

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, January 8, 2007.

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

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

Aldermen: Joseph "Skip" Crawford, Kevin Huette, Allen Gibson, Michael Matejka, John Hanson, Jim Finnegan, Steven Purcell, Karen Schmidt and Mayor Stephen F. Stockton.

City Manager Tom Hamilton, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

The following was presented:

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

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The ninth partial payment to Supreme Radio Communications, Inc. in the amount of \$1,075 on a contract amount of \$12,900 of which \$9,675 will have been paid to date for work certified as 75% complete for the Service Maintenance Agreement with Supreme Radio. Completion date – April 2007.
2. The third partial payment to The Pantagraph in the amount of \$11,683.52 on a contract amount of \$30,000 of which \$20,696.96 will have been paid to date for work certified as 68.99% complete for the 2006-2007 Seasonal Advertising Services. Completion date - April 2007.
3. The nineteenth partial payment to Clark Dietz, Inc. in the amount of \$659.72 on a contract amount of \$330,000 of which \$307,301.73 will have been paid to date for work certified as 93% complete for the Hamilton Road – Timberlake to Main Street. Completion date – January 2007.
4. The fourteenth partial payment to Stark Excavating, Inc. in the amount of \$143,650 on a contract amount of \$1,399,893.75 of which \$1,251,374.53 will have been paid to date for work certified as 89% complete for the Euclid Avenue – Oakland to Washington. Completion date – January 2007.
5. The eleventh partial payment to Clark Dietz, Inc. in the amount of \$2,266 on a contract amount of \$140,000 of which \$99,204.82 will have been paid to date for work certified as 71% complete for the Locust – Colton CSO Study. Completion date – January 2007.
6. The first partial payment to The Grove on Kickapoo Creek, LLC in the amount of \$224,414.95 on a contract amount of \$321,261.79 of which \$224,414.95 will have been paid to date for work certified as 70% complete for the Grove on Kickapoo Creek (a/k/a Eastlake Subdivision) West Trunk Sewer Extension. Completion date – June 2007.

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

Respectfully,

Tom Hamilton
City Manager

Alderman Crawford questioned Payment 5. The eleventh partial payment to Clark Dietz, Inc. in the amount of \$2,266 on a contract amount of \$140,000 of which \$99,204.82 will have been paid to date for work certified as 71% complete for the Locust – Colton CSO Study. Completion date – January 2007. He questioned if this project included the Eastgate area drainage issues. Doug Grovesteen, Director of Engineering, addressed the Council. This project involved CSO (Combined Sewer Outfall) elimination. The study is completed and the City has received a draft report. This report contains possible solutions. There were several options to address this combined sanitary/storm sewer. Alderman Crawford questioned when the City would receive the final report. Mr. Grovesteen believed that the report would be received in the next thirty (30) days.

Mayor Stockton questioned the impact of this project upon other drainage issues. Mr. Grovesteen noted that this project involved overflow issues due to the combination sewer. He noted that the goal would be to separate the flows, (sanitary/sewer). This would mean that new sewers would be needed. Mayor Stockton questioned when the Council would be presented with the various options. Mr. Grovesteen noted that staff needed time to review the options. He believed that the report contained some great ideas.

Motion by Alderman Crawford, seconded by Alderman Purcell that the payments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payment for the Repair of a Motor at the Division Street Pump Station

Staff has initiated an aggressive maintenance program in order to move from a reactive to a proactive organization focusing on predictive maintenance. To this end, several pumping units

that have not been maintained for years have been disassembled and inspected for wear. The electric motor on one of the pumps at the Division Street pump station was determined to be extremely worn, but repairable, during an inspection. A new electric motor would cost in excess of \$25,000. When initially removed and sent to the repair center, staff believed that this repair would be under \$5,000, however when disassembled, the extent of the repairs needed were greater than anticipated.

Staff respectfully requests that Council authorize payment of the invoice of \$8,816 from Foremost Industrial Technologies, for the repair of the electric motor with payment to be made with Water Department, Operations and Maintenance Funds, Transmission, Distribution and Pumping Division, Other Repair and Maintenance Account (5010-X50120-70590).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Purcell that the payment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of Cost Summary for Ameren to Relocate Existing Electric Facilities to Accommodate the Construction of Fox Creek Road

Council awarded a contract for the Fox Creek Road & Scottsdale Avenue improvements at the September 25, 2006 meeting. In order to construct part of the new Fox Creek Road, Ameren must relocate existing buried electric lines and related surface facilities. The existing electric facilities were installed in private easements; therefore, the City is obligated to pay for the relocation.

Ameren has submitted a cost estimate for the relocation in the amount of \$55,090.90. Once the relocation is complete, Ameren will submit an invoice for the actual cost. Staff has examined the cost summary submitted by Ameren and finds it acceptable.

Staff respectfully requests that Council approve Ameren's cost summary for the relocation of their electric facilities and further approve payment of up to \$55,090.90 upon receipt of Ameren's invoice. Payment for this work will be made from 2003 Bond Funds X40152-72530.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Purcell that the payment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Solicit Bids for Outdoor Front Lawn Sign and Related Equipment

Staff respectfully requests permission to solicit bids to secure a front lawn sign and related programming equipment for the Bloomington Center for the Performing Arts.

Staff will prepare bid documents, review bids submitted and return to Council with a recommendation. Funding for this project will come from account X21100-72620 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Purcell that the Request to solicit bids for an Outdoor Sign and Related Equipment for the Bloomington Center for the Performing Arts be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Waive the Formal Bidding Process and Approve Plumbing Work Related to Water Meter Upgrades

Staff is reevaluating many large water meter installations as part of the new large meter testing program. Several meter installations in commercial or multi-unit buildings that have wide variances in flow volumes, (such as hotels, schools and large apartment buildings) that were surveyed were found to be unacceptable. Several problems include: 1.) the meters were installed too close to fittings or valves; 2.) the valves are incorrect for proximity to a meter (butterfly valves vs. gate valves); 3.) they do not have strainers (for flow straightening and debris collection); 4.) there are no bypasses, and 5.) the meter choice was not the optimal type of meter for the given usage patterns in the building.

Staff approached each of these businesses regarding correction of these problems so that the correct style of meter is placed in a setting that it is designed to work accurately.

In order for staff to install the correct meter, it is necessary to remove the old meter and the plumbing upgraded. Therefore, staff requested quotes from four (4) plumbing contractors to complete this work at several different locations. The quotes were requested separately for each location and not as a package.

Three (3) contractors responded. Staff reviewed the quotes and found that Spaid Mechanical provided the lowest quote on eight (8) of the separate jobs. D & R Plumbing provided the lowest quote for one (1) location. Staff has reviewed these quotes and finds them to be competitive.

Staff respectfully requests that Council waive the formal bidding process and award the work to Spaid Mechanical for the eight (8) jobs for the total amount of \$21,105 and D & R Plumbing for \$4,980 for one (1) location. Payment for this work will be made from the Water Department,

Transmission, Distribution and Pumping Division, Operations and Maintenance Funds, Meters account, (X5010-50120-71730).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 01

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING SPAID MECHANICAL TO UPGRADE EIGHT (8) WATER METERS
IN THE TOTAL AMOUNT OF \$21,105; AND TO D & R PLUMBING TO UPGRADE
ONE (1) WATER METER IN THE TOTAL AMOUNT OF \$4,980**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to issue Purchase orders to Spaid Mechanical to upgrade eight (8) water meters in the total amount of \$21,105; and to D & R Plumbing to upgrade one (1) water meter in the total amount of \$4,980.

Adopted this 8th day of January, 2007.

Approved this 9th day of January, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Huette questioned this item. It addressed four (4) locations which had relatively new buildings. He noted that the City was taking corrective action. He questioned future action. Tom Hamilton, City Manager, addressed the Council. He noted that Craig Cummings, Director of Water, was not present at this evening's meeting. He expressed his hope that the City would continue to take corrective action. Alderman Huette noted that if the equipment was faulty, then the City should move ahead with replacement. He stressed that the City should not make the same mistake again.

Motion by Alderman Crawford, seconded by Alderman Purcell that the formal bidding process be waived, eight (8) water meter upgrades be awarded to Spaid Mechanical in the total amount of \$21,105; one (1) water meter upgrade awarded to D & R Plumbing in the total amount of \$4,980, the Purchasing Agent authorized to issue Purchase Orders for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Hire an Enterprise Application Consultant

For years, staff has been researching and considering ways to bring the many disparate pools or “silos” of information throughout the City into a more manageable and integrated system. Out of necessity over the years, departments within the City have created and/or purchased software systems that help them manage their day-to-day business. Although this was a positive thing that was often done with the help of the Information Services Department, it has created an environment of multiple separate systems that are difficult, if not practically impossible to integrate. This lack of integration makes it difficult for staff to provide City management with critical information needed in a timely manner and impossible to share information between City departments in real-time.

Due to the age and functionality of some of the systems in place throughout the City, staff believes that this is an ideal time to look at the applications in use (and some that are not in use but needed) throughout the City from a more global (or enterprise) perspective. The goal would be to create a more integrated environment where sharing of information is an easier process.

There are systems available today that are created with public administration in mind. These systems are created from the ground up, specifically aiding in the daily management of municipalities, and help them communicate with their citizens. Although unknown at this point, staff believes that there is a possibility that the time is right for this type system.

In depth research is required in order to determine if an enterprise system is right for the City. Staff believes this research would be best performed by a consultant with experience in these types of systems and has knowledge of how a municipality operates; and one that can bring years

of experience in dealing with similar municipalities to bear, while interviewing all departments, to eventually help determine whether one of these systems would be a good fit.

Staff has worked with Technical Design Services, Inc. (TDSi) on a number of recent projects. Through other divisions of TDSi, staff has received (or is currently receiving) consultation to design the low voltage cabling infrastructure for the US Cellular Coliseum, design, release, and evaluate request for proposals, (RFP) for the City's wireless LAN infrastructure; assess security needs for the US Cellular Coliseum, Downtown surveillance cameras and overall security system needs.

TDSi also offers public administration consulting that staff believes is necessary for the success of a project of this magnitude. Staff also believes that their experience in managing similar projects with other municipalities and their overall familiarity with the City through the aforementioned projects, makes them an ideal candidate for this project.

TDSi has provided a proposal for a Preliminary Enterprise Applications Needs Assessment. The proposal details the scope and deliverables of this preliminary process and a cost estimate in an amount not to exceed \$34,386, including travel expenses.

Staff respectfully requests that Council approve a contract with Technical Design Services, Inc. for a Preliminary Enterprise Application Needs Assessment in an amount not to exceed \$34,386 and the Mayor and City Clerk be authorized to execute the necessary documents. Payment for these services would come from funds budgeted in the Information Services Other Professional and Technical Services (F11610-70220) and Travel (F11610-70770) accounts.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 02

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND APPROVING A CONTRACT WITH TDSi FOR A PRELIMINARY ENTERPRISE APPLICATION NEEDS ASSESSMENT FROM TECHNICAL DESIGN SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$34,386

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

1. That the bidding process be waived and the contract with Technical Design Services, Inc. be approved for a Preliminary Enterprise Application Needs Assessment in an amount not to exceed \$34,386.

Adopted this 8th day of January, 2007.

Approved this 9th day of January, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

AGREEMENT

This Agreement, Made and entered into this February 12, 2007, by and between Technical Design Services, Inc., first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did request a proposal for furnishing all labor and expenses for the professional services of the *Preliminary Enterprise Application Needs Assessment* project for said City.

AND WHEREAS, in pursuance of said request said first party, did on *Tuesday, December 12, 2006*, submit this proposal to said City of Bloomington for furnishing all of the labor and expenses for the professional services of the *Preliminary Enterprise Applications Needs Assessment* project, on file in the Information Services office of said City. A copy of which is hereby referred to and made a part hereof by reference, and said first party was awarded the contract for the professional services by Council approval on Monday, January 8, 2007.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor and expenses for the completion of the professional services, in accordance with the said proposal made a part hereof.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed heron, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

January 8, 2007

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ATTEST:

CITY OF BLOOMINGTON

Tracey Covert, City Clerk

By: Stephen F. Stockton, Mayor

WITNESS:

CONTRACTOR

Frank Cerchio
Technical Design Services, Inc.

Motion by Alderman Crawford, seconded by Alderman Purcell that the formal bidding process be waived, the contract with TDSi be approved in an amount not to exceed \$34,386, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Purchase of New and Replacement Microcomputers, Printers and Accessories

In the FY 2006-2007 budget, funds were budgeted to provide for the purchase of new office computers and printers, and to replace fully depreciated obsolete computers, printers and peripheral equipment. After research into today's technology and pricing standards, staff is again proposing to purchase from Hewlett Packard's Western States Contracting Alliance(WSCA) buying consortium, which provides deep discounts on these technology items. Staff has tested WSCA pricing against both local and national vendors, and has found it to be the overall lowest price while also greatly simplifying the purchase process.

During the April 4, 2006 meeting (as in prior fiscal years), Council authorized staff to purchase directly from Hewlett Packard's WSCA contract, which has been previously competitively bid.

FY 06-07 Equipment Purchase	HP Western States Contracting Alliance	\$95,443.98
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Staff respectfully requests that the City Council authorize the Purchasing Agent to issue a purchase order for \$95,443.98 to HP Western States Contracting Alliance, with payment to be made with funds budgeted in the Computer Services Equipment Fixed Asset (F11610-72120) and Office and Computer Supplies (G11610-71010) accounts.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Purcell that the new and replacement microcomputers, printers, servers and accessories be purchased from HP Western States Contracting Alliance in the amount of \$95,443.98, and the Purchasing Agent authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proposed Change Order for US Cellular Coliseum Infrastructure Improvements

This project, which included the construction of new concrete pavement on Front St., Lee St., Roosevelt Ave. and Olive Street, adjacent to the US Cellular Coliseum, has been completed. Since it became necessary to complete the construction of Lee Street and Front Street during the winter construction season, it was necessary to protect the new concrete pavement from low temperatures. The additional cost for cold weather protection of the new concrete pavement was \$25,630.31.

Original Contract Amount	\$1,250,603.92
This Change Order	<u>25,630.31</u>
Completed Contract	\$1,276,234.23

Staff respectfully recommends that Council approve this Change Order in the amount of \$25,630.31 to Rowe Construction Company for extra work done on the US Cellular Coliseum Infrastructure Improvements project with payment to be made with CIF Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 03

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$25,630.31 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND ROWE CONSTRUCTION COMPANY FOR THE US
CELLULAR COLISEUM INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction Company for the US Cellular Coliseum Infrastructure Improvements; and

WHEREAS, for the reasons set forth in a staff report dated January 8, 2007 it was necessary to protect the new concrete pavement from low temperatures;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the January 8, 2007 memo was in the best interest of the citizens of the City of Bloomington.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$25,630.31 in the contract between the City of Bloomington and Rowe Construction Company for the US Cellular Coliseum Infrastructure Improvements be approved.

PASSED this 8th day of January, 2007.

ADOPTED this 9th day of January, 2007.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Crawford, seconded by Alderman Purcell that the Change Order in the amount of \$25,630.31 be approved and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Division Street Combined Sewer Overflow Elimination Phase II Analysis of Bids

Bidding proposals for the Division Street Combined Sewer Overflow (CSO) Elimination Phase II were received until 2:00 p.m. Wednesday, December 20, 2006, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

George Gildner, Inc.	\$388,479.00 Low Bid
Stark Excavating, Inc.	\$759,897.06
Engineer's Estimate	\$527,610.00

The Division Street CSO Elimination Phase II involves the construction of new storm sewers on portions of Division, Main, Emerson, and Center Streets. Existing storm inlets are slated to be removed from the existing combination sewer system, leaving it to convey only sanitary flows, and new inlets will be constructed to convey water to the new storm sewer system. The project represents a continuation of work completed this past July. This project was not included in the Capital Improvement Budget for the current fiscal year. There are sufficient Storm Water Funds available to do the work.

This project is being completed in accordance with an Illinois Environmental Protection Agency (IEPA) Compliance Commitment Agreement. Failure to award the project will cause the IEPA to refer the matter to the Office of the Attorney General, the McLean County State's Attorney or the United States Environmental Protection Agency (USEPA).

Staff respectfully recommends that Council accept the low bid of George Gildner, Inc. in the amount of \$388,479 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this work will be made with Storm Water Depreciation Funds (X55200-72550).

January 8, 2007

1347

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Purcell that the bid be awarded to George Gildner, Inc. in the amount of \$388,479, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Contracts

Staff respectfully requests approval of contracts to engage persons and/or groups represented by Skyline Music LLC, Vining Productions/The Booking Group, SRO Artists Inc., Fleming Artists and New Frontier Touring to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Base expenses for the contracts will be \$75,000.

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

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

Staff respectfully recommends accepting the contracts for the performances and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funding for these

contracts will come from account X21100-70220 of the Cultural District budget, to be offset by future revenues.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

(CONTRACTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Purcell that the contracts with Skyline Music LLC, Vining Productions/The Booking Group, SRO Artists Inc., Fleming Artists and New Frontier Touring be accepted in an amount not to exceed \$75,000 and that the Mayor and City Clerk be authorized to execute said contracts.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Ernestine Jackson

Subject: Dr. Martin Luther King, Jr., Awards Luncheon Speaker for 2007

The Human Relations Commission has identified a speaker for the 2007 Dr. Martin Luther King, Jr. Awards Luncheon, to be held on January 13, 2007, at the Interstate Convention Center. The speaker selected by the Commission is Ms. Lani Guinier, a Harvard Law Professor and a noted civil rights lawyer. Ms. Guinier was very active with the NAACP Legal Defense Fund during the Civil Rights Movement.

Ms. Guinier is available for the date chosen for the event. Staff respectfully requests that a contract with Ms. Guinier be approved in the amount of \$12,500. The Town of Normal will pay one half of this amount. Funds for this speaker will come from account code #11420-79110, (Human Relations/Community Relations).

January 8, 2007

1349

Respectfully,

Ernestine Jackson
Equal Opportunity Associate

Tom Hamilton
City Manager

AGREEMENT

This Agreement made and entered into this date, by and between Keppler Associates, Inc. (“Associates”) and City of Bloomington (“Sponsor”).

SPEAKER: Professor Lani Guinier

DATE OF EVENT: Saturday, January 13, 2007

TITLE or TOPIC: “Lift Every Voice”

LOCATION OF EVENTS: Interstate Conference Center Bloomington, IL

SCHEDULE OF EVENTS:

1:00 PM - Luncheon

2:00 PM – Speech

For and in consideration of \$12,500.00 plus first class expenses for two to be paid by Sponsor. Keppler Associates, Inc. hereby agrees on behalf of Speaker to provide the services of Speaker for the Sponsor at the above-specified time and place. Sponsor shall also pay Speaker’s expenses or other transportation charges and expenditures, local lodging and meals, taxicab or limousine fares, and any other expenses made necessary by the Speaker’s trip to, presence in, or trip from the city in which the program is presented, unless otherwise noted.

Sponsor agrees to return this Agreement on or before April 7, 2006. A deposit of \$6,250.00 is due April 14 2006. The balance due of \$6,250.00 is to be received by this office on or before December 29, 2006. Any amount not paid by the above mentioned dates will accrue a finance charge of 1 1/2% per month.

The terms of this Agreement are fully set forth above, and in the “Additional Conditions of the Contract” on the reverse side. No additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements, etc. shall be planned by the Sponsor nor expected of the Speaker, unless expressly contained as a part of the terms of this Agreement. The honorarium above is understood to be for the lecture program only; any other activities are to be treated independently unless contained in the Agreement. The representative of the Sponsor, in signing this Agreement, warrants that (s)he signs as the duly authorized representative of the Sponsor. Please see additional conditions of this contract on the reverse side.

*The attached rider is also incorporated into this agreement:

Sponsor: City of Bloomington

Phone: (309) 434-2218

Contact: Ms. Ernestine Jackson

Fax:

Address: 109 East Olive Street, Bloomington, IL 61701

E-Mail: ejackson@cityblm.org

ADDITIONAL CONDITIONS OF THE CONTRACT

The Sponsor agrees to furnish a suitable place for the lecture or performance, properly lighted, heated and/or cooled, with an adequate public address system. The Sponsor further agrees to pay any and all state and local taxes and fees, to obtain all necessary licenses and insurance and to provide local transportation for the Speaker and/or his party. No lecture or performance is to be broadcast, recorded, video taped or otherwise reproduced without the express written consent of Associates or Speaker. Sponsor agrees that the Speaker is Associates' principal, and that Associates shall not be responsible in any way for the Speaker's acts, omissions, statements, or any commitment made by the Speaker.

This Agreement is binding on both parties and cannot be cancelled except as hereinafter provided. Associates and Sponsor mutually agree that either party may cancel this Agreement and that all parties shall be released from any and all liability or damages hereunder if Associates, the Speaker or the Sponsor is unable to fulfill the terms of this Agreement due to an act of God, illness or physical disability of the Speaker, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, flood, fire, interruption or delay of transportation, or any other cause beyond the control of the parties. If for any reason, the Speaker is delayed or cannot appear, Associates will use its best efforts to notify the Sponsor, to arrange a mutually agreeable change of date and/or a substitute speaker of the Sponsor's choosing, or, if necessary and desired by the Sponsor, Associates will agree to the cancellation of this Agreement. Sponsor and Associates further agree that, should the Speaker be unable to appear as scheduled due to illness, unforeseen emergency, or overriding professional commitments, Associates will have no liability for expenses or losses incurred by the Sponsor, and that Associates will refund any deposits it has received from the Sponsor. In the event that the Speaker is unavoidably delayed, but arrives and presents his/her program in full as directed by the Sponsor, the engagement will be considered to have been completed as agreed, and all fees, honoraria, and other charges shall be due in full unless otherwise agreed to, in writing, by Associates or the Speaker.

Except for cancellation for reasons outlined in the preceding paragraph, it is agreed that any deposit paid is nonrefundable in the event of cancellation by the Sponsor. If any unauthorized cancellation by the sponsor is made more than 90 days prior to the date of the program, Sponsor shall be responsible for one half of the consideration to be paid by the Sponsor hereunder, with the amount of any deposit to be credited against such amount. If any cancellation by Sponsor is made less than 90 days prior to the date of the program, Sponsor shall be responsible for the entire consideration to be paid by the Sponsor hereunder, with the amount of any deposit to be credited against such amount. Sponsor agrees that the foregoing represents a fair and equitable measurement of the damages for which Sponsor shall be responsible.

Please do not publicize this program until you have received your copy of this Agreement Please sign and return all copies for countersignature by the date specified along with any required

deposit. An executed Agreement will be mailed to you promptly. Associates reserve the right to declare this Agreement null and void if the required deposit is not received as provided.

Please be sure all information is accurate before signing and returning to us. No alterations or additions to this Agreement may be made without our written approval.

This agreement shall be governed in accordance with the laws of the Commonwealth of Virginia.

Any controversy or dispute relating to or arising under this Agreement shall be resolved by arbitration in accordance with the rules then existing of the American Arbitration Association. Any arbitration hereunder shall be before at least three arbitrators (all of whom shall be chosen by the American Arbitration Association), and the award of at least a majority of them shall be final, and judgment upon the award rendered may be entered in any state, federal or other court having jurisdiction. The prevailing party shall be entitled to reimbursement from the other party for all costs and expenses (including reasonable attorneys fees) incurred by the prevailing party in connection with such controversy or dispute.

**RIDER
LANI GUINIER**

Presentations by Lani Guinier have the following requirements:

1. Ms. Guinier requires a podium with a stationary microphone and a glass of water.
2. If a meal is being served, she has the following dietary restrictions: no dairy products (especially no cream), milk, cheese or yogurt.
3. Ms. Guinier does not require professional car service on-site; however she does ask that someone meet her at BAGGAGE CLAIM upon arrival.
4. When a book signing is included in the schedule, the sponsor is responsible for arranging the book signing with a local bookstore to sell The Miner's Canary and, whenever possible, other books by Ms. Guinier (Who's Qualified?, Becoming Gentlemen and Lift Every Voice).

Please indicate your agreement with these terms by signing and returning both copies of this rider with our contract.

The Bloomington Normal Human Relations Commission

Kepler Speakers

Ernestine Jackson
Sponsor

Contract #1-23ACU

January 8, 2007

Date:

Motion by Alderman Crawford, seconded by Alderman Purcell that the contract with Ms. Lani Guinier to speak at the Dr. Martin Luther King, Jr., Awards Luncheon for 2007 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Resolution for Improvement by Municipality Under the Illinois Highway Code for Traffic Signals at the Intersection of Hershey Road and College Avenue, Motor Fuel Tax No. 05-00331-00-TL

In order to expend Motor Fuel Tax (MFT) Funds on a project, the Illinois Department of Transportation (IDOT) requires that the City adopt a Resolution appropriating the necessary funds. This Resolution will appropriate \$160,000 for the Hershey Road and College Avenue Traffic Signal Improvements. This project is included in the proposed 2006-2007 budget for \$160,000 in MFT Funds.

Staff respectfully recommends that Council adopt a Resolution appropriating \$160,000 in MFT Funds for Improvement by Municipality Under the Illinois Highway Code for Traffic Signals at the Intersection of Hershey Road and College Avenue, MFT No. 05-00331-00-TL.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(RESOLUTION 2007 – 04 ON FILE IN CLERK’S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Purcell that the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Petition from Bloomington Veterans, LLC, Requesting Approval of a Building Setback Vacation Plat for Lot 2 in Beltline Subdivision

A petition has been received from Bloomington Veterans, LLC, requesting Council approval of a Building Setback Vacation Plat for Lot 2 in Beltline Subdivision. This subdivision is located south of Eastland Drive and east of Veterans Parkway in the Eastland Commons Shopping Plaza. This plat calls for the vacation of the twenty foot (20') building setback along the north property line of Lot 2 in Beltline Subdivision.

Staff has reviewed the above said Building Setback Vacation Plat and finds it acceptable. As all items are in order, staff respectfully recommends that Council accept the Petition seeking approval of a Building Setback Vacation Plat for Lot 2 in Beltline Subdivision, and that an Ordinance be passed.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR VACATION OF BUILDING SETBACK LINE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes Bloomington Veterans, LLC hereinafter referred to as your Petitioner(s), respectfully representing and requesting as follows:

1. That your Petitioner are interested as the owner in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of the building setback line located on said premises;
3. That said vacation of the building setback line is reasonable and proper because such building setback line is not needed for public right of way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioners pray that the building setback line be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

Bloomington Veterans, LLC

By: William O. Kreuzer, Manager

ORDINANCE NO. 2007 - 02

**AN ORDINANCE PROVIDING FOR THE VACATION OF BUILDING SETBACK
LINE**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of a building setback line; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said building setback line as requested in this case.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

1. That the building setback line described in Exhibit "A" attached hereto is hereby vacated.
2. ~~The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated _____ for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.~~
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 8th day of January, 2007.

APPROVED this 9th day of January, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

The Northeasterly 20 Feet of Lot 2 in Beltline Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded February 4, 1977, as Document No. 77-1390 in the McLean County Recorder's Office, excepting therefrom the West 20 Feet thereof.

PIN 21-02-252-001

Alderman Hanson questioned this item. Doug Grovesteen, Director of Engineering, addressed the Council. This lot was the location of the former Bombay Bicycle Club. New buildings will be built on the lot. The Petition caused no issues for staff.

Motion by Alderman Crawford, seconded by Alderman Purcell that the Vacation be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from Beich III, LLC, Requesting Approval of a Final Plat for Bill's Place Subdivision

A petition has been received from Beich III, LLC, requesting approval of a Final Plat for Bill's Place Subdivision. This development is commonly located on the west side of Beich Road between Fox Creek Road and Stringtown Road. Staff has reviewed the Final Plat and finds it to be in conformance with the Preliminary Plan approved by the City Council on July 25, 2005.

There are tap on fees required from this subdivision.

Staff respectfully recommends that Council approve the petition and adopt an Ordinance approving the Final Plat for Bill's Place Subdivision subject to the Petitioner paying the required tap on fees prior to recording of the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Beich III, LLC, an Illinois limited liability company, f/k/a Beich Partnership, an Illinois General Partnership, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision known and described as Bill's Place Subdivision, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;
3. That the Final Plat substantially conforms to the Preliminary Plan of said Subdivision heretofore approved by the City Council;
4. That your Petitioner hereby dedicates to the public all public rights of way and easements shown on said Final Plat.

Respectfully submitted,

By: BEICH III, LLC, an Illinois limited liability Company, f/k/a Beich Partnership, an Illinois General Partnership,

By: Hundman Management, LLC.,
Its Manager

By: Laurence F. Hundman,
Chairman

ORDINANCE NO. 2007-03**AN ORDINANCE APPROVING THE FINAL PLAT OF BILL'S PLACE SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Bill's Place Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

1. That the Final Plat of Bill's Place Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 8th day of January, 2007.

APPROVED this 9th day of January, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT A
Legal Description**

Part of Lot 2 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of McLean County, Illinois, and part of Lots 5 and 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southeast corner of Lot 7 in Access Park Subdivision First Addition on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5946 in the McLean County Recorder of Deeds Office; thence S.38°-37'-02"W. 93.15 feet on said westerly right of way line of F.A.I. Route 55; thence S.45°-01'-34"W. 201.56 feet

on said right of way line; thence S.37°-54'-03"W. 59.50 feet on said right of way line to the Point of Beginning; thence continuing S.37°-54'-03"W. 140.50 feet on said right of way line as conveyed in Document No. 72-5946 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the McLean County Recorder of Deeds Office; thence 5.32°-11'-25"W. 100.50 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No. 72-9376; thence S.37°-54'-03"W. 262.55 feet on said right of way line; thence N.52°-05'-18"W. 687.55 feet; thence N.51°-58'-48"E. 375.02 feet to a point on the southerly line of Lot 5 in Access Park Subdivision lying 136.10 feet westerly of the southeast corner of said Lot 5; thence S.65°-27'-07"E. 602.61 feet on said southerly line of Lot 5 and the easterly extension thereof to the Point of Beginning containing 6.29 acres, more or less, with assumed bearings given for description purposes only.

Motion by Alderman Crawford, seconded by Alderman Purcell that the Final Plat be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ratification of an Intergovernmental Agreement for Interim Land Use Control-
Main Street Corridor

On August 14, 2006, Council approved a Resolution authorizing the funding for a Professional Services Agreement for a Main Street Redevelopment Plan. The administration of the Professional Services Agreement is being coordinated by the McLean County Regional Planning Commission for the following parties: the City of Bloomington, the Town of Normal, BroMenn Regional Medical Center, Illinois State University and Illinois Wesleyan University. These parties are collaborating in the development of a comprehensive redevelopment plan for the Main Street corridor from Interstate 55 on the north to Interstate 74 on the south.

On Thursday, November 30, 2006 Farr Associates, the planning consultant, conducted an initial public meeting for the purpose of developing a redevelopment plan for the corridor. This meeting, held at the Bloomington Center for the Performing Arts, was attended by over two hundred citizens. Mr. Farr conducted an image preference survey as a means of gauging citizen

opinion regarding development styles and concepts. This was the first public process in development of a redevelopment plan.

Farr Associates has recommended that the collaborating entities adopt an interim land use control or moratorium on development in the Main Street Corridor while the parties complete the planning process. Illinois law supports the implementation of short term moratoria on building and development in order to give elected officials time to develop land use plans.

The proposed Intergovernmental Agreement is between the collaborating planning partners listed above. The agreement states that the parties will not commence, initiate or engage in any development or redevelopment within the Main Street Corridor unless such development or redevelopment is approved by the parties to the Agreement. The Town of Normal and the City additionally agree to approve an Ordinance imposing a moratorium on issuance of any permit for development of redevelopment in the Main Street Corridor absent a recommendation of approval from the parties to the agreement.

In reviewing any proposal for development in the Main Street corridor, the parties to the Agreement shall recommend approval for those projects that incorporate the planning and development principals set forth in the Charter of the New Urbanism and not recommend approval of those projects which do not incorporate such principals. A copy of the Charter of the New Urbanism is attached.

The agreement provides that the moratorium shall terminate upon the earlier of January 1, 2008 or enactment of development, design and planning standards implementing the final development plan approved by the parties.

The following activities are exempt from the moratorium:

1. Interior alterations that do not change the building footprint.
2. Exterior alterations of less than \$3,000 in value.
3. Emergency situations to protect persons or property from injury or damage.
4. Development approved prior to January 1, 2007.
5. Development approved by the parties as incorporating the planning, design and development principles of the Charter of the New Urbanism.

The Agreement further provides for sharing of any and all defense costs and judgments ordered against any party as a result of implementing the Agreement. Any party may withdraw from the Agreement upon thirty (30) days notice. In the event any litigation is pending such party's obligation to share the costs of litigation and any judgment entered shall continue notwithstanding said withdrawal.

Exhibit A to the Agreement is a map showing the Main Street Corridor properties subject to the moratorium.

Respectfully,

J. Todd Greenburg
Corporation Counsel

Mark Huber
Director, PACE

Tom Hamilton
City Manager

**INTERGOVERNMENTAL AGREEMENT
FOR INTERIM LAND USE CONTROL — MAIN STREET CORRIDOR**

WHEREAS, the Town of Normal (hereinafter Town), the City of Bloomington (hereinafter City), McLean County Regional Planning (hereinafter Regional Planning), Illinois State University (hereinafter ISU), Illinois Wesleyan University (hereinafter IWU) and BroMenn Regional Medical Center (hereinafter BroMenn) have associated for the purpose of conducting a Main Street Corridor Study; and

WHEREAS, Regional Planning has contracted with Farr Associates for the purpose of conducting a land use study for the Main Street Corridor running from Interstate 55 on the north to Interstate 74 on the south; and

WHEREAS, the parties desire to provide time for development and implementation of a land use plan for the Main Street Corridor which plan will recommend and the parties will implement certain development, design and planning standards and other land use tools for the development and redevelopment of the Main Street Corridor in conformance with the approved plan; and

WHEREAS, the parties desire to implement a temporary moratorium on all development and redevelopment in the Main Street Corridor as described in Exhibit A attached hereto and incorporated herein by reference until such time as appropriate development, design and planning standards and other zoning tools are enacted for said Corridor.

NOW, THEREFORE, in consideration of the mutual promises contained herein and based on the authority conferred by Article VII, Section 10 of the Illinois Constitution, the parties do hereby associate and agree as follows:

1. The following terms shall have the following definitions as used herein:
 - A. Moratorium means a deferment or delay of any action and as used herein, moratorium means a deferment or delay of construction, development or redevelopment activity in the Main Street Corridor.
 - B. Main Street Corridor means all of that property described in Exhibit A attached hereto and incorporated herein by reference.
 - C. Development or Redevelopment means any demolition of existing structures, any construction of new structures or any reconstruction or rehabilitation of existing structure.

2. The parties agree to not commence, initiate or engage in any development or redevelopment within the Main Street Corridor unless such development or redevelopment is approved by all of the parties to this Agreement.

3. The Town and City agree to impose a moratorium on issuance of any permit for development or redevelopment of any property located in the Main Street Corridor absent a recommendation of approval from the parties to this Agreement.

4. In reviewing any proposal for development or redevelopment in the Main Street Corridor, the parties to this Agreement shall recommend approval for those projects that incorporate the planning and development principles set forth in the Charter of the New Urbanism and recommend disapproval of those development and redevelopment projects which do not incorporate such principles. A copy of the Charter of the New Urbanism is attached hereto as Exhibit B.

5. That the moratorium on development and redevelopment provided herein shall terminate upon the earlier of January 1, 2008, or enactment by the Town and the City and ISU of development, design and planning standards and other zoning tools implementing the study undertaken by Fan Associates and as approved by the parties to this Agreement.

6. That the parties agree the moratorium set forth herein shall not apply to the following:

A. Any interior construction, remodeling or alteration that does not change the building footprint.

B. Any exterior construction, remodeling or alteration less than \$3,000 in value.

C. Emergency situations in order to protect persons and/or property from significant injury or damage.

D. Those properties for which development or redevelopment plans were on file with the Town or City or approved by the ISU Board of Trustees prior to January 1, 2007.

E. Any development or redevelopment project approved by the parties to this Agreement that incorporates the planning, design and development principles set forth in the Charter of the New Urbanism.

7. The moratorium provided herein shall be effective upon the later of: (1) January 1, 2007, or (2) the date the last signatory to this Agreement executes said Agreement.

8. Any party to this Agreement may withdraw from this Agreement upon providing 30 days notice to the other parties and such withdrawing party shall not be bound by the provisions of this Agreement effective 30 days after providing said notice, except as set forth in Section 12.

9. In the event of any third party litigation involving the moratorium agreed to by and between the parties herein against any of the parties to this Agreement, the parties agree to share equally the costs of defense of such litigation including, but not limited to, any and all court costs, witness fees, expert witness fees, attorney fees, document production and other customary and reasonable expenses of litigation.

10. In the event of any third party claim brought against any of the parties to this Agreement arising in whole or in part out of the moratorium as agreed to in this Agreement, the party sued shall, upon receipt of said suit, promptly give notice to the other parties to this Agreement setting forth the particulars of such claim or action. The party sued shall assume the defense of said litigation including the employment of counsel and the payment of all costs and expenses subject to reimbursement as provided above. Any party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of said party. In the event of any monetary judgment obtained by a third party against any of the parties hereto arising in whole or in part out of the moratorium provided herein, the parties agree that said judgment shall be shared equally among the 5 parties, with each party responsible for 20 per cent of any such judgment.

11. That the parties hereto covenant not to sue any of the parties to this Agreement and hereby waive all claims against one and another, except for the obligation to share any costs of judgment and any costs of litigation as set forth above.

12. In the event any party hereto withdraws from this Agreement during the pendency of any third party litigation, then such party's obligation to share the costs of litigation and any judgment entered thereon shall continue notwithstanding said withdrawal from this Agreement.

13. The City and Town agree to enact ordinances imposing a moratorium on development and redevelopment within the Main Street Study Corridor which ordinances shall incorporate the terms and conditions of the moratorium agreed between the parties hereto.

14. Notices to the parties shall be sent to the following named individuals and shall be effective upon hand delivery or 3 days following posting in the United States Mail, first class postage paid:

City of Bloomington:

Mayor
109 E. Olive
Bloomington, IL 61701

Town of Normal:

Mayor
100 E. Phoenix Ave.
Normal, IL, 61761

Illinois State University:

President
Hovey Hall (Administration)
E5
Normal, IL 61790

Illinois Wesleyan University:

President
104 University Avenue
Bloomington, IL 61701

BroMenn Regional Medical Center:

CEO
Virginia and Franklin
Normal, IL 61761

15. It is the intent of the parties to this Agreement that should any portion or its application to any person, entity or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity and enforceability and application shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve as near as may be possible the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

16. Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed and in all matters contained herein all parties shall have an implied obligation of reasonableness.

17. It is understood by the parties hereto that time is of the essence of this Agreement and all parties will make every reasonable effort including the calling of special meetings to expedite the subject matters herein.

18. Upon the breach of this Agreement any of the parties hereto may by an appropriate suit, action, mandamus or other proceeding at law or in equity secure specific performance of the covenants and agreements contained herein.

19. This Agreement shall be binding upon the parties, their successors and assigns.

20. This Agreement is effective from and after the date of the last signatory to this Agreement.

Date: January 9, 2007

City of Bloomington

By: Stephen F. Stockton, Its Mayor

Attest:

Tracey Covert, City Clerk

Town of Normal

Date: December 18, 2006

By: Christopher Koos, Its Mayor

Attest:

Wendellyn J. Briggs
Town Clerk

Date: _____

Illinois State University

By: _____
Its President

Attest: _____

Date: _____

Illinois Wesleyan University

By: _____
Its President

Attest: _____

Date:

BroMenn Regional Center

By: _____

Attest: _____

(MAPS OF MAIN ST. REDEVELOPMENT PROJECT STUDY AREA AND CHARTER OF NEW URBANISM ON FILE IN CLERK'S OFFICE)

Alderman Gibson expressed his concern about the new Walgreens located on N. Main St. Walgreens was also exploring a site along S. Main St. He did not want this project stopped. Mayor Stockton stated that Walgreens would go through the normal channels. This would be one additional hurdle. Tom Hamilton, City Manager, addressed the Council. He informed the Council that the City had not received a site plan. No permit

was held. A request for a building permit would require an additional level of scrutiny. He could not comment if there would be an issue. If Walgreens followed the actions taken on the N. Main St. location, then there should not be a problem. It would require another layer of review.

Mayor Stockton noted that the intention was to up the bar. The parties to the agreement wanted time to complete the study. He believed that an additional year was needed. Alderman Gibson noted that if Walgreens met the criteria, then the project would be able to move forward. Mayor Stockton restated that the intention was to improve the neighborhoods. He added that reaching a decision may be subjective. He referenced the fact that there were guidelines.

Alderman Fruin questioned if waivers would possible. Mr. Hamilton noted that a waiver requires the agreement of all five (5) parties.

Alderman Gibson stated that Walgreens was exploring possibilities near Wood Hill Towers. Mr. Hamilton suggested that Walgreens needed to contact the City. Staff would inform them about the process.

Alderman Huette expressed his support for a moratorium during the study period, then the Council could vote on same. Mr. Hamilton responded affirmatively. This agreement would go away after the study is adopted.

Mayor Stockton stated that he had had qualms. This was the first step involved towards serious long range planning for the City's center.

Alderman Schmidt questioned if this study would be a charter for the New Urbanism. Mayor Stockton noted that there were four (4) other partners. The City would have to give up a little control.

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

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

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

Nays: None.

Motion carried.

The following was presented:

January 8, 2007

1367

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Imposing a Moratorium on Development in the Main Street Study Corridor

This agenda item implements the City's obligation under the previous agenda item to impose a limited moratorium on development in the Main Street Corridor. The proposed ordinance imposes a limited moratorium on issuance of any permit for development or redevelopment in the Main Street Corridor.

The following activities are exempt from the moratorium:

1. Interior alterations that do not change the building footprint.
2. Exterior alterations of less than \$3,000 in value.
3. Emergency situations to protect persons or property from injury or damage.
4. Development approved prior to January 1, 2007.
5. Development approved by the parties as incorporating the planning, design and development principles of the Charter of the New Urbanism.

The moratorium shall terminate upon the earlier of January 1, 2008 or enactment of development design and planning standards implementing the final development plan recommended by the Main Street Corridor Study Group. The Town of Normal approved this ordinance on December 18, 2006.

Exhibit A to the ordinance is a map showing the Main Street corridor properties subject to the moratorium.

Respectfully,

Tom Hamilton
City Manager

ORDINANCE NO. 2007 - 01**AN ORDINANCE EXTENDING THE MORATORIUM ON DEVELOPMENT IN THE
MAIN STREET STUDY CORRIDOR**

WHEREAS, the City of Bloomington is a home unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City of Bloomington is participating with the Town of Normal, McLean County Regional Planning, Illinois State University, Illinois Wesleyan University and BroMenn Regional Medical Center in a study to develop appropriate development, design and planning standards for the Main Street Corridor (Main Street Corridor Study Group); and

WHEREAS, the Council passed Ordinance No. 2007 – 01, A Moratorium on Development in the Main Street Study Corridor.

WHEREAS, upon receipt of *Main Street: A Call for Investment* by Farr Associates, City staff determined that it was in the best interest of the City to extend said moratorium;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION ONE: That the City of Bloomington Council agrees to an extension of Ordinance No. 2007 - 01.

SECTION TWO: That the foregoing moratorium shall terminate upon the earlier of March 31, 2008 or enactment by the City of Bloomington Council of a form based zoning code.

SECTION THREE: That the foregoing moratorium shall not apply to the following:

- A. Any interior construction, remodeling or alteration that does not increase the building footprint.
- B. Any exterior construction, remodeling or alteration less than \$10,000 in value.
- C. Emergency situations in order to protect persons and/or property from significant injury or damage.
- D. Projects approved by the Main Street Committee.

SECTION FOUR: That the City Clerk be and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION FIVE: That this Ordinance shall take effect January 1, 2008.

SECTION SIX: That this Ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Crawford that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Petition submitted by Robert Neiryneck requesting approval of a Special Use Permit at 707 East Empire Street to allow a three unit multiple family dwelling in an R-2, Mixed Residence District. (Case SP-10-06) (Ward # 7)

BACKGROUND INFORMATION:

Adjacent Zoning

north: R-1C, High Density Single Family Residence District
south: R-3A, Medium Density Multiple Family Residence District
east: R-2, Mixed Residence District
west: R-2, Mixed Residence District

Adjacent Land Uses

north: single family dwelling
south: nursing home
east: single family dwelling
west: three-unit apartment building

Current Land Use: Three-Unit Multiple Family Dwelling.

Comprehensive Plan: Low to Medium Density Residential is recommended.

The property in question is a 50' x 185' (9,250 sq. ft.) lot that is the site of an exiting multiple family dwelling that has contained three apartment units since prior to 1944, when the petitioner's parents purchased this property. It has recently lost its "grandfathered" authorized Special Use Permit status for three (3) apartments because it had been vacant for more than six (6) months. Now the petitioner seeks to re-establish the Special Use status for a three (3) unit multiple family dwelling in the R-2, Mixed Residence District.

The Zoning Code stipulates the following standards and conditions for multiple family dwellings as a Special Use:

1. Minimum Fencing/Screening Required: Parking lots shall be screened from adjacent single-family dwellings and two-family dwellings in accordance with Section 4.73(a) of the Zoning Code.
2. Minimum Lot Area:
 - (a) Efficiency Unit: One Thousand Five Hundred (1,500) square feet per dwelling unit.
 - (b) One Bedroom Dwelling Unit: Two Thousand (2,000) square feet per dwelling unit.
 - (c) Two Bedroom Dwelling Unit: Two Thousand Five Hundred (2,500) square feet per dwelling unit.
 - (d) Three or more Bedroom Dwelling Unit: Three Thousand (3,000) square feet per dwelling unit.
3. Minimum Yard Requirements: Same requirements as in the zoning district in which the proposed special use is proposed to be located. For the R-2 Mixed Residence District the setback requirements are as follows:

Front Yard -- 25 feet or the average for the block frontage;
Side Yard -- 6 feet; and
Rear Yard -- 25 feet
4. Maximum Height: Thirty-five (35) feet or two and a half stories whichever is lower.
5. Additional Requirements: Parking requirements shall be in accordance with Section 7.22 of the Zoning Code, (two parking spaces per dwelling unit).

The existing development can comply with these conditions except for the west side yard setback which is three (3) feet instead of the required six (6) feet. A three (3) foot variance has been requested (Case Z-36-06). The parking requirement can be met by adding four (4) rear yard spaces accessible from the alley to the south.

BOARD OF ZONING APPEALS' PUBLIC HEARING:

The Zoning of Board Appeals held a public hearing on this petition on Wednesday, December 6, 2006. Mrs. Joyce A. Neirnyck, 1513 E. Grove St., the petitioner's spouse, presented testimony in favor of this petition. She testified that there are two (2) apartments on the first floor (consisting of a one person "efficiency" unit and a one (1) bedroom apartment) and a two (2) bedroom apartment on the second floor. She stated that her husband's mother had resided in the second floor apartment and rented out the two (2) first floor apartments until suffering a back injury in 2003.

Due to her mother-in-law's declining health, the leases on the two (2) apartments were not renewed when the tenants moved out because she would have been unable to manage the apartments. Mrs. Niernyck testified that her mother-in-law suffered a stroke in April, 2004, and passed away in May, 2004. After conducting an estate sale of personal property in 2005, the subject property was put up for sale in August, 2006. She stated that they had received a letter from the City in October, 2006, stating that since the apartments had been vacant for more than six (6) months the subject property had lost its "grandfathered" Special Use as a multiple family dwelling. Her husband applied for this Special Use permit in order to regain the multiple family status that this property had maintained for more than 70 years.

Mr. Bernard Deany, 711 E. Empire St., presented testimony expressing concerns about this case. He stated that he was present to voice his concerns rather than to make strong arguments in opposition to this special use permit petition. He testified that he had lived in the area for twenty (20) years and noted that families were moving back into the neighborhood, and that there was a significant amount of multiple family homes. The neighborhood would like to monitor all zoning changes and look at overcrowding and density. He also expressed concern over the shared driveway with the single family home next door. He testified that the neighborhood lost one historic house at the northwest corner of E. Walnut St. and Elder St. a few years prior when the Heritage Manor Nursing Home expanded. He also noted that there were a lot of apartments in the neighborhood that generate a considerable amount of vehicular traffic.

Mr. Deany stated that he saw a trend of increasing multiple family homes and would prefer lower density in the area. None of the neighbors he had spoken with seemed concerned about the building being used as a duplex, however, he believed that fifty percent (50%) of the neighbors were concerned with the building being used as a three (3) unit.

Ms. Marty Seigel, 615 East Chestnut St., submitted a letter expressing her preference for two (2) apartment units instead of three (3) in this building and offered the opinion that the granting of these petitions would permit dramatic change in the character of the block and discourage further improvement in the neighborhood.

BOARD OF ZONING APPEALS' RECOMMENDATION:

After having given due consideration to the testimony presented, the Zoning Board of Appeals, granted the three (3) foot side yard setback variance that was requested by a vote of 6 to 0 for Case Z-36-06.

After having given due consideration to Case SP-10-06 and the testimony presented, the Zoning Board of Appeals, passed a motion by a vote of 6 to 0, to recommend Council approval of this petition for a Special Use Permit to allow to allow a three (3) unit multiple family dwelling at 707 East Empire Street.

STAFF RECOMMENDATION:

Staff concurs with the Zoning Board of Appeals and recommends Council approval of this petition in Case SP-10-06.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

Mark Huber, Director – PACE, introduced this item. This home had been a three (3) unit apartment building and occupied as same for a substantial number of years. It had lost its Special Use status. The Petitioner has filed for the same use. Both the Zoning Board of Appeals (ZBA) and City staff have recommended approval.

Alderman Matejka wanted to be clear that this property had lost its grandfathered status. He believed that the Petitioner should comply with the current code. Mr. Huber noted that the Petitioner would provide off street parking and participate in the rental housing program.

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

Motion carried.

Lane Norton, 709 E. Empire, addressed the Council. He moved into the neighborhood in October 2006. He had two (2) small children, (ages 4 and 7). He expressed his concern about traffic and the potential for six (6) vehicles at this property. He noted the shared driveway and situations occurring when driveways become blocked.

Alderman Schmidt questioned the shared driveway. Mr. Norton noted that there is one (1) driveway which forks to serve two (2) properties.

Bernard Deany, 703 E. Empire, addressed the Council. He expressed his concern that the zoning laws should be enforced. He had remodeled his home. The area had changed over the past fifteen (15) years. The neighborhood was affordable and safe. The Council needed to limit the population density and remove nonconformities. The Council needed to provide a safe environment. He cited the pedestrian traffic. The Petitioner planned to add four (4) parking spaces to the back yard. He cited his past experience with this property as positive. The building had been empty since the Petitioner's mother had

died. He questioned the Petitioner's future plans. He cited selling the property as an example. He questioned who would develop the property.

Marty Seigel, 615 E. Chestnut, addressed the Council. She identified herself as a member of the Old Eastside Neighborhood Association. She was surprised to learn that this home had been divided into a three (3) unit apartment building. She expressed her concerns regarding this Petition. She cited the Minutes of the ZBA hearing. Issues were not discussed such as if this property met standards. In her opinion, this Petition was not appropriate. She addressed zoning issues. Neighbors had the right to question uses. She believed that the survival of the City's central neighborhoods was dependent upon the City's zoning code. She provided the Council with a hand out which addressed a pilot study to improve a property's perception. She noted the importance of reducing density. The City needed to limit the number of nonconforming properties.

Frank Miles, 202 N. Center, addressed the Council as the Petitioner's attorney. The ordinance was looked at carefully. He read from the City Code (R – 2, Mixed Residence District). The structure contains 6,000 square feet. The lot contains 9,250 square feet. This lot meets ordinance. He cited the surrounding property uses. He described this block as transitional. The building contained three (3) units: an efficiency apartment, a one (1) bedroom and a two (2) bedroom apartment. He noted that many comments were made before the ZBA. The Petition was laid over to allow additional public input. He believed that this Petition was consistent with City ordinance. He did not believe that the City intended to eliminate all multi-family units. He acknowledged that shared driveways can be blocked.

Alderman Schmidt expressed her concern for the unknown. She cited a parking plan and/or a new property owner. She noted that a parking variance had not been requested. The Petitioner intended to comply with code.

Alderman Purcell noted that the property would remain a rental. Mr. Miles noted that the Petitioner did not intend to sell the property.

Alderman Gibson questioned the number of parking spaces, (six). Mr. Miles noted that by code they must be provided.

Alderman Schmidt questioned if the property would be marketable without the Special Use. Mr. Miles noted that the value of the property was linked to the property's use. Zoning is determined by code. He noted that the ZBA voted 6 to 0 that this Petition met standards.

Motion by Alderman Matejka, seconded by Alderman Hanson to return to order.

Motion carried.

Alderman Schmidt questioned the parking plan. Mr. Huber restated that a variance had not been requested. Parking can be provided on site. There were several

options. He addressed the statement that this property was a nonconforming use. This was an existing Special Use that allowed a three (3) unit apartment in an R – 2 zoning district. This Petition met standards.

Alderman Gibson addressed the impact of granting this Special Use. He cited the potential for a sale of the property. He questioned the City's involvement in determining the on site parking.

Alderman Matejka expressed his concern regarding this Petition. He noted that this Petition represented the maximum financial use of the property. In the past, a family member resided there and managed the property. There was no guarantee of an owner/landlord. This neighborhood had faced issues. He was concerned about who would manage this property.

Alderman Schmidt noted that older neighborhoods support a sense of neighborhood.

Motion by Alderman Finnegan, seconded by Alderman Huette that the Special Use be approved and the Ordinance passed.

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

Ayes: Aldermen Purcell, Hanson, Finnegan, and Huette.

Nays: Alderman Crawford, Schmidt, Matejka, Gibson, and Mayor Stockton.

Motion failed.

Motion by Alderman Schmidt, seconded by Alderman Matejka that the Special Use be denied.

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

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

Nays: None.

Motion carried.

The following was presented:

January 8, 2007

1375

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Appeal of Zoning Board Action by Robert Vericella for 907 N. East Street

During a routine rental inspection it was determined the property located at 907 N. East Street was being used as a rooming house in violation of the City's Zoning Code. In an effort to correct this violation, the owner requested a special use permit as required to operate a rooming house in the R-3A, Multiple Family Residence District. Because the property did not meet the minimum requirements for the special use, the petitioner also requested variances for parking (5 spaces in lieu of 6) and lot width (existing 50 ft. in lieu of 60 ft.) to allow for the rooming house.

During the public hearing of the Zoning Board of Appeals, several people testified in opposition to the variance requested and the special use in particular. Neither the petitioner nor anyone else was present to present testimony in favor of this petition. After considering the testimony of those present, the board voted 2 to 4 to deny the variances required for this special use permit. Since the negative vote was fewer than five, Mr. Vericella has exercised his right to appeal the action by the Zoning Board of Appeals to Council.

Originally, staff had recommended approval of this petition citing a comparison of a five (5) room rooming house to an approved use as a duplex and with annual inspections required versus a rental inspection of every 1-5 years. However, given the density concerns and the affect it may have on the parking and neighborhood, staff concurs with the Zoning Board of Appeals and respectfully recommends denial of this petition.

Respectfully,

Mark R. Huber
Director, Planning and Code Enforcement

Tom Hamilton
City Manager

Tom Hamilton, City Manager, addressed the Council. This Petition had appeared before the Zoning Board of Appeals, (ZBA). Staff recommended that the Petition be denied due to population density in the neighborhood.

Motion by Alderman Matejka, seconded by Alderman Huette to suspend the rules to allow someone to speak.

Motion carried.

Robert Vericella, Petitioner, 1116 E. Monroe St., addressed the Council. He had purchased the property at 907 N. East St. in December 2005. The property was currently being rented to five (5) students.

Mayor Stockton questioned why the Council should approve this Petition. Mr. Vericella noted that the property could be converted back to a two (2) unit apartment building/duplex. This change would only require the provision of two (2) parking spaces. The previous owners had changed the property from its previous use as a duplex.

Alderman Schmidt noted that a rooming house has been created. Mr. Vericella noted that the property retained its status of a duplex.

Motion by Alderman Matejka, seconded by Alderman Crawford to return to order.

Motion carried.

Alderman Purcell questioned if the property was a duplex. Mark Huber, Director – PACE, informed the Council that there were two (2) complete units, each with bathrooms and kitchens. The maximum number of unrelated persons was six (6) with four (4) parking spaces required. He noted that at one (1) point this property had been a duplex. It had been changed to a single family home and converted to a rooming house. A major concern was the impact on the neighborhood. He cited parking as an example. This change of use was discovered through the rental housing program. A rooming house required an annual inspection. Mr. Huber noted that five (5) bedrooms would require five (5) parking spaces. A duplex required four (4) parking spaces with a maximum of six (6) persons. He noted that additional parking spaces might be required.

Alderman Gibson questioned other rooming houses. Mr. Huber noted that there were legally operating rooming houses. Others had been discovered through the rental housing program.

Motion by Alderman Gibson, seconded by Alderman Matejka that the Appeal made by Robert Vericella for a parking variance at 907 N. East St. be denied and the Zoning Board of Appeal's findings be upheld.

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

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

Nays: Alderman Hanson.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by Robert Vericella requesting approval of a Special Use Permit at 907 North East Street to allow a Rooming House in an R-3A, Medium Density Multiple Family Residence District (Case SP-11-06) (Ward # 7)

BACKGROUND INFORMATION:

Adjacent Zoning

Adjacent Land Uses

north: R-3A, Multiple Family Residence District
 south: R-3A, same as above
 east: R-2, Mixed Residence District
 west: R-3A, same as above

north: apartments
 south: apartments
 east: single family dwelling
 west: single family dwelling

Current Land Use: Rooming House

Comprehensive Plan: High Density Residential Use is recommended.

The property in question is a 50' x 155' (7,750 square foot) lot that was formerly the site of a two-family dwelling that has been converted to a rooming house. There is also a 21' x 33' two-car garage and accessory parking for three (3) cars located on this lot. The petitioner converted the duplex into a five-unit rooming house, with two units on the first floor and three units on the second floor.

The Zoning Code stipulates the following standards and conditions for rooming houses as a Special Use:

1. Minimum Fencing/Screening Required: Parking lots shall be screened in accordance with Section 4.73 (a) of this Code.
2. Minimum Lot Area: Four Hundred (400) square feet per roomer plus two thousand (2000) square feet per supervisor where applicable.
3. Minimum Lot width of (60) feet.
4. Minimum Yard Requirements: thirty (30) foot front yard, thirty (30) foot rear yard and ten (10) foot side yards.
5. Maximum Height: thirty-five (35) feet or two and a half stories whichever is lower.
6. Additional Requirements: Parking requirements shall be in accordance with Section 7.22 of this Code for these special uses. Rooming houses shall have one (1) parking space for every four hundred (400) square feet of gross floor area). This proposed rooming house,

with finished basement, contains 2,145 square feet of gross floor area which if divided by 400 square feet, requires six (6) parking spaces. These special uses shall not have access to parking facilities from an alley unless said alley is of an all weather pavement and has been designated by the City as one-way. All parking and maneuvering room shall be provided on the rooming house property; said parking shall be illuminated with lighting fixtures that direct the light away from adjoining residential property and shall not increase the intensity of light within ten (10) feet of a Residence District boundary line by more than one-half (1/2) foot candles. Said parking area shall also be screened along the rear of the property.

The subject property does not meet the 60' foot minimum lot width requirement and can provide only five of the six required parking spaces. The petitioner has requested a 10' foot variance of the 60' foot minimum lot width requirement and a one parking space variance of the minimum requirement for six (6) parking spaces in Case Z-37-06 .

BOARD OF ZONING APPEALS' PUBLIC HEARING:

The Zoning Board of Appeals held a public hearing on this petition on Wednesday, December 6, 2006, as the November 15, 2006 was rescheduled due to not having a quorum. Mr. Robert Vericella, the petitioner, was not present at the public hearing, and no one presented any testimony in favor of this case.

Mr. Mark R. Huber, Director of Planning and Code Enforcement, gave more background information for the request. He stated that 907 N. East Street was registered with the Rental Housing Program as a duplex in 2006. The petitioner wishes to convert the building into a rooming house to cater to the student market. A rooming house is allowed with a special use permit in an R-3A zoning district. Variances were also requested for lot width and one (1) parking space due to the special use restrictions. Staff has compared the request as a five (5) room rooming house to a duplex. A five (5) room rooming house could have a smaller or equal density than a duplex. A duplex could have a maximum of six (6) people in the building (three unrelated per apartment). A rooming house with five (5) rooms could have five (5) people (one in each room), but there is the possibility of having more than five (5) people depending on the size of the bedrooms.

The following persons presented testimony in opposition to Case SP-11-06 at such public hearing:

- Mr. Robert Lenz, Attorney at Law 202 N. Center Street
- Mr. Brad Butzirus, 905 N. East Street
- Ms. Judy Stearns, 316 E. Locust Street
- Ms. Suzi Curtis, 1502 N. Lee Street

Mr. Lenz, appeared on behalf of Mr. Brad Butzirus who owns a six (6) unit apartment building, with six (6) parking spaces, on Lot 14 directly to the south. Mr. Lenz stated that Mr. Butzirus believed that the street and neighborhood were already overcrowded and a parking variance should not be granted. He stated that if the Zoning Board voted to recommend approval, thought should be given to limiting the number of people allowed in the home. Additionally, his client

would prefer that the variance be denied entirely. Board Member Parker questioned the maximum number of people that Mr. Butzirus would prefer be allowed to occupy the home. Mr. Lenz replied that a maximum of five (5) persons would be acceptable.

Mr. Butzirus testified that he has owned 905 N. East Street for five (5) years, and he was under the impression that 907 N. East Street was a single family home. He had been approached previously to purchase this property from the prior owner. He was not interested due to inadequate cash flow. The property is being used as a duplex. He argued that if an investor was considering purchasing a property, the current use is what should be considered. He argued that the previous use as a duplex should continue because a rooming house has a negative connotation. His six (6) unit apartment building currently has six (6) individual tenants. He noted that his main objection to the request was to the additional density being added to the neighborhood. Duplexes are usually rented to families, not many unrelated individuals, and he was opposed to both granting the variances and allowing the special use.

Ms. Judy Stearns, President of the Cultural District Neighborhood Association, testified that four (4) years ago she had looked at the property in question to purchase, and at that time, it was a single family home and did not have the income ability as a rental. She stressed the difference between renting to two (2) entities as a duplex compared to a rooming house renting to five (5) or more tenants who do not know each other. She questioned the benefit of a rooming house to this neighborhood. She testified that there would be a proposal coming before the Planning Commission on December 13, 2006, that would allow a rooming house for ex offenders (group housing for parolees) in the R-3A zoning district. She argued that such proposal would not be beneficial to the Franklin Park area or the Cultural District.

Ms. Suzi Curtis, President of the Northwest Neighborhood Association, argued that rooming houses have a bad connotation and are compared to a motel which is too transient for this neighborhood. She testified that this is a well established neighborhood and a rooming house could have more problems than a duplex. Transient housing was also discussed. To be transient, the tenancy must be shorter than 30 days which would change the use to a motel, and a motel is not allowed in this zoning district.

Mr. Huber clarified the status of the building: it was originally registered as a duplex with the rental inspection program. When a routine inspection was performed, it was noted that the home was not being used as a duplex but as a rooming house. The petitioner claimed he purchased the building as a rooming house, so staff provided him his legal options, as follows: 1.) create a duplex, or 2.) apply for a rooming house permit. Mr. Huber noted that it is unknown how many tenants are currently occupying the building, and that it is being used as an illegal rooming house. He stated that staff would recommend a limit of five (5) occupants for a rooming house at this location.

Board Member Kennett questioned Mr. Huber about other rooming houses in the area. Mr. Huber replied that most were owned mostly by Illinois Wesleyan University and were closer to campus.

No other testimony was presented at this public hearing.

BOARD OF ZONING APPEALS' RECOMMENDATION:

After having given due consideration to the testimony presented on December 6, 2006, the Zoning Board of Appeals, by a vote of 2 to 4 denied a 10' foot variance of the 60' foot minimum lot width requirement and a one (1) parking space variance of the minimum requirement for six (6) parking spaces in Case Z-37-06.

After having given due consideration to Case SP-11-06 and the testimony presented, the Board of Zoning Appeals, by a vote of 3 to 3 failed to recommend City Council approval of this petition in Case SP-11-06 for a Special Use Permit to allow a Rooming House for no more than four people at 907 North East Street.

STAFF RECOMMENDATION:

Staff respectfully recommends Council denial of this petition for a Special Use Permit to allow a Rooming House at 907 North East Street.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

Motion by Alderman Matejka, seconded by Alderman Schmidt that the Special Use Permit be denied.

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

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

Nays: Aldermen Hanson and Finnegan.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton noted that he had several items. He cited predictions for 2007. He requested the Council's reaction to planning and budgeting.

The Liquor Commission would be meeting on Wednesday, January 10, 2007. The Commission would consider single serve alternatives. He cited the options: 1.) do nothing; 2.) pass a City wide ban; 3.) pass a text amendment which addressed the City by districts such as the Downtown; and 4.) put restrictions in the ordinance and have the Commission use its discretion.

Alderman Schmidt cited an article which had recently appeared in the Pantagraph. She questioned if there would be exceptions for large volume sales. Mayor Stockton noted that this issue might be driven by neighborhood concerns. The Commission had expressed

its concern about barring legitimate uses. The Commission was interested in prohibiting the sale of inexpensive single serve items.

Alderman Matejka questioned if an option would be to restrict the sale by license type rather than by district. He believed that businesses could be targeted with the assistance of the police.

Alderman Fruin questioned the legality. Mr. Greenburg believed the City would be within its police powers. There was no constitutional right to sell single serve items. There must be a rational basis for the treatment.

Alderman Hanson questioned when this item would be placed before the Council. Mayor Stockton believed the recommendation would appear on a Council agenda in the next thirty to sixty (30 – 60) days. The text amendment could contain a sunset clause.

Mayor Stockton informed the Council that the Castle Theater would be closing. He believed that this private business had been good for the Downtown. He cited the City's \$300,000 investment in this property. The business owner had try to facilitate keeping the building open.

Alderman Purcell noted that he had spent New Year's Eve there. Mayor Stockton did not anticipate the business closing.

Alderman Schmidt encouraged the Council to remember Ben Slotky's work to restore the building.

Mayor Stockton noted that condominiums were planned for two (2) separate properties. The City needed to monitor the performance of the following: US Cellular Coliseum, the Bloomington Center for the Performing Arts, and the City's dispatch center. He suggested a single page summary which should contain financial information, budget versus actual. The City needed to know the operating profit and losses. He reviewed a sample format. He acknowledged that these facilities were not solely profit making ventures. He expressed his interest in events and attendance. He questioned how to measure customer satisfaction, (how quickly calls were handled and vehicles dispatched).

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Gibson addressed the liquor situation. If there were problems with alcohol sales then the City should revoke the license. Mayor Stockton explained the application and renewal processes. The Commission considered the impact upon the neighborhood. Alderman Gibson expressed his concern that there were too many liquor licenses. Mayor Stockton restated that the Commission would consider a proposal to eliminate the GPA, (Gasoline, Packaged, All Types of Alcohol) at their January 10, 2007 meeting. Liquor sales were not an isolated issue in the City. There were opportunities for change.

Alderman Fruin questioned if Towanda Ave. would be included in the spring bid letting. Mr. Grovesteen informed the Council that work continued on this project.

Motion by Alderman Huette, seconded by Alderman Matejka, that the meeting be adjourned. Time: 8:55 p.m.

Motion carried.

**Tracey Covert
City Clerk**