

**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 June 12, 2006.

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: Council Proceedings of March 14, 2005 and Work Session Minutes of April 8, 2006

The Council proceedings of March 14, 2005 and Work Session Minutes of April 8, 2006 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Meeting of March 14, 2005 and Work Session Minutes of April 8, 2006 be dispensed with and the minutes approved as printed.

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

Ayes: Aldermen 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: 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 Schmidt 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 sixth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$3,750 on a contract amount of \$45,000 per year of which \$22,500 will have been paid to date for work certified as 50% complete for the McLean County Economic Development. Completion date - December 2008.
2. The second and final payment to GM Sipes Construction Inc. in the amount of \$220,346.51 on a contract amount of \$250,000 of which \$249,271.51 will have been paid to date for work certified as 100% complete for the Rigid Pavement Patching 2005-2006. Completion date - June 2006.
3. The first partial payment to McLean Regional Planning Commission in the amount of \$99,134.79 on a contract amount of \$275,471.99 of which \$99,134.79 will have been paid to date for work certified as 36% complete for the Aerial Photography. Completion date - April 2007.
4. The tenth partial payment to Terracon Consultants, N.E. Inc. (Dept. 1277) in the amount of \$12,809.25 on a per ton and hour contract of which \$107,899 will have been paid to date for work certified as ongoing for the 2005-2006 Asphalt & Portland Concrete Plant Inspection and Lab Testing. Completion date - July 2006.
5. The first partial payment to WHPA Inc. in the amount of \$1,127 on a contract amount of \$4,900 of which \$1,127 will have been paid to date for work certified as 23% complete for Drought Planning. Completion date - December 2006.
6. The fifth partial payment to Farnsworth Group in the amount of \$1,072.25 on a contract amount of \$15,000 of which \$6,221.95 will have been paid to date for work certified as 41% complete for the Ozone Pilot Study for Taste and Odor Compound Elimination - Bloomington Ozone Pilot Study Protocol. Completion date - October 2006.
7. The second partial payment to Consoer Townsend & Associates in the amount of \$5,100.46 on a contract amount of \$9,600 of which \$6,233.89 will have been paid to date for work certified as 65% complete for the Water Department Fuel Storage Tank. Completion date - December 2006.
8. The fourth partial payment to Consoer Townsend & Associates in the amount of \$4,454.43 on a contract amount of \$185,000 of which \$40,697.68 will have been paid to date for work certified as 22% complete for the Water Department Electrical Improvements Lake Bloomington. Completion date - December 2006.
9. The fifth partial payment to Consoer Townsend & Associates in the amount of \$14,642.62 on a contract amount of \$53,580 of which \$41,837.18 will have been paid to date for work certified as 78% complete for the Master Plan Update of Water Treatment Plant. Completion date - December 2006.

10. The thirty-eighth partial payment to Brisbin, Brook, Beynon Architects in the amount of \$16,086.36 on a contract amount of \$1,421,000 of which \$1,415,367.20 will have been paid to date for work certified as 99% complete for the Arena Architects. Completion date - April 2006.
11. The first partial payment to US Cellular Coliseum in the amount of \$785,600.70 on a contract amount of \$3,142,402.80 of which \$785,600.70 will have been paid to date for work certified as 25% complete for the Professional Services. Completion date - May 2007.
12. The fourth partial payment to Barco Corporation in the amount of \$244,139.18 on a contract amount of \$826,126.90 of which \$764,022.60 will have been paid to date for work certified as 90% complete for the Signs, Electronic Display, Marquee for the US Cellular Coliseum. Completion date - December 2006.
13. The twenty fourth partial payment to Hammond Beeby Rupert Ainge, Inc. in the amount of \$32,367.58 on a contract amount of \$1,993,750 of which \$1,926,565.04 will have been paid to date for work certified as 97% complete for the Phase 3 & 4 of the Renovation of the Bloomington Center for the Performing Arts. Completion date - August 2006.
14. The fourteenth partial payment to PJ Hoerr, Inc. in the amount of \$1,071,048.33 on a contract amount of \$11,455,758.26 of which \$9,298,897.50 will have been paid to date for work certified as 81% complete for the Renovation of the Bloomington Center for the Performing Arts. Completion date - June 2006.
15. The sixteenth partial payment to New World Systems in the amount of \$5,675.12 on a contract amount of \$671,523 of which \$472,653.50 will have been paid to date for work certified as 70% complete for the Police & Fire Computer Aided Dispatch System. Completion date - July 2006.
16. The seventeenth partial payment to New World Systems in the amount of \$7,581.03 on a contract amount of \$671,523 of which \$480,234.53 will have been paid to date for work certified as 72% complete for the Police & Fire Computer Aided Dispatch System. Completion date - July 2006.
17. The eighteenth partial payment to New World Systems in the amount of \$4,346.82 on a contract amount of \$671,523 of which \$484,581.35 will have been paid to date for work certified as 73% complete for the Police & Fire Computer Aided Dispatch System. Completion date - July 2006.
18. The first partial payment to APACE Architects & Design in the amount of \$9,335 on a contract amount of \$214,950 of which \$9,335 will have been paid to date for work certified as 4% complete for the Design of Fire Station #5. Completion date - May 2008.

19. The fifth partial payment to PJ Hoerr Inc. in the amount of \$241,453.19 on a contract amount of \$2,281,937.27 of which \$686,539.89 will have been paid to date for work certified as 30% complete for the Holiday Pool Renovation. Completion date - July 2006.
20. The sixth partial payment to Farnsworth Group in the amount of \$18,402.37 on a contract amount of \$203,300 of which \$93,680.80 will have been paid to date for work certified as 46% complete for the Constitution Trail - Grove to Hamilton. Completion date - September 2006.
21. The fourth and final payment to The Bruce Company of Wisconsin, Inc. in the amount of \$45,124.33 on a contract amount of \$226,253.25 of which \$226,253.25 will have been paid to date for work certified as 100% complete for the Prairie Vista Golf. Completion date - June 2006.
22. The eighth partial payment to Foth & Van Dyke/Daily Division in the amount of \$30,052.09 on a contract amount of \$339,497 of which \$189,110.19 will have been paid to date for work certified as 56% complete for the Mitsubishi Motorway Study Design and Specifications. Completion date - August 2006.
23. The sixth partial payment to Farnsworth Group in the amount of \$687.50 on a contract amount of \$32,562 of which \$10,624.89 will have been paid to date for work certified as 33% complete for the Norfolk Southern Railroad Crossing Negotiations - ML King at White Oak; Hamilton at Commerce and Hershey at Hamilton. Completion date - December 2006.
24. The seventh partial payment to Farnsworth Group in the amount of \$5,919.89 on a contract amount of \$168,400 of which \$58,575.04 will have been paid to date for work certified as 35% complete for the Lincoln Street - Bunn to Morrissey. Completion date - July 2006.
25. The sixth partial payment to Farnsworth Group in the amount of \$17,701.36 on a contract amount of \$268,000 of which \$97,425.60 will have been paid to date for work certified as 36% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date - November 2006.
26. The second partial payment to Clark Dietz in the amount of \$6,700.08 on a contract amount of \$68,800 of which \$23,368.36 will have been paid to date for work certified as 48% complete for the Main Replacement on Hinshaw/Barker. Completion date - December 2006.
27. The first partial payment to Consoer Townsend & Associates in the amount of \$1,523.88 on a contract amount of \$20,000 of which \$1,523.88 will have been paid to date for work certified as 8% complete for the Water Department Sludge Lagoon. Completion date - December 2006.

28. The third partial payment to Gildner Plumbing, Inc. in the amount of \$207,620 on a contract amount of \$563,312 of which \$318,640 will have been paid to date for work certified as 56% complete for the Division Street CSO Elimination and Sewer Separation. Completion date - July 2006.

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

Respectfully,

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt 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: Request to Pay Stark Excavating, Inc. for Emergency Manhole and Sewer Repair at the Intersection of Washington Street and Clinton Street

It was discovered that the area of sewer near the manhole collapsed at the intersection of Washington and Clinton. The need for the repair was an emergency situation and due to the depth of the sewer and the scope of the work, Stark Excavating, Inc. was contacted by staff to make the necessary emergency repairs. Stark Excavating, Inc. repaired the sewer, the manhole and collapsed pavement. An invoice has been submitted for time and materials in the amount of \$6,644. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$6,644 to Stark Excavating, Inc. for the repair of the manhole, sewer and pavement at the intersection of Washington and Clinton Streets. Payment for this work will be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt 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: Bent School PTO Playground Project

Staff was approached by members of the Bent School Parent Teacher Organization (PTO) last year about participating in the funding of a new playground at Bent School. They have submitted a letter requesting a contribution of \$20,000 from the City to assist them in reaching their fundraising goal for a new playground.

In the past the City has assisted with funding for playgrounds. In 2001 the City assisted with the Sheridan School playground in the amount of \$20,000. Last year the Mayor and Council approved the contribution of \$25,000 toward the replacement of the Washington School playground. The playgrounds are accessible and available to the general public during non-school hours.

Staff respectfully recommends that Council approve a payment in the amount of \$20,000 to the Bent School PTO to be applied toward the purchase of new playground equipment, and that the Purchasing Agent be authorized to issue a Purchase Order for same. Funds are available in the Fixed Asset Replacement Fund, account F14110-72140 for this project.

Respectfully,

Dean Kohn
Director Parks & Recreation

Tom Hamilton
CityManager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the payment to Bent School PTO in the amount of \$20,000 be approved and the Purchasing Agent authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve EMT-I Training

Staff respectfully requests that Council waive the formal bidding process and approve Emergency Medical Technician - Intermediate training for eight (8) Fire Department personnel from Heartland Community College in the amount of \$14,050. This training is a required step in the upgrade of the Fire Department's ambulances to the intermediate level.

The Heartland Community College program is approved and recommended by the McLean County Emergency Management System, (EMS). Utilization of the Heartland program reduces travel and overtime costs, as well as eliminates the need for students to take an additional examination prior to admission to the area EMS system. Payment for this training will be made from budget line item 15210-70790.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 80

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF EMT-I TRAINING FROM HEARTLAND
COMMUNITY COLLEGE AT A PURCHASE PRICE OF \$14,050**

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

- 1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase EMT-I Training from Heartland Community College at a Purchase Price of \$14,050.

ADOPTED 12th day of June, 2006.

APPROVED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**HEARTLAND COMMUNITY COLLEGE
CORPORATE EDUCATIONAL SERVICES AGREEMENT**

This Agreement is entered into by the Board of Trustees of Community College District No. 540, Counties of DeWitt, Ford, Livingston, Logan, McLean and Tazewell, and State of Illinois, (herein "Heartland Community College") City of Bloomington herein "Client").

The purpose of this Agreement is to set forth the rights and obligations of the parties with respect to educational services to be provided by Heartland Community College to Client. It is hereby agreed that:

PROGRAM Heartland Community College will arrange for an Intermediate EMT training program.

STUDENTS The Client will provide the names of the 8 people who will receive training.

SCHEDULE 18-contact hours per week for 15 weeks.

LOCATION The training session will be at: Bloomington Fire Station #2 1911 E Hamilton, Bloomington.

INSTRUCTION Training Sessions will be administered by qualified trainers hired by Heartland Community College.

COMPENSATION For the educational services to be provided under this agreement, Client shall pay Heartland Community College \$12,488.00. Heartland Community College will invoice Client at the conclusion of the training.

18-contact hours for 15 weeks	\$ 10,168.00
100-contact hours Practical Assistants	\$ 2,000.00
Student fees 8 @ \$40=	\$ 320.00
Total Program Cost:	\$ 12,488.00

CONTACT PERSONS

Heartland Community College:

Name: Scot Migel
Address: 1500 W Raab Road
Normal, IL 61761
268-8435

Bloomington Fire Department:

Name: Mike Kimmerling
Address: 310 N. Lee St.
Bloomington, IL 61701-3834
434-2627

Heartland Community College and the Client further agree that:

1. MATERIALS: All materials (e.g., documents, videos, slides, information, etc.) or rights to materials (including but not limited to copyright) prepared, developed or produced by Heartland Community College for the program shall belong to Heartland Community College, except as otherwise agreed to in writing.

2. FACILITIES CONDITION AND ORIENTATION: Facilities provided by Client for the program, if any, shall be kept and maintained by Client at Client's expense in a good, safe and healthful condition. Heartland Community College faculty or others will be provided an orientation to the facilities as reasonably requested or appropriate.

3. INSURANCE: Client has and will maintain throughout the term of this agreement suitable and adequate general liability insurance and casualty insurance on the premises, or have a self-insurance program with respect to these risks consistent with a business or industry of its type. No claim shall be made by Client or its successors in interest against Heartland Community College or its board members, agents, employees or contractors on account of damage to or loss to person or property unless willful and wanton misconduct is shown.

4. EQUAL OPPORTUNITY: Heartland Community College is an equal opportunity educational institution. No person, on the basis of race, color, religion, sex, national origin, ancestry age marital status, physical or mental handicap or unfavorable discharge from military service or veterans status shall be discriminated against in employment, in educational programs and activities, or in admissions. Heartland Community College complies with applicable federal and state laws prohibiting discrimination, including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act and the Illinois Human Rights Act.

Heartland Community College further provides that no otherwise qualified disabled person shall, by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the College (as required by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and Illinois Human Rights Act.)

5. STUDENT RECORDS AND TRANSCRIPT: Heartland Community College will keep and maintain student records and a transcript relative to the student's participation in the program in accordance with its usual practices. Client recognizes that without student written approval, information regarding the student will not be released to Client.

6. BINDING EFFECT: This agreement shall be binding on and extend to the parties and their successors and assigns.

7. BILLING: The Client will be responsible for payment of the contractual amount within 60 days of the billing date. After this date, the client will be subject to a late payment fee of an additional 10% of the total payment due.

Heartland Community College

City of Bloomington

Gary Taylor 6/21/06
Director of Corporate Education

Stephen F. Stockton
Mayor, City of Bloomington

Motion by Alderman Crawford, seconded by Alderman Schmidt that the formal bid process be waived, the EMT-I training provided by Heartland Community College be approved in the amount of \$14,050, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Additional EnCase Computer Software

At the May 22, 2006 Council meeting, Council approved waiving the formal bidding process and purchasing EnCase Computer Forensics Software and Training. The staff memo submitted at that meeting indicated that the software and training were included in the purchase price of \$11,025. Staff inadvertently included the software in the previous request when in fact only the training was included.

The department currently uses EnCase software, the recognized leader in computer forensics and Law Enforcement standard in this area. Staff wishes to purchase a second copy of this software that is network enabled, allowing all forensic laboratory investigators access to the system. The additional price for this second copy of the EnCase software is \$16,704.20.

Staff respectfully requests that the formal bidding process be waived, the additional EnCase software be purchased from Guidance Software, the sole source provider in this area, in the amount of \$16,704.20, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted. Funds for this purchase are budgeted in F11610-72120.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 81**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF ADDITIONAL ENCASE SOFTWARE FROM
GUIDANCE SOFTWARE AT A PURCHASE PRICE OF \$16,704.20**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase additional EnCase software from Guidance Software at a Purchase Price of \$16,704.20.

ADOPTED this 12th day of June, 2006.

APPROVED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the formal bid process be waived, the additional EnCase software purchased from Guidance Software in the amount of \$16,704.20, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Police Office Furniture

Staff requested quotes from Widmer Interiors for the purpose of adding two (2) additional workstations in the Criminal Investigation Division (CID) of the Police Department, as well as updating office furniture in the CID Sergeant's Office and the Traffic Office. Quotes were received in the following amounts:

Add 2 workstations to CID	\$7,054.61
CID Sergeant's Office	\$3,859.86
Traffic Office	\$10,501.91
Total	\$21,416.38

Staff respectfully requests that the formal bidding process be waived and the furniture purchased under the US Communities purchasing agreement, the Purchasing Agent authorized to issue a purchase order in the amount of \$21,416.38 for same, and the Resolution adopted. Funds for this purchase were budgeted in F-15110-7210.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 82

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF ADDITIONAL FURNITURE FOR THE POLICE
DEPARTMENT AS WELL AS UPDATING OFFICE FURNITURE IN THE CID
SERGEANT'S OFFICE AND THE TRAFFIC OFFICE FROM WIDMER INTERIORS
UNDER THE US COMMUNITIES PURCHASING AGREEMENT AT A PURCHASE
PRICE OF \$21,416.38**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase additional furniture for the Police Department as well as updating office furniture in the CID Sergeant's Office and the Traffic Office from Widmer Interiors under the US Communities purchasing agreement at a Purchase Price of \$21,416.38.

ADOPTED this 12th day of June, 2006.

APPROVED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the formal bid process be waived, the office furniture purchased from Widmer Interiors under the US Communities purchasing agreement, in the amount of \$21,416.38, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Enter a Bulk Advertising Agreement with the Pantagraph to Promote Events at the Bloomington Center for the Performing Arts

Staff respectfully requests permission to waive the formal bidding process and enter into an agreement to purchase up to \$30,000 in advertisements in the Pantagraph to promote the Bloomington Center for the Performing Arts (BCPA) and the Cultural District during the 2006-07 fiscal year. This agreement will include guaranteed ad rates, yearlong linking to BCPA events from the Pantagraph Web site and free ad placements.

The Pantagraph is the only major daily newspaper publishing for a general audience in Bloomington-Normal. As such, the Pantagraph provides the only practical solution to promoting BCPA and Cultural District events and activities in the print media to a broad regional audience.

Staff respectfully requests that the formal bidding process be waived, the agreement with the Pantagraph to promote the BCPA be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted. Funds for these services will come from account X21100-70730 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 83

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN ADVERTISING AGREEMENT WITH THE PANTAGRAPH TO
PROMOTE THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS IN AN
AMOUNT NOT TO EXCEED \$30,000**

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

1. That the bidding process be waived and authorizing an advertising agreement with the Pantagraph to promote the Bloomington Center for the Performing Arts in an amount not to exceed \$30,000.

ADOPTED this 12th day of June, 2006.

APPROVED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(AGREEMENT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Schmidt that the formal bid process be waived, advertising agreement with the Pantagraph be approved in an amount not to exceed \$30,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bid analysis for Theatrical Lighting Equipment at Bloomington Center for the Performing Arts

Bidding proposals for the purchase of theatrical lighting instruments and associated equipment for the Bloomington Center for the Performing Arts were received until 11:00 am on Thursday,

May 31, 2006 at the office of the City Clerk. At that time bids were opened and read aloud as follows:

Theatreworks, Branson, MO	\$17,763.55
Limelight, Lee, MA	\$118,403.42
Norcostco Inc. Minneapolis, MN	\$103,342.03
Stage Technology, Minneapolis, MN	\$114,234.29
Theatrical Services, Wichita, KS	\$133,138.40
Indianapolis Stage, Indianapolis, IN	\$116,176.51
Barbizon Chicago, IL	\$110,801.30
William Masters, Bloomington, IL	\$125,945.00
Advance Audio, Peoria, IL	\$124,018.73

Thirteen (13) companies were sent notification of this project and received the bid package from the City Clerk. Nine (9) firms responded. The lowest bid of \$103,342.03 was provided by Norcostco. This bid is below the \$114,000 that staff had budgeted for this purchase.

In reviewing bids, staff noted mathematical errors in Norcostco's bid of \$103,342.03. The corrected total for Norcostco, Inc. is \$103,757.78. As this remains the lowest bid and the vendor responded to all items specified by the City, staff respectfully requests that Council accept the adjusted low bid of \$103,757.78 from Norcostco, Inc., and further, that the Purchasing Agent be authorized to issue a purchase order for same. Payment for this purchase will come from account X21100-72620 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the bid for lighting equipment be awarded to Norcostco, Inc., in the amount of \$103,757.78, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bid Analysis for Third Floor Remodeling of the Government Center

Bidding proposals were received on May 24, 2006, for the remodeling of the Third Floor of the Government Center. The base bids received were as follows:

Anderson Spencer Co. LLC	\$940,000.00	
Bishop Brothers Inc.	\$855,351.00	Low Bidder
Felmley Dickerson Co.	\$902,100.00	
Johnston Contractors Inc.	\$953,000.00	
P.J. Hoerr Inc.	\$946,500.00	
Steele Construction Inc.	\$915,850.00	
Vanguard Construction	\$974,700.00	

The building is owned by the McLean County Public Building Commission (PBC) who will hold the contract. The project pertains to the remodeling of the third floor of the Government Center to accommodate the City's Engineering Department. There were five (5) alternates that were also bid and pertain to miscellaneous work in other parts of the building. Staff recommends that four (4) of the five (5) alternates be accepted. The City will share the cost of this remodeling with the County.

Staff respectfully recommends that Council award the contract to the low bidder, Bishop Brothers, Inc. of Peoria, in the amount of \$855,351 plus four (4) alternates in the amounts of \$27,723; \$61,675 contingency; \$133,000 Architect and Engineering fee, and \$8,000 PBC legal fees, for a total contract amount of \$1,083,749 with the City's share to be \$541,874.57. The City has already provided \$800,000 to the PBC for this work. Upon completion, the City will receive a rebate of the difference in what has been paid and the final cost.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the bid be awarded to Bishop Brothers, Inc. in the amount of \$1,083,749, with the City's share being \$541,874.57, and the Mayor and City Clerk 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: Amended Ambulance Billing Contract

On March 14, 2005, Council approved a Contract with Accumed Billing Company to perform ambulance billing service for the City. Accumed has offered to reduce the collection rate from the current 7.5% to 7.25% in exchange for a one year extension to the existing agreement. The current agreement expires May 31, 2008. Accepting this proposal extends the current agreement until May 31, 2009.

Staff's experience to date with Accumed has been very good. The billing services received has exceeded staff's expectations, and collections have been within the range anticipated. Additionally, the Town of Normal recently entered into a three year agreement with Accumed that includes the 7.25% rate.

Staff estimates that the City will save approximately \$5,500 over the term of this agreement and does not foresee any disadvantage to the City as the result of extending the term by one year. Staff respectfully recommends that Council approve a one year contract extension with Accumed Billing Company to perform ambulance billing services until May 31, 2009, and further that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the existing contract with Accumed Billing Company be extended until May 31, 2009, 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: Change Order to the Contract with McGladrey & Pullen to Perform Audit Services for Coliseum Fund Operated by Central Illinois Arena Management (CIAM)

On January 27, 2003, Council approved McGladrey & Pullen to act as the City's auditing firm and to prepare the Comprehensive Annual Financial Report for fiscal year 2003 as well as the subsequent four (4) fiscal years. At that time, the construction of the Coliseum had not yet been approved. Now that the Coliseum has become a reality, the City must provide for an audit of the Coliseum Fund which is operated by CIAM.

Since this is beyond the original scope of the audit engagement by McGladrey & Pullen, staff requests that Council approve a change order to add the audit of the Coliseum Fund to the existing agreement with McGladrey & Pullen. The agreement for the audit engagement with McGladrey & Pullen ends April 30, 2007.

The advantages to using the same audit firm for the City audit, the preparation of the all inclusive Comprehensive Annual Financial Report and the Coliseum Fund are as follows:

To provide consistency in auditing and the review of internal controls.

Using the same audit firm would mean the audit would be done in a time frame to meet external reporting requirements.

The City's financial report will include the Coliseum Fund operated by CIAM, with one comprehensive opinion letter. If another audit firm completes the Coliseum Fund's audit, McGladrey & Pullen can only issue an opinion on the portion of the City's financial statement that they audit. It would not be advisable for the City's financial statements to have multiple opinion letters issued by multiple audit firms.

McGladrey & Pullen is familiar with the City's operations and have been helpful in guiding staff through some of the complex accounting questions that the operation of the Coliseum has created.

Staff is very pleased with the services provided by McGladrey & Pullen. They have been very timely with reporting, have guided staff through the new reporting implementation with GASB34, are very efficient in their field work, and have prepared a quality report for the City.

McGladrey & Pullen has provided the following quote for the audit of the Coliseum Fund:

- April 30, 2006 \$14,500
- April 30, 2007 \$15,250

Staff respectfully requests that Council approve a Change Order to add the audit of the Coliseum Fund to the existing agreement with McGladrey & Pullen for the fiscal years ending April 30, 2006 and April 30, 2007 for an additional amount totaling \$29,750, and the Resolution adopted.

Respectfully,

Judy Whitehart
Asst. Finance Director

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 84

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$29,750 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND MCGLADREY & PULLEN FOR THE AUDIT OF THE COLISEUM FUND FOR THE FISCAL YEARS ENDING APRIL 30, 2006 AND APRIL 30, 2007

WHEREAS, the City of Bloomington has previously entered into a contract with McGladrey & Pullen for Pullen to act as the City's auditing firm and to prepare the Comprehensive Annual Financial Report for fiscal year 2003 as well as the subsequent four (4) fiscal years; and

WHEREAS, for the reasons set forth in a staff report dated June 12, 2006 it was necessary to add the audit of the Coliseum Fund for the fiscal years ending April 30, 2006 and April 30, 2007; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the June 12, 2006 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 \$29,750 in the contract between the City of Bloomington and McGladrey & Pullen for adding the audit of the Coliseum Fund for the fiscal years ending April 30, 2006 and April 30, 2007 be approved.

ADOPTED this 12th day of June, 2006.

ADOPTED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Change Order to the contract with McGladrey & Pullen to add the audit of the Coliseum Fund for the fiscal years ending April 30, 2006 and April 30, 2007 be approved in the amount totaling \$29,750 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: Change Order for Brisbin Brook Beynon Architects Contract

Brisbin Brook Beynon Architects currently provides contract administration for construction of the US Cellular Coliseum. The construction phase of this project has extended beyond the time expected. Therefore, Brisbin Brook Beynon will be providing contract administration services for approximately 2 ½ additional months.

Their work is expected to be completed by mid June when contract close out is finished. The cost for this additional service is \$25,000. Funds for this service will be paid for out of the Coliseum Capital Project Bond Funding Account and the Pepsi Ice Center Capital Project.

Staff respectfully recommends that the change order be approved, and the Resolution adopted.

Respectfully submitted,

Tom Hamilton, City Manager

RESOLUTION NO. 2006 - 85

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$25,000 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND BRISBIN, BROOK, BEYNON ARCHITECTS FOR CONTRACT ADMINISTRATION FOR THE CONSTRUCTION OF THE US CELLULAR COLISEUM

WHEREAS, the City of Bloomington has previously entered into a contract with Brisbin, Brook, Beynon Architects for Contract Administration for the Construction of the US Cellular Coliseum; and

WHEREAS, for the reasons set forth in a staff report dated June 12, 2006 it was necessary to extend the contract administration services for the US Cellular Coliseum; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the June 12, 2006 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 \$25,000 in the contract between the City of Bloomington and Brisbin, Brook, Beynon Architects for Contract Administration for the Construction of the US Cellular Coliseum be approved.

APPROVED this 12th day of June, 2006.

ADOPTED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Huette noted that this firm was the architect for the US Cellular Coliseum. He cited the additional cost and time. Tom Hamilton, City Manager, informed the Council that the fee had expired a short time back. This Change Order was due to the delay in the opening of the Pepsi Ice Center. Alderman Huette stated his understanding that this firm's contract specified an amount to do the job. The City has received a request for additional dollars. Mr. Hamilton noted that the contract specified the fee. This work was beyond the scope of the project.

Alderman Finnegan questioned the work to be done on Olive St. Mr. Hamilton noted that the residents of Lincoln Tower would use the Pepsi Ice Center parking deck. The work should be completed in the next two to three (2 – 3) weeks. Once completed the Tower would have a nice no access parking lot.

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Change Order to the Contract with Brisbin, Brook, Beynon Architects for Contract Administration for the Construction of the US Cellular Coliseum be approved in the amount of \$25,000 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: Proposed Amended Intergovernmental Agreement with the Town of Normal for the Maintenance and Operation of Traffic Control Devices

The City and Town of Normal have operated under an intergovernmental agreement that defines how traffic control devices are maintained when they are located at intersections with joint boundaries. The agreement determines the level of maintenance service required; which community is responsible for maintenance and operation; the proportionate cost allocation for maintenance, and energy costs for each intersection. The existing agreement was approved on July 14, 2003. New signals may be added to the Agreement by following Paragraph K of Part 4 (page 4) of the Agreement.

Two new signalized intersection have been added recently that need to be incorporated into the agreement. The two new intersections are:

Market Street (IL 9) at Walton Drive in the Enterprise Zone
College Avenue at Meijer Entrance

Staff will provide maintenance for all the intersections indicated and will then submit invoices to the Town of Normal for their appropriate share for all maintenance and operation costs. The Town of Normal has already approved this Amended Intergovernmental Agreement.

Staff respectfully requests that Council approve an Amended Intergovernmental Agreement for the Maintenance and Operation of Traffic Control Devices with the Town of Normal and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Amended Intergovernmental Agreement for Maintenance and Operation of Traffic Control Devices with the Town of Normal 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: Change Order to George Gildner, Inc. for Additional Work Completed on the Water Treatment Plant 12” Reclaim Main Project

George Gildner, Inc. has recently completed installation of a new 12” reclaim water main at the Lake Bloomington Water Treatment Plant. During installation of this main several issues arose which complicated the project and required that a Change Order be issued to pay for additional work performed by the contractor.

However, due to an error in calculating Change Order No. 1, it is now necessary to request an additional change order as a correction.

Original Contract	\$ 53,855.00
Change Order No. 1	\$ 22,975.51
Change Order No. 2 (Proposed)	<u>\$ 3,138.75</u>
Completed Contract	\$ 79,969.26

Staff respectfully requests that Council approve a Change Order to George Gildner, Inc. in the amount of \$3,138.75 for additional work done as part of the Water Treatment Plant 12" Reclaim Main Project with payment to be made with Water Depreciation Funds (X50200-72620) (Orig. P.O. #76987, Change Order No. 1 P.O. #82237).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Change Order be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for Professional Services Agreement with Farnsworth Group for the Main Branch Kickapoo Pump Station Surveys and Forcemain Design, and Property Surveys for the Brokaw Road Sanitary Sewer

On December 27, 2005, Council approved a contract with Farnsworth Group to complete the Main Branch Kickapoo Pump Station Surveys and Forcemain Design, and Property Surveys for the Brokaw Road Sanitary Sewer on a time and materials basis for a total fee not to exceed \$256,000. This agreement was amended by the City Council on March 13, 2006, to include the additional service of easement acquisition, increasing the total time and materials based fee to an amount not to exceed \$268,000.

The current agreement called for the design of one (1) force main. After completion of the preliminary design, and 35% review stage, staff requested additional services from Farnsworth Group to design a second force main including alternates in the bid proposal to construct single or dual force mains of either ductile iron or C-900 PVC. These additional services increased the current design phase services by \$12,220.

The current agreement called for the City to provide a Geotechnical Engineering Analysis for the structures on the pump station site. Farnsworth Group had a Geotechnical Investigation completed for the area north of the pump station site and had general familiarity with the soils in the area. Staff requested a time and materials based cost to have a Soil Borings and Geotechnical Engineering Report completed. This work adds an Additional Design Service to the original agreement at a time and material based fee not to exceed \$4,300.

These additional services add \$16,520 to the original agreement as amended on March 13, 2006 for a total fee not to exceed \$284,520. Funds to complete this design and construct the pump station and force main are included in the current (2006-2007) Capital Improvement budget.

Staff respectfully recommends that Council approve a change order in an amount not to exceed \$16,520, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted. Funds for this additional work will be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 86

A RESOLUTION AUTHORIZING A CHANGE ORDER IN AN AMOUNT NOT TO EXCEED \$16,520 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND FARNSWORTH GROUP FOR PROFESSIONAL SERVICES FOR THE MAIN BRANCH KICKAPOO PUMP STATION SURVEYS AND FORCEMAIN DESIGN, AND PROPERTY SURVEYS FOR THE BROKAW ROAD SANITARY SEWER

WHEREAS, the City of Bloomington has previously entered into a contract with Farnsworth Group for Professional Services for the Main Branch Kickapoo Pump Station Surveys and Forcemain Design, and Property Surveys for the Brokaw Road Sanitary Sewer; and

WHEREAS, for the reasons set forth in a staff report dated June 12, 2006 it was necessary to design a second force main including alternates in the bid proposal to construct single or dual force mains of either ductile iron or C-900 PVC, and have a Soil Borings and Geotechnical Engineering Report completed; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the June 12, 2006 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 an amount not to exceed \$16,520 in the contract between the City of Bloomington and Farnsworth Group for Professional Services for the Main Branch Kickapoo Pump Station Surveys and Forcemain Design, and Property Surveys for the Brokaw Road Sanitary Sewer be approved.

APPROVED this 12th day of June, 2006.

ADOPTED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Change Order to the Contract with Farnsworth Group for Professional Services for the Main Branch Kickapoo Pump Station Surveys and Forcemain Design, and Property Surveys for the Brokaw Road Sanitary Sewer be approved in an amount not to exceed \$16,520, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ratification of Collective Bargaining Agreement with Lodge 1000 of the International Association of Machinists and Aerospace Workers, AFL-CIO

The City and Lodge 1000 of the International Association of Machinists and Aerospace Workers, AFL-CIO held their last negotiation session on Tuesday, May 23, 2006. Serving on the

bargaining committee for the City were Craig Cummings, Director of Water, Doug Grovesteen, Director of Engineering, Laurie Wollrab, Compensation and Benefits Manager, Angie Brown, HR Specialist and Emily Bell, Director of Human Resources. On May 31, 2006 the Tentative Agreement was ratified by the membership of Lodge 1000.

Highlights of the Agreement are as follows:

Base wages will be increased by three percent (3%) on each May 1 for the four (4) year term of the Agreement.

Changes to Health Insurance

- Replace the OSF HMO with Health Alliance HMO
- Increase PPO deductible from \$150.00 to \$250.00
- Increase PPO out of pocket maximum from \$400.00 to \$750.00
- Change to a three tiered prescription card
- Decrease out of network reimbursement from 70% to 60%

Increased Employee contribution for health insurance from zero to 25%, Employee plus one and Family, 25%.

Restructure of eligibility for sick leave buyback to have a combined 75 years of service and age with a minimum of 15 years of service. Allowing employees to contribute up to 100% of unused sick leave (max. 1440 hours) in a Retirement Health Savings Plan currently administer by ICMA.

Changed Employee's Birthday holiday to Martin Luther King, Jr. Day, consistent with City holiday schedule. Effective January 1, 2007.

Increased Probationary Period from 90 working days to 120 working days.

Wellness Day for No Sick Leave Usage in a year instead of \$100.00 Savings Bond.

The staff respectfully recommends that Council ratify the Tentative Agreement.

Respectfully,

Emily Bell,	Craig Cummings	Doug Grovesteen	Tom Hamilton
Director of H.R.	Director of Water	Director of Engineering	City Manager

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Collective Bargaining Agreement with Lodge 1000 of the International Association of Machinists and Aerospace Workers, AFL-CIO be ratified.

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: Illinois Department of Natural Resources Agreement - Gaelic West LLC

Over the last year, staff and the Farnsworth Group have been working with the Illinois Department of Natural Resources (IDNR) on a dam modification and stream restoration of Brookridge Creek for Gaelic West LLC. All permits for this project are in line and the only phase left before final approval is a contract agreement between the City and IDNR.

Staff respectfully requests that the Agreement for the maintenance and inspection of Brookridge Creek be approved, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

Respectfully,

Dean Kohn
Director Parks & Recreation

Tom Hamilton
CityManager

RESOLUTION NO. 2006 - 87

WHEREAS, the Illinois Department of Natural Resources, Office of Water Resources is requiring, prior to issuance of its permit for the proposed Brookbridge Creek channel restoration, that City resolves to ensure the continued maintenance of the modified Brookbridge Creek channel, and

WHEREAS, the Engineering Department has recommended approval of the attached agreement, now therefore:

BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois, that:

By the adoption of this resolution, the City Council authorizes the Mayor to execute the attached agreement which provides for the inspection and maintenance of the Brookbridge Creek channel.

FURTHER, the City Clerk of the City of Bloomington shall attest the same after the signature of the Mayor.

APPROVED this 13th day of June, 2006.

Stephen F. Stockton
Mayor - City of Bloomington

ATTEST:

Tracey Covert
City Clerk

Ayes: 8
Nays: 0
Absent: 0

INSPECTION & MAINTENANCE PLAN

City of Bloomington
Brookbridge Creek Channel Modification

General

The inspection and maintenance procedures for the completed project, as shown on Exhibit A are outlined herein. Proper maintenance will help ensure that the project does not damage other properties and will maximize the project life and minimize future repair expenses.

Anticipated costs for the inspection and maintenance of the channel will be incorporated into the annual Bloomington Parks Department Budget.

Inspections

The minimum frequency of inspections to be conducted will be as follows:

1. Twice each year: in April and in August.
2. After each major storm event producing 1 or more inches of rainfall in a 24-hour period or substantial snow melt.

The channel as shown on Exhibit A will be inspected for evidence of damage, obstructions or sedimentation which could impair the proper functioning of the channel. Culverts will be inspected for accumulated debris which could cause the restriction of flow. Inspections will also note the condition of the vegetation with particular attention to plant vigor and stand of desirable pant species.

Inspection Reports

An inspection report will be completed indicating the specific maintenance work to be done after each inspection is completed. Each report shall include the following information:

1. Date of the inspection and names of persons performing the inspection.
2. Items inspected and narrative description of their conditions.
3. Recommendations for needed maintenance work and estimated costs for the work.
4. Schedule for completion of needed maintenance and who is responsible for completing the work.

Copies of inspection reports will be maintained in the file of the City of Bloomington for future use and reference.

Maintenance Plan

Maintenance is defined as the work required to keep the constructed works in, or to restore them to, the configuration as shown on the permitted plans. Maintenance includes performance of actions necessary to prevent deterioration as well as restoring, replacing, and/or rebuilding parts that have been damaged during the operation of the system and shall apply to the following components:

1. Earthen Channel – Keeping free of garbage and other debris, filling low spots with soil, repairing any holes made by burrowing animals, repairing any damages from flows in the channel.
2. Vegetation – Mowing periodically and using chemical control of undesirable species. The need for fertilizer will be determined by the condition of vegetation at the time of the inspections.
3. Sediment Removal – Removing sediment from the culverts and/or the channel when the sediment accumulates to more than 6 inches above the elevations noted on the as-built plans at any point in the channel. Excavated material shall be removed from the floodplain.

Term of Plan and Agreement

This plan and agreement will remain in force for the life of the practices installed by the project.

A set of as-built plans must be placed on file with the City upon completion of the construction for this project. If the as-built plans indicate changes in the culverts or the channel from the originally approved/permitted design, a letter indicating agreement of the City and the Department of Natural Resources with those changes must be submitted with the as-built plans.

Approval

Name of City: Bloomington

By: Stephen F. Stockton

Date: June 13, 2006

This action was authorized at an official meeting of the City Council named immediately above on June 12, 2006 at 7:30 p.m.

Attest: Tracey Covert

Title: City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the agreement with IDNR for the maintenance and inspection of Brookridge Creek be approved, 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: Acquisition of Property for Little Kickapoo Creek Pump Station

The City is obligated under an Annexation Agreement with the developers of The Grove Subdivision to construct a sanitary sewer pump station and force main to serve this development. The best site for the pump station is in a low area next to the Little Kickapoo Creek on property owned by Jim Adams. Mr. Adam's has no objection to having a pump station on his land and is willing to sell the ground to the City. Adams currently farms his land, but understands the benefit of having sewer available to him for future development.

The pump station and force main will only be needed until a gravity sewer to the Randolph Township treatment plant is constructed. This sewer will follow the Little Kickapoo Creek south from the pump station site for approximately one mile across Adams' land. The City would eventually have had to enter into negotiations with Mr. Adams again to acquire the easement interest. Staff expected to wait until the sewer was designed and easement plats were available.

Mr. Adams inquired regarding the easements at the pump site. He desired to resolve all of the sewer questions at once.

Mr. Adams has agreed to convey one acre of land for the pumps station site and grant a permanent sewer easement to the City on the following terms. The City will pay \$22,000 for the one acre parcel. This reflects the average price paid for land within the Grove Subdivision. Adams will also convey the easement in exchange for the City extending a sanitary sewer main and a water main across Ireland Grove Road to his property. The estimated cost of performing this work is \$50,000. This cost will be built into the cost of water and sewer mains. This closely approximates the amount the City would pay for an easement of the size being conveyed.

The contract is beneficial to the City because it meets the immediate need for property for the pump station site as well as securing a substantial length of the total easement needed to build the gravity sewer on terms fair to both parties. Funds (\$22,000) for the immediate purchase are available in X52200-72550. Staff respectfully requests that Council approve the Contract for Purchase and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

CONTRACT FOR SALE OF REAL ESTATE

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

THIS CONTRACT is entered into between James F. Adams, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

1. DESCRIPTION, PRICE AND PAYMENT:

a. Pump Station Site. Seller agrees to convey the following described real estate to Buyer for the purpose of constructing public sewer pump station and necessary appurtenances thereto:

The North 208.71 feet of the West 208.71 feet of the East Half of the Northwest Quarter of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, containing 1.00 acre, more or less.

b. Permanent Sewer Easement. Seller agrees to grant a 40 foot wide permanent easement across Seller's property in the location shown on the drawing attached hereto as Exhibit A and incorporated herein by reference to Buyer for the purpose of constructing sewer

lines and providing access thereto to Buyer. Precise legal description based on survey to be provided by Buyer at Buyer's expense.

~~with improvements, commonly known as — located thereon, to Buyer agrees to pay \$22,000.00 for the pump station site and to provide water and sewer service connections, as more particularly described in paragraph 13 (F) and (G) as consideration for the easement. in the manner following: \$ — (inclusive of earnest money) upon the execution of this Contract:~~

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

~~_____ B. To be held in escrow until closing;~~

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

~~and the remainder by cashier's check, certified funds or the equivalent Payment for the pump station site shall be made on or before the 1st day of June, 2006, and on receipt of deed.~~

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

3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to the pump station site to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and deliver possession to Buyer upon payment being made as herein provided, on or before the 1st day of June, 2006. Seller shall execute a Grant of Easement conveying the easement to Buyer upon Buyer's request, but in no event later than 60 days of the receipt of any such request. ~~Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.~~

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

5. TAXES: Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. Further, the parties agree that the real estate taxes shall be re-prorated

for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, the Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within 15 days from receipt of the re-proration computation (or receipt of the actual real estate tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

6. ENCUMBRANCES:

- A. Mortgages on the pumps station site, if any, shall be satisfied out of purchase price and released *within 90 days of the date* when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded. Buyer agrees that permanent easement may be subject to any existing mortgage on the underlying property, provided however that Seller shall obtain Lender's consent to the grant of easement. Buyer shall pay any fee required to be paid to obtain Lender's consent..
- B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. PERSONAL PROPERTY: (Deleted)

8. FINANCING: (Deleted)

9. TERMITE PROVISION: (Deleted)

10. EQUIPMENT & INSPECTIONS:

A. EQUIPMENT: (Deleted)

B. INITIAL INSPECTIONS: (Deleted)

C. RADON TESTING: (Deleted)

D. WELL/SEPTIC TESTING: (Deleted)

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

- F. FINAL INSPECTION: (Deleted)
11. **LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS:** (Deleted)
12. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:
- A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
13. **ADDITIONAL PROVISIONS:**
- ~~A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;~~
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- ~~D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);~~
- E. Time is of the essence of this Contract;
- F. This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.
- G. The permanent easement shall be granted on the terms set forth in the attached Grant of Easement.
- H. Buyer will extend a maximum 12" sanitary sewer main across Ireland Grove road to a manhole located on Seller's property at Buyer's sole expense. Buyer will cause such work to be done as part of the infrastructure improvements for the first addition to the Grove Subdivision lying north of Seller's property and adjacent to Ireland Grove Road. Seller agrees to grant Buyer an easement for any sewer structures that must be located on Seller's property for no additional consideration.
- I. Buyer will extend a maximum 12" water main across Ireland Grove road to a temporary fire hydrant located on Seller's property at Buyer's sole expense.

Buyer will cause such work to be done as part of the infrastructure improvements for the first addition to the Grove Subdivision lying north of Seller's property and adjacent to Ireland Grove Road. Seller agrees to grant Buyer an easement for any water structures that must be located on Seller's property for no additional consideration.

- J. Buyer will make an entrance and construct an asphalt driveway to provide access to the pump station site from Ireland Grove Road. Buyer agrees to leave the entrance open and will install a gate in Seller's fence to give Seller access to the field behind the pump station site.

14. **ESCROWEE:** (Deleted)

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

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

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

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

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

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

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

22. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, and 6.

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

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

SELLER

James F. Adams

BUYER

City of Bloomington, a Municipal Corporation

Stephen F. Stockton
June 13, 2006

Attest:

Tracey Covert

June 13, 2006

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Contract for Purchase with Mr. Adams be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Agreement with Farnsworth Group for Quality Control/Quality Assurance, (QC/QA) Engineering Services for the Preliminary Design of Ireland Grove Road

Staff completed a preliminary design of the future Ireland Grove Road from Towanda Barnes Road to County Road 2100 E. The design was completed in order to determine future horizontal and vertical alignment of the roadway and to establish horizontal and vertical locations for currently proposed utilities. Staff considers the accuracy of this preliminary design of the utmost

importance and therefore needs to confirm its veracity. Farnsworth Group approached staff with a proposal to perform QC/QA services on this preliminary design. Staff has reviewed this proposal on a time and material basis, for a total fee not to exceed \$10,000 and finds it acceptable. There are sufficient Capital Improvement Funds to cover this expense.

Staff respectfully recommends that Council approve an agreement with Farnsworth Group to provide QC/QA services for a total fee not to exceed \$10,000, and that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this work will be made with Capital Improvement Funds - X40100-72530.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Alderman Schmidt questioned this item. She specifically cited a ten foot (10') bicycle path along Ireland Grove Rd. She questioned if this feature would be incorporated into newer road ways. Tom Hamilton, City Manager, addressed the Council. He responded affirmatively. This bicycle path would connect to the Pony League area. It could be taken out to the Grove Subdivision as part of the Constitution Trail. It would be adjacent to the road way.

Motion by Alderman Crawford, seconded by Alderman Schmidt that the agreement with Farnsworth Group to provide QC/QA Services for the Preliminary Design of Ireland Grove Road be approved in an amount not to exceed \$10,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

June 12, 2006

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To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Business Park at Nord Farms - Illinois Department of Transportation (IDOT) Highway Permit for Thor Drive and Illinois Route 9

Staff approved the construction plans for the Business Park at Nord Farms on August 18, 2005. The construction plans called for an intersection with Illinois Route 9 to be built at the east side of the subdivision. Work at this intersection requires an IDOT Highway Permit, which needs to be approved by Council.

Staff respectfully recommends that Council approve a highway permit with IDOT District 5 and the Mayor and City Clerk authorized to execute the necessary documents.

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 Schmidt that the IDOT Highway Permit for Thor Drive and Illinois Route 9 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: Proposed Ordinance Amending Chapter 27 of the City Code, Raising Water Rates

Between 1991 and 2003, the City increased water rates three times. The last rate increase took place three years ago, in May of 2003. That increase, a seven percent (7%) overall increase was

necessary to provide funds to maintain the water system, expand the system to serve new customers, and provide the debt service needed to pay for the replacement of the 1930 water transmission line that goes from Lake Bloomington to the Ft. Jesse Pump Station, otherwise known as the Pipeline Road project.

The proposed change is approximately a three percent (3%) increase, effective July 1, 2006 and was noted in the 2006-2010 budget approved by Council. The increase in revenue in the Water Department 2006-07 fiscal year was largely predicated on the adoption of this increase. Water customers would see this increase when they pay their water bills in August, 2006. The increase would not raise the usage rates but would come in the form of an increase in the service charge which was originally proposed as the year-two increase outlined in the 2003 water rate study. That increase was not adopted at the time because the Pipeline Road project was proceeding slower than anticipated and therefore the debt service on the financing for the project was less than originally forecast.

For nearly 86% of the customers in the City, (primarily residential customers), this increase would amount to \$1.35 per month, increasing the current service charge from \$1.15 per month to \$2.50 per month. The service charges on other size meters will increase as well, based upon on the size of the meter utilized. The service charge increases are noted in the table below:

Meter Size	Current Inside City	Proposed Inside City		Current Outside City	Proposed Outside City	Difference per month (inside City only)
	Amount	Amount		Amount	Amount	Amount
5/8 inch	\$1.15	\$2.50		\$1.20	\$4.00	\$1.35
¾ inch	\$1.15	\$3.50		\$1.20	\$5.00	\$1.85
1 inch	\$2.20	\$5.00		\$2.25	\$7.50	\$2.80
1 ½ inch	\$3.85	\$8.00		\$4.00	\$10.00	\$4.15
2 inch	\$5.85	\$12.00		\$6.00	\$15.00	\$6.15
3 inch	\$10.50	\$21.00		\$10.85	\$30.00	\$10.50
4 inch	\$17.20	\$35.00		\$17.70	\$50.00	\$17.80
6 inch	\$34.00	\$70.00		\$34.00	\$100.00	\$36.00
8 inch	\$54.00	\$110.00		\$56.00	\$150.00	\$56.00

In addition to modestly increasing the service fee, the City is proposing a water rate usage change for wholesale customers of the Villages of Hudson and Towanda, and the Bloomington Township Public Water District. For the two villages, this would amount to five percent (5%). For the Bloomington Township Public Water District, the increase would be three percent (3%). The water rates for the two villages have not been increased since 1994 and the District last had a rate increased in 2003.

Staff respectfully requests that Council approve the Text Amendment to Chapter 27 of the City Code, and that the Ordinance be passed.

June 12, 2006

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Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 58

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 27

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

SECTION 1. That Bloomington City Code Chapter 27, Section 27, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 27 WATER RATES.

Effective on billing cycles beginning ~~June 1, 2003~~ July 1, 2006, the cost of City water shall be ascertained according to the amount of water used during the month for which the charge is made and shall be graduated as follows:

	<u>Rate Per 100 Cubic Feet</u>	
	<u>Inside City</u>	<u>Outside City</u>
First 2,300 cubic feet per month	\$3.06	\$6.92
Next 11,700 cubic feet per month	\$2.95	\$6.79
Next 486,000 cubic feet per month	\$2.61	\$5.91
Over 500,000 cubic feet per month	\$2.05	\$4.67
 Bloomington Township		\$2.97 <u>\$3.06</u>
Village of Hudson		\$2.20 <u>\$2.31</u>
Village of Towanda		\$2.20 <u>\$2.31</u>

The rates charged for water taken by truck from the City Pumping Station at Lake Bloomington or the City Pumping Station at Mason and Division Streets shall be twenty-five cents (\$0.25) per forty (40) gallons and such water shall be used as potable water only.

The rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

Meter Size	Inside City		Outside City	
	Amount		Amount	
5/8 inch	\$1.15	<u>\$2.50</u>	\$1.20	<u>\$4.00</u>
¾ inch	\$1.15	<u>\$3.50</u>	\$1.20	<u>\$5.00</u>
1 inch	\$2.20	<u>\$5.00</u>	\$2.25	<u>\$7.50</u>
1¼ inch		<u>\$2.85</u>		<u>\$2.90</u>

1 ½ inch	\$3.85	<u>\$8.00</u>	\$4.00	<u>\$10.00</u>
2 inch	\$5.85	<u>\$12.00</u>	\$6.00	<u>\$15.00</u>
3 inch	\$10.50	<u>\$21.00</u>	\$10.85	<u>\$30.00</u>
4 inch	\$17.20	<u>\$35.00</u>	\$17.70	<u>\$50.00</u>
6 inch	\$34.00	<u>\$70.00</u>	\$35.00	<u>\$100.00</u>
8 inch	\$54.00	<u>\$110.00</u>	\$56.00	<u>\$150.00</u>

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 12th day of June, 2006.

APPROVED this 12th day of June, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Gibson questioned if the water rate increase was tied in part to the pipe line project. Tom Hamilton, City Manager, responded affirmatively. Water rates are tied to the entire water system. The pipe line project included the pipes and the water tank.

Alderman Huette recalled that the water rates had been increased in 2003 by seven percent, (7%). He believed that this increase covered the cost of the line. Mr. Hamilton informed the Council that there were two (2) separate loans.

Craig Cummings, Director of Water, addressed the Council. He noted the 2003 seven percent, (7%), increase. The pipe line project was a multi phased project. The project was approximately fifty percent, (50%), complete. The debt for this project was at the same percentage. He noted the potential for additional water rate increases. The rate study projected three (3) increases, one in 2003, another in 2004, and the third in 2005.

Funds would be borrowed for the next phase then a determination would be made regarding any future rate increase. Mr. Hamilton noted that this approach delayed any rate increase.

Mr. Cummings hoped for a determination by next fall. Favorable loan rates would be dependent upon the state. The current debt service was \$450,000. The total debt service would equal \$850,000. The debt was one of the biggest factors impacting expenses. Completion of this project was three (3) years out.

Alderman Schmidt questioned if there would be another rate increase before 2010. Mr. Cummings responded affirmatively. The rate study would include a forecast regarding the loan's impact.

Mayor Stockton questioned the average cost for a gallon of water, (residential). He also questioned the percentage of increase for same. Mr. Cummings offered to prepare a forecast of future increases. He noted that price increases have also been impacted by the cost of metal. He believed the price would exceed \$13 million. Mayor Stockton expressed his belief that the City needed to control the price of water.

Alderman Finnegan cited additional fees. Mr. Hamilton noted that the water billing system was also used to collect the monthly refuse fee. He cited the average impact on the average home would be \$1.35 per month. He believed that the rate increase would be lower than the inflation rate.

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Text Amendment be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Text Amendment and Ordinance Amending City Code Chapters 10 and 17

Reacting to recent tragedies resulting from pyrotechnics (fireworks), the State amended the Fireworks Use Act (425 ILCS 35), effective July 25, 2005 and the Pyrotechnic Distributor and

Operator Licensing Act (225 ILCS 227), effective January 1, 2006. The basis of these modifications raised the level of professionalism required to conduct displays, increased safety requirements and placed the responsibility of allowing displays on local jurisdictions.

This third modification basically outlaws all pyrotechnic displays and sales in the State unless specifically allowed by the local jurisdiction. In short, the City would not be allowed to have its Fourth of July fireworks display without an Ordinance that specifically allows for it to happen.

In order to maintain consistency of intent and practice, staff proposes a new Article in Chapter 10, accomplishing several things:

1. Allows pyrotechnic displays with proper qualifications, site inspection and permits (with fees).
2. Moves inspection, permitting and enforcement from the Fire Department to Planning and Code Enforcement (Fire Inspectors).
3. Updates and combines code language from the existing Chapter 17 with applicable State Laws and moves that language from Chapter 17 to Chapter 10.
4. Continues to disallow consumer sales and display of fireworks.

Staff is confident that these changes will allow City and other fireworks displays to continue in compliance with state law and maintain our commitment to public safety. Staff respectfully requests that Council approve the text amendments and that the Ordinance be passed.

Respectfully,

Mark R. Huber
Director of PACE

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 59**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTERS 10 and 17**

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

SECTION 1. That Bloomington City Code Chapter 10, Article XIII further be amended by adding the following Article XIII to Chapter 10 of said Code:

SEC. 1 CITATION AND SCOPE.

This chapter shall constitute and be know as the Bloomington Fireworks Code and my be cited as such. This code shall govern the qualifications, location, sale and display of pyrotechnics (fireworks) in the City of Bloomington.

SEC. 2 CONFLICTING PROVISIONS.

In the event of any conflict:

- a. between or among any codes adopted in this Article: or
- b. between any Code adopted in this Article and any other provision of Bloomington City Code: or
- c. between any Code adopted in this Article and any provision of any Code adopted by any other provision of Bloomington City Code; or
- d. between any Code adopted in this Article and any provision of State Law, the provision setting the highest standard for health and safety shall prevail.

SEC. 3 DEFINITIONS.

Consumer distributor - means any person who distributes, offers for sale, sells, or exchanges for consideration consumer fireworks in Illinois to another distributor or directly to any retailer or person for resale.

Consumer fireworks - means those fireworks that must comply with the construction, chemical composition, and labeling regulations of the U. S. Consumer Products Safety Commission, as set forth in 16 C.F.R. parts 1500 and 1507, and classified as fireworks UN0336 or UN0337 by the United States Department of Transportation UN 49 C.F.R. 172.101. "Consumer Fireworks" shall not include snake or blow worm pellets; smoke devices; trick noisemakers known as "party poppers"; "booby traps", "snappers", "trick matches", "cigarette loads", and "auto burglar alarms"; sparklers; toy pistols, toy canes, toy guns or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps that contain less than twenty hundredths grains of explosive mixture; the sale and use of which shall be permitted at all times.

Consumer fireworks display or consumer display - the detonation, ignition, or deflagration of consumer fireworks to produce a visual or audible effect.

Display fireworks - 1.3G or special effects fireworks or as further defined in the Pyrotechnic Operator Licensing Act of the State of Illinois (225 ILCS 227/).

Fireworks - means those fireworks used for professional outdoor displays and classified as fireworks UN0333, UN0334, or UN0335 by the United States Transportation under 49 C.F.R.172.101

Flame effect - the detonation, ignition, or deflagration of flammable gases, liquids, or special materials to produce a thermal, physical, visual, or audible effect before the public, invitees, or licensees, regardless of whether admission is charged, in accordance with National Fire Protection Association 160 guidelines, and as may be further defined in the Pyrotechnic Operator Licensing Act.

Lead pyrotechnic operator - an individual who is responsible for the safety, setup, and discharge of the pyrotechnic display and who is licensed pursuant to the Pyrotechnic Distributor and Operator Licensing Act of the State of Illinois.

PACE - Department of Planning and Code Enforcement

Person - an individual, firm, corporation, association, partnership, company, consortium, joint venture, or commercial entity.

Pyrotechnic display or display - the detonation, ignition, or deflagration of display fireworks or flame effects to produce visual or audible effects of a exhibition nature before the public, invitee, or licensees, regardless of whether admission is charged, and as may be further defined in the Pyrotechnic Distributor and Operator Licensing Act.

Pyrotechnic distributor - any person, company, association, group of persons, or corporation who distributes display fireworks for sale in the State of Illinois or provides them as part of a pyrotechnic display service in the State of Illinois or provides only pyrotechnic services.

Special effects fireworks - pyrotechnic devices used for special effects by professionals in the performing arts in conjunction with theatrical, musical or other productions that are similar to consumer fireworks in chemical compositions and construction, but are not intended for consumer use and are not labeled as such or “intended for indoor use”. “Special effects fireworks” are classified as fireworks UN0431 or UN0432 by the United States Department of Transportation under 49 C.F.R. 172.101.

SEC. 4 POSSESSION, USE AND SALE OF FIREWORKS.

Except as hereinafter provided, it shall be unlawful for any person, firm, copartnership, or corporation to knowingly possess, offer for sale, expose for sale at retail, or use or explode any display fireworks, flame effects, or consumer fireworks in the City of Bloomington.

SEC. 4.1 PYROTECHNIC DISPLAYS. PERMITS REQUIRED.

- a. No person may act as a pyrotechnic distributor or lead pyrotechnic operator, or advertise or use any title implying that the person is a pyrotechnic distributor or lead pyrotechnic operator, or apply for a pyrotechnic display permit in the City of Bloomington unless licensed by the (225 ILCA 227/) Pyrotechnic Distributor and Operator Licensing Act.
- b. Application for a pyrotechnic display permit shall be made in writing at least 15 business days in advance of the date of the pyrotechnic display, unless agreed to otherwise by the Director of PACE. After a permit has been granted, possession, use and display fireworks for the display shall be lawful for that purpose only. The lead pyrotechnic operator shall keep a copy of the permit in his/her possession during the active presentation of the display. No permit granted hereunder shall be transferable.
- c. The applicant seeking the pyrotechnic display permit must provide proof of liability insurance in a sum not less than \$1,000,000 prior to issuance of a permit.
- d. The applicants for a permit hereunder shall jointly file with their application a cash, personal or commercial bond in the amount of Five Thousand Dollars (\$5,000.00) conditioned upon compliance with the provisions of all applicable state and local laws and all state and Director of PACE and other applicable regulations by all persons involved in any aspect of the display preparation, presentation and conclusionary activities except that no municipality shall be required to file such bond.
- e. The applicant for a permit hereunder shall also file with their application a site and/or floor plan of the area where the fireworks will be ignited. Such drawings will be drawn to scale and may be developed on copies of real estate plat books of the area in which the display will be held. Inspection and approval of the site shall be conducted prior to issuance of a permit.
- f. The applicant shall provide a list of the types and amounts of pyrotechnic materials to be used in the event/s.
- g. Fees for a pyrotechnic display shall be \$250 for the first event and \$25 per subsequent event in the same location, within a six month time period.
- h. Upon the issuance of a permit hereunder, one (1) copy shall be kept on file by the issuing officer, one (1) copy shall be forwarded by the issuing officer to the State Fire Marshal's office, one (1) copy at the option of the issuing officer shall be mailed to the fireworks supplier or shall be given to the applicants for delivery to the fireworks supplier, and one (1) copy shall be delivered to the display supervisor.

SEC 4.2 INSPECTION OF THE SITE.

All permits shall be issued only after the fireworks display site has been inspected by the issuing officer or another authorized representative of PACE to determine that the proposed display reasonably appears that it will not be hazardous to any property and will not endanger any person or persons who may be in the area at the time of the presentation of the display. Such inspection

shall be made and action shall be taken on each application within five (5) regular working days after each such application is filed.

All indoor pyrotechnic displays shall be conducted in buildings protected by automatic sprinkler systems and meeting the requirements of the rules adopted by the State Fire Marshall and the City of Bloomington.

Pyrotechnic displays shall be conducted in compliance with the following standards as modified by the State of Illinois:

NFPA 160, Standard for the Use of Flame Effects Before and Audience/2006;
NFPA 1123, Code for Fireworks Display/2006;
NFPA 1126, Standard for the Use of Pyrotechnics Before a Proximate Audience.

SEC. 4.3 SUPERVISION OF THE DISPLAY.

The lead pyrotechnic operator will be the active supervisor of the igniting and presentation of the display materials. The supervisor must actively participate in, help control, and be responsible for the control of the ignition of the fireworks and of the area where the fireworks are ignited and explode or otherwise function. The lead pyrotechnic operator of the display shall keep a copy of the permit in his/her possession during the active presentation of the display.

SEC. 4.4 SPECTATORS AND PARTICIPANTS IN THE AREA OF THE DISPLAY.

Only persons authorized by the supervisor of the display, including those in actual charge of preparing and igniting the fireworks, shall be allowed in the area in which the fireworks are ignited during the period of the display. Spectators shall be kept at a distance which is reasonably far away from the location where the fireworks are ignited to provide reasonable safety to the spectators.

SEC. 4.5 SAFETY SEARCH OF THE DISPLAY AREA.

The debris from discharged fireworks that remains in the area after the display is concluded shall be properly disposed of by the supervisor of the display and those working with him before they leave the premises. Upon the conclusion of the display, the supervisor and those working with him shall make a complete and thorough search for any unfired fireworks and pieces of other fireworks, fuses or any other items which have failed to fire or function or which in any manner pose a danger for any person and shall dispose of them promptly in safe manner. Such search shall be instituted at the earliest possible time following the conclusion of the display but in no event later than during the early morning hours of the day following the presentation of the display.

SEC. 5 VIOLATIONS; PENALTY.

It shall be illegal for any person to fail to comply with any of the provisions of this Act and each such person who is guilty of a violation hereof shall be fined not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) for each such offense.

SECTION 2. That Bloomington City Code Chapter 17, further be amended by deleting Article VII in its entirety:

SECTION 3. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 12th day of June, 2006.

APPROVED this 13th day of June, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Text Amendment be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by John J. and Evelyn A. Kauffman requesting approval of a Special Use Permit for the property located at 618 S. McClun Street to allow a laundry room addition in a R-2 Mixed Residence District (Ward #1) (Case SP-08-06)

BACKGROUND INFORMATION:

Adjacent Zoning

north: R-2 - Mixed Residence District
 south: R-2 - Same as above
 east: B-1 - Highway Business District
 west: R-1C - High Density Single Family Residence District

Adjacent Land Uses

north: single family residences
 south: parking lot
 east: electric motor company
 west: single family residences

Current Land Use: multiple family dwellings & accessory parking lot.

Comprehensive Plan: recommends high density residential use for this property.

The property in question is a 149' x 153.5' (0.525 of an acre) site of three (3) one story apartment buildings containing a total of twelve (12) apartments. The petitioners wish to construct a 22' x 7' addition on the east side of the northernmost apartment building to be used as a laundry room for the tenant's apartments. An existing storage shed at this location is to be removed. Apartments are a special use in the R-2, Mixed Residence District. This proposed addition is an expansion or enlargement of an apartment building requiring the approval of a special use permit by Council.

Only the following standards in the Zoning Code would be applicable to this addition:

1. Minimum Yard Requirements: Same requirements as in the zoning district in which the proposed special use is proposed to be located. (front yard: 25 feet; side yard: 6 feet; rear yard: 25 feet).
2. Maximum Height: thirty-five (35) ft. or two and a half stories, whichever is lower.

The petitioners can comply with all of the above standards and conditions except for the six foot side yard building setback requirement applicable to the 5.2 foot side yard for this addition, measured from the north lot line. The petitioners have applied for a variance of this six foot side yard building setback requirement in Case Z-16-06 to permit this addition to be 5.2 feet south of the north side lot line.

BOARD OF ZONING APPEALS' PUBLIC HEARING:

The Board of Zoning Appeals held a public hearing on this petition on Wednesday, May 17, 2006 and recommends the same. Mr. Kevin Krippel, 17 Timber Ridge, Fairbury, (from J.J. Swartz Co.) and Mr. John J. Kauffman, 281 County Road 2600 East, Hudson, both presented testimony in favor of this petition at this hearing. Both gentlemen testified that this laundry room is needed as a convenience for the residents of the apartments located on the property in question, particularly the elderly and/or handicapped residents. No one presented any testimony in opposition to this petition at this hearing. Additional information is available in the minutes of the public hearing. Notices of this public hearing were mailed to the owners of 42 properties in this neighborhood.

BOARD OF ZONING APPEALS' RECOMMENDATION:

After consideration of this petition and testimony presented at this hearing, the Board of Zoning Appeals granted the requested variance of the a six foot side yard building setback requirement to permit this addition to be 5.2 feet south of the north side lot line and then passed a motion by a vote of 6 to 0 recommending Council approval of this petition in Case SP-08-06 for a Special Use Permit to allow a laundry room addition at 618 S. McClun Street.

STAFF RECOMMENDATION:

Staff concurs with the Board of Zoning Appeals and recommends City Council approval of this petition in Case SP-08-06 for a Special Use Permit

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR A SPECIAL USE PERMIT

State of Illinois)
)ss.
County of McLean)

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

Now comes John J. and Evelyn A Kauffman hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold or lesser estate therein the premises hereinafter legally described in Exhibit 1 Site Plan, which is attached hereto and made a part hereof by this reference, or are a mortgagee or vendee in possession, assignee of rents:

receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises presently has a zoning classification of R-2 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 7, 30 (K) of said City Code a laundry room addition, are allowed as a special use in an R-2 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R-2 zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R-2 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

John J. Kauffman

Evelyn Kauffman

ORDINANCE NO. 2006 - 60**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
LAUNDRY ROOM ADDITION
FOR PROPERTY LOCATED AT 618 S. McCLUN**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a laundry room addition for certain premises hereinafter described in Exhibit 1 Site Plan; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Sections 7.30(K) of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a laundry room addition on the premises hereinafter described in Exhibit 1 Site Plan shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 12th day of June, 2006.

APPROVED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

The South 37 ½ feet of Lot 14, all of Lot 15, and Lot 18, Except the South 10 Feet Thereof, in Block 2 in Paradise Addition to the City of Bloomington, in McLean County, Illinois.

Common Address: 618 S. McClun.

PIN # 21-10-103-009

Motion by Alderman Crawford, seconded by Alderman Schmidt 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 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: Case SP-07-06 Petition submitted by Evangelical Free Church requesting approval of a Special Use Permit for the property located at 2910 E. Lincoln Street to expand the church building and church parking lot in a R-1B Medium Density Single Family Residence District (Ward #8)

BACKGROUND INFORMATION:

Adjacent Zoning

north: R-1B, Medium Density
Single Family Residence
south: R-1B - same as above
east: R-1B - same as above
west: R-1B - same as above

Adjacent Land Uses

north: single family residences
south: single family residences
east: single family residences
west: single family residences

Current Land Use: Church & Sunday School Classrooms.

Comprehensive Plan: recommends low to medium density residential use for this area.

On March 28, 2005, Council approved the Special Use permit for the proposed expansion of the Evangelical Free Church building and parking facilities, which included constructing a 400 seat sanctuary and 52 new parking spaces. This Special Use permit expired after one year as stipulated in Section 7.30 (4) (a) of the Bloomington Zoning Code when such expansion has not been physically undertaken within one year of the granting thereof, as follows:

“(a) Revocation of Special Use Permits. In any case where a special use has not been physically undertaken within one (1) year after the date of granting thereof, then without further action by the Council, the special use or authorization thereof shall null and void.”

Due to the previously approved Special Use permit expiring on March 28, 2006, the Evangelical Free Church is again requesting approval of a Special Use permit for this expansion of the building and the parking lot. The property in question is a 3.68 acre site of the existing church & Sunday school that the petitioner wishes to expand by building a new 400 seat sanctuary on the east side of the building. The parking lot will also be expanded to add 52 parking spaces, including two handicap spaces, to the 159 existing spaces for a total of 211 spaces.

Section 7.30 (7) of the Zoning Code stipulates the following standards and conditions for this special use:

- (1) Minimum fencing/screening requirements: Parking lots shall be screened from adjacent dwellings in accordance with Section 4.73 (a) of this Code (an evergreen buffer screen or solid opaque fence)
- (2) Minimum lot area: two (2) acres
- (3) Minimum lot width: two hundred (200) ft.
- (4) Minimum yard requirements are the same as required in the zoning district in which the Special Use is proposed (front yard: 30 feet; side yard: 6 feet; rear yard: 30 feet)
- (5) Maximum Height: Forty-five (45) feet or two (3) stories, (whichever is lower.)
- (6) Additional requirements: Parking spaces shall be provided in accordance with Section 7.22 of this Code (One (1) parking space for every two hundred (200) square feet of gross floor area or 200 spaces for 39,975 square feet of gross floor area).

The petitioner can comply with all of the above standards and conditions.

BOARD OF ZONING APPEALS' PUBLIC HEARING:

The Board of Zoning Appeals held a public hearing on this petition on Wednesday, May 17, 2006 and recommends the same. Mr. Carroll Ringelstein, 3203 Eagle Crest Road, Chairman of the Evangelical Free Church's Building Committee, was present to speak in favor of this petition at this hearing. He testified that in February of 2005, the Church petitioned for the first Special Use permit to expand its facilities by constructing a 400 seat sanctuary and adding 52 new

parking spaces, and that petition was approved on March 28, 2005. He noted that since the construction of those improvements was not started within a year, the Special Use permit expired. The Church is re-petitioning for a new Special Use permit to expand its facilities by constructing the 400 seat sanctuary and adding 52 new parking spaces.

The following persons also testified at this public hearing:

Mr. Jesse R. Smart, 2813 Pheasant Run
Mrs. Dorothy E. Stewart, 2903 Pheasant Run
Mr. Ronald F. Stewart, 2903 Pheasant Run

Mr. Smart stated that he was not against the proposed expansion of the Church, however, he was concerned about the loss of all of the open green space that would be replaced by a large asphalt parking lot.

He questioned when the mobile Sunday School classroom building would be removed from the site. He initially thought that it would be removed from this site after two years. Mr. Smart noted his preference that the Church officials had met with the neighbors of the Church and discussed this expansion plan prior to this public hearing.

Mrs. Stewart testified that she was not against the proposed expansion of the Church sanctuary but was concerned about the proposed large asphalt parking lot, the loss of all of the open green space and having another parking lot driveway crossing the extension of Constitution Trail. She had observed the sign advertising this public hearing, however did not receive a mailed notice until Monday, May 15, 2006.

Mr. Stewart was also concerned about the proposed large asphalt parking lot and the loss of all of the open green space. Additionally, he concurred with Mr. Smart that he would have preferred that the Church officials had met with the neighbors and discussed their plans prior to this public hearing.

No other testimony was presented at this public hearing.

Notices of this public hearing were mailed to the owners of 105 properties in this neighborhood.

BOARD OF ZONING APPEALS' RECOMMENDATION:

After having given consideration to this petition and the testimony presented at this hearing, the Board of Zoning Appeals passed a motion by a vote of 6 to 0 recommending Council approval of this petition in Case SP-07-06 for a Special Use Permit to allow this church building construction and church parking lot at 2910 E. Lincoln Street. The Board of Zoning Appeals bases this recommendation on its conclusion that the petitioner meets the following standards as applicable by Chapter 44, Section 7.30 (d), (2) in finding of facts:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;

2. That special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;
4. That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
6. That the special use shall, in all other respects, conform to the applicable regulations of the district in which is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

STAFF RECOMMENDATION:

Staff concurs with the Board of Zoning Appeals and recommends Council approval of this petition in Case SP-07-06 for a Special Use Permit

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

**PETITION FOR A SPECIAL USE PERMIT LOCATED AT 2910 E. LINCOLN STREET,
BLOOMINGTON, IL 61704**

State of Illinois)
)ss.
County of McLean)

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

Now comes Evangelical Free Church of Bloomington - Normal hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises presently has a zoning classification of R-1B under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 7, 30 (K) of said City Code, Churches are allowed as a special use in an R-1B zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R-1B zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R-1B zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

Steve Malinowski,
Church Chairman

ORDINANCE NO. 2006 - 61**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
TO EXPAND THE CHURCH BUILDING & PARKING LOT
FOR PROPERTY LOCATED AT 2910 E. LINCOLN ST., BLOOMINGTON**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Church Building & Parking Lot Expansion for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Sections 7.30(K) of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a Church Building & Parking Lot Expansion on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 12th day of June, 2006.

APPROVED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Lot 373 in the 7th Addition to Broadmoor Subdivision in Bloomington

PIN 21-11-278-008

Motion by Alderman Crawford, seconded by Alderman Schmidt 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 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 Snyder Development, Inc., Requesting Approval of a Final Plat for the 14th Addition to Fox Creek Country Club Subdivision

A petition has been received from Snyder Development, Inc. requesting approval of a Final Plat of the 14th Addition to Fox Creek Country Club Subdivision. Staff has reviewed the Final Plat and finds it in conformance with the Preliminary Plan approved November 14, 1994.

In accordance with the annexation agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. However, the developer is to pay \$4,000 per lot each time a lot zoned R-1B is sold. Additionally, per the annexation agreement, the required revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.

As all items are in order, staff respectfully recommends that Council approve the petition for the Final Plat for Fox Creek Country Club Subdivision, 14th Addition, and the Ordinance be passed.

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 Snyder Development, Inc., 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 described in Exhibit A attached hereto and made a part hereof by reference;
2. That the sole beneficiary of the petitioning Snyder Development, Inc. is Jack O. Snyder;
3. That your petitioner seeks approval of the Final Plat for the subdivision known and described as the Fourteenth Addition to Fox Creek Country Club, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the Final Plat for the Fourteenth Addition to Fox Creek Country Club submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Mercer Turner
 Attorney for Petitioner

ORDINANCE NO. 2006 - 62

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE FOURTEENTH
ADDITION TO FOX CREEK COUNTRY CLUB**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Fourteenth Addition to Fox Creek Country Club, 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 the 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 the Fourteenth Addition to Fox Creek Country Club 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 12th day of June, 2006.

APPROVED this 13th day of June, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A Part of Outlot 1 In Fox Creek Country Club in the City of Bloomington, Mclean County, Illinois according to the Plat Recorded As Document No. 95-26592 in the Mclean County Recorders Office and Located in a Part of the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian and a Part of the Northwest Quarter of Section 19, Township 23 North, Range 2 East of the Third Principal Meridian Described as Follows;

Beginning at the Northeasterly Corner of Lot 324 in the Ninth Addition to Fox Creek Country Club;

Thence South $68^{\circ}-12'-00''$ West 210.00 feet along the Northerly Line of Said Lot 324 Extended Southwesterly to the Southerly Right-of-Way of Piney Run;

Thence Southerly 52.73 feet Along Said Right-of-Way along a 330.00 foot Radius Curve, Concave to the Northeast whose Chord Bears South $26^{\circ}-22'-39''$ East 52.67 feet also being the Northeasterly Corner of Lot 325 in said Ninth Addition to Fox Creek Country Club;

Thence South $59^{\circ}-02'-42''$ West 99.09 feet along Northerly Line of said Lot 325 to the Northeasterly Corner of Lot 326 in said Ninth Addition to Fox Creek Country Club;

Thence South $84^{\circ}-47'-27''$ West 83.72 feet along Northerly Line of said Lot 326 to the Southeasterly Corner of Lot 440 in the Twelfth Addition to Fox Creek Country Club;

Thence North $00^{\circ}-20'-16''$ West 697.76 feet along Easterly Line of Lots 440-442 and 444-448 in said Twelfth Addition to Fox Creek Country Club;

Thence Northwesterly 130.42 feet along said Lot 448 along a 505.00 foot Radius Curve Concave to the Northwest whose Chord Bears North $07^{\circ}-03'-39''$ West 130.06 feet to the Southeasterly Right-of-Way of Emerald Crest Court;

Thence North $17^{\circ}-51'-55''$ East 60.00 feet to the Northwesterly Right-of-Way of said Emerald Crest Court also being the Southeasterly Corner of Lot 449 in said Twelfth Addition to Fox Creek Country Club;

Thence Northwesterly 57.60 feet along said Lot 449 along a 505.00 Foot Radius Curve Concave to the Northwest whose Chord Bears North $24^{\circ}-32'-19''$ West 57.57 Feet;

Thence North $27^{\circ}-48'-23''$ West 242.36 feet along the Northeasterly Line of Lots 449-451 in said Twelfth Addition to Fox Creek Country Club;

Thence North $78^{\circ}-32'-38''$ East 198.12 Feet;

Thence Southeasterly 71.34 feet along a 250.00 Foot Radius Curve Concave to the Northeast Whose Chord Bears south $19^{\circ}-37'-52''$ East 71.10 Feet;

Thence North $62^{\circ}-11'-39''$ East 150.00 feet to the Southwesterly Line of Lot 5 in Fox Creek Country Club;

Thence Northeasterly 164.37 feet along said Lot 5 along a 100.00 Foot Radius Curve Concave to the Northeast Whose Chord Bears North $74^{\circ}-53'-39''$ East 146.48 feet;

Thence North $58^{\circ}-00'-44''$ East 339.83 feet along the Northeasterly Line of said Lot 5;

Thence South $27^{\circ}-48'-22''$ East 281.23 feet along the Southeasterly Line of said Lot 5;

Thence South $36^{\circ}-01'-21''$ West 282.63 feet along the Southwesterly Line of said Lot 5;

Thence South 71°-29'-51" West 256.81 feet along the Southwesterly Line of said Lot 5;

Thence south 00°-20'-16" east 547.03 feet along the southwesterly line of said lot 5;

Thence southeasterly 46.36 feet along the southwesterly line of said lot 5 along a 120.00 foot radius curve concave to the northeast whose chord bears south 10°-43'-51" east 46.07 feet to the point of beginning;

Said property contains 11.99 acres (4.9606 hectares) more or less.

Motion by Alderman Crawford, seconded by Alderman Schmidt 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: Petition from Snyder Development, Inc., Requesting Approval of a Final Plat for St. Ivan's at Fox Creek PUD

A petition has been received from Snyder Development, Inc. requesting approval of a Final Plat for St. Ivan's at Fox Creek PUD. Staff has reviewed the Final Plat and finds it in conformance with the Preliminary Plan approved November 14, 1994.

In accordance with the annexation agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. However, a revolving commercial surety bond for performance guarantee in the amount of \$150,000 is required.

Staff respectfully recommends that Council approve the petition for the Final Plat for St. Ivan's at Fox Creek PUD and the Ordinance be passed.

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 Snyder Development, Inc., 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 described in Exhibit A attached hereto and made a part hereof by reference;
2. That the sole beneficiary of the petitioning Snyder Development, Inc. is Jack O. Snyder;
3. That your petitioner seeks approval of the Final Plat for the subdivision known and described as St. Ivan's at Fox Creek Planned Unit Development, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the Final Plat for the St. Ivan's at Fox Creek Planned Unit Development submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Mercer Turner
Attorney for Petitioner

ORDINANCE NO. 2006 - 63

**AN ORDINANCE APPROVING THE FINAL PLAT OF ST. IVANS AT FOX CREEK
PLANNED UNIT DEVELOPMENT**

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 St. Ivan's at Fox Creek Planned Unit Development, 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 the 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 St. Ivan's at Fox Creek Planned Unit Development 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 12th day of June, 2006.

APPROVED this 13th day of June 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A Part of Outlot 1 in Fox Creek Country Club in the City of Bloomington, According to Doc. # 95-26592 in the Mclean County Recorder of Deeds, Mclean County, Illinois, Located in the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, More Particularly Described as Follows:

Beginning at a Point of Reference at the Intersection of the South Right-of-Way Line of Fox Creek Road as Dedicated in Tract 1 in the First Addition to Said Fox Creek Country Club, (Doc. # 96-10334) and the East Line of Said Outlot 1 Thence South 1°-07'-17" East (Assumed

Bearing) 570.00 Feet along the East Line of said Outlot 1 to the Northeast Corner of Fifth Addition to Fox Creek Country Club (Doc. #98-16606);

Thence South 88°-52'-43" West 330.00 feet along the North Line of Said Fifth Addition to Fox Creek Country Club;

Thence North 1°-07'-17" West 275.00 feet along the East Line of Lot 5 in Said Fox Creek Country Club;

Thence North 46°-32'-17" West 194.69 feet along the Northeast Line of Said Lot 5;

Thence North 2°-08'-17" West 150.00 feet along the East Line of the Tenth Addition to Fox Creek Country Club (Doc. #2002-16772) to the Said South Right-of-Way Line Fox Creek Road;

Thence North 87°-51'-43" East 471.40 feet along the Said South Right-of- Way Line of Fox Creek Road to the Point of Beginning, Containing 5.00 Acres (2.0686 Hectares) More or Less.

Motion by Alderman Crawford, seconded by Alderman Schmidt 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: Case FS-02-06 Petition submitted by the Kalamaya LLC Family, (Limited Liability Corporation) and Richard L. Kalamaya requesting approval of the Final Plat for the Kalamaya Subdivision, 4th Addition (a 6.77 acre lot east of I-55/74 and north of Bloomington Travel Center of America) (Ward #7)

BACKGROUND INFORMATION:

Adjacent Zoning

north: B-1, Highway Business District

south: B-1, Same as above

east: B-1, Same as above

Adjacent Land Uses

north: vacant

south: truck stop

east: vacant

west: C-1, Office District

west: interstate highway

Comprehensive Plan recommends: "Regional Highway Commercial" use for this property.

The petitioner is proposing to plat this property as one 6.77 acre lot for a business development (Peterbilt Trucks) and is requesting the following waivers of the Land Subdivision Code:

- 1.) waiver of the Preliminary Plan submittal requirement;
- 2.) waiver of the requirement that the final plat include all contiguous property in common ownership or unified control; and
- 3.) waiver of installation of public improvements due to a development agreement between the City of Bloomington and Bloomington PB LLC, a Wisconsin Limited Liability Company.

By City Code, the Preliminary Plan submittal requirement can be waived if the following prerequisites are met:

- 1.) The proposed subdivision shall not consist of more than three lots and outlots;
- 2.) The proposed subdivision shall include all contiguous property in common ownership or unified control (That would require including all of the abutting Kalamaya land in this plat for a one lot subdivision);
- 3.) The proposed subdivision shall not necessitate the construction or installation of public street improvements;
- 4.) No Waivers of the Code are requested other than waivers of bonds and fees; and
- 5.) The developer has approved construction plans for any public improvements needed.

This proposed one lot does not include all contiguous property in the petitioners' ownership or unified control, so the petitioners have requested the waiver of Prerequisite # 2. They have also requested the waiver of Prerequisite #3 because this subdivision requires the extension of Truckers Lane to provide access to this lot, and is the subject of a separate development agreement between the developer and the City.

Under the Joint Development Agreement between PB LLC (the developer of this lot) and the City, approved April 24, 2006, PB LLC will prepare plans, take bids, and construct Truckers Lane 1,200 feet north from the north boundary of the Bloomington TravelCenter of America property, to the north boundary of the property in question. The City will reimburse PB LLC fifty percent (50%) of the actual cost of such extension with an interest rate of seven percent (7%) per annum over a period not to exceed 25 years. The source of funding for such payments will be from the City's portion of real estate taxes and retail sales taxes generated by this lot and the retail business located thereon.

A sanitary sewer will have to be installed within a public utility easement to this lot from the Bloomington and Normal Water Reclamation District's interceptor sewer located to the east along the west side of Skunk Creek. On-site storm water detention facilities will also have to be

provided by the developer. An existing 12" diameter City water main can supply potable water to this lot.

Construction plans for the Truckers Lane extension, the sanitary sewer, and the storm water detention facilities must be approved by the City's Director of Engineering before the Final Plat for the Kalamaya Subdivision, 4th Addition, is recorded. To date such construction plans have not been submitted to the Director of Engineering.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on May 24, 2006 and recommends the same. Mr. Kenneth Emmons, City Planner, recommended that the Planning Commission pass a motion to recommend Council approval of the Final Plat for the Kalamaya Subdivision, 4th Addition, with the following waivers contingent upon the construction plans for the Truckers Lane extension, the sanitary sewer, and the storm water detention facilities being approved by the Director of Engineering prior to the recording of such Final Plat:

- 1.) waiver of the Preliminary Plan requirement;
- 2.) waiver of the requirement that the final plat include all contiguous property in common ownership or unified control.

Mr. Frank Miles, Attorney at Law, 202 N. Center St. (representing Kalamaya) and Mr. Daniel Ryan, 3107 Ridge Crest Drive, (representing Peterbilt Trucks) both presented arguments in favor of this petition at this public hearing.

Mr. Miles explained that this area has progressively developed in large lots over the last 20 years. There is only one or two lots left of the Kalamaya ownership. He said a glance at a "Sidwell" cadastral map would show the subdivision lots that have already been platted in the vicinity (E. Allin's Subdivision & Kalamaya Subdivision - 1st, 2nd, & 3rd Additions), and the vacant area to the west of the creek, north of the TravelCenter of America truck stop is all that remains. He noted that the existing development agreement with the City provides for the infrastructure extension.

Mr. Ryan explained that he is the development manager with the Peterbuilt Corporation. He noted that the business has been in the community for 60 years and is now moving from its location at Mercer Ave. and Veteran's Parkway to this site adjacent to the interstate and near the Illinois Route 9 intersection for purpose of greater visibility and accessibility.

Mr. Bill Foli, 2079 County Road 900 North, Secor, explained that he owned property to the north of the subject tract and is in favor of the development as it brings the extended road that much closer and will aid him in the attempt to develop his 20 acre tract in Normal.

No other persons testified at this public hearing.

PLANNING COMMISSION RECOMMENDATION:

After having given consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 8 to 0, to recommend Council approval of the Final Plat for the Kalamaya Subdivision, 4th Addition, with the following waivers, contingent upon the construction plans for the Truckers Lane extension, the sanitary sewer, and the storm water detention facilities being approved by the Director of Engineering prior to the recording of such Final Plat:

- 1.) waiver of the Preliminary Plan requirement;
- 2.) waiver of the requirement that the final plat include all contiguous property in common ownership or unified control

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of this petition in Case FS-02-06.

Respectfully submitted,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
 County of McLean)

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

Now comes Kalamaya Family, LLC and Richard L. Kalamaya hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate thereof the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Kalamaya Subdivision 4th Addition which Final Plat is attached hereto and made a part hereof;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:

 Waiver of the Preliminary Plan; waiver of the plat that includes all contiguous property in common ownership or unified control, and waiver of installation of public improvements due to development agreement between the City and Bloomington PB LLC, a Wisconsin Limited Liability company;
4. That the Final Plat substantially conforms to the Preliminary Plan of said Subdivision heretofore approved by the City Council (not applicable.); and
5. That your Petitioner hereby dedicates to the public, all public right of way and easements shown on said Final Plat.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Kalamaya Subdivision 4th Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Richard L. Kalamaya
 Personally and for Kalamaya Family LLC
 412 Terry St.
 Longmont, CO 80501

ORDINANCE NO. 2006 - 64

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
KALAMAYA 4th ADDITION SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Kalamaya, 4th Addition Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended:

Waiver of the Preliminary Plan; waiver of plat that includes all contiguous property in common ownership or unified control, and waiver of installation of public street improvements due to development agreement between the City and Bloomington PB LLC, a Wisconsin Limited Liability Company; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Kalamaya, 4th Addition Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 12th day of June, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT ALegal Description

A part of the W ½ of the SE ¼ of Section 31, Township 24 North, Range 2 East of the Third Principle Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of the W ½ of the SE ¼ of Section 31; thence S.00°-52'-00" E. 1085.98 feet on the east line of the W ½ of the SE ¼ of said Section 31 to the Point of Beginning; thence continuing S.00°-52'-00" E. 449.99 feet on said east line of the W ½ of the SE ¼ of Section 31 to a point 1139.57 feet north of northwest corner of Les Wilson Subdivision as measured on said east line of the W ½ of the SE ¼ of Section 31; thence S.89°-29'-15" W. 658.88 feet to the east right of way line of F.A.I. Route 55 and F.A. I. Route 74; thence N.00°-04'-00" W. 450.00 feet on said right of way line; thence N.89°-29'-15" E. 652.60 feet to the Point of Beginning, containing 6.77 acres, more or less, with assumed bearings given for description purposes only.

Motion by Alderman Crawford, seconded by Alderman Schmidt that the Final Plat for the Kalamaya Subdivision, 4th Addition, be approved and the Ordinance be passed with the following waivers: 1.) waiver of the Preliminary Plan requirement; 2.) waiver of the requirement that the final plat include all contiguous property in common ownership or unified control and 3.) contingent upon the construction plans for the Truckers Lane extension, the sanitary sewer, and the storm water detention facilities being approved by the Director of Engineering prior to the recording of such Final Plat.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the amended Petition submitted by Cedar Ridge, LLC (Limited Liability Corporation) and Sunrise Company, LLC Requesting approval of an Annexation Agreement providing for annexation to the City of Bloomington and R-1C High Density Single Family Residence District; S-2 Public Lands and Institutions District; and B-1 Highway Business District zoning for approximately 129 acres of vacant land located north of I-74 , south of Woodrig Road, east of US Route 51, and west of Hendrix Road and southwest of the extension of Bunn Street, south of Woodrig Road. (Case Z-12-06) (southeast of Ward #1)

BACKGROUND INFORMATION:Adjacent Zoning

north - R-1 (County Zoning) & R-1B,
Medium Density Single Family Residence District
south - A- Agriculture (County Zoning)

east - R-1 (County Zoning)
west - C- Commercial (County Zoning) &
Highway Business District

Adjacent Land Uses

north - single family dwellings

south - interstate hwy. & dwelling
unit
east - single family dwellings
west - commercial uses & two B-1
churches

Comprehensive Plan: recommends “low to medium density residential use” (single family dwellings) for this property along with “conservation/recreation use” to the east and “regional highway commercial use” and “high density residential use” to the west.

Regional Planning Commission Consistency Review Report: Project Rating - “D = Does not provide minimal features or acceptable alternatives, but does provide one or more optional features. Project should be modified and/or reevaluated prior to approval.” (see attachment).

This Case Z-12-06 is an amended petition and revised annexation agreement that supersedes Case Z-06-06 (the subject of March 22 and April 26, 2006 Planning Commission public hearings) by adding the Sunrise Company, LLC as a party to the proposed annexation agreement and by adding 4.48 acres of vacant land, owned by Sunrise Company, LLC, and located north of the 124.72 acre Cedar Ridge LLC property and south of Woodrig Road, to the proposed annexation agreement. The resulting 129.20 acre subject property is abutting the City’s corporate limits along its Woodrig Road boundary, and along the northern 692 feet of its western boundary. The Cedar Ridge, LLC is the record owner or contract buyer of this 124.72 acres, as described in Exhibit A, and the Sunrise Company, LLC is the record owner of this 4.48 acres to the north, as described in Exhibit B.

The Cedar Ridge, LLC wants to develop and market this Exhibit A premises for more affordable single family homes with floor areas ranging from 1,000 to 2,200 square feet and for estimated prices ranging from \$135,000 to \$220,000. Therefore, Cedar Ridge is requesting the approval of waivers and other concessions from the City in order to lower the initial development costs paid by Cedar Ridge to develop this proposed subdivision.. The City would be expected to pay for all of the costs to acquire right-of-way or easements for and to construct the off-site road improvements and utilities, including all off-site construction costs. The City would also be expected to extend and pay for an operational sanitary sewer line and water main to the subject premises by October 1, 2006. This sanitary sewer would have to be installed from the subject premises approximately 4,000 feet southeast to the Bloomington and Normal Water Reclamation District’s trunk sewer that is located along the Little Kickapoo Creek. Under the terms of this proposed agreement, the Cedar Ridge, LLC expects the City to waive development fees in an effort to make 1/3 of the homes affordable.

A Sketch Plan (Exhibit C) for the future subdivision of the 129.20 acre subject premises (to be known as “Cedar Ridge Subdivision”) is a part of this proposed annexation agreement. Exhibit

C proposes the subdivision of the 124.72 acre Exhibit A area into 349 single family lots with a 60' x 110' (6,600 square foot) typical lot size; an 18.3 acre school/park site and some dry bottom storm water detention basin sites. The City's minimum public park dedication requirement for these 349 single family lots is 8.17 acres.

The proposed agreement would commit the City to granting S-2 Public Lands and Institutions District zoning for the school/park site and the storm water detention basins and R-1C, High Density Single Family Residence District zoning for the balance of this Exhibit A premises. This zoning proposal is generally consistent and compatible with the "low to medium density residential use" (single family dwellings) and "conservation/ recreation use" recommended for this area by the City of Bloomington Comprehensive Plan, adopted by the Council.

The 4.48 acre Exhibit B premises to the north would be subdivided into six (6) lots for business and commercial uses and would be zoned B-1 Highway Business District, upon annexation. The Comprehensive Plan recommends "regional highway commercial use" and "high density residential use" to the west.

The Sketch Plan proposes the following two vehicular access routes to and from this future subdivision:

1. initially- only along a new north-south street, south of the Woodrig Road- Geneva Boulevard intersection through the Exhibit B premises and into the Exhibit A premises, and
2. eventually in the future- along an extension of Bunn Street from Woodrig Road, south to the Exhibit A premises (across land outside the City that is not owned by either the Cedar Ridge, LLC nor the Sunrise Company, LLC).*

*According to the McLean County Title Company, there has never been any public right-of- way dedication of record for Bunn Street, between Woodrig Road and the Exhibit A premises. Right-of-way for this portion of Bunn Street between Woodrig Road and the Exhibit A premises will have to be acquired before that portion of Bunn Street could be reconstructed and widened in order to provide adequate access to the proposed Cedar Ridge Subdivision.

Paragraph 11 on Page 3 of the proposed annexation agreement, as written, would require the City to exercise its power of eminent domain (condemnation power) when and where necessary to:

1. provide access to the Exhibit A premises;
2. extend utilities to the Exhibit A premises; and
3. replace an existing 33 foot wide private access easement with a public street to the Philby property (the adjacent farmstead property located south of the Cedar Ridge premises and north of Interstate 74). Such easement had previously been acquired by the State of Illinois in order to provide access to the Philby property from Bunn Street after Interstate 74 was built.

Providing for timely access to the Cedar Ridge premises on Bunn Street may be problematic as it pertains to the City's ability to exercise its power of eminent domain to acquire right-of-way for Bunn Street between Woodrig Road and the Cedar Ridge premises, due to the fact that none of

the land on either side of this portion of Bunn Street is presently within the City's corporate limits. The annexation of just a strip of right-of-way only without any abutting frontage is not allowed. The Cedar Ridge LLC, not the City, should be responsible for the vacation of the 33 foot wide private access easement to the Philby property.

The proposed annexation agreement also requires the Cedar Ridge, LLC to provide for a circular cul-de-sac turnaround south of the end of Hobson Drive, a dead end road south of Woodrig Road in Hobson's Subdivision (a rural subdivision outside of the City and north of the Cedar Ridge premises). Hobson Drive has never been accepted for public street maintenance by Bloomington Township. According Cedar Ridge's engineer, a gap of seven to eleven feet (7 - 11') of land between the south line of the Hobson Subdivision and the north line of the Cedar Ridge premises was discovered during the boundary survey for the proposed Cedar Ridge Subdivision. Right-of-way would also have to be acquired or dedicated in order to close this gap between the turnaround and Hobson Drive.

PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission previously held public hearings on Case Z-06-06 (the Exhibit A premises) on March 22 and April 26, 2006. At the March 22nd hearing, Mr. Mercer Turner, Attorney at Law, 14 Currency Drive, Suite 4, stated that the Cedar Ridge, LLC was still reviewing the proposed agreement with City staff and was not yet ready to make a presentation. The following persons presented arguments in opposition to Case Z-06-06 at the March 22nd hearing:

Mr. Dave Anderson, 407 Woodrig Road
Ms. Sara Franks, 302 Woodrig Road
Mr. John Benda, 307 Woodrig Road
Ms. Donna Gravett, 211 Woodrig Road
Mr. Dave Capodice, 2820 Capodice Road

Mr. Anderson testified that he is concerned about how vehicular access will be handled going north and west from the proposed subdivision. He believed that the proposed dwelling unit density is too high. Ms. Franks testified that there already is a traffic problem on Woodrig Road and adding over 300 homes and school-related traffic would only worsen it. Her concern was the safety issue for children.

Mr. Benda testified that he had spoken with a McLean County Sheriff's Deputy who related that individuals had been clocked doing 80 or 90 miles per hour on Woodrig Road. He inquired if a traffic study had been done, and also noted that there are drainage problems. Mr. Kevin Kothe, Design Engineer for the City, replied that he was not aware of any recent study, but noted that an intersection design study would have to be completed for any new signalization. Mr. Capodice noted his interested in a traffic study and that higher traffic would be a reason to widen Woodrig Road and thus shorten the affected front yards.

Ms. Gravett, testified that her property would abut the northern border of the proposed development and related her concerned with potential adverse interaction of people and farm

animals. She expected her land value would to decrease, and also expressed concern about how the school district would regard additional students from this location. She stated that students would need to be bussed a long way to go to the junior or senior high school.

At the April 26th public hearing, Mr. Mercer Turner explained that Cedar Ridge, LLC was again not yet ready to make a presentation because a tract to the northwest of the subject premises owned by the Sunrise Company, LLC is important to this development, would also need to seek annexation, and their preference to annex both tracts simultaneously. He requested that this case be continued until the Planning Commission's meeting of May 24, 2006 in order to allow time for the other case to be filed and the public notice to be published.

He noted that none of the acreage for the detention basins would be used for the calculation of parkland area. He added that ten (10) acres would be available for the school site. He observed that access was a big issue and that they attempted to obtain access onto US 51 Highway from this development, but Illinois Department of Transportation (IDOT) declined to allow it. Finally, Mr. Turner stated that he would encourage the developer to attend a meeting with the neighbors and that he would try to arrange it.

The following persons presented arguments in opposition to Case Z-06-06 at the April 26th public hearing:

Mr. Dave Anderson, 407 Woodrig Road
Mr. John Benda, 307 Woodrig Road
Ms. Janice Wheatley, 2804 Bunn Street
Mr. Jerry Richart, 105 Kreitzer
Ms. Diana Woith, 2709 Hobson Drive
Ms. Donna Gravitt, 211 Woodrig Road
Mr. Dale Harding, 409 Woodrig Road
Mr. Dave Capodice, 2820 Capodice Road
Ms. Mary Strle, 2903 Hendrix Drive
Mr. Gary Trembley, 2707 Robin Drive

Mr. Anderson testified that he hoped IDOT could be persuaded to change its opinion and allow an access directly onto the U.S. 51 Highway. He believed that Woodrig Road would not be adequate to handle the additional traffic this development would generate. He is not a spokesman for the neighbors and others were welcome to speak.

Mr. Benda expressed concern over stormwater run-off from the new development. It would add to the problem of backed up water in areas north of the subject premises as depicted in a photograph that he shared with the Commission. He objected to building houses on slab foundations noting that Central Illinois experiences tornados. He inquired whether Hobson Drive would connect to the new subdivision. Commissioner Cain replied that the proposed sketch plan indicated it would not connect but have a turnaround at its southern end.

Ms. Wheatley testified regarding her concern for the safety of children as the traffic goes fast on Woodrig Road and the volume would be increased. She also expressed concern over whether the

City infrastructure would be adequate, and her preference for less housing density and larger lots size, (three to five acres). Additionally, she noted her preference that Bunn Street not be widened.

Mr. Richart testified that he is a student studying urban planning and zoning at Illinois State University, and expressed his concern over urban sprawl. He commented that the nature of this development might change over time if the plan is not “locked-in” in advance.

Ms. Gravitt testified regarding her concerns over drainage, school adequacy, access, differences in County and City codes, and adequacy of roads. She expressed particular concern over interaction of new neighbors with her horses and stated a desire to see large building setbacks and a substantial boundary fence as a buffer.

Ms. Woith testified that she would like to see efforts made to correct the drainage problems of the existing developed area to the north of the subject premises. Mr. Benda added that the problem has been brought to the attention of Bloomington Township but that no progress has been made.

Mr. Doug Grovesteen, Director of Engineering, noted that properties lying downhill are required to receive water from uphill, however new development is not allowed to increase nor concentrate that flow. He explained that there are requirements for water detention, storm sewers, and grading. The situation for the neighbors may be improved somewhat at least to the degree that water flows from the northern 500 feet of this subject area. He noted that the topography is such that water flows southward below that.

Mr. Harding expressed concern that this development would be for low-income housing and attract criminal activity. He said he also is concerned about traffic and stormwater problems.

Mr. Capodice stressed that access onto US 51 Highway would be highly desirable if this development were to be built, and he asked that all involved try harder.

Ms. Strle noted that a development proposal was considered at this location in 1998. She inquired as to how this development was different. Mr. Emmons replied that the western portion was not in ownership of the developer in 1998, and that the tract was not contiguous to the City so as to be eligible for annexation. Mr. Trembly stated that he had data he wished to present at the next meeting that addressed this case.

The Planning Commission held a public hearing on Case Z-12-06 (including both the Exhibit A & B premises) on May 24, 2006 At this May 24th hearing, the following persons presented testimony in favor of this proposed annexation agreement:

Mr. Mercer Turner, Attorney at Law, 14 Currency Drive, Suite 4
Dr. Alan Chapman, 410 N. Grove Street, Normal
Mr. Scott Lay, 3012 Providence Lane
Mr. Jack Snyder, #1 Brickyard Court
Ms. Diane Winters, 67 Brookstone Circle

Mr. Turner noted that there were representatives of Unit School District #5 present, and requested that Dr. Chapman, Unit School District #5 Superintendent speak. Dr. Chapman testified that the developer had offered a site for a possible elementary school in this development. He related that the meeting of the Unit #5 Board to be held later that evening, (May 24, 2006) could result in a vote to approve the school site "in concept." He noted that this development could add 120 to 125 more elementary students to Unit #5. He explained that additional students would initially go to Brigham School but would eventually attend a larger school at the Cedar Ridge site. He noted that elementary students in this development would be able to walk to school instead of having to ride a bus. He explained that it would take voter approval of a referendum to build any new school. He acknowledged that if a new school were built then the existing Brigham School would not likely be kept in use.

Mr. Lay, Unit #5 Board Chairman, testified that this is an option, not an obligation, for Unit School District #5 to build a school at this location. Dr. Chapman noted that there would be ten (10) acres for the new school and an additional eight (8) acres for park. He compared this to the existing Oakdale Elementary School site that is ten or eleven (10 or 11) acres in total area.

Mr. Snyder (Cedar Ridge LLC) testified that access directly onto US 51 had been attempted, however, it had become unfeasible. He noted that as a consequence the school site had been moved to the north in order to improve access by the school buses to Woodrig Road. He noted that this development is closely paralleling that of Pepper Ridge with a school, a park and aspects of affordable housing. He noted that "below market" housing allows people who serve needs in the community to live in the community.

He explained that the housing would not be subsidized by any state or federal program, but rather, would benefit from an arrangement with National City Bank to offer mortgage interest rates one and a half percent (1 ½) below market rates. He stated that the goal is to have some lot priced at \$35,000 as opposed to a market average of \$48,000.

Commissioner Shaw noted the price range of \$135,000 to \$220,000, and observed that even the \$135,000 figure hardly seemed affordable to many people in the community. Ms. Winters explained that eligibility is based on household income being less than 80% of the community's median. She concluded that for a family of four the median is \$69,000, so an income of up to \$55,000 would be eligible.

The following persons presented arguments in opposition to Case Z-12-06 at the May 24, 2006 public hearing:

Mr. Gary Trembley, 2707 Robin Drive
Mr. John Capodice, 2827 Capodice Road
Mr. Dale Harding, 409 Woodrig Road
Ms. Donna Gravett, 211 Woodrig Road
Ms. Janice Wheatley, 2804 Bunn Street
Mr. Dave Capodice, 2820 Capodice Road

Mr. Trembley distributed a handout to Commission and addressed two (2) main issues: 1.) safe travel on Woodrig Road (speeders, capacity and maintenance of pavement). He noted the presence of heavy trucks during the construction of the proposed subdivision would take a toll on Woodrig Road. He preferred that the road to be upgraded before the subdivision is built rather than after. The second issue addressed economic segregation in the community. He preferred to see affordable housing disbursed throughout the community. He noted that there is already manufactured home parks in the vicinity of this site.

Mr. Snyder stated that the City and Township had worked out agreements for maintenance in the past. He cited situations involving Heartland Hills and Pepper Ridge Subdivisions as examples. Mr. Grovesteen, Director of Engineering, explained that there is an agreement for the City to fill potholes and to plow snow for areas of township roads that fall between two areas that are annexed to the City. He noted that the stretch from Geneva Blvd. to Main Street is in the City's jurisdiction. It is a budgeting issue as to when it would be improved. He explained that the Engineering Department is ready to begin a study to determine if traffic signals were already warranted in that location.

Mr. John Capodice testified that he had talked to State Representative Dan Brady and was referred to the Illinois Department of Transportation (IDOT) Engineer Jeff Burch. Mr. Burch indicated that IDOT had met with the developers and that access onto US 51 Highway from the proposed development at the Brigham School Road alignment was denied. Mr. Capodice urged the developers to be prepared to spend the extra money necessary for buying land, and moving the frontage road to achieve this access.

Mr. Harding expressed his preference that the amount of affordable housing be less rather than more. He hoped that no more than 50% of the lots be designated for affordable housing. He also urged that access from the development onto US 51 be worked out with IDOT.

Ms. Gravett testified her preference that the grading for the school and park would be done before the work for the residential lots. She believed that this would better address the flood/drainage issue toward the north. She hoped the existing tree/fence line would not be removed.

Mr. Anderson noted that he and four (4) other property owners would be involved in any purchase of the land for public right-of-way to extend Bunn Street to the north line of the subject property. He testified that there would be substantial increase in traffic on Woodrig Road as a result of this development. He strongly urged the alignment of an access onto US Route 51 at Brigham School Road. It was his opinion that much of the neighbors' concerns would be relieved if this were done. There also was the desire to have a buffer zone or chain link fence between the development and existing property. He cited a 1970 study by the University of Kentucky, and 2005 study involving Moline, Illinois in which the net financial gain to a city was a negative cash flow after giving incentives for residential development. He also noted that the recently approved Comprehensive Plan states a goal of a good safe network of roads for transportation. He did not believe the arrangement offered in the proposed development as adequate. There had been a meeting held between the developer and a small representative group of neighbors on May 10, 2006.

Ms. Wheatley testified that she was concerned for the safety of children. Many drivers speed on Woodrig Road. She did not favor spending tax money on building another school. She noted that she had chosen this area to reside in order to live in the country and did not like the prospect of it changing by adding more traffic and noise. She also favored a fence to keep people from trespassing. Finally, she testified that Woodrig Road needed improvements for the past twenty (20) years.

Mr. Snyder testified he had met with three (3) engineers from IDOT. He stated that Don Adams, Professional Engineer, Farnsworth Group, Mr. Doug Grovesteen, Director of Engineering, and two (2) other people from his office were also present. He did not recall if the aforementioned Mr. Burch was one of the IDOT engineers in attendance. He stated that these individuals could substantiate what his comments. He explained that IDOT had not so much denied the access to US 51, but that their standards necessary for the construction would make it cost prohibitive for this development.

Mr. Adams testified that they had provided a sketch plan to IDOT representatives and discussed many options including: 1.) connection of the frontage road north to Woodrig Road, 2.) connection to Interstate 74, and 3.) connection to US 51. The frontage road and Interstate 74 options were denied and that access onto US 51 would require the existing frontage road be moved 300' east so as to be able to bend 90° at least 300' from the intersection and accommodate stacking of waiting semi-trailers back from the intersection. He said the construction costs and the loss of an entire commercial lot made this impractical. He noted that Woodrig and Bunn were designated to be collector streets, and Main Street to be an arterial. He noted that the City tends not to guess where development will take place, but rather makes improvements to roads where new development has occurred.

He said it would likely take four or five (4 or 5) years for the subdivision to be built out. Lastly, he noted that petitioners' preference of Currin Court as a cul-de-sac that if be left in the sketch plan.

PLANNING COMMISSION RECOMMENDATION:

After having given consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 7 to 0 recommending Council approval of the zoning request in Case Z-12-06 and also urged Council to take careful consideration of the budgetary impacts. The Commission took no position on the eminent domain issue nor made any endorsement of the requested waivers.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for Council approval of the zoning request in Case Z-12-06, but has the following concerns pertaining to the proposed annexation agreement:

1. Paragraph 7, on Page 3 - should read as follows: Storm Water Detention shall be provided on-site in conformance with the CITY'S Manual of Practice for the Design of

Public Improvements. The dry bottom storm water detention facilities, after completion, shall be accepted by the **CITY** for maintenance provided they are accessible from a public park or right-of-way. At the **CITY'S** option the **CEDAR RIDGE** and the **SUNRISE** agree to plant the dry bottom detention basin(s) with native plantings acceptable to the **CITY** and to maintain same until the basin is accepted for maintenance by the **CITY**.

2. Paragraph 8, on Page 3 - should read as follows: The **CEDAR RIDGE** shall satisfy the park land dedication requirements for the Exhibit A premises by making a dedication of the real estate as depicted on Exhibit C hereto of approximately 18.3 acres as a combination school/park site, with a minimum of 8.17 acres dedicated for park land. The **CITY** shall have no costs for roads or utilities adjacent to the school or park sites.
3. Paragraph 10, on Page 3 - should read as follows: The **CEDAR RIDGE** shall have no water main tap on or sanitary sewer tap on expense for those lots in the Exhibit A premises which can be documented as "Affordable Housing" lots. The **SUNRISE** shall pay water main tap on fees of \$25.00 per foot of frontage of the Exhibit B premises on Woodrig Road and on Main Street.
4. Paragraph 11, on Pages 3 & 4 - The City Corporation Counsel, given the current bills before the State legislature, has reservations about the City agreeing to exercise its eminent domain authority when and where necessary to provide public right-of-way access outside of its corporate limits to the Exhibit A premises or to replace the existing access easement in the Exhibit A premises to the Philby property with a public street in another location. Therefore, Paragraph 11 should read as follows: The **CITY** shall exercise its power of eminent domain when and where necessary to extend sanitary sewer to the Exhibit A premises. The **CEDAR RIDGE** and the **SUNRISE** shall obtain and dedicate all easements and right-of-way necessary to provide access to the Exhibit A and Exhibit B premises. The **CEDAR RIDGE** shall obtain and dedicate all easements and right-of-way necessary to replace the existing access easement in the Exhibit A premises to the Philby property with a public street in another location
5. Paragraph 12, on Page 4 - should read as follows: The **CEDAR RIDGE** shall extend an operational sanitary sewer main to the Exhibit A premises from the BNWRD interceptor sewer in Little Kickapoo Creek east of the Exhibit A premises. The **CITY** shall pay for any over sizing of the sanitary sewer to serve properties outside of the premises described in Exhibit A and Exhibit B. Payment for overissuing shall be calculated based on the proportional ratio of estimated flows of the areas served. If a sanitary sewer lift station is necessary to serve the premise in Exhibit A, it shall be constructed by the **CEDAR RIDGE** and given to the **CITY** for maintenance. The **CITY** shall pay for any overissuing of the lift station to serve properties outside the Exhibit A and Exhibit B premises.
6. Paragraph 14, on Page 4 - should read as follows: The **CEDAR RIDGE** shall have no adjacent substandard street improvement obligations for Woodrig Road or existing Hobson Drive. The **CEDAR RIDGE** shall pay the entire cost to purchase right-of-way, design, and improve Bunn Street to **CITY** standards adjacent to any buildable lots platted within the Exhibit A premises. The **CEDAR RIDGE** shall have no obligation regarding traffic signals

or turn lanes. The **SUNRISE** shall post an adjacent substandard roadway surety for the Exhibit B premises frontage on Woodrig Road in the amount of \$125.00 per foot. The **SUNRISE** shall have no substandard roadway obligation for Main Street. The **SUNRISE** shall provide an Intersection Design Study for the intersection of Woodrig Road and Geneva Boulevard. The **CITY** shall perform an Intersection Design Study for the intersection of S. Main Street and Woodrig Road.

7. Paragraph 16, on Page 4 - should read as follows: For all of the lots in the Exhibit A premises, all other annexation and development fees, including ~~but not limited to any inspection fees, construction permit fees, or subdivision~~ Engineering Department Plan Review and Inspection fees, permit fees (Excavation, Curb Cut, Erosion, and Building) fees, shall be waived by the **CITY**.
8. Add a Paragraph 17 to read as follows: The **CEDAR RIDGE** and the **SUNRISE** shall provide a traffic analysis for the Cedar Ridge development predicting future volumes of traffic anticipated to be generated by the Exhibit A and Exhibit B premises, and their impact on the intersections of Woodrig Road and, Woodrig Road and Geneva Boulevard, and Woodrig Road and Bunn Street.

Respectfully submitted,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Bloomington, McLean County, Illinois, herein referred to as "CITY," and Cedar Ridge, L L.C. an Illinois Limited Liability Corporation, herein doled to as the "CEDAR RIDGE" and Sunrise Company, LLC, herein referred to as "SUNRISE."

WHEREAS, the CEDAR RIDGE is the record owner in fee simple or contract buyer of the real estate which is legally described in Exhibit A hereto;

WHEREAS, CEDAR RIDGE is desirous of having the Exhibit A premises annexed to the CITY and the CITY is desirous of annexing said property;

WHEREAS, CEDAR RIDGE and CITY are desirous of having the Exhibit A premises zoned into the R-1C High Density Single-Family Residence District, and the S-2 Public Lands and Institutions District and B-1 Highway Business District;

WHEREAS, SUNRISE is the record owner in fee simple of the real estate which is legally described in Exhibit B hereto;

WHEREAS, SUNRISE is desirous of having the Exhibit B premises annexed to the CITY and the CITY is desirous of annexing that portion of said property not currently annexed to the CITY; WHEREAS, the SUNRISE and CITY are desirous of having that portion of the Exhibit B premises not currently zoned B-1 zoned into the B-1 Highway Business District classification.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. CEDAR RIDGE and SUNRISE agree to immediately annex to the CITY and the CITY agrees to immediately annex both the Exhibit A and the unannexed portion of the Exhibit B premises to the CITY.
2. Upon submission of a properly executed Petition to Rezone, the CITY shall zone the Exhibit A premises as follows: the park, detention basins, and the school areas to the S-2 Public Lands and Institutions District, Outlot 365 to S-2 Public Lands and Institutions District, the balance of the exhibit premises to the R-IC High Density Single Family Residential District, and the Exhibit B premises as follows: the detention basin S-2 Public Lands and Institutions District; the balance of the Exhibit B premises to the B-1 Highway Business District.
3. CEDAR RIDGE and SUNRISE agree that upon the annexation of the Exhibit A and Exhibit B premises to the CITY, they each shall petition for annexation to the Bloomington-Normal Airport Authority District and the Bloomington-Normal Water Reclamation District.
4. CEDAR RIDGE and SUNRISE agree to submit a preliminary subdivision plan or plans in substantial conformity with Exhibit C, which is attached hereto and made a part hereof CITY agrees to approve one or more preliminary subdivision plans for the intended subdivision of the Exhibit A and Exhibit B premises, with said subdivision(s) to be known as the Cedar Ridge Subdivision and Cedar Ridge Business Center or some other name mutually agreeable to the parties hereto, which shall be developed in phases. Each phase may have a separate subdivision name. The initial preliminary subdivision plans will be submitted to the CITY in substantial compliance with the CITY'S Subdivision Code as it exists on the date of the initial filing of this Agreement with the City Clerk. CITY agrees to approve the final subdivision plats of each phase of a preliminary plan provided they are in substantial compliance with the approved preliminary plan and this Agreement. Should the CITY not approve the preliminary plan submitted by CEDAR RIDGE pursuant to this agreement, then neither CEDAR RIDGE nor SUNRISE shall be obligated to sign this agreement and this agreement shall be considered unacceptable to CEDAR RIDGE and/or SUNRISE.
5. CITY shall allow CEDAR RIDGE to construct up to ten model homes on the Exhibit A premises for presentation and sale purposes. The location of the model homes may change from time to time and place to place as CEDAR RIDGE may desire and as the development or sales occur within the proposed subdivision. A model home may not be constructed unless the lot is pinned, water and sanitary sewer mains are extended to the lot, access to it is provided for by a compacted gravel or other hard surface and a grading plan for the lot has been accepted by the CITY'S staff. Notwithstanding the foregoing, no conveyance of title or certificate of occupancy for any model home shall take place until a final subdivision plat is of record for the real estate on which said model home is located and until access is available from a paved street.

6. This Agreement shall be enforceable for a period of 20 years from the date of the passage of the annexation ordinance contemplated by this Agreement. This Agreement is binding upon the parties hereto, and their heirs, successors, and assigns.

7. Storm Water Detention shall be provided onsite in conformance with the City's Manual of Practice. The dry bottom storm water detention facilities, after completion, shall be accepted by the CITY for maintenance provided they are accessible from a public park or right-of-way and are not deep enough to require a dam safety permit. At the CITY'S option the CEDAR RIDGE agrees to plant the dry bottom detention basin(s) with native plantings acceptable to the CITY and to maintain same until the basin is accepted for maintenance by the CITY.

8. CEDAR RIDGE shall satisfy the park land dedication requirements for the Exhibit A premises by making a dedication of the real estate as depicted on Exhibit C hereto of approximately 8.3 acres as a park and an adjacent school site of a size acceptable to the school district. The dedication of the park shall be to the CITY; the dedication of the school site to Unit School District No. 5. McLean and Woodford Counties, Illinois. CITY shall have no costs for roads or utilities adjacent to the School or Park sites.

9. CEDAR RIDGE and SUNRISE shall construct the water mains for the Exhibit A and Exhibit B premises in accordance with City Code. CITY shall pay the reasonable cost for any water main over sizing it may request. CEDAR RIDGE and SUNRISE shall construct sanitary sewers in accordance with City Code for the Exhibit A and Exhibit B premises. CITY shall pay the reasonable cost for any sanitary sewer over sizing it may request.

10. CEDAR RIDGE shall have no water main tap on expense for the Exhibit A premises. SUNRISE shall pay water main tap-on fees of \$25.00 per foot of frontage of the Exhibit B premises on Woodrig Road and on Main Street (U.S. Rt. 51).

11. CITY shall exercise its power to eminent domain when and where necessary to extend sanitary sewer to the Exhibit A premises. In the event that CEDAR RIDGE or SUNRISE cannot obtain all of the easements and right-of-way to obtain access to the premises, or to replace the access easement to the Philby property (the premises north of Interstate 74 and south of the premises described in Exhibit A) with a public street in another location, the CITY shall exercise its power of eminent domain to assist acquiring same. The use of the CITY'S power of eminent domain to fulfill the items in this agreement shall be limited to what is allowed by law CEDAR RIDGE shall be responsible for all costs related to the obtaining or condemnation of right-of-way or easements to serve the Exhibit A premises. SUNRISE shall be responsible for all costs related to the obtaining or condemnation of right-of-way or easements to serve the Exhibit B premises.

12. CITY shall extend an operational sanitary sewer main to the Exhibit A premises for service to both the Exhibit A and B premises. To the extent not existing, CITY shall extend a fully operational water main to the Exhibit A and B premises. CITY shall use its best efforts to complete the extensions provided for in this agreement by January 1, 2008. This completion date shall be extended as necessary without penalty to accommodate delays caused right-of-way or easement acquisition or any legal process. Any sanitary lift station required for part of the Exhibit A premises, if needed, shall be paid for and provided by CEDAR RIDGE. At the request

of the CITY, CEDAR RIDGE shall install the public improvements provided for in this paragraph 12 at the expense of CITY, provided CITY acquires the necessary right-of-way, where needed.

13. CEDAR RIDGE shall dedicate an area for turning at the south end of Hobson Drive in a manner acceptable to the CITY.

14. CEDAR RIDGE shall have no adjacent substandard street improvement obligations. CEDAR RIDGE shall pay the entire cost to purchase right-of-way, design, and improve Bunn Street to City standards adjacent to any buildable lots platted within the Exhibit A premises. CEDAR RIDGE and SUNRISE shall have no obligation regarding traffic signals or turn lanes at any Woodrig intersection. SUNRISE shall post an adjacent substandard roadway bond for the Exhibit B premises frontage on Woodrig Road in the amount of \$125.00 per foot. CEDAR RIDGE and SUNRISE shall have no substandard roadway obligation for Main Street. CEDAR RIDGE shall provide an Intersection Design Study for the intersection of Woodrig Road and Geneva Boulevard. CITY shall perform an Intersection Design Study for the intersection of S. Main Street and Woodrig Road. Any oversizing of sanitary sewer, storm sewer, or water mains necessary to service Hobson Drive or adjacent area outside of the premises which is the subject matter of this annexation agreement shall be considered oversizing and paid for by the CITY.

15. CEDAR RIDGE shall have the option to fulfill the subdivision bonding requirements for public improvements required by CITY'S Code by posting a single \$200,000.00 revolving commercial surety bond from an insurance company acceptable to the CITY. SUNRISE shall have the option to flail all of the subdivision bonding requirements for public improvements by posting a \$50,000.00 revolving letter of credit from a financial institution acceptable to CITY.

16. For the R1-C lots included in the Exhibit A premises, the CITY agrees to waive annexation fees, subdivision plan review and inspection fees, construction permit fees (including building permit fees, HVAC penult fees, plumbing permit fees, electrical permit fees, excavation/utility permit fees, driveway/curb cut permit fees, or erosion permit fees) and water meter purchase costs. The CITY shall waive the aforementioned fees until a maximum sum of \$868,384.00 is reached, at which time the collection of fees for the remaining R1-C lots in the Exhibit A premises (if any) shall resume. These fees are being waived in order to support the development of Affordable Housing to a minimum level of 30% of residentially developed lots. CEDAR RIDGE shall have the obligation of providing to the CITY documentation acceptable to the CITY identifying those lots deemed affordable by the NCHAMP Mortgage Program. The Exhibit B premises shall pay all of the above fees mentioned in this section.

17. SUNRISE and CEDAR RIDGE are each permitted to install temporary marketing type signage that exceed current CITY sign code size limitations to introduce the new subdivisions and commercial center. Temporary signs will be installed at or near entrances to phases of development, outside of the right-of-way. The sign message board will not exceed 10 feet high by 16 feet wide, not including any mounting structure. Temporary signs shall be removed after a maximum of 3 years.

18. City shall permit one high-rise interstate visible off-premises advertising sign on Outlot 371 provided SUNRISE complies with all zoning and sign regulations pertaining to such installations.

19. Cedar Ridge and Sunrise may encroach into City road right-of-way for proper positioning of permanent signage subject to City Engineering Department approval, which approval will not be unreasonably withheld CEDAR RIDGE and SUNRISE shall have the right to place signage in the outlots located at the entrance of Geneva Boulevard.

CEDAR RIDGE and SUNRISE shall provide a traffic analysis for the development predicting future volumes of traffic anticipated to be generated by the premises.

This agreement is made on the dates indicated below.

Date: December 14, 2006

City of Bloomington

By: Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Date: November 21, 2006

Cedar Ridge, LLC

Steve Snyder

Date: November 21, 2006

Sunrise Company, LLC

By: James A Shirk

EXHIBIT A

TRACT I:

A part of the East 1/2 of Section 21 and a part of the West 1/2 of Section 22, all in Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at a point on the East line of said Section 21, said point being 12.955 chains (855.03 feet) South of the Northeast corner of Section 21, thence East 8.04 chains (530.64 feet) along an existing fence to the fence which marks the West right of way line of the former Illinois Traction System Railroad, thence South 2,140.2 feet along the fence which marks the said West right of way line to a point on the Northerly right of way line of FAI Route 05-Section 57-20, said point

lying 210 feet North of Station 753+82 on Transit Line 11 on the right of way plat for said route as said right of way line is shown in Book 14 of Plats, at page 131 in the Office of the Recorder of Deeds, McLean County, Illinois, thence Northwesterly 940 feet along the said North right of way line to a point which is 250 feet North of Station 744+00 on said Transit Line, thence Northwesterly 397.4 feet along said right of way line to a point which is 250 feet North of Station 740+47.26 of said Transit Line and which point also lies in existing North-South fence, thence North 1,893.9 feet along said fence to a cornerpost, thence East 10.68 chains (704.88 feet) along an existing fence to the Point of Beginning, in McLean County, Illinois, together with any easement rights for access or any other purposes, including easement rights on other lands, 21-21-276-002

TRACT II:

Part of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at a point on the East line of said Section 21, 9.975 chains South of the Northeast corner thereof; thence North 89 degrees 34 minutes West, 10.53, thence North 3 degrees 16 minutes West 0.21 chains, thence North 89 degrees 59 minutes West 20.80 chains, thence South 4 degrees 27 minutes East 32.10 chains, thence North 85 degrees 48 minutes East 16.22 chains, thence North 6 degrees 0 minutes West 2.77 chains, thence North 85 degrees 48 minutes East 4.23 chains, thence North 3 degrees 57 minutes West 24.05 chains, thence North 87 degrees 22 minutes East 10.68 chains to the East line of said Section 21, thence North 4 degrees 12 minutes West 2.98 chains to the place of beginning, in McLean County, Illinois. 21-21-276-003

EXCEPT:

A part of the East ½ of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian more particularly described as follows: Beginning at the Northeast corner of Tract 2 of a Survey by George L. Farnsworth Jr. recorded October 5, 1954 as Document Number 29618; thence South 85 degrees 48 minutes West, 279.35 feet thence North 06 degrees 00 minutes west, 50.02 feet, thence North 85 degrees 48 minutes East, 281.14 feet; thence South 03 degrees 57 minutes East, 50.00 feet to the point of beginning, in McLean County, Illinois.

ALSO EXCEPT:

That part conveyed to the State of Illinois by Warranty Deed recorded October 18, 1963 as Document No. 43464, in McLean County, Illinois.

EXHIBIT B

Five Acres off the West side of Lot 5 in the Subdivision of the Northeast ¼ of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, as subdivided by Commissioners Case of Miller vs. Miler No. 733 Chancery, EXCEPT the East 76 feet of the North 150 feet and ALSO EXCEPT all of the West 74 feet of the East 150 feet of the North 150 feet, in McLean County, Illinois. 21-21-201-005

Mayor Stockton opened the Public Hearing. Mercer Turner, 202 N. Prospect, addressed the Council at the attorney for the Petitioner, (Cedar Ridge – Snyder Development). There were several individuals who planned to address the Council in support of this Petition.

Dr. Alan Chapman, Superintendent, 1809 W. Hovey, Normal, addressed the Council. He spoke on behalf of Community Unit District 5. He thanked the Council for the opportunity to address them. There was a separate agreement between the Petitioner and the school district for a ten (10) acre site for a potential elementary school. The school district anticipated an additional 125 grade school children in this area which would put pressure on Brigham Elementary School, (BES). The possible construction of a new elementary school might replace BES. He expressed his appreciation to the developer for their efforts. The school would be located adjacent to an eight (8) acre park.

Alderman Huette questioned the future of Brigham School. Dr. Chapman noted that Unit 5 had anticipated using this facility for a long period of time. Physically the facility had an additional thirty to fifty (30 – 50) years of life. The district was considering a geothermal HVAC system for the building.

Alderman Purcell questioned if the land would remain a green space until a final decision is reached.

Alderman Hanson questioned student projections. Dr. Chapman stated the projection for this subdivision was 240 students, with an equal split between elementary and high school students. Alderman Hanson questioned if a building had been planned to meet the projections. Dr. Chapman responded affirmatively. The City and the District would share facilities, (elementary school and an eight acre park).

Alderman Finnegan noted his disappointment with Northpoint Elementary School and the traffic issues, (drop off and pick up). Dr. Chapman informed the Council that Unit 5 was in the process of selecting an architectural firm. Access and egress were important factors.

Jack Snyder, 1 Brickyard Dr., addressed the Council on behalf of the Petitioner, Cedar Ridge, LLC. He noted the need for affordable housing. He cited the community's growth. Early on during the development of this project, the plan included a possible school site. Cedar Ridge, as the Petitioner, requested fee waivers to make this project possible. The City needed to waive various fees to make this project possible. This would not be a government subsidy. Cedar Ridge had developed a partnership with National City Bank to obtain below market interest rates. Thirty percent (30%) of all home sales would be within established income levels. He restated that this development would be impossible without the City's support. There would be special funding and model homes. An important consideration was the elementary school. Brigham School was built in the 1950's and was the oldest school in the Unit 5 School District. He reviewed the development which included detention basins, an elementary school and a City park. There would be 350 homes. Access to the subdivision would be from Woodrig Rd. Traffic

would flow to US 51. The Petitioner had met with City staff numerous times to reach an agreement.

Don Adams, 2709 McGraw Dr., Farnsworth Group, was also present. He was the project's engineer.

Alderman Finnegan questioned noise abatement along I74. Mr. Snyder noted the development's setback from the interstate. He also cited the elevation differences.

Alderman Schmidt noted the percentage of affordable homes, (thirty percent). She questioned if these homes would be clustered. Mr. Snyder responded negatively. These homes would be scattered throughout the development. He cited a development in Sarasota, FL. Sarasota had attempted to be an exclusive community. It had difficulty recruiting teachers because housing was not affordable.

Alderman Crawford questioned the thirty percent, (30%), figure. Mr. Snyder noted this figure represented 135 homes.

Alderman Huette questioned the commercial lots and the types of businesses which might locate there. Mr. Snyder informed the Council that the commercial property was owned by Jim Shirk. He cited possible uses, (convenient store, hotel, etc.). Alderman Huette noted that currently all of the commercial lots were not developed.

Alderman Schmidt questioned the timing and access to this subdivision. Tom Hamilton, City Manager, informed the Council that the first step would be with the Illinois Department of Transportation, (IDOT). There would be an intersection design study which would be linked to traffic volume and the development. Doug Grovesteen, Director of Engineering, addressed the Council. An analysis of the intersection of Woodrig and US 51 had been completed. Traffic signals were not warranted at this time. They may be needed in the future based upon projections. He anticipated a road upgrade which would allow for traffic signals. The intersections must meet warrants which it does not today. Improvement to Woodrig Rd. would also require the acquisition of right of way along the road's north side.

Mayor Stockton questioned the long term plan for Woodrig Rd. west of US 51. Mr. Grovesteen noted the distance between Woodrig Rd. and Brigham School Rd. Mr. Hamilton noted that IDOT was not supportive of an alignment of Cedar Ridge with Brigham. Woodrig Rd. could be extended west to Prairie Vista.

Alderman Huette questioned Bunn St. Mr. Grovesteen noted that this street might be stubbed at a future date. Mr. Hamilton addressed the question of access. Cedar Ridge was mirror image of Pepper Ridge only smaller. There would only be one (1) entrance. There would be a school/park site. In the near term, one (1) access point would be adequate.

Mr. Snyder readdressed the Council. He stated that it took ten (10) years for Pepperidge to offer a second access point.

Alderman Hanson commended Unit 5, Cedar Ridge, LLC, and Mr. Shirk for a quality project.

Mayor Stockton explained the concessions which had been offered by the City. He questioned how they could be measured ten (10) years out. Mr. Snyder restated that approximately 140 homes would be built to break even or sell at a loss. Cedar Ridge, LLC needed the City's support. The benefit of the fee waivers was to lower the sale price of the homes not the quality. There would be limited listings for new construction in the \$140,000 price range. Models would be built. Lots would be selected and sprinkled through the development. Affordable homes would be built each year. The entire subdivision would offer smaller lots.

Mayor Stockton added that thirty percent (30%) of the homes in the subdivision will be appraised at a higher value. Mr. Snyder expressed his hopes for this development. He noted the reporting requirements to National City. Mayor Stockton noted that the developer would have to account for the City's investment. Mr. Snyder noted that the Snyder family had been into real estate investment for a long term. They had a reputation to protect. Mr. Hamilton informed the Council that the Petitioner must report to the City which lots were affordable. He directed the Council to paragraph 16 which listed a figure of \$868,383 or \$2,500 per lot. If one only considered the lots marked affordable, then the figure would be \$8,300 per lot.

Alderman Matejka noted that eligible individuals would be directed to National City Bank. He questioned the impact if the targeted number was not met. Mr. Hamilton noted that the developer would pay these costs.

Alderman Huette questioned if National City Bank would also act as an enforcer.

Mr. Hamilton added that the Planning Commission was scheduled to address the Preliminary Plan for this development. The Preliminary Plan for the Cedar Ridge Subdivision would also appear before the Council.

Sarah Franks, 302 Woodrig Rd., addressed the Council. She stated her intention to present another point of view. Traffic was already an issue. Woodrig Rd. was not safe. She cited all of the streets that currently fed on to Woodrig Rd. Cedar Ridge would add an additional five (5) roads. She anticipated that there would be an additional 347 vehicles traveling on Woodrig Rd. The development was not comparable to Pepper Ridge. Pepper Ridge was not located along a busy street. Currently, there were 103 homes that use Woodrig Rd. on a daily basis. She noted the traffic volume during early morning hours. Vehicles traveled at high speed during rush hour. She believed that there would be a school bus route along Woodrig Rd. She expressed her concern for children waiting for same. She noted the proposed elementary school. It would also bring additional traffic from the faculty and staff to the school buses. She noted the noise from the traffic along

I74. The Council needed to reconsider the size of the development and its single access point. She restated her concerns regarding traffic, (safety and accidents).

Mayor Stockton acknowledged Ms. Franks concerns about traffic. Enforcement would be an issue upon annexation. The City had a history of improving rural roads.

Ms. Franks preferred that the property remain as is. She noted the City's growth. However, Woodrig Rd. was not meant to provide easy access to State Farm. Development was inevitable. However, it should involve better planning. She could foresee traffic backing up along this road. Mayor Stockton questioned if Ms. Franks was referring to the west end of the road.

Dave Anderson, 407 Woodrig Rd., addressed the Council. He acknowledged that Mr. Snyder had contacted him personally. His property was adjacent to the proposed subdivision at the property's north boundary line. His home also included a pasture for five (5) horses. He had purchased the property six (6) years ago. He knew that eventually development would come his way. He noted that there would be three (3) access points: Bunn St., US 51, and Geneva Ct. He anticipated the expansion of Bunn St. in the future. One (1) access point would be a mistake. He cited the Town of Normal's experience with the Ironwood Subdivision. There would be street maintenance issues. Woodrig Rd. would become a major street which would need to be built to City standards. He expressed his concern about traffic. He noted the inducements being provided by the City. Studies have shown from an economic point of view that residential development was a loser. He cited the cost to provide City services to residential homes. Only a small percentage of the homes in this subdivision would be affordable. This development needed three (3) things to be successful: 1.) a fence, 2.) a buffer, and 3.) access to US 51. Access to US 51 would be well worth the unknown cost.

Alderman Finnegan questioned if the road for the proposed development would align with Brigham Rd. at US 51.

Alderman Matejka expressed his appreciation to Mr. Anderson for the points he had raised. The City needed to think and plan ahead. The development of the road lagged five (5) or more years behind the proposed subdivision. He had watched the development of Pepper Ridge and Fox Creek Subdivisions. The City needed to budget and plan for infrastructure.

Mr. Adams addressed the Council. He noted that Bunn St. was twelve feet, (12') wide. No land had been dedicated to the south.

Alderman Matejka looked at the City's out year budget. He questioned what the City would do if this development took off. Mr. Hamilton agreed with Mr. Anderson's comments. Single family homes do not pay for themselves. Commercial developments generate sales tax dollars. The entry street would be built to commercial standards. He noted the adjacent commercial lots. Woodrig Rd. is shown as a collector street in the City's Comprehensive Plan. He cited the recent traffic study counts.

Alderman Gibson questioned the impact on Hamilton Rd. Mr. Hamilton stated that there was no way to know.

Mr. Grovesteen believed that traffic patterns would change once Hamilton Rd. was completed. He added that the missing link was the railroad crossing. Mr. Hamilton cited issues with IDOT. Mr. Grovesteen stated that the frontage road belonged to IDOT. This road is currently being used by existing businesses. If the frontage road was relocated to the east, then a business would need to be purchased. A revised access for these businesses would have to be negotiated. IDOT would not allow access to the frontage road. He restated that the road and the business would need to be relocated.

Alderman Matejka noted IDOT's dilemma with the former Six Points Rd. interchange. He also cited the old post office which was also located on a frontage road. He noted that the issues with traffic backing up on to major streets. Mr. Grovesteen added that this frontage road was quite old.

Alderman Schmidt noted that the decision to upgrade Woodrig Rd. was up to the Council. The City would need to make this project a priority.

Mayor Stockton stated that this project was not for economic development. This proposal was a quality of life issue. Cedar Ridge would provide affordable housing. Pepperidge offered one (1) entrance for a number of years.

Mr. Adams stated that he was not familiar with that development. He believed that one (1) entrance would work for a while. He cited his experience with the Ironwood Subdivision.

Mayor Stockton noted that the improvement of Bunn St. was a possible future road project. The City was not foreclosing the possibility of future entrances. Mr. Adams informed the Council that several neighborhood meetings regarding this development had been held.

Judy Stearns, 306 E. Locust, addressed the Council. She questioned the dollars that would be committed to this project. Mr. Hamilton restated \$868,384 or \$2,500 per lot. Ms. Stearns noted that Cedar Ridge Subdivision would offer new affordable housing. There were numerous City neighborhoods which already offered affordable housing. The existing neighborhoods looked to the City for financial support.

Mayor Stockton closed the Public Hearing.

Mr. Hamilton informed the Council of another amendment to the Annexation Agreement. He addressed paragraph 2, Outlot 365. This triangular piece of land would be zoned S – 2, Public Lands and Institutions District not B – 1, Highway Business District. The request for billboards had been removed from the agreement.

Motion by Alderman Matejka, seconded by Alderman Finnegan that the Annexation Agreement providing for annexation to the City of Bloomington and R-1C High Density Single Family Residence District; S-2 Public Lands and Institutions District; and B-1 Highway Business District zoning with revisions cited herein by staff be approved, and that the Mayor and City Clerk be authorized to sign 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, Purcell and Mayor Stockton.

Nays: None.

Motion carried.

Mayor Stockton encouraged City staff to keep traffic conditions along Woodrig Rd. in mind. Bunn St. would also have to be monitored.

MAYOR'S DISCUSSION: Mayor Stockton informed the Council that he had attended the GLT Summer Concert on Saturday, June 9, 2006. At the same time, there was an event at the US Cellular Coliseum, (attendance 5,100). In addition, there were forty to fifty (40 – 50) individuals skating at the Pepsi Ice Center. All appeared to be having a good time.

CITY MANAGER'S DISCUSSION: Tom Hamilton, City Manager, informed the Council that he would be taking a two (2) week vacation starting on Friday, June 16, 2006. Barb Adkins, Deputy City Manager, would attend the Council's June 26, 2006 meeting.

ALDERMEN'S DISCUSSION: Alderman Hanson informed the Council that he had attended the Central Illinois Downs Syndrome event on June 2, 2006 on behalf of the City.

Alderman Matejka extended his appreciation to Mr. Hamilton for having the wisdom to promote Barb Adkins and Brian Brakebill, Deputy City Managers. They would provide energy as they assisted the City Manager.

He also noted the City of Chicago's bike plan which went beyond recreation. The bike path would be used for transportation. He had obtained information about same from the Sunday, (June 11, 2006). Chicago Tribune.

Alderman Purcell questioned if the bike lanes were included in the street pavement.

Mayor Stockton noted that the City should also consider pedestrian access/sidewalks. Any improvement to Woodrig Rd. should include sidewalks.

Alderman Schmidt questioned bike racks.

She noted a recent joint meeting between the Unit 5 School Board and the Town of Normal Town Council. She recommended that the City hold a joint meeting and invited both school districts, Unit 5 and District 87. Tom Hamilton, City Manager, informed the Council that he had contacted Dr. Chapman, Unit 5 Superintendent. Alderman Schmidt expressed her opinion that District 87 needed to be at the same meeting.

Alderman Hanson informed the Council that Unit 5 and District 87 currently hold joint meetings. He cited the following topics: formula/funding mechanism and impact fees.

Mayor Stockton agreed that issues such as impact fees could not be ignored by District 87. The City needed to look at the community at large. The City was expanding into the TriValley and Olympia School Districts. Alderman Hanson noted the pressure on Unit 5 for facilities. District 87's numbers were declining. The school districts needed to work cooperatively for the effective use of taxpayer dollars. Mayor Stockton believed that the City was ready to meet with all parties.

Alderman Schmidt complimented Dean Kohn, Director Parks & Recreation, for his efforts on the skate board park at O'Neil Park and the playground improvements at Miller Park.

Alderman Purcell also thanked Mr. Kohn for his efforts on the skateboard park. A successful meeting had been held on this project.

He informed the Council that he had attended an event at Sheridan School on Friday, May 26, 2006.

Motion by Alderman Matejka, seconded by Alderman Finnegan, that the meeting be adjourned. Time: 9:05 p.m.

Motion carried.

Tracey Covert
City Clerk