code;
 3. ~~A and provided that a~~ permit for ~~such~~ temporary outdoor storage use ~~is shall be~~ obtained from the issued by the Director of Planning and Code Enforcement Community Development Director prior to the placement of any containers or materials.
 4. No containers shall be permitted on a site more than 90 days in any calendar year. ~~Temporary storage for goods, products and materials associated with construction or remodeling of the principal structure shall not be subject to this section.~~
- F. All signs and their use shall comply with **Chapter 3** of the Bloomington City Code, 1960, as amended.

44.9-9 – ACCESSORY BUILDINGS AND USES

On a lot devoted to a permitted principal use, customary accessory uses and structures are authorized subject to the following standards and any applicable off-street parking requirements: as specifically, or by necessary implication in this or any code, ordinance, rule or regulation applicable to the City. ~~The following requirements are applicable to all accessory structures and uses, in addition to the requirements for accessory off-street parking facilities:~~

- A. Accessory uses shall be compatible with the principal use and shall not be established prior to the establishment of the principal use, except as permitted hereafter.
- B. ~~The temporary outdoor storage (in shipping containers, storage containers, or in trailers) of materials for charitable and philanthropic organizations in the C-2 Neighborhood Shopping District, the C-3 Community/Regional Shopping District, the B-1 Highway Business District, the B-2 General Business Service District, the B-3 Central Business District, the M-1 Restricted Manufacturing District, the M-2 General Manufacturing District, and the W-1 Warehouse Park District; shall be permitted in front, rear, and side yards as an accessory use provided that such temporary outdoor storage use shall not be located in any way that impedes the use of any required off-street parking or loading spaces required by Division 7 of this Code and provided that a permit for such temporary outdoor storage use is issued by the Director of Planning and Code Enforcement. No containers shall be permitted on a site more than 90 days in any calendar year. Temporary storage for goods, products and materials associated with construction or remodeling of the principal structure shall not be subject to this section.~~

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- C. ~~Accessory uses shall not include the raising or keeping of animals or fowl or in such a manner as to violate Chapter 8 or Chapter 22 of the Bloomington Code, 1960, as amended.~~
- D. Accessory Uses. In addition to those uses permitted in a zoning district, the following accessory uses are permitted subject to the provisions of this sub-section and any additional requirements of Division 10.
 - 1. Beekeeping.
 - 2. Chicken Keeping.
 - 3. Columbariums, when accessory to a place of worship, cemetery, mortuary.
 - 4. Home Occupations
 - 5. Roadside Stands
- E. An accessory building or structure hereafter constructed, erected, placed, structurally altered, enlarged or moved, except as otherwise permitted in this Code shall be subject to the following bulk requirements:
 - 1. Except for roadside markets, no accessory building or structure shall be permitted within the required front or side yards of a lot, as set forth in each district. (For exemptions see Section 44.9-5 of this Code).
 - 2. Accessory buildings and structures shall comply with Table 44.9-9.

Districts	Maximum Height	Min. Distance to Principal Building Wall	Min. Distance to Rear or Side Lot Line	Min. Distance to Alley Right-of-Way Line
Agricultural Districts	Equal to permitted height of district	10'	3'	10' *
Residential Districts	14'	10'	3'	10' *
Business Districts	Equal to permitted height of district	10'	3'	10' *
Manufacturing Districts	Equal to permitted height of district	10'	3'	10' *
Public Interest Districts	Equal to permitted height of district	10'	3'	10' *

* When the entrance to the accessory building for motor vehicles is parallel to and facing such alley right-of-way line

- 3. The foregoing height limits shall not apply to telecommunication antennas and telecommunication antenna facilities authorized pursuant to Section 44.4-9 and Division 10 of this Code.
- 4. The gross floor area of an accessory building or structure to be constructed in any zoning district shall not exceed thirty (30) percent of the rear yard, nor shall it exceed following:
 - a) In an agricultural district or the R-1A, R-1B, R-1C, R-2 or R-4 District, the gross floor area of an accessory building or structure shall not exceed the ground floor of the principal building or one thousand (1,000) square feet, whichever is less of the lot such accessory building is to be constructed on the gross floor area of an accessory building or structure to be constructed in an A, R-1A, R-1B, R-1C, R-1H, R-2 or R-4 district shall not exceed the ground floor area of the principal building located on the same lot nor one thousand (1,000) square feet whichever is less.
 - b) In a business district, manufacturing district, public interest district or the R-3A or R-3B District, the cumulative gross floor area of an accessory building or structure in combination with the principal structure(s) shall comply with the gross floor area

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- ~~regulations for the zoning district in which it is located. to be constructed in a R-3A, R-3B, S-1, S-2, S-5, C-1, C-2, C-3, B-1, B-2, B-3, M-1, M-2, or W-1 district shall not exceed the ground floor area regulations for the lot that such accessory building or structure is to be constructed on as provided by Section 44.6-40 of this Code.~~
5. No manufactured home, mobile home or other similar portable structure or building shall be used as an accessory building or structure except when used incidentally to and temporarily for construction operations of a principal use, notwithstanding the following exceptions: provided however,
 - a) ~~lawn equipment~~ Storage buildings not exceeding one hundred forty-four (144) square feet in area and a maximum height of twelve (12) feet to the highest point on such building are permitted as accessory buildings. ~~Manufactured homes in a licensed manufactured home park or a manufactured home subdivision are permitted as principal structures when in accordance with applicable R-4 or R-IH requirements of this Code.~~
 - b) It shall be unlawful to use any portable on demand storage container or other similar portable structure as an accessory building or accessory structure located on any Residential District lot except when used temporarily during construction or moving operations of a principal use. Such portable containers or structures shall be removed from such Residential District lot within fourteen (14) consecutive days after the date of completion of such construction or moving operations
 6. An accessory building which is attached to a principal building shall be considered as a part of the principal building and shall be subject to all regulations governing the location of principal buildings.
 7. An accessory building which is not attached to a principal building may contain a rooming unit as an accessory use provided that such rooming unit is occupied by a person who is related by blood, adoption, or marriage to a member of the family occupying the a single-family dwelling in the principal building ~~located on the same lot as such accessory building~~ or provided that such rooming unit is occupied by a household servant employed by the family occupying the a single-family dwelling in such principal building.
 8. No incinerator shall be hereafter constructed, erected, placed, structurally altered, or enlarged in or within two thousand (2,000) feet of property in a residential district zoned R-1A, R-1B, R-1C, R-1H, R-2, R-3A, R-3B, or R-4.
- F. Agricultural Structures. Agricultural buildings that are used only for agricultural purposes, such as barns, silos, bins, sheds, and farm machinery sheds, shall not be considered accessory buildings or structures. Such buildings are principal agricultural buildings and shall comply with the district bulk standards.

44.9-10 – SIGHT DISTANCE REQUIREMENTS

- A. At Street Intersections. Except in the D-1 Central Business District, nothing shall be erected, placed, planted or allowed to grow in such a manner as to impede visibility between a height of two and one-half (21/2) feet and ten (10) feet above the top curb line grades of intersecting streets in the area defined by the visibility triangles illustrated in Figure I and Table I in Appendix A of this Code.
- B. At Intersections of Streets with Alleys and Driveways. Except in the D-1 Central Business District, at the intersection of a public or private street with a public or private driveway or alley no landscaping shall be placed, planted or allowed to grow in such a manner as to

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impede visibility between a height of two and one half (2½) and ten (10) feet above the curb top elevation of the street within the visibility triangle area formed by the street curb line intersection with the driveway or alley pavement line, and with the hypotenuse (third side of the triangle) connecting said curb line and said pavement line at distances from their intersection equal to twenty (20) feet along the driveway or alley line and thirty (30) feet along the street curb line.

44.9-11 – FENCE REGULATIONS

- A. General Standards. Fences erected in the City of Bloomington shall comply with the following standards.
 1. A fence may be located on a lot line and shall not protrude in full or in part onto any adjacent property or right-of-way.
 2. The fence height shall be measured from the established grade on the fence owner's property to the top most section of said fence.
 3. All supporting poles must be placed on the inside of the property where the fence is erected, and the finished side must face out away from the property.
 4. No fence shall be constructed in any drainage or access easement.
 5. No fence shall be constructed in any utility easement except wherein a release has been given in writing by the owner of the property absolving the city and/or utility company from all liability and damages resulting from the repair, inspection, maintenance, installation or removal of utilities. The city and/or utility shall in no way be held liable for the replacement, repair, or re-erection of any fence within said easement.
- B. Fence Materials. Fences shall not be constructed of barbed wire, electrically charged fence or topped with sharp edged materials; provided however, that the Director of Community Development may authorize protective fencing inclusive of barbed wire or fences topped with sharp edges in a Manufacturing or P-3 District, where such fences are not adjacent to a Residential District, park, school or other public institution and are not visible from the public right-of-way.
- C. Maximum Fence Height

Districts	Front yard	Side Yard	Rear Yard
<u>Agricultural Districts</u>	<u>8'</u>	<u>8'</u>	<u>8'</u>
<u>Residential Districts</u>	<u>4'</u>	<u>6'</u>	<u>6'</u>
<u>Business Districts</u>	<u>4'</u>	<u>8'</u>	<u>8'</u>
<u>Manufacturing Districts</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Public Interest Districts</u>	<u>4'</u>	<u>8'</u>	<u>8'</u>

44.9-12 – PERFORMANCE STANDARDS

- A. Applicability. The standards of this Section are applicable to all development in all zoning districts unless otherwise noted. All uses shall also comply with all applicable Federal and state requirements that exceed the requirements of this ordinance.
- B. General Standards. No land or building in any district shall be used or occupied in any manner that creates any dangerous, injurious, noxious, or otherwise objectionable fire, explosive, or other hazard, noise or vibration, smoke, dust, odor, or other form of air pollution, heat, cold, dampness, electrical or other substance, condition, or element in such

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a manner, or in an amount, as to affect adversely the surrounding area or adjoining premises.

C. Noise. The following standards shall apply to any zoning district, excluding the agricultural and manufacturing districts and the P-3 Airport District.

1. The operation of the amusement center a use shall be conducted in a manner so that the intensive sound level in adjacent occupiable areas at the nearest property line of any occupied use (excluding such uses in the agricultural and manufacturing districts and the P-3 Airport District) shall not exceed the following noise standards (decibels) for the cumulative periods:

<u>Nature or Character of Intrusive Noise-Duration of Measurement (cumulative period)</u>	Noise Standard (Maximum dB)
30 minutes in any hour	45
15 minutes in any hour	50
5 minutes in any hour	55
1 minute in any hour	60
Anytime	65

2. If the ambient sound level within the adjacent occupy-able area use exceeds the applicable standard for the cumulative period specified above, the applicable standard for that period shall be the ambient sound level.
3. Pure or Impulsive Noise. If the source of noise in an amusement center a use emits a pure or impulsive noise, the noise standards for the applicable period shall be reduced by five (5) decibels.
4. Measurement Period and Sound Level Meter. For the purposes of enforcement of these conditions a sound level meter which satisfies the requirement of the American National Standards Institute (ANSI) S1 4-1971 (or the most recent revision thereof) or Type S2A meter shall be used. The measurement period shall be anyone (1) hour period during the hours of the amusement center's use's operation.

D. Outdoor Lighting.

1. General. All outdoor lights used to illuminate any lot hereafter rezoned to in a business, manufacturing or public interest district S-1, S-2, S-5, C-1, C-2, C-3, B-1, B-2, B-3, M-1, M-2 or W-1 which is contiguous that is adjacent to or across a street or alley from any lot rezoned in a residential district R-1A, R-1B, R-1C, R-1H, R-2, R-3A, R-3B or R-4 shall be so shielded and directed as to protect such residentially zoned lots from direct or reflected glare.
2. Submission Requirements. Installation of outdoor lighting for any parking lot, proposed new development or similar purpose shall be subject to review and approval by the Department of Community Development. All lighting plans must be prepared by a qualified lighting professional. The lighting supplier shall be required to submit a certificate of compliance to the City to verify the installation of the proper light fixtures. Lighting plans must include the following information:
 - a) A site photometric plan indicating footcandle (fc) levels at grade to the lot lines.
 - b) Specifications for all luminaires, poles, and luminaire mounting arms.
 - c) Lighting specifications including footcandle initial averages and maximum-to-minimum uniformity ratio.

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- d) The location, mounting height and lamp intensity for all exterior luminaries.
- e) An after-hours security lighting plan indicating not more than 33% of site lighting as operational.
- 3. Architectural Compatibility. Outdoor lighting fixtures must be compatible with the architectural elements located throughout the development.
- 4. Prohibition Against Glare. Outdoor lighting shall not create a glare that may be hazardous for motorists, bicyclists, or pedestrians.
- 5. Luminaires. In order to prevent unreasonable light pollution, any luminaire and all non-decorative, wall-mounted luminaries used for area light shall use a full cutoff luminaire positioned in a way that the cutoff effect is maximized. Tilt arms are prohibited. Decorative light fixtures must include internal louvers to minimize glare as determined by the Department of Community Development.
- 6. Facade and Fascia Lighting.
 - a) The exterior building façade lighting power shall not exceed 0.25W/ft² of the illuminated area. Floodlights used for facade lighting may be no farther from the building than one-third (1/3) the distance of the building height. The mounting height of such floodlights shall not exceed the building height.
 - b) Fascia lighting is limited to the street-facing side of the building and may not exceed an area twice the size of the building sign.
- 7. Lighting Context. Outdoor lighting must consider existing light sources that impact the site and land uses that will be impacted by the lighting.
 - a) In order to prevent lighting redundancy, proposed new outdoor lighting must factor in existing light affecting the site, including light provided by public light fixtures.
 - b) All outdoor lighting shall have fixtures that shield affected residential areas and public rights-of-way from all direct light.
- 8. Light Levels, Luminaire Mounting Position, and Timing of Parking Areas.
 - a) Lighting levels must meet a uniformity ratio of 20:1.
 - b) Average initial light levels may not exceed 1 fc in residential zoning districts, and shall not exceed 2 fc in other districts regulated by this ordinance.
 - c) Light levels created by proposed new outdoor lighting shall not exceed 1 fc at the property line.
 - d) Canopy lighting. All lighting under a canopy must be cutoff or recessed, with no lens dropping below the horizontal plane of the canopy. Light levels under the canopy shall not exceed an average of 25 fc at grade.
 - e) Display areas. Areas dedicated to the display of merchandise may have an average light level of up to 10 fc.
 - f) All exterior lighting shall be controlled by a photo sensor, time switch, or other automated mechanism that reduces exterior lighting when sufficient daylight is available and extinguishes no more than one hour after the close of business, excluding lighting for security purposes. Site security lighting shall not exceed 33% of the luminaries. Individual luminaries may not increase intensity for security lighting purposes.
- 9. Lighting Exceptions.
 - a) All temporary lighting needed by the police, fire, or other municipal departments, emergency services, as well as all vehicular luminaires, shall be exempt from the requirements of this article.

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- b) All hazard warning luminaires required by law are exempt from the requirements of this article.
- c) Recreational and outdoor event lighting, for events permitted by the City of Bloomington, is exempt only during times the lighted area is in use. Nonetheless, recreational and outdoor event lighting shall be installed in a way that minimizes light emitted above the horizontal plane of the luminaires and light spillover onto adjacent property.
- d) Lighting ordinarily associated with a holiday.
- e) Other exceptions as required by law.