



CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
DECEMBER 21, 2015



## **City Logo Design Rationale**

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

# **City of Bloomington – Strategic Plan**

## **Vision 2025**

Bloomington 2025 is a beautiful, family friendly city with a downtown – the heart of the community and great neighborhoods. The City has a diverse local economy and convenient connectivity. Residents enjoy quality education for a lifetime and choices for entertainment and recreation. Everyone takes pride in Bloomington.

Jewel of Midwest Cities.

## **Mission**

The Mission of the City of Bloomington is to be financially responsible providing quality, basic municipal services at the best value. The city engages residents and partners with others for community benefit.

## **Core Beliefs**

Enjoy Serving Others

Produce Results

Act with Integrity Take

Responsibility Be

Innovative Practice

Teamwork

Show the **SPIRIT!!**

## **Goals 2015**

Financially Sound City Providing Quality Basic Services

Upgrade City Infrastructure and Facilities

Strong Neighborhoods

Grow the Local Economy

Great Place to Live – A Livable, Sustainable City

Prosperous Downtown Bloomington

12/11/2010



## 2015 Strategic Plan Goals

<b>Goal</b>	<b>1. Financially Sound City Providing Quality Basic Services</b>
Objective	<ul style="list-style-type: none"><li>a. Budget with adequate resources to support defined services and level of services</li><li>b. Reserves consistent with city policies</li><li>c. Engaged residents that are well informed and involved in an open governance process</li><li>d. City services delivered in the most cost-effective, efficient manner</li><li>e. Partnering with others for the most cost-effective service delivery</li></ul>
<b>Goal</b>	<b>2. Upgrade City Infrastructure and Facilities</b>
Objective	<ul style="list-style-type: none"><li>a. Better quality roads and sidewalks</li><li>b. Quality water for the long term</li><li>c. Functional, well maintained sewer collection system</li><li>d. Well-designed, well maintained City facilities emphasizing productivity and customer service</li><li>e. Investing in the City's future through a realistic, funded capital improvement program</li></ul>
<b>Goal</b>	<b>3. Grow the Local Economy</b>
Objective	<ul style="list-style-type: none"><li>a. Retention and growth of current local businesses</li><li>b. Attraction of new targeted businesses that are the "right" fit for Bloomington</li><li>c. Revitalization of older commercial homes</li><li>d. Expanded retail businesses</li><li>e. Strong working relationship among the City, businesses, economic development organizations</li></ul>
<b>Goal</b>	<b>4. Strong Neighborhoods</b>
Objective	<ul style="list-style-type: none"><li>a. Residents feeling safe in their homes and neighborhoods</li><li>b. Upgraded quality of older housing stock</li><li>c. Preservation of property/home valuations</li><li>d. Improved neighborhood infrastructure</li><li>e. Strong partnership with residents and neighborhood associations</li><li>f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods</li></ul>
<b>Goal</b>	<b>5. Great Place – Livable, Sustainable City</b>
Objective	<ul style="list-style-type: none"><li>a. Well-planned City with necessary services and infrastructure</li><li>b. City decisions consistent with plans and policies</li><li>c. Incorporation of "Green Sustainable" concepts into City's development and plans</li><li>d. Appropriate leisure and recreational opportunities responding to the needs of residents</li><li>e. More attractive city: commercial areas and neighborhoods</li></ul>
<b>Goal</b>	<b>6. Prosperous Downtown Bloomington</b>
Objective	<ul style="list-style-type: none"><li>a. More beautiful, clean Downtown area</li><li>b. Downtown Vision and Plan used to guide development, redevelopment and investments</li><li>c. Downtown becoming a community and regional destination</li><li>d. Healthy adjacent neighborhoods linked to Downtown</li><li>e. Preservation of historic buildings</li></ul>

# AGENDA



## CITY COUNCIL MEETING AGENDA

### CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, DECEMBER 21, 2015 7:00 P.M.

1. **Call to order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call**
5. **Public Comment**
6. **Recognition/Appointments**
  - A. Proclamation declaring December 31, 2015 as, "Reverend Dr. Phenues Bush Day."
  - B. Presentation of the Annual Report on Library Services for FY15 (*Informational Report only*) (*Presentation by Carol Torrens, Adult Services Manager, Bloomington Public Library 10 minutes.*)
  - C. Presentation on, Summer Jobs Program for At-Risk Youth in McLean County and Delinquency Prevention Plan that identifies specific issues within the Community and options for addressing those concerns. (*Jason Chambers, McLean County State's Attorney 10 minutes.*)
7. **"Consent Agenda"**

*(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8.*

*The City's Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council's Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.)*

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**NOTE:** Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- A. Consideration of approving the Council Minutes of November 9, 2015 Work Session Meeting. *(Recommend that the reading of the minutes for the previous Council Work Session of November 9, 2015 be dispensed with and the minutes approved as printed).*
- B. Consideration of a approving a preliminary Engineering Services Agreement with the Norfolk Southern Railway Company for the proposed Hamilton Road crossing near Commerce Parkway. *(Recommend that the agreement with Norfolk Southern Railway Co. for preliminary engineering services in the amount of \$29,420 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- C. Consideration of approving a Wireline Crossing Agreement with the Union Pacific Railroad Corporation for installation of roadway and pedestrian lighting to be attached to the railroad Ibridge at Market Street. *(Recommend that the Wireline Crossing Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- D. Consideration of approving the 2016 Stop Loss Insurance for Employee PPO Health Plan. *(Recommend that the contract with HM Life Insurance for 2016 individual stop loss coverage on the City's employee PPO health plan be accepted and the Mayor and the City Clerk execute the necessary documents.)*
- E. Consideration of approving an Ordinance approving a Petition from CD PRYZ, LLC, for an Expedited Final Plat for CAMtek Subdivision, located east of Eastport Drive and North of Empire Street. *(Recommend that the Ordinance be approved for the Expedited Final Plat, subject to the Petitioner posting the required bond prior to recording of the final plat.)*
- F. Consideration of adoption of an ordinance for Case SP-04-15 Petition requesting approval of a Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue. *(Recommend that an Ordinance be adopted for Case SP-04-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- G. Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of Highway Authority Agreement / Leave-in-place Agreement at 1331 N. Linden Street (Ward 7). *(Recommend That the Ground Water Ordinance and Highway Authority Agreement be passed and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of Amending the City Code Provisions on Lake Lease to update the terms, duration, and rental rates. *(Recommend that the Ordinance Amending the City Code on Lake Leases be approved and the Mayor and City Clerk be authorized to execute the Ordinance.)*

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**NOTE:** Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- I. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 26, Block 2 of Camp Kickapoo, from Stanley R. Hoselton Trust to Anvil Real Estate, Inc. (*Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.*)

## **8. “Regular Agenda”**

- A. Consideration of approving Resolutions for the abatements of property taxes for the 2015 Tax Levy.
  - a. Resolution abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.
  - b. Resolution Abating Tax Levy For Rent Payable Under Lease Agreement Between The Public Building Commission, Mclean County And The City Of Bloomington For The Old Champion Building And The Expansion Of The Parking Garage.

*(Recommend that the Resolutions for the abatement of a total \$6,933,026.29 of property taxes for the 2015 tax levy for debt service and rent payments be adopted, and authorize the Mayor and City Clerk to execute the necessary documents. (Presentation by Patti-Lynn Silva, Finance Director, 5 minutes, Council discussion 10 minutes)*

- B. Consideration of adoption of an ordinance for Case SP-05-15 Petition requesting approval of Special Use Permit to allow the operation of an antique store for the property located at 403-405 E. Locust Street. (*Recommend that an Ordinance be adopted for Case SP-05-15 for the Special Use Permit for an antique store at 403-405 E. Locust Street, and authorize the Mayor and City Clerk to execute the necessary documents.*) (*Presentation by Tom Dabareiner, Community Development Director 5 minutes, Council discussion 10 minutes*)

## **9. City Manager’s Discussion**

## **10. Mayor’s Discussion**

## **11. City Aldermen’s Discussion**

## **12. Executive Session – *Cite Section***

## **13. Adjournment**

## **14. Notes**

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# RECOGNITION



## 6. Recognition/Appointments

- A. Proclamation declaring December 31, 2015 as, “Reverend Dr. Phenues Bush Day.”
- B. Presentation of the Annual Report on Library Services for FY15 (*Informational Report only*) (*Presentation by Carol Torrens, Adult Services Manager, Bloomington Public Library 10 minutes.*)
- C. Presentation on, Summer Jobs Program for At-Risk Youth in McLean County and Delinquency Prevention Plan that identifies specific issues within the Community and options for addressing those concerns. (*Jason Chambers, McLean County State’s Attorney 10 minutes.*)

# **PROCLAMATION**

## ***Reverend Dr. Phenues Bush Day***

**Whereas**, *Special recognition is given to the Reverend Dr. Phenues Bush, pastor of the Union Missionary Baptist Church of Bloomington, Illinois for his dedication and service, and;*

**Whereas**, *Reverend Bush was called to pastor The Union Missionary Baptist Church in May 1970 and has served his church and this community faithfully for over 45 years, and;*

**Whereas**, *Through Reverend Bush's leadership and members of The Union Missionary Baptist Church, they were able to pay off the church debt and formulate plans for a new sanctuary, and;*

**Whereas**, *Reverend Bush envisioned taking The Union Missionary Baptist Church from where they are ( a building falling apart) to where they are now, a new state of the art sanctuary that is debt-free, and;*

**Whereas**, *Reverend Bush, along with dedicated members of The Union Missionary Baptist Church, expanded services at the church to include a food pantry and bus ministry, and;*

**Whereas**, *Reverend Bush vision was expanded to create the School of Religion in which the opportunity for Christian Education was presented to all who desired to learn God's word, and;*

**NOW, THEREFORE**, *I, Tari Renner, Mayor of the City of Bloomington, Illinois, do hereby proclaim December 31, 2015 to be*

## ***Reverend Dr. Phenues Bush Day***

*Tari Renner  
Mayor*

*Cherry Lawson  
City Clerk*



**REGULAR AGENDA ITEM NO. 6B**

FOR COUNCIL: December 21, 2015

**SUBJECT:** Presentation Report on Library Services for FY15

**RECOMMENDATION/MOTION:** Informational report only.

**STRATEGIC PLAN LINK:** Goal 1 Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:** All Goal 1 Objectives:

- a. Budget with adequate resources to support defined services and level of services
- b. Reserves consistent with city policies
- c. Engaged residents that are well informed and involved in an open governance process
- d. City services delivered in the most cost-effective, efficient manner
- e. Partnering with others for the most cost-effective service delivery

**BACKGROUND:** This annual review of the library's most recent fiscal year will be presented by Carol Torrens, Library Adult Services Manager.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City of Bloomington and Golden Prairie Public Library District residents

**FINANCIAL IMPACT:** The Library provided services while staying within its budget.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION** none at this time

Respectfully submitted for Council consideration.

Prepared by: Carol Torrens, Adult Services Manager,  
Bloomington Public Library

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporate Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Power Point presentation: Library's FY15 in Review

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Motion: Informational report only

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

# FY15 in Review



## Bloomington Public Library

*Books are just the beginning.*

Find

Use

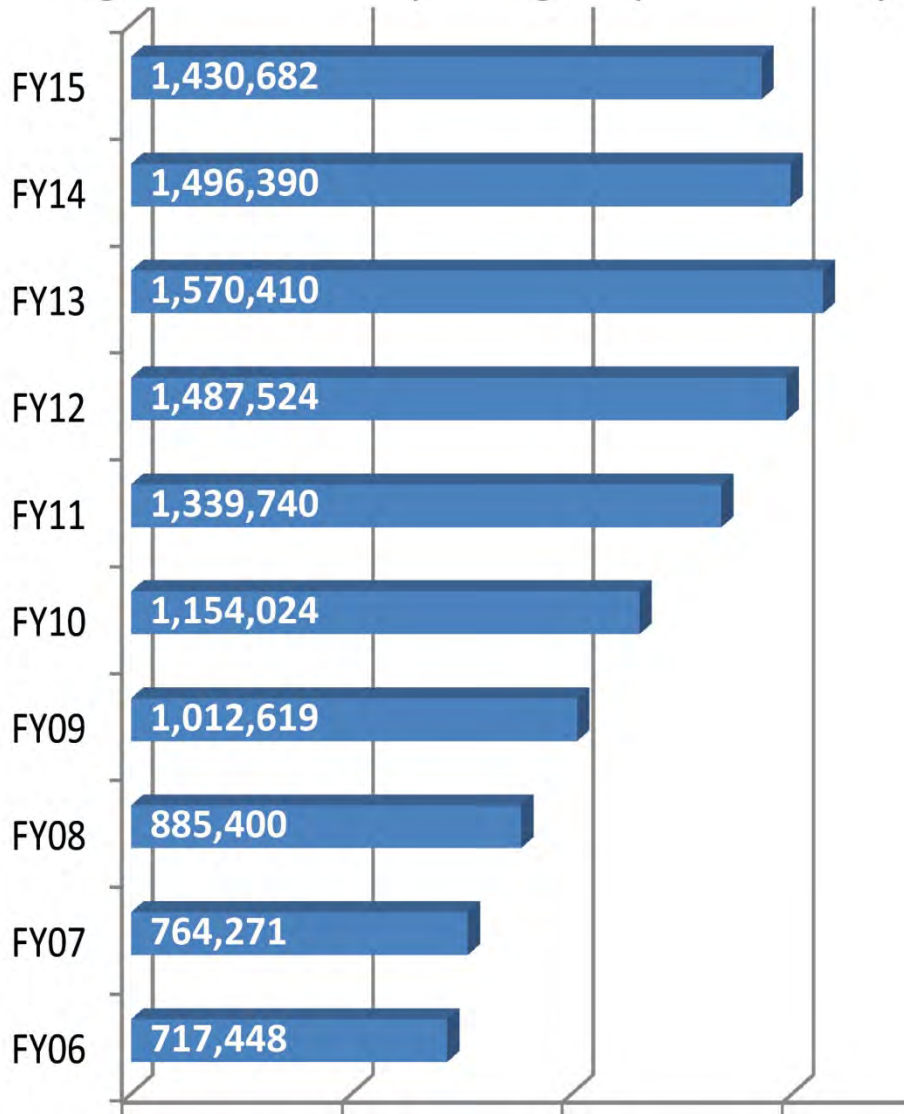
See & Do

Participate

[www.BloomingtonLibrary.org](http://www.BloomingtonLibrary.org)

# Circulation

The chart below shows the number of items circulated by Bloomington Public Library during the past 10 fiscal years.



**During FY15, 367,216 people  
visited the library.**

**3.4%** of the library's visitors were visitors to the Bookmobile.



**Compared to FY14 when visitors numbered 411,492,  
the library's total number of visitors was **down 10.8%** in FY15.**



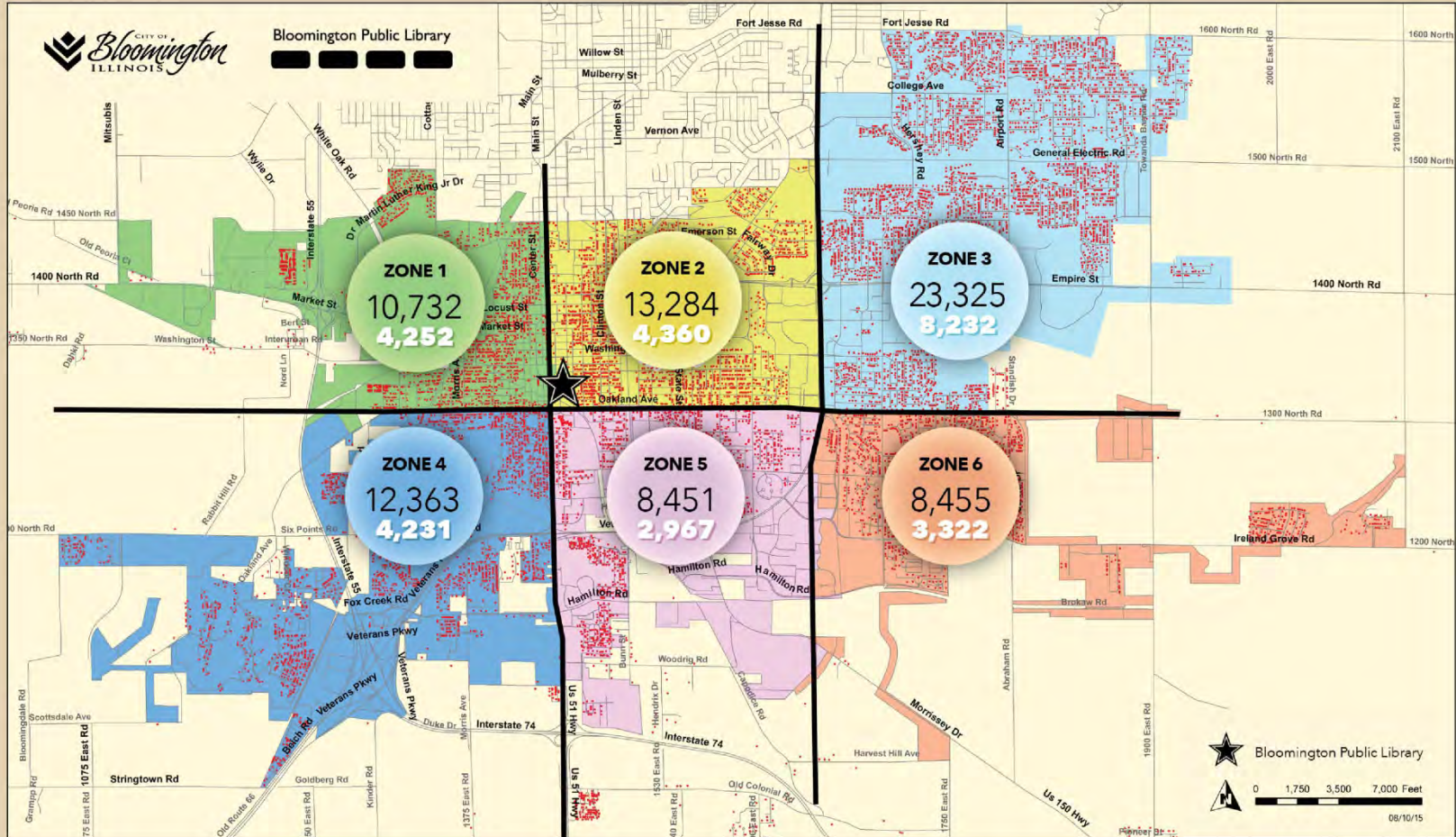
# LIBRARY POPULATION AREAS

2010 CITY OF BLOOMINGTON CENSUS DATA

POPULATION = 76,610

LAND AREA INCORPORATED = 27.22 square miles

BPL's card holders are dispersed fairly equally across the City with the highest concentration of card holders living in the City's north west corner.



- ZONE 1 39.6% of the population has a library card
- ZONE 2 32.8% of the population has a library card
- ZONE 3 35.3% of the population has a library card

- ZONE 4 34.2% of the population has a library card
- ZONE 5 35.1% of the population has a library card
- ZONE 6 39.3% of the population has a library card



# Programs

	FY14	FY15	Difference
Number of programs	468	521	<b>+11%</b>
Program attendees	10,353	15,322	<b>+48%</b>
Children's programs	231	318	<b>+38%</b>
Children's programs attendees	7,872	12,803	<b>+63%</b>
Teen programs	82	59	<b>-28%</b>
Teen program attendees	530	654	<b>+23%</b>
Adult programs	155	144	<b>-7%</b>
Adult program attendees	1,951	1,865	<b>-4%</b>
Summer Reading participants	7,541	8,413	<b>+12%</b>



During FY15, there were **299,628** items in the library's physical collection.

This includes print materials, audio books, DVDs & magazines.



And there were **116,601** electronic items in the library's collection.

This includes eBooks, eAudiobooks & eMovies.

In FY15, eMaterials represented 4% of BPL's 1.43 million circulated items.



# FY15 Revenues

- Bloomington Public Library is a municipal library; it receives the majority of its funding from the City of Bloomington property tax.
- Golden Prairie Public Library District contracts with Bloomington Public Library to provide services for its residents.
- In FY15, the Property Tax budgeted was \$4,546,710.
- In FY15, the Property Tax received was \$4,541,270.



■ <b>Property Tax</b> .....	\$4,541,270.....	86%
■ <b>Golden Prairie Public Library District</b> ....	\$362,116.....	6.9%
■ <b>Replacement Tax</b> .....	\$130,400.....	2.5%
■ <b>Fees and Rentals</b> .....	\$81,412.....	1.5%
■ <b>State Grants</b> .....	\$95,763.....	1.8%
■ <b>Other</b> (including Book Shoppe sales).....	\$50,543.....	1%
■ <b>Donations</b> .....	21,958.....	0.4%

**Total FY15 revenue ..... \$5,283,462 ..... 100%**

# FY15 Expenses

- The Library's total operating budget for FY15 was \$5,283,462.
- The Library's total expenses for FY15 were \$4,887,195.
- The budget can be broken down into the following major categories of spending.




■ Salaries & Wages .....	\$2,359,931 .....	48.3%
■ Total Benefits .....	\$818,158 .....	16.7%
■ Maintenance .....	\$205,460 .....	4.2%
■ Supplies & Contract Services .....	\$571,661 .....	11.7%
■ Total Materials .....	\$690,901 .....	14.1%
■ Other Expenses .....	\$241,084 .....	4.9%

**Total FY15 Expenses ..... \$4,887,195 ..... 100%**

**From:** "Chambers, Jason" <Jason.Chambers@mcleancountyil.gov>  
**To:** Cherry Lawson <clawson@cityblm.org>

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**Date:** Thursday, December 17, 2015 07:42AM  
**Subject:** Re: Juvenile Justice Council

History:  This message has been replied to.

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Ms. Lawson,

Below is what was included in the Normal Council information at the meeting on November 16th of this year. I do not claim authorship, but it gives some background for your council.

#### BACKGROUND

In 1992 a key group of community leaders came together to form a committee to address growing concerns with street gangs in McLean County. In 1995, a federal grant from the Office of Juvenile Justice and Delinquency Prevention was awarded to the group to develop a comprehensive, community-wide approach to gang prevention, intervention and suppression. In 1997, the group incorporated under the name of Youth Impact Inc. Between 1997 and 2006, Youth Impact Inc. operated "Scoop Dreams", which was an ice cream parlor located on Bloomington's west side. It was open during the summer months and served as a job training/education site for juveniles who were at-risk of gang involvement. During this time, the Town of Normal and City of Bloomington provided funding to assist with the operations of Youth Impact Inc.

In the spring of 2006, Youth Impact Inc. developed and implemented its first Delinquency Prevention Plan, which formally defined the mission and priorities of the organization. The plan was revised in 2008 with an emphasis on enhancing community involvement to aid in delinquency prevention and focused efforts in three primary areas; prevention, intervention and suppression.

From 2008-2010, Youth Impact Inc. partnered with Project Oz to offer a summer jobs program for local, at-risk teens. The program was successful but privacy restrictions by Project Oz prevented the sharing of critical data needed for an evidence based analysis of the program.

In 2011, Youth Impact Inc. was dissolved and formally became the Juvenile Justice Council, JJC, whose responsibilities are statutorily established in 705 ILCS 405/6-12 of the Illinois Juvenile Court Act. The act authorizes each county to establish a juvenile justice council to improve

interagency cooperation and programs intended to address juvenile delinquency and crime.

In 2012, the JJC solicited Request for Proposals from organizations to conduct a summer jobs training program for at-risk juveniles ages 15-18. A specific requirement of the funding was that the selected organization must share the necessary data to conduct an evidence base analysis of the program.

YouthBuild McLean County was selected to provide these services and has continued through an agreement with the JJC since that time.

#### DISCUSSION/ANALYSIS

In the spring of 2014, the McLean County JJC received a planning grant from the Illinois Juvenile Justice Commission to conduct a comprehensive study of all the processes and programs offered in the juvenile justice system throughout the county. The study gathering information from all stakeholders through personal interviews and surveys. This included, juvenile justice personnel, service providers, school administrators, the business community, parents and youth. As a result of this work the JJC's new Delinquency Prevention Plan was adopted in early 2015. The plan recognizes past progress and identifies three focus areas that can have the greatest impact on delinquency prevention moving forward; truancy, domestic violence and mental health.

In 2015 the JJC also continued its agreement with YouthBuild McLean County to provide a summer jobs training program. The JJC receives funding for the program from the Town of Normal and City of Bloomington in the amount of \$10,000 each and the McLean County Sheriff and States Attorney's Offices in the amount of \$2,500 each, for a total of \$25,000. In June, the Summer Jobs Program began 8 weeks of intense job training, mentoring and educational development services targeting 30 plus youth.

Participants in the program ranged in age from 16-18 years old and were considered for the program because of risk factors such as, prior criminal involvement, substance abuse, disciplinary issues at school, gang involvement, homelessness and others.

The JJC is very pleased that the summer jobs program was able to service so many at-risk youth in the community. The program provided participants with valuable life skills and allowed them to develop positive relationships that will benefit them in leading healthy, productive lives.

Jason

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**From:** Cherry Lawson <clawson@cityblm.org>  
**Sent:** Tuesday, December 15, 2015 8:59 AM  
**To:** Chambers, Jason  
**Subject:** Re: Juvenile Justice Council

Mr. Chambers,

I just wanted to confirm that you will be attending the December 21, 2015 Regular City Council Meeting to give your presentation to Council. Would you please confirm with me the scope of your presentation as well as the estimated amount of time you will need for your presentation. Lastly, should you be using a PowerPoint Presentation, please email me the electronic copy of your presentation so that I may include it in the packet as well.

Thank you

-----"Chambers, Jason" <Jason.Chambers@mcleancountyil.gov> wrote: -----

To: "'clawson@cityblm.org'" <clawson@cityblm.org>  
From: "Chambers, Jason" <Jason.Chambers@mcleancountyil.gov>  
Date: 11/05/2015 04:42PM  
Subject: Juvenile Justice Council

Ms. Lawson,

I am currently the Chair of the McLean County Juvenile Justice Council. I am hoping that we can get placed on the agenda for your second meeting in November as an informational item and speak for 10-15 minutes to the Council about what we have been doing. Particularly we would like to tell the Council about:

1. Our summer jobs program for at risk youth in McLean County which is now in its third year.
2. A recent Delinquency Prevention Plan which has identified specific issues our community needs to consider addressing for youth in McLean County.

If you need anything additional from me, please feel free to contact me and let me know.



Jason Chambers

McLean County State's Attorney

Websense: Click [here](#) to report this email as spam.

This message has been scanned for malware by Websense. [www.websense.com](http://www.websense.com)

# CONSENT AGENDA



**CONSENT AGENDA ITEM: 7A**

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of approving the Council Minutes of the November 9, 2015 Work Session Meeting Minutes.

**RECOMMENDATION/MOTION:** That the reading of the minutes for the previous Council Work Session Meeting of November 9, 2015, be dispensed with and the minutes approved as printed.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** The Council Work Session Minutes of November 9, 2015, have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales, City Manager

**Attachments:**

- November 9, 2015 Work Session Meeting Minutes

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Motion: That the reading of the minutes for the previous Council Work Session Meeting of November 9, 2015, be dispensed with and the minutes approved as printed.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			



**SUMMARY MINUTES OF THE  
WORK SESSION CITY COUNCIL MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, NOVEMBER 9, 2015; 6:36 P.M.**

The Council convened in work Session in the Council Chambers, City Hall Building, at 6:36 p.m., Monday, November 9, 2015.

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Aldermen: Kevin Lower, Diana Hauman, Amelia Buragas, Joni Painter, Mboka Mwilambwe, Jim Fruin, Karen Schmidt, and Mayor Tari Renner.

Absent: Aldermen Sage and Black.

Staff Present: David Hales, City Manager; Jeffery Jurgens, Corporate Counsel; Steve Rasmussen, Assistant City Manager; Alex McElroy, Assistant to the City Manager, Renee Gooderham, Chief Deputy Clerk.

Staff Absent: Cherry Lawson, City Clerk was absent.

**3. PUBLIC COMMENT**

No one spoke during Public Comment.

**4. DISCUSSION TOPIC**

Alex McElroy, Assistant to the City Manager, addressed the Council. He provided a brief history on the American with Disabilities Act (ADA). The City was an ADA Title II public entity. Title II required a self-assessment of policies and practices. Administrative requirements included: establish grievance procedure; designate an individual to oversee Title II compliance; establish a transition plan if structural changes were necessary for achieving program accessibility and retain the self-assessment for three (3) years. The City adopted a compliance plan on July 27, 1992. Enforcement was through the United States Department of Justice.

Mr. McElroy cited the Title II ADA Administrative requirements: five (5) General requirements and thirteen (13) Self Evaluation requirements. He noted that the ADA Transition Plan required updating. Self-Evaluation requirements consist of: 1.) Transition Plan; 2.) Program Access; 3.) Communication with Persons with Disabilities [includes website accessibility requirements]; Auxiliary Aids and Services; Emergency Preparedness; Fundamental Alterations; Access to Public Meetings; Employment Practices; Building and Construction; ADA Staff Training and Drug Usage.

The Transition Plan identify physical barriers and steps to enable the General and Self Evaluation requirement accessibility in their entirety. Should the time period for achieving compliance be longer than one (1) year, the City was required to identify interim steps that would be taken during each transition period. Mr. McElroy stated that the completed Transition Plan would list barriers with physical environments and method of removal.

## **5. ADJOURNMENT**

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Schmidt, seconded by Alderman Hauman, that the meeting be adjourned. Time: 6:48 p.m.

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

Ayes: Aldermen Schmidt, Hauman, Lower, Buragas, Fruin, Painter and Mwilambwe.

Nays: None.

Motion carried. (viva voce)

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Renee Gooderham, Chief Deputy Clerk



## CONSENT AGENDA ITEM NO. 7B

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of a approving a preliminary Engineering Services Agreement with the Norfolk Southern Railway Company for the proposed Hamilton Road crossing near Commerce Parkway.

**RECOMMENDATION/MOTION:** That the agreement with Norfolk Southern Railway Co. for preliminary engineering services in the amount of \$29,420 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** 2. Upgrade City Infrastructure and Facilities.

**STRATEGIC PLAN SIGNIFICANCE:** 2a. Better quality roads and sidewalks.

**BACKGROUND:** Two key gaps remain to complete the 7.2-mile Hamilton Road East-West Corridor. One of those gaps is from Bunn Street to Commerce Parkway. (The other is on the far west side, from Beich Road to Danbury Drive.) A key piece of the Bunn-Commerce extension is the crossing of the Norfolk Southern Railway just west of Commerce Parkway.



While the new crossing has not been approved by the railroad or the Illinois Commerce Commission, inroads have been made toward that end through ongoing discussions among the parties. The railroad requires that the City pay for their engineering costs to review the preliminary plans for the new at-grade crossing. The plans will be prepared for the City by Hanson Professional Services and then provided to the railroad for review. The railroad estimates the engineering review cost at \$29,420 but will submit invoices showing reasonable costs.

The process for preliminary engineering is as follows:

- The City Council approved a contract with Hanson Professional Services on October 26, 2015, through a quality-based selection process (RFQ 2015-26).
- Hanson will perform a number of essential tasks, including preliminary railroad engineering.
- City staff will review the preliminary engineering plans.
- Hanson and the City will provide the engineering plans to Norfolk Southern Railway for review and response.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Various stakeholders, including State Farm Insurance Companies but also many smaller businesses, will be positively impacted by the Bunn-to-Commerce project and have expressed support.

**FINANCIAL IMPACT:** This is budgeted in the Engineering – Design & Engineering Services account (10016210-70050). Stakeholders can locate this in the FY 2016 Budget Book titled “Budget Overview & General Fund” on page 360.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Technician I, Public Works

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Agreement for Preliminary Engineering Services- Norfolk Southern Railway Company

Motion: That the agreement with Norfolk Southern Railway Co. for preliminary engineering services in the amount of \$29,420 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			



**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES**

This agreement made by and between the City of Bloomington (hereinafter called "CITY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Bloomington, McLean County, Illinois  
AAR-DOT#: TBD  
Street /Bridge Name: Hamilton Road  
Description: Proposed Hamilton Road extension across Norfolk Southern  
Mile Post SP-373.25

Preliminary Engineering Cost Estimate: \$ 29,420

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

**ARTICLE 1. REIMBURSEMENT.** The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

**ARTICLE 2. EFFECTIVE DATE OF AGREEMENT.** This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

**ARTICLE 3. STARTING OF WORK.** This agreement covers preliminary engineering services performed starting July 13, 2015. The COMPANY agrees to provide preliminary engineering services at the request of CITY or its agent, whether written or verbal.

**ARTICLE 4. SCOPE OF WORK.** The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the CITY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the CITY and the COMPANY have caused these presents to be signed by their duly authorized officers:

**CITY**  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMPANY**  
Signature: \_\_\_\_\_  
Name: James N. Carter  
Title: Chief Engr. Bridges & Structures  
Date: \_\_\_\_\_

## FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company  
For the Account of: City of Bloomington  
Project Description: Proposed Construction of Hamilton Rd. Crossing  
Location: Bloomington, McLean County, Virginia  
Project No.: 0  
Milepost: SP-373.25  
File: CX0035117  
Date: October 12, 2015

### SUMMARY

ITEM A - Preliminary Engineering	27,072
ITEM B - Construction Engineering	0
ITEM C - Accounting	2,347
ITEM D - Flagging Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 29,420</b>

### ITEM A - Preliminary Engineering

(Review plans and special provisions,  
prepare estimates, etc.)

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		3,772
Travel Expenses:		3,500
Services by Contract Engineer:		15,000
<b>NET TOTAL - ITEM A</b>		<b>\$ 27,072</b>

**ITEM B - Construction Engineering**

(Coordinate Railway construction activities,  
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
	<b>NET TOTAL - ITEM B</b>	<hr/>
		\$ -

**ITEM C - Administration**

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	20 Hours @ \$30 / hour=	600
Accounting Additives:		497
	<b>NET TOTAL - ITEM C</b>	<hr/>
		\$ 2,347

**ITEM D - Flagging Services**

(During construction on, over,  
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	0 days @ 300.00 per day=	0
	(based on working 10 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
	<b>NET TOTAL - ITEM D</b>	<hr/>
		\$ -

**ITEM E - Communications Changes**

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	<b>NET TOTAL - ITEM E</b>	<hr/>
		\$ -

**ITEM F - Signal & Electrical Changes (to be modified as plans develop)**

Material:	0
Labor:	0
Purchase Services:	0
Other:	0
	<hr/>
<b>NET TOTAL - ITEM F</b>	<b>\$ -</b>

**ITEM G - Track Work (to be modified as plans develop)**

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
	<hr/>
<b>NET TOTAL - ITEM G</b>	<b>\$ -</b>

**ITEM H - T-CUBED**

Lump Sum	\$ -
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**NOTES**

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (10/12/2015). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of approving a Wireline Crossing Agreement with the Union Pacific Railroad Corporation for installation of roadway and pedestrian lighting to be attached to the railroad bridge at Market Street.

**RECOMMENDATION/MOTION:** That the Wireline Crossing Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 2a. Better quality roads and sidewalks and 5a. Well-planned City with necessary services and infrastructure.

**BACKGROUND:** The Union Pacific Railroad Corporation (UPRR) has completed major construction work at the Market Street railroad bridge as part of the Illinois High Speed Rail (HSR) Project, and Market Street is now open to traffic. The HSR Project and UPRR constructed the new bridge, reconstructed new curb & gutter, sidewalk, and street pavement, installed new storm sewer drainage structures, constructed a retaining wall, and installed new traffic signals. It is now the City’s responsibility to install lighting under the bridge for vehicles and pedestrians. Prior to installation of under bridge lighting, the UPRR requires a “Wireline Crossing Agreement” be executed. The UPRR requires agreement documents for utilities crossing RR right-of-way and/or attached to RR structures. The UPRR has waived all usual fees associated with the Agreement since it is being installed in conjunction with the HSR Project.

The City will utilize Bodine Electric to install the lights. The City currently has an FY16 contract in place with Bodine Electric for Traffic Signal Maintenance, there are sufficient funds in this contract to cover the approximate \$7,000.00 cost to purchase and install the lights.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Approximately \$7,000.00 will be paid from the FY 2016 Traffic Signal Maintenance contract with Bodine Electric, purchase order #20160156, approved by City Council on July 27, 2015, item 7H. The coding on the approved purchase order is Engineering-Contracted Traffic Signal Maintenance account (10016210-70662). Stakeholders can locate this in the FY 2016 Budget Book titled “Budget Overview & General Fund” on page 360.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, Civil Engineer II

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Wireline Crossing Agreement
- Lighting Layout Drawing

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Motion: That the Wireline Crossing Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

## **WIRELINE CROSSING AGREEMENT**

Mile Post: 126.28, Joliet Subdivision/Branch  
Location: Bloomington, Mclean County, Illinois

**THIS AGREEMENT (“Agreement”)** is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF BLOOMINGTON**, an Illinois municipal corporation to be addressed at 109 East Olive Street, Bloomington, Illinois 61701 (“Licensee”).

### **IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **Article 1. LICENSOR GRANTS RIGHT.**

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

six overhead 120V electric power wireline crossings

across Licensor’s track(s) and property (the “Wireline”) in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated November 25, 2015, marked Exhibit “A” attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit “A”, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

#### **Article 2. CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

**Article 3. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

**Article 4. INSURANCE.**

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

**Article 5. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

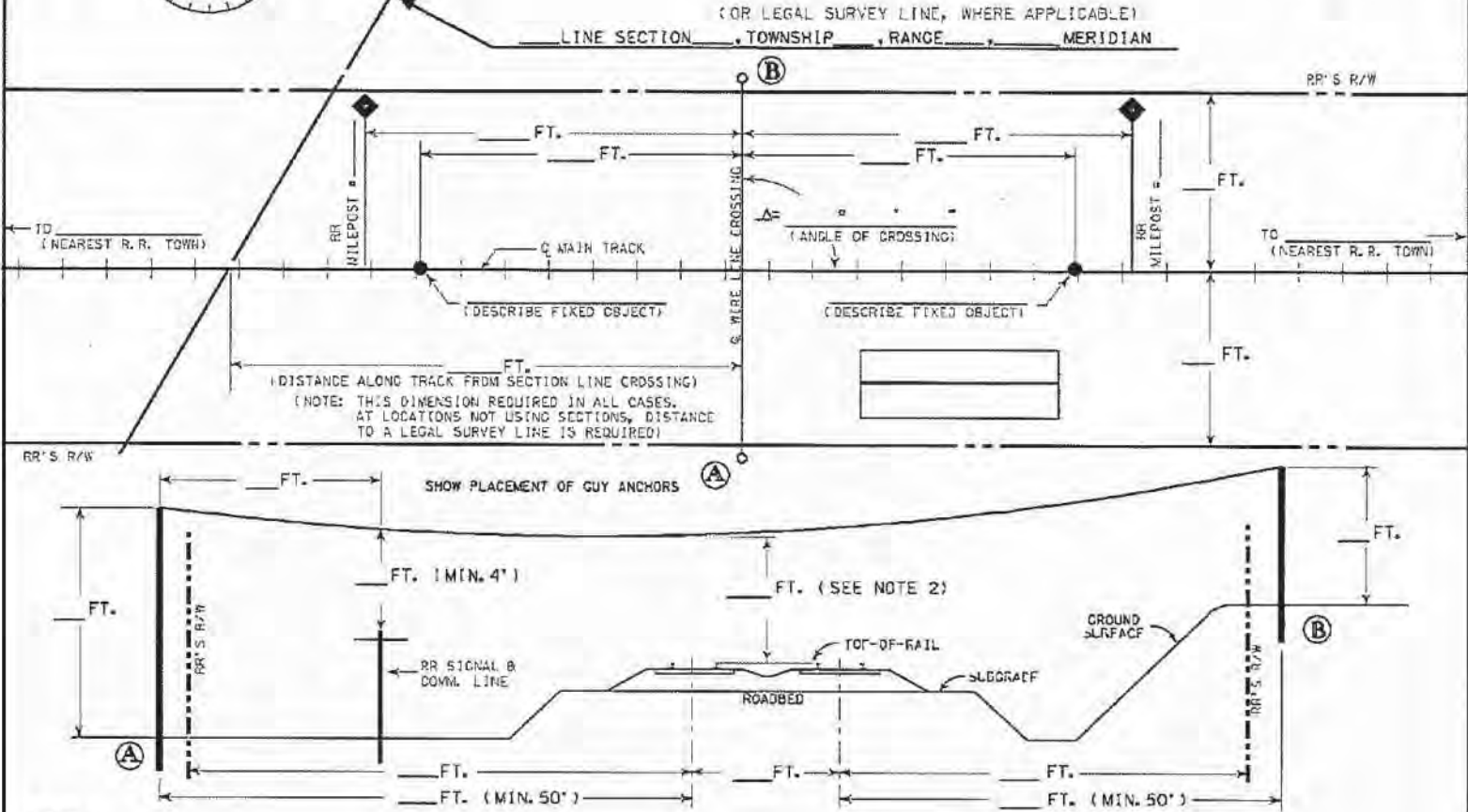
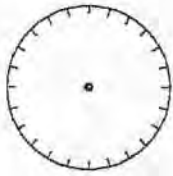
# OVERHEAD WIRELINE CROSSING

## 750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-D  
REV 10-26-2007  
www.uprr.com

**NO SCALE**



NOTES :  
SEE WIRELINE INSTALLATION ENGINEERING SPECIFICATIONS

- A) TYPE WIRELINE CROSSING: Coated copper wire in rigid conduit attached to bridge sub-structure.
- B) VOLTAGE TO BE CARRIED 120V NO. OF WIRES 3
- C) CURRENT TO BE CARRIED 20A
- D) WIRELINE WILL PASS UPRR COMMUNICATION OR SIGNAL LINE?  
WHAT IS THE MINIMUM CLEARANCE BETWEEN WIRES?        FEET.
- E) WILL ANY ATTACHMENTS BE MADE TO ANY EXISTING POLES? No
- F) WILL ANY ATTACHMENTS BE MADE TO RAILROAD'S POLES? No
- G) WHAT TYPE OF FACILITY WILL LINE BE SERVING? Under bridge roadway lighting
- H) APPLICANT HAS CONTACTED 1-800-336-9193,  
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER  
OPTIC CABLE        EXIST IN VICINITY OF WORK TO BE PERFORMED.  
TICKET NO.

### EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Joliet Sub. (Bloomington, IL)

(SECTION)

M. P. Bridge 126.28 E. S.       

(DOT# 290823R)  
OVERHEAD WIRELINE CROSSING

Bloomington McLean Illinois  
(NEAREST RR STATION) (COUNTY) (STATE)

FOR City of Bloomington  
(APPLICANT)

RR FILE NO. 2962-17 DATE 11/25/15

#### WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE : 1-800-336-9193

## EXHIBIT B

### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### **Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.**

A. The Wireline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Wireline shall be done to the satisfaction of the Licensor.

B. If the Wireline is an existing one not conforming in its construction to the above provisions of this Section 2, the Licensee shall, within ninety (90) days after the date hereof, reconstruct it so as to conform therewith.

C. The Wireline shall be designed, constructed, maintained and operated by the Licensee in such manner as not to be or constitute a hazard to aviation. With respect to the Wireline the Licensee, without expense to the Licensor, will comply with all requirements of law and of public authority, whether federal, state or local, including but not limited to aviation authorities.

D. In the operation of the Wireline, the Licensee shall not transmit electric current at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty (750) volts, and the Wireline is, or is to be, buried at any location on the

property of the Licensor outside track ballast sections or roadbed, the Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three (3) inches of concrete with a minimum of four (4) feet of ground cover the entire length of the Wireline on the property of the Licensor. A Wireline buried by removal of the soil shall have, at a depth of one (1) foot beneath the surface of the ground directly above the Wireline, a six (6) inch wide warning tape bearing the warning, "Danger-High Voltage", or equivalent wording. A Wireline encased in conduit, jacked or bored under the property of the Licensor, must be identified by placing warning signs, to be installed and properly maintained at the expense of the Licensee, at each edge of the Licensor's property. The Licensee shall not utilize the signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

F. The Licensee shall keep and maintain the soil over the Wireline thoroughly compacted and the grade even with the adjacent surface of the ground.

G. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

John Jerome  
Program Manager  
Phone: (816) 399-1760  
Email: jrjerome@up.com

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving

the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union

agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

**G.** Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

**H.** Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees and contractors and subcontractors are competent and adequately trained in all safety and health aspects of the job.

**I.** Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

**J.** If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

#### **Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Wireline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

#### **Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF WIRELINE.**

**A.** The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Wireline, or move all or any portion of the Wireline to such new location, or remove the Wireline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

**B.** All the terms, conditions and stipulations herein expressed with reference to the Wireline on property of the Licensor in the location hereinbefore described shall, so far as the Wireline remains on the property, apply to the Wireline as modified, changed or relocated within the contemplation of this section.

**Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.**

A. The Wireline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor (including without limitation, its tracks, pole lines, communication lines, radio equipment, wayside and/or cab based train signal systems, advanced train control systems, positive train separation systems, and grade crossing systems), and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. In the operation and maintenance of the Wireline the Licensee shall take all suitable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of the Licensor or of its tenants; and if, at any time, the operation or maintenance of the Wireline results in any electrostatic effects which the Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by the Licensor and/or its tenants, the Licensee shall, at the sole expense of the Licensee, immediately make such modifications or take such action as may be necessary to eliminate such interference. Licensee agrees to pay for any reasonable modifications, design changes, or increased costs that may be necessary now or in the future to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from the Wireline.

C. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

D. No additional vehicular crossings (including temporary Licensee haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.

E. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

F. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

**Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense

whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

**Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.**

**A.** The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

**B.** The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Wireline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Wireline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

**Section 9. RESTORATION OF LICENSOR'S PROPERTY.**

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore property to the same condition as the same were in before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of

whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any property of the Licensor.

**Section 10. INDEMNITY.**

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. **THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE WIRELINE OR ANY PART THEREOF;**
2. **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**
3. **THE PRESENCE, OPERATION, OR USE OF THE WIRELINE OR ELECTRICAL INTERFERENCE OR OTHER TYPES OF INTERFERENCE CREATED OR CAUSED BY THE WIRELINE OR ESCAPING FROM THE WIRELINE;**
4. **THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED BY LICENSEE;**
5. **ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR**
6. **LICENSEE'S BREACH OF THIS AGREEMENT,**

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY



WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

**Section 11. REMOVAL OF WIRELINE UPON TERMINATION OF AGREEMENT.**

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Wireline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Wireline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

**Section 12. WAIVER OF BREACH.**

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

**Section 13. TERMINATION.**

A. If the Licensee does not use the right herein granted or the Wireline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

**Section 14. AGREEMENT NOT TO BE ASSIGNED.**

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option

of the Licensor, shall terminate this Agreement.

**Section 15. SUCCESSORS AND ASSIGNS.**

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

**Section 16. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

## EXHIBIT C

### **Union Pacific Railroad Company Contract Insurance Requirements**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. **Railroad Protective Liability** insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall

refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

- E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

**Other Requirements**

- F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.
- G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.
- I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**  
**SAFETY STANDARDS**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agent of Licensee.

**I. Clothing**

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
  - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

100 feet of a locomotive or roadway/work equipment

15 feet of power operated tools  
150 feet of jet blowers or pile drivers  
150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### **III. On Track Safety**

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### **IV. Equipment**

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

Familiar and comply with Railroad's rules on lockout/tagout of equipment.

Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.

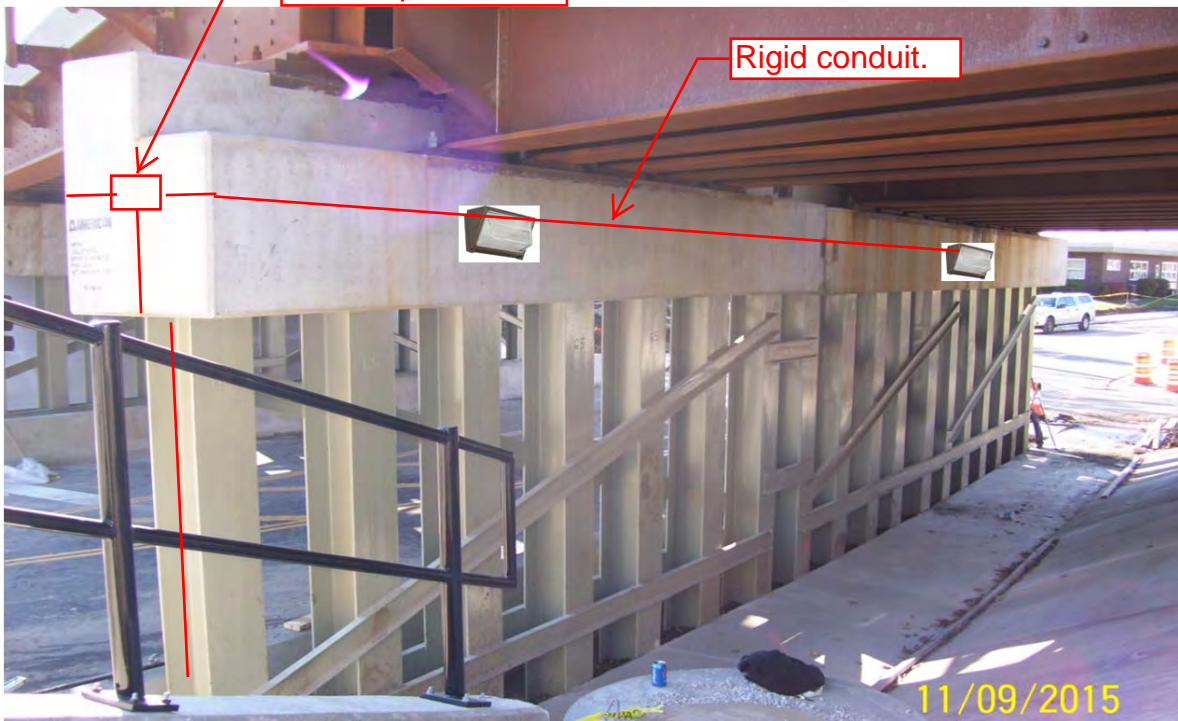
Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.

- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

## V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

	Mfr	Description	Part #	Lumens	Wattage	Cost - Ea	Quantity	Total	
250w Equivalent LED Wallpack	PHILIPS - STONCO	SLANTED WALLPACK - WP LED LARGE	WPLED32704KLVVP *4000K ONLY Factory Stocked in TX	6,358	68w	\$393.33	4	\$1,573.32	<a href="http://www.stonco.com/uploads/library/Spec/WP_LED.pdf">http://www.stonco.com/uploads/library/Spec/WP_LED.pdf</a> <a href="http://www.usa.lighting.philips.com/lightcommunity/trends/led-wall-pack-wpd">http://www.usa.lighting.philips.com/lightcommunity/trends/led-wall-pack-wpd</a>
100-150w HID Equivalent LED Wall Sconce	PHILIPS	WALL SCONCE - LYTEPRO LED SMALL	LPW16-78B2 *4000K ONLY Factory Stocked in TX	3,374	40w	\$240.00	6	\$1,440.00	<a href="http://www.lightingproducts.philips.com/Documents/web/b2/stonco%20USA/pdf/Pst-1409BN_LytePro">http://www.lightingproducts.philips.com/Documents/web/b2/stonco%20USA/pdf/Pst-1409BN_LytePro</a>







Electrical junction box from source at base of pile.



Rigid conduit.

Typical installation to be installed on both piers.

 **CITY OF**  
*Bloomington* ILLINOIS  
**CONSENT AGENDA ITEM NO. 7D**

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of approving a contract with Blue Cross Blue Shield for the 2016 Stop Loss Insurance for Employee PPO Health Plan.

**RECOMMENDATION/MOTION:** Recommend that the contract with Blue Cross Blue Shield for 2016 individual stop loss coverage on the City’s employee PPO health plan be accepted and authorize the Mayor and the City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services.

**BACKGROUND:**

In September, the City received from Blue Cross a quote of \$319,255 for its 2016 stop loss insurance coverage based on anticipated 437 enrollees. This quote was for individual coverage on medical costs only with a deductible of \$155,000. The coverage would reimburse the City when an individual’s medical claim payments exceed \$155,000 during the calendar year. Blue Cross will not quote stop loss coverage for the City’s pharmacy claims because the prescription drug coverage is managed by another entity.

City staff has been working with another insurance agency in an attempt to obtain better pricing for the stop loss insurance coverage which had the potential of including pharmacy coverage. Although we were able to secure a quote that was seven percent (7%) less than the Blue Cross quote for the same \$155,000 deductible based on 437 enrollees, a legal analysis of the contract language lead to questions of favorability for the City. Staff is recommending that the City accept the Blue Cross proposal.

**City of Bloomington 2016 Stop Loss Renewal Summary**  
**Annual Costs Estimate Based on 437 Members**

	<u>2015</u>	<u>2016</u>	<u>Increase</u>
Indiv. Stop Loss \$155,000 PEPM - Blue Cross	\$54.92	\$60.88	10.9%
Annual Cost Estimates	\$288,000	\$319,255	

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:**

Based on the estimates, the stop loss cost for CY 2016 may increase \$31,255. The impact to FY 2016 is estimated at \$10,418 and FY 2017 for 8 months is estimated at \$20,837. Finance will review the FY 2016 projection and FY 2017 proposed budget and adjust if necessary.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, Compensation Benefits Manager

Reviewed by: Nicole Albertson, Human Resources Director

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Contract

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Motion: Recommend that the contract with Blue Cross Blue Shield for 2016 individual stop loss coverage on the City’s employee PPO health plan be accepted and authorize the Mayor and the City Clerk to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

**EXHIBIT TO THE  
STOP LOSS COVERAGE POLICY**

**(ASO Accounts Only)**

**Employer Group Name:** City of Bloomington  
**Employer Group Address:** 109 East Olive  
**City:** Bloomington      **State of Situs:** IL      **Zip Code:** 61701  
**Account Number:** 993034  
**Employer Group Number(s):** P93042  
**Effective Date of Policy** 1-1-2016  
**Policy Period:** These specifications are for the Policy Period commencing on 1-1-2016 and ending on 12-31-2016

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

**A. Aggregate Stop Loss Insurance:**       Yes       No  
If yes, complete items 1. through 9. below.

1.     New Coverage       Renewal of Existing Coverage

2.    Stop Loss Coverage Period:

New Coverage (Select one from below):

Standard:      Claims incurred and paid during the Policy Period.

Standard with "Run-in" included:      Claims incurred on or after \_\_\_\_\_ and paid during the Policy Period.

"Run-in" includes claims paid by Policyholder's prior claim administrator: Yes       No

If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within 12 months of the Effective Date of Policy and paid by the Policyholder's prior claim administrator within 6 months after the Effective Date of Policy.

Renewal of Existing Coverage:

Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

3.    Aggregate Stop Loss Insurance shall apply to:

Medical Claims       Vision Claims

Outpatient Prescription Drug Claims       Dental Claims

For Hospital Employer Groups only: *Excludes* \_\_\_\_\_% of Home Hospital Medical claims

Other (please specify): \_\_\_\_\_

4. Average Claim Value: \_\_\_\_\_ (per employee per month)

Includes Claim Administrator's Provider Access Fee

Excludes Claim Administrator's Provider Access Fee

Attachment Factor: \_\_\_\_\_% of the Average Claim Value

5. Aggregate Attachment Claim Liability:

Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Individual and Family Coverage Units for each Month by the following factor:

\$\_\_\_\_\_ for each Coverage Unit

6. Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims:  Yes  No

Run-Off Attachment Claim Liability Factors:

Employer's Run-Off Claim Liability shall be an amount equal to 15% of the annualized Employer Claim Liability based on the participation of the two calendar months immediately preceding termination. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

7. Aggregate Stop Loss Coverage:

a. The amount of Paid Claims during the current Policy Period, less Individual (Specific) Stop Loss Claims, if any, that exceed the Point of Attachment. The Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in Item 5. above for the indicated Policy Period. However, for the indicated Policy Period the minimum Point of Attachment shall be \$\_\_\_\_\_.

b. The following applies if the answer to item 6. above is "Yes-" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of a Policy Period, Aggregate Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Final Settlement Point of Attachment. Final Settlement Paid Claims shall equal the sum of the Paid Claims during the Final Policy Period and the Paid Claims during the Run-Off Period, less Individual (Specific) Stop Loss Claims, if any. The Final Settlement Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in items 5. and 6. above. However, for the Final Settlement Period the minimum Point of Attachment shall be the minimum Point of Attachment in item 7.a. above increased by 15%.

8. Premium (Select one):

Annual Premium (Due on the first day of the Policy Period): \$\_\_\_\_\_.

The following applies if the answer to item 6. above is "Yes-:" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of a Policy Period, an additional premium amount equal to 15% of the Annual Premium will be due within 10 calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$\_\_\_\_\_ for each Coverage Unit

The following applies if the answer to item 6. above is "Yes-:" (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of a Policy Period, an additional premium amount equal to 15% of the annualized Premium based on the participation of the two months immediately preceding termination will be due within 10 calendar days of receipt of the billing.

9. The premium is based upon a current membership of \_\_\_\_\_ Individual Coverage Units and \_\_\_\_\_ Family Coverage Units.

**B. Individual (Specific) Stop Loss Insurance:**  Yes  No

If yes, complete items 1. through 6. below.

1.  New Coverage  Renewal of Existing Coverage

2. Stop Loss Coverage Period:

New Coverage (Select one from below):

Standard: Claims incurred and paid during the Policy Period.

Standard with "Run-in" included: Claims incurred on or after \_\_\_\_\_ and paid during the Policy Period.

"Run-in" includes claims paid by Policyholder's prior claim administrator: Yes  No

If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within 12 months of the Effective Date of Policy and paid by the Policyholder's prior claim administrator within 6 months after the Effective Date of Policy.

Renewal of Existing Coverage:

Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

3. Individual (Specific) Stop Loss Insurance shall apply to:

Medical Claims  Vision Claims

Outpatient Prescription Drug Claims  Dental Claims

For Hospital Employer Groups only: *Excludes* \_\_\_\_\_% of Home Hospital Medical claims

Other (please specify): \_\_\_\_\_

4. Individual (Specific) Stop Loss Coverage

a. Individual Stop Loss Coverage equals the amount of Paid Claims for a Covered Person during the current Policy Period in excess of the Point of Attachment of \$155,000 per Covered Person. Such amount shall apply for the Policy Period.

Point of Attachment  Includes Claim Administrator's Provider Access Fee

Excludes Claim Administrator's Provider Access Fee

b. Employer's Claim Liability equals the sum of Paid Claims for a Covered Person during the Policy Period up to the Point of Attachment specified in 4.a. above.

5. Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims:  Yes  No

The following applies if the answer to item 5. above is "Yes" (Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims):

a. In the event of termination at the end of the Policy Period, Individual Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Point of Attachment specified in 4.a. above. Final Settlement Paid Claims shall equal the sum of Paid Claims for a Covered Person during the Final Policy Period and the Run-Off Period.

b. In the event of termination at the end of the Policy Period, Employer's Final Settlement Claim Liability equals the sum of Paid Claims for a Covered Person during the Final Policy Period and Run-Off Period up to the Point of Attachment specified in Item 4.a. above.

Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

6. Premium (select one):

Annual Premium (Due on the first day of the Policy Period): \$\_\_\_\_\_.

The following applies if the answer to item B.5. is "Yes" (Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of a Policy Period, an additional premium amount equal to 20% of the Annual Premium will due within 10 calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$60.88 for each Coverage Unit

The following applies if the answer to item B.5. above is "Yes" (Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of a Policy Period, an additional premium amount equal to 20% of the annualized Premium based on the participation of the two months immediately preceding termination will be due within 10 calendar days of receipt of the billing.

7. The premium is based upon a current membership of 211 Individual Coverage Units and 224 Family Coverage Units.

**Additional Provisions:**

\_\_\_\_\_

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Exhibit and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder."

\_\_\_\_\_  
Sherri Phillips  
Sales Representative

\_\_\_\_\_  
Signature of Authorized Purchaser

\_\_\_\_\_  
Brittany Da Silva  
Name of Underwriter

\_\_\_\_\_  
Title of Authorized Purchaser

\_\_\_\_\_  
Date

INTERNAL USE ONLY	Date Application approved by Underwriting: Name of Underwriter:
-------------------	--

 **CITY OF**  
*Bloomington* **ILLINOIS**  
**CONSENT AGENDA ITEM NO. 7E**

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of approving an Ordinance approving a Petition from CD PRYZ, LLC, for an Expedited Final Plat for CAMtek Subdivision, located east of Eastport Drive and North of Empire Street and a Subdivision Construction Agreement.

**RECOMMENDATION/MOTION:** That the Ordinance be approved for the Expedited Final Plat, subject to the Petitioner posting the required bond prior to recording of the final plat and contingent upon the execution of and the Subdivision Construction Agreement by all of the parties, in the form attached hereto or similar form approved by the City Manager, and that the City Manager and Clerk be authorized to execute a Subdivision Construction Agreement as deemed in the best interests of the City.

**STRATEGIC PLAN LINK:** Goal 3    Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:** a. Retention and growth of current local businesses

**BACKGROUND:** This final plat consists of two lots located east of Eastport Drive and North of Empire Street. The zoning in this area is B-1 Highway Business District. The subject final plat creates two lots from lot 1 in Empire East Development. This final plat qualifies for submission under the Expedited Final Plat submission process.

The property currently contains a private utility line, which the property owners have agreed to move. Typically, the City would not allow approval or recording of a final plat until any private utility lines are removed. In this case, due to time restrictions, the parties are providing a separate agreement to require removal of the utility line within 6 months or the further sale or transfer of the newly created Tract B. If the parties fail to comply with the agreement, the City can sue to enforce and require the removal and recover attorney's fees. The agreement also creates a lien on the property in the amount of \$57,560.80. Upon execution of this Subdivision Construction Agreement by all of the parties, City staff is comfortable with allowing the Final Plat to be recorded.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** CD PRYZ, LLC.

**FINANCIAL IMPACT:** None. All survey and plat costs were paid by CD PRYZ, LLC.

Respectfully submitted for Council consideration.

Prepared by:

Anthony J. Meizelis P.E., Civil Engineer I



Reviewed by: Jim Karch, PE CFM, Public Works Director

Reviewed by: Austin Grammer, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Petition
- Ordinance
- Exhibit A: Legal Description
- School District Certificate
- County Clerk’s Certificate
- Owner’s Certificate
- Drainage Statement
- Final Plat Checklist
- Council Map and Final Plat
- Tap on memo
- Subdivision Construction Agreement

---

Motion: That the Ordinance be approved for the Expedited Final Plat, subject to the Petitioner posting the required bond prior to recording of the final plat and contingent upon the execution of and the Subdivision Construction Agreement by all of the parties, in the form attached hereto or similar form approved by the City Manager, and that the City Manager and Clerk be authorized to execute a Subdivision Construction Agreement as deemed in the best interests of the City.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			

Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

**ORDINANCE NO. 2015 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FINAL PLAT OF NATURES TRAIL  
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 Nature's Trail 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: none; 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 Nature's Trail 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 14<sup>TH</sup> day of December, 2015.

PASSED THIS 14<sup>th</sup> DAY OF DECEMBER 2015.

APPROVED THIS \_\_\_ DAY OF DECEMBER 2015.

**CITY OF BLOOMINGTON**

**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffery R. Jurgens, Corporate Counsel

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 come CD PRYZ, LLC, 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, is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as CAMtek Subdivision .
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: None

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

Respectfully submitted,

By: CD PRYZ, LLC

Christine Davis  
Manager

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

AN ORDINANCE APPROVING THE FINAL PLAT OF  
CAMtek 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 CAMtek Subdivision, legally described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code-1960, as amended 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 CAMtek Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED;

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A

Lot 1 in Empire East Development, being a part of the East Half of the Southwest Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 13, 1985 as Document No. 85-14445, in McLean County, Illinois, containing 19.95 acres, more or less.

SCHOOL DISTRICT CERTIFICATE

This is to certify that I CD PRYZ, LLC as Owner of the property herein described in the Surveyor's Certificate, which will be known as CAMtek Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

Dated this 16<sup>th</sup> day of November, 2015.

Christine J Davis  
Owner



Patti A. Gregory

COUNTY CLERK'S CERTIFICATE

State of Illinois )  
                                  )ss.  
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 4 day of November, 2015, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

14-36-376-001

Kathy Michael  
County Clerk, McLean County, Illinois



OWNER'S CERTIFICATE

State of Illinois )  
 )ss.  
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of CAMtek Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "CAMtek Subdivision" in the City of Bloomington, McLean County, Illinois as laid off in lots and easements by Brent Bazan Illinois Professional Land Surveyor Number 3715; and I, the undersigned, hereby dedicate and set apart to the City of Bloomington said easements for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 16<sup>th</sup> day of NOVEMBER, 2015.

Printed Name: CHRISTINE DAVIS  
Signature: Christine Davis

State of Illinois )  
 )ss.  
County of McLean)

I, Patti A Gregory, a Notary Public in and for the county and State aforesaid, do hereby certify that Christine Davis personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 16<sup>th</sup> day of NOVEMBER, 2015.

Patti A Gregory  
Notary Public

My commission expires 4.27.2019.



DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and CD PRYZ, LLC being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "CAMtek Subdivision" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Jeffrey M. Gastel  
Registered Professional Engineer No. 51694

OWNER:

BY: Christine D. [Signature]



## CAMtek Subdivision FINAL PLAT CHECKLIST

Date Prepared: 11/23/2015

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	

# CAMtek Subdivision



Public Works Department

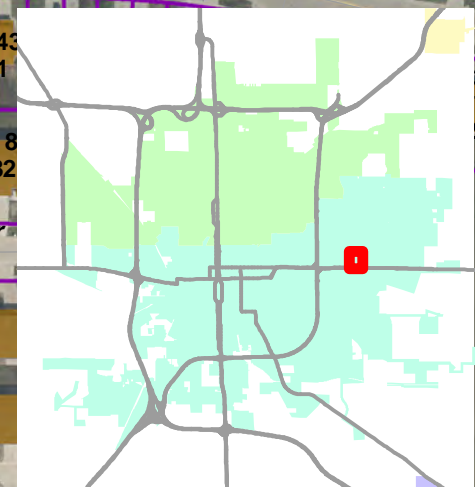
DATE 11/23/2015

*Arrowhead Dr*

2756 2758 2762 2766

**Legend**

- Existing Streets
- Planned Streets
- Buildings
- Parcels

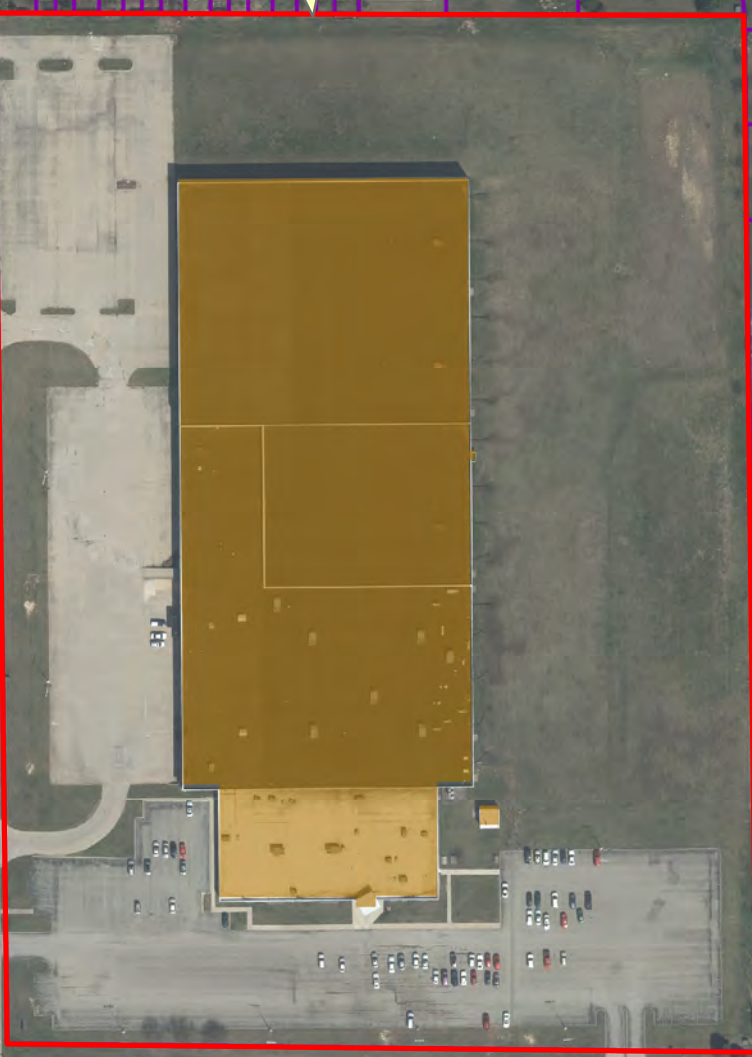


2707 2715 2721 2727 2737  
2711 2713 2719 2723 2729 2731 2735 2743  
2709 2717 2725 2733 2739 2741

1227 1225  
1225 60 70 8082

1225 1222 1221 1218 1216 1214 1212 1210 1209 1207 1205 1203  
1221 1220 1218 1216 1214 1212 1210 1209 1207 1205 1203

CAMtek Subdivision



50 48 46 44 42 40  
45 43 41 39 37 35  
75 75 85  
33 31

8 8 8 8 6 6 4 4 4 4  
1 3 5 7  
2 3 5 7

*Slayton Dr*

*Audie Murphy Dr*

*Westport Ct*

*Empire St*

*Empire St*

2701 2703 2705

12 1202

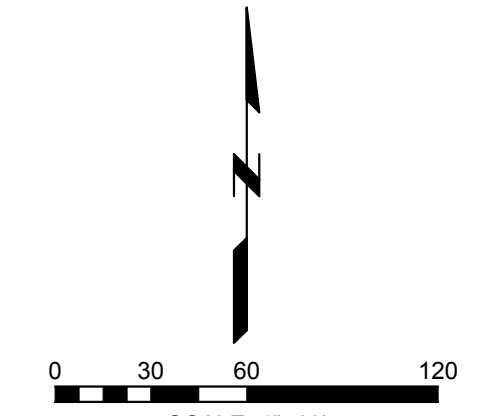
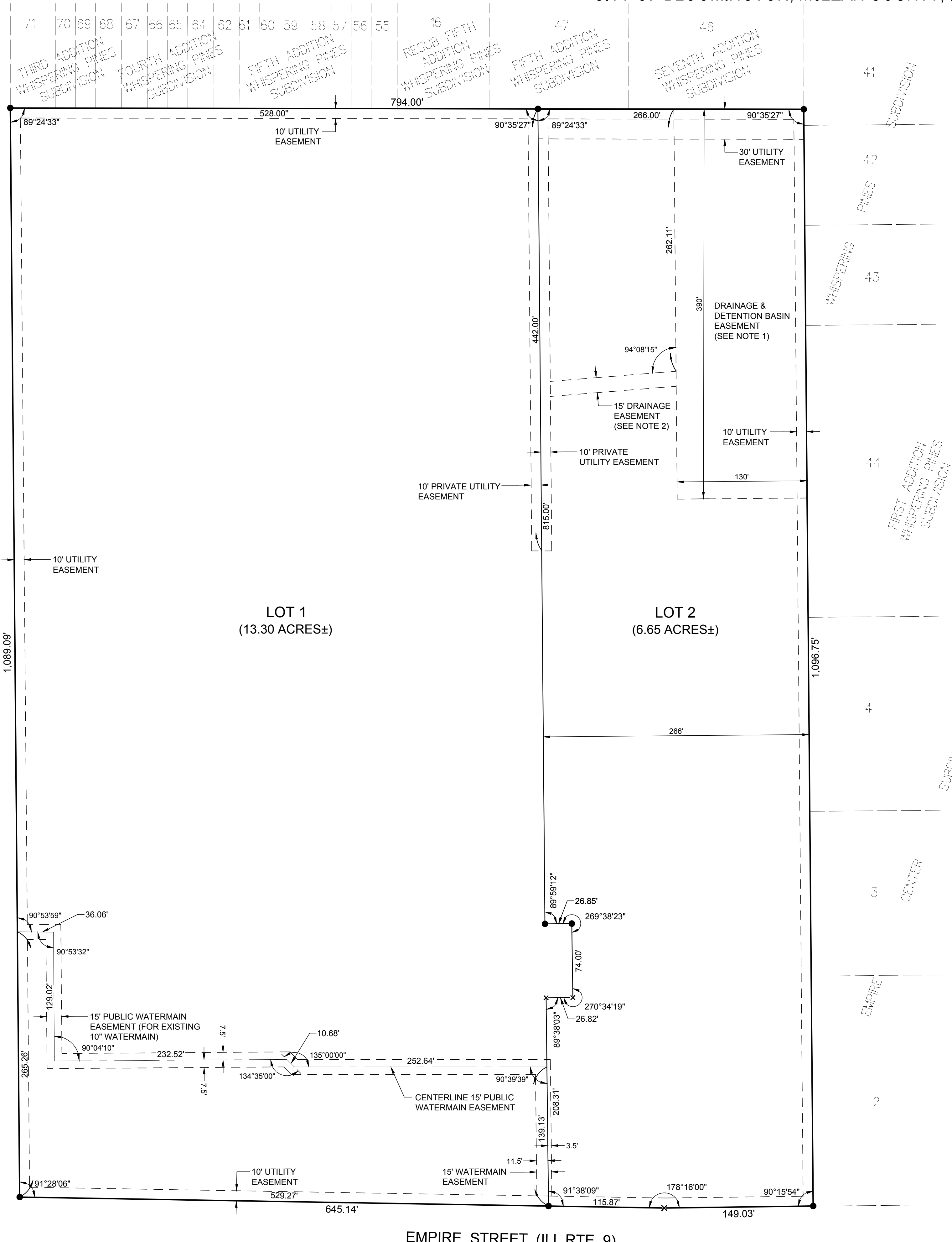
13 1102

2404

2406

# CAMtek SUBDIVISION

PART OF SW 1/4 SECTION 36, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



### LEGEND

- IRON ROD
- x CUT CROSS IN CONCRETE
- - - - - EASEMENT LIMITS LINE
- + P.K. NAIL

### Surveyor's Declaration

The following described property has been surveyed and platted under my direction:

Lot 1 in Empire East Development, being a part of the East Half of the Southwest Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 13, 1985 as Document No. 85-14445, in McLean County, Illinois, containing 19.95 acres, more or less.

This property has been subdivided into 2 lots numbered 1 and 2 and the easements as shown. This subdivision is to be known as "CAMtek Subdivision" in the City of Bloomington, McLean County, Illinois.

This subdivision lies within Zone X (Areas determined to be outside the 0.2% annual chance floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Maps for McLean County, Illinois, Map No. 17113C0502E, Community No. 170490, revised July 16, 2008 and Map No. 17113C0510E, Community No. 170490, revised July 16, 2008.

Witness my hand and seal this 1st day of December, 2015.



FARNSWORTH GROUP, INC.  
2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704

By: Brent A. Bazan  
Professional Land Surveyor No. 3715

DATE: \_\_\_\_\_  
EXP. DATE: 11-30-2016  
DESIGN FIRM REGISTRATION NO. 184-001856

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

### NOTES:

- The Drainage and Detention Basin Easement located on Lot 2 is for the exclusive benefit of Lots 1 and 2 of this subdivision.
- The 15 foot wide Drainage Easement located on Lot 2 is an exclusive easement for the benefit of Lot 1.
- The private utility easements shown hereon are to be used for private sewers for the benefit of Lots 1 and 2 exclusively.

P.I.N. 14-36-376-001

Owner:  
CD PRYZ, LLC  
P.O. Box 5020  
Bloomington, IL 61702

Attorney:  
John Redlingshafer  
Heyl, Royster, Voelker & Allen  
300 Hamilton Boulevard  
P.O. Box 6199  
Peoria, IL 61601-6199  
(309) 676-0400

Developer:  
Agracell, Inc  
Mark Keller  
2201 North Willenborg Drive, Suite 2  
Evingham, IL 62401  
(217) 342-4443

### CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF McLEAN )

I, \_\_\_\_\_, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "CAMtek Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the \_\_\_\_\_ Day of \_\_\_\_\_, 2015, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

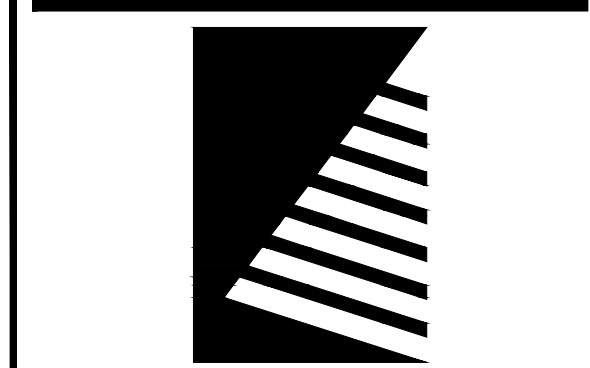
### CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF McLEAN )

I, \_\_\_\_\_, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Engineer  
Bloomington, Illinois



**Farnsworth GROUP**

2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:	#	Date:	Description:
	1	12/01/15	ADDED EASEMENTS

PROJECT:  
CAMtek SUBDIVISION

BLOOMINGTON, ILLINOIS

Date: 11-16-15

Design/Drawn: DJM

Reviewed: -

Book No.: 3188/01 Field: 11-4-15

Project No.: 0150851.00

SHEET TITLE:  
FINAL PLAT

SHEET NUMBER:  
1

File No.: 24-9122

I:\dmuntz\15\McLEAN\BLOOMINGTON\PLAT\0150851.00 - Camtek Rehabilitation Final.dwg | 11/20/2015 11:13 PM |

S.W. 1/4 SEC. 36, T.24N., R.2E. 3P.M.



**Public Works Department**  
*ENGINEERING DIVISION*  
115 E. Washington St., PO BOX 3157  
Bloomington, IL 61702-3157  
Phone: 309-434-2225  
Fax: 309-434-2201

## **MEMORANDUM**

November 30, 2015

TO: Cherry Lawson, City Clerk  
FROM: Anthony Meizelis, Civil Engineer I  
RE: CAMtek Subdivision  
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **CAMtek Subdivision** approved by City Council on December 14, 2015.

### **A. Performance Guarantee:**

The proposed two lot subdivision includes construction of a proposed public sanitary sewer. Both proposed lots currently have access to an existing public sanitary sewer; as such the proposed public sanitary sewer is not necessary to provide service to either lot. Therefore, no performance guarantee is required for public improvements.

### **B: Tap-On Fees:**

No tap-on fees are due.

### **C: Substandard Adjacent Roadway Improvement Payment:**

No substandard roadway improvement fees are due.

cc: Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
Patti-Lynn Silva, Finance Dept.  
Jeff Jurgens, Legal Dept.  
File

## SUBDIVISION CONSTRUCTION AGREEMENT

This **SUBDIVISION CONSTRUCTION AGREEMENT** (this "Agreement") is made as of December 18, 2015 (the "Effective Date"), by and among **C.D. PRYZ, LLC**, an Illinois limited liability company ("Transferor"), **CDPRYZ, LLC**, an Illinois limited liability company ("Transferee"), and **THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**, a municipal corporation (the "City").

### RECITALS

**WHEREAS**, Transferor seeks to subdivide certain real property located in the City of Bloomington, McLean County, Illinois, into two (2) tracts of land, legally described in **EXHIBIT A** attached hereto ("Tract A" and "Tract B" respectively), and to subsequently transfer "Tract B" to Transferee;

**WHEREAS**, Transferor has filed with the City Council of the City a petition for acceptance of said subdivision (the "Petition"), per Plat of Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, dated November 16, 2015 and revised December 2, 2015 (the "Plat"), and which Plat will be finalized upon the execution of this Agreement and subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, as consideration for the City's approval of the Petition, Transferor and/or Transferee have agreed to make certain improvements with respect to the relocation of the waterline on Tract B, as set forth in **EXHIBIT B** attached hereto (the "Improvements").

**NOW, THEREFORE**, for and in consideration of the foregoing and of the mutual covenants, warranties and agreements contained herein, the parties hereby agree as follows:

1. **Improvements.** Transferor and Transferee agree, at their sole cost and expense, to make the Improvements, in substantial compliance with the plans set forth in **EXHIBIT B**, upon or prior to the earlier of: (i) six (6) months from the Effective Date; or (ii) the further sale or transfer of Tract B by Transferee.

2. **Remedies; Attorneys' Fees.** Transferor and Transferee acknowledge that monetary damages may not be adequate to protect the City from breach of this Agreement by Transferor and/or Transferee and accordingly acknowledge the City may be entitled, in addition to any other remedies it may have, to injunctive relief to enforce its rights hereunder, including, but not limited to, an injunction to require the performance of the Improvements set forth in Section 1 above by Transferor and/or Transferee, as the case may be. In the event City prevails in an action commenced hereunder due to the default of Transferor and/or Transferee, the City shall be entitled to recover court costs and its reasonable attorneys' fees in addition to any other remedies it may have. To secure the performance of Transferor and/or Transferee hereunder, Transferor and Transferee hereby grant to the City the right to record a lien on Tract B in an amount up to and including FIFTY SEVEN THOUSAND FIVE HUNDRED SIXTY and 80/100 Dollars (\$57,560.80) (i.e., ONE HUNDRED AND TEN PERCENT (110%) of the costs set forth in **EXHIBIT B**).

3. **Notices.** Any notice, request, instruction or other document to be given hereunder by a party shall be in writing and shall be deemed to have been given (i) when received if given in person or by courier or a courier service, (ii) on the date of transmission if sent by telex, facsimile, electronic mail or other wire transmission (receipt confirmed), or (iii) five business days after being deposited in the mail, certified or registered, postage prepaid:

If to City:

City of Bloomington  
109 E. Olive St.  
P.O. Box 3157  
Bloomington, Illinois 61701  
Fax: (309) 434-2316  
E-Mail: [legal@cityblm.org](mailto:legal@cityblm.org)  
Attn: Corporation Counsel

With a copy to:

City of Bloomington Legal Department  
109 E. Olive St.  
P.O. Box 3157  
Bloomington, IL 61701  
Fax: (309) 434-2316  
E-Mail: [jjurgens@cityblm.org](mailto:jjurgens@cityblm.org)  
Attn: Jeffrey R. Jurgens, Corporation Counsel

If to Transferor:

C.D. Pryz, LLC  
2404 Empire Street  
Bloomington, IL 61704  
Fax: (309) 661-1809  
E-Mail: [cdavis@camtek-mfg.com](mailto:cdavis@camtek-mfg.com)  
Attn: Christine Davis

With a copy to:

Heyl, Royster, Voelker & Allen  
P.O. Box 6199  
Peoria, IL 61601-6199  
Fax: (309) 676-3374  
E-Mail: [grastatter@heybroyster.com](mailto:grastatter@heybroyster.com)  
Attn: Greg Rastatter

If to Transferee:

CDPRYZII, LLC  
2404 Empire Street  
Bloomington, IL 61704  
Fax: (309) 661-1809  
E-Mail: [cdavis@camtek-mfg.com](mailto:cdavis@camtek-mfg.com)  
Attn: Christine Davis

With a copy to:

Heyl, Royster, Voelker & Allen  
P.O. Box 6199  
Peoria, IL 61601-6199  
Fax: (309) 676-3374  
E-Mail: [grastatter@heybroyster.com](mailto:grastatter@heybroyster.com)  
Attn: Greg Rastatter

4. General Provisions. This Agreement may be signed in one or more counterparts, each to be effective as an original. Any signed document transmitted by email or facsimile shall be treated in all manners as an original document. This Agreement shall not be binding on any party unless signed by all parties hereto. In the event that any one or more of the provision of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles and shall be deemed made in Illinois. This Agreement is the product of negotiation and preparation by and among the parties hereto and their respective attorneys. The parties therefore expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly. The advice of legal counsel has been obtained by each of the parties hereto prior to entering into this Agreement. This Agreement constitutes the entire Agreement between the parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations or agreements among the parties except as set forth herein. No amendment, supplement, modification, waiver, or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the party against whom any of the foregoing is sought to be enforced. No waiver of any provision of this Agreement shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a



continuing waiver unless otherwise expressly provided hereunder or in writing signed by the party against whom any such waiver is sought to be enforced.

*[Signature Page(s) to Follow]*

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed as of the date first written above by its duly authorized representatives.

**C.D. PRYZ, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CDPRYZII, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Tract A

Lot 1 in Empire East Development in the East 1/2 of the Southwest 1/4 of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, according to the Plat thereof recorded November 13, 1985, as Document No. 85-14445 in the McLean County Recorder of Deeds Office, EXCEPT the following described tract of land to wit:

A part of Lot 1 in Empire East Development in the East 1/2 of the Southwest 1/4 of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, according to the Plat thereof recorded November 13, 1985, as Document No. 85-14445 in the McLean County Recorder of Deeds Office, more particularly described as follows: Beginning at the Northeast corner of Lot 1; thence South 1096.75 feet to the Southeast corner of said Lot 1 on the North right of way line of Empire Street S.B.I. Route 9; thence West 149.03 feet on the South line of said Lot 1 which forms an angle to the left of 90 degrees 15 minutes 54 seconds with the last described course; thence Northwesterly 115.87 feet on the South line of said Lot 1 which forms an angle to the left of 178 degrees 16 minutes 00 seconds with the last described course; thence North 208.31 feet on a line which forms an angle to the left of 91 degrees 38 minutes 09 seconds with the last described course; thence East 26.82 feet on a line which forms an angle to the left of 89 degrees 38 minutes 03 seconds with the last described course; thence North 74.00 feet on a line which forms an angle to the left of 270 degrees 34 minutes 19 seconds with the last described course; thence West 26.85 feet on a line which forms an angle to the left of 269 degrees 38 minutes 23 seconds with the last described course to a point that lies 266 feet West of the East line of said Lot 1; thence North 815.00 feet on a line parallel with the East line of said Lot 1 which forms an angle to the left of 89 degrees 59 minutes 12 seconds with the last described course to the North line of said Lot 1; thence East 266.00 feet on the North line of said Lot 1 which forms an angle to the left of 89 degrees 24 minutes 33 seconds with the last described course to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.

Tract B

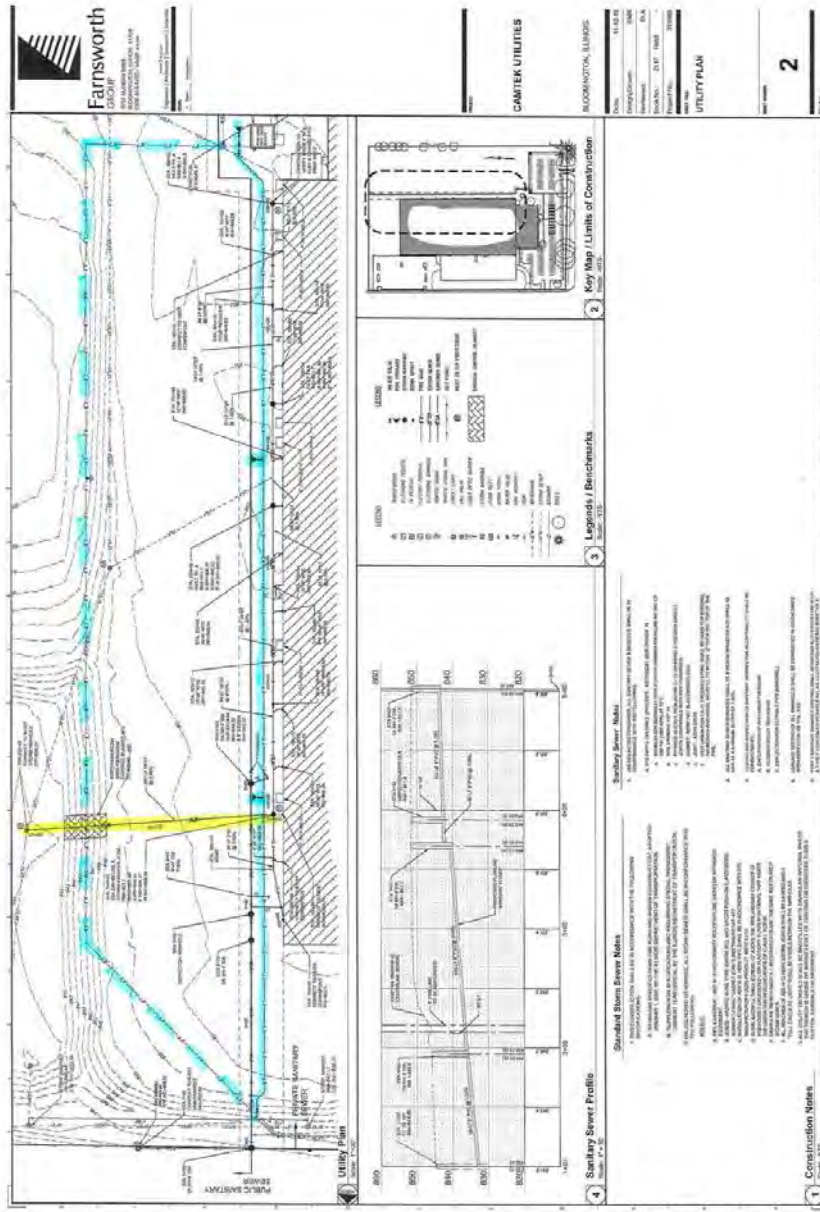
A part of Lot 1 in Empire East Development in the East 1/2 of the Southwest 1/4 of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, according to the Plat thereof recorded November 13, 1985, as Document No. 85-14445 in the McLean County Recorder of Deeds Office, more particularly described as follows: Beginning at the Northeast corner of Lot 1; thence South 1096.75 feet to the Southeast corner of said Lot 1 on the North right of way line of Empire Street S.B.I. Route 9; thence West 149.03 feet on the South line of said Lot 1 which forms an angle to the left of 90 degrees 15 minutes 54 seconds with the last described course; thence Northwesterly 115.87 feet on the South line of said Lot 1 which forms an angle to the left of 178 degrees 16 minutes 00 seconds with the last described course; thence North 208.31 feet on a line which forms an angle to the left of 91 degrees 38 minutes 09 seconds with the last described course; thence East 26.82 feet on a line which forms an angle to the left of 89 degrees 38 minutes 03 seconds with the last described course; thence North 74.00 feet on a line which forms an angle to the left of 270 degrees 34 minutes 19 seconds with the last described course; thence West 26.85 feet on a line which forms an angle to the left of 269 degrees 38 minutes 23 seconds with the last described course to a point that lies 266 feet West of the East line of said Lot 1; thence North 815.00 feet on a line parallel with the East line of said Lot 1 which forms an angle to the left of 89 degrees 59 minutes 12 seconds with the last described course to the North

line of said Lot 1; thence East 266.00 feet on the North line of said Lot 1 which forms an angle to the left of 89 degrees 24 minutes 33 seconds with the last described course to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.

**EXHIBIT B**  
**RELOCATION OF WATERLINE**

97	LF	8" Restrained Joint Fire Main		\$48.00	\$4,656.00
734	LF	8" Fire Main		\$38.00	\$27,892.00
26	LF	6" Fire Main		\$30.00	\$780.00
2	EA	8" Gate Valve & Box		\$1,300.00	\$2,600.00
3	EA	6" Gate Valve & Box		\$800.00	\$2,400.00
3	EA	Fire Hydrant		\$3,000.00	\$9,000.00
2	EA	Remove Existing Fire Hydrant		\$1,000.00	\$2,000.00
2	EA	Connect to Existing Fire Main		\$1,500.00	\$3,000.00
				<b>SUB TOTAL =</b>	<b>\$52,328.00</b>

EXHIBIT B (CON'T)





## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of adoption of an ordinance for Case SP-04-15 Petition requesting approval of a Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue.

**RECOMMENDATION/MOTION:** That an Ordinance be adopted for Case SP-04-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** The amended preliminary plan is linked to Goal 4, Strong Neighborhoods and Objective B, Upgraded quality of older housing stock.

**STRATEGIC PLAN SIGNIFICANCE:** The Special Use Permit for a Two-Family Dwelling provides choices in housing.

### **BACKGROUND:**

The subject site is commonly known as 1314 Fell Avenue and is located at the northwest corner of its intersection with Phoenix Avenue. The site is improved with a residential dwelling and garage. A two-family dwelling in the R-1C district requires a special use but the district contemplates these uses and duplexes are found elsewhere in the district.

The property and structure are significantly larger than neighboring single-family homes. This property has previously been used as a sorority house and rooming house (both legally nonconforming uses). The petitioner is not proposing exterior alterations to the structure but wishes to create two dwelling units. Both units are two-story, one with three bedrooms and one with four bedrooms. The plans received label each of the second floor bedrooms as "Apt BR[#]" however these are proposed to serve a single unit and shall not be rented separately.

The property consists of three lots, which could be turned into three single-family houses or perhaps even three duplexes, all with greater impacts on the neighborhood. A single duplex, as proposed, is the least impactful of those options.

### **ZONING BOARD OF APPEALS**

This case was before the Zoning Board of Appeals for a public hearing and review on November 18, 2015. One citizen, outside of the applicant, spoke in favor; no one spoke in opposition of the petition. The Board recommended approval by unanimous vote and includes a limit of eight (8) parking spaces for the entire parcel with the rest of the existing parking spaces turned into green space. This recommendation is consistent with staff's position.

### **COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 103 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** The property has formerly been used as a sorority house and rooming house, but has remained vacant for more than 15 years. The financial impact is limited to the amount collected for property taxes.

Respectfully submitted for Council consideration.

Prepared by: Courtney Kashima, MUSE Community Design  
 Reviewed by: Tom Dabareiner, Community Development Director  
 Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
 Carla A. Murillo, Budget Manager  
 Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
 City Manager

**Attachments:**

- Zoning Board of Appeals Report for 11-18-15
- Zoning Board of Appeals Minutes for 11-18-15
- Ordinance for Special Use Permit
- Site Plan
- Map where Neighboring Property Owners Notified

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Motion: That an Ordinance be adopted for Case SP-04-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Painter							
				Mayor Renner			



**CITY OF BLOOMINGTON  
REPORT FOR THE BOARD OF ZONING APPEALS  
NOVEMBER 18, 2015**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
SP-04-15 1314 Fell Avenue	Special Use to allow a two-family dwelling	Courtney Kashima, AICP

**REQUEST**

The petitioner is seeking a special use to allow a two-family dwelling in the R-1C district.

**NOTICE**

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

**GENERAL INFORMATION**

Owner and Applicant: Fred Wollrab and Carol Shepard

**PROPERTY INFORMATION**

Existing Zoning: R-1C, High Density Single-Family Residence District  
 Existing Land Use: Residential dwelling  
 Property Size: Approximately 22,216 square feet  
 PIN: 14-33-451-027

**Surrounding Zoning and Land Uses**

Zoning

North: R-1C, Single-Family Residence  
 South: R-1C, Single-Family Residence  
 East: R-1B, Single-Family Residence  
 West: R-1C, Single-Family Residence

Land Uses

North: Single-Family Residences  
 South: Single and Multi-Family Residences  
 East: Single-Family Residences  
 West: Single-Family Residences

**Analysis**

Submittals

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

1. Application for a Special Use
2. Aerial photographs
3. Site visit

## **PROJECT DESCRIPTION**

The subject site is commonly known as 1314 Fell Avenue and is located at the northwest corner of its intersection with Phoenix Avenue. The site is improved with a residential dwelling and garage. A two-family dwelling in the R-1C district requires a special use but the district contemplates these uses and duplexes are found elsewhere in the district.

### **Analysis**

The property and structure are significantly larger than neighboring single-family homes. This property has previously been used as a sorority house and rooming house (both legally nonconforming uses). The petitioner is not proposing exterior alterations to the structure but wishes to create two dwelling units. Both units are two-story, one with three bedrooms and one with four bedrooms. The plans received label each of the second floor bedrooms as “Apt BR[#]” however these are proposed to serve a single unit and shall not be rented separately.

The property consists of three lots, which could be turned into three single-family houses or perhaps even three duplexes, all with greater impacts on the neighborhood. A single duplex, as proposed, is the least impactful of those options.

### **Action by the Board of Zoning Appeals**

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

- 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;** the R-1C district contemplates single-family and two-family dwelling units, both of which currently exist in the neighborhood and district.
- 2. that the 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;** the petitioner proposes to make use of the existing building and make interior alterations to create a two-family dwelling which will not substantially diminish or 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;** alterations to the exterior of the building are not anticipated. The conversion of this structure into a two-family dwelling will not impede future development or redevelopment.
- 4. that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** utilities and drainage currently exist and will be in compliance with city code.

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;** the site currently has ingress and egress through an existing driveway.
6. **that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137)** compliance with city codes will be adhered to.

**STAFF RECOMMENDATION:**

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a special use. Staff recommends approval of the requested special use in Case SP-04-15, with the explicit condition of conformance with the zoning ordinance allowing a duplex and not allowing multi-family residences.

Respectfully submitted,

Courtney Kashima, AICP

**MINUTES  
ZONING BOARD OF APPEALS  
REGULAR MEETING  
WEDNESDAY, NOVEMBER 18, 2015, 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE ST., BLOOMINGTON, IL**

Members present: Mr. Briggs, Mr. Kearney, Ms. Meek, Mr. Simeone, Mr. Bullington, Mr. Brown

Members absent: Chairman Ireland

Also present: Mr. Tom Dabareiner, Community Development Director  
Mr. George Boyle, Assistant Corporation Counsel

Mr. Dabareiner called the meeting to order at 4:03 p.m. and called the roll. With six in attendance, a quorum was present.

There being no chairman, Mr. Dabareiner asked for nominations for Acting Chairperson. Mr. Kearney nominated Acting Chairman Briggs; seconded by Mr. Simeone. There were no other nominations. The selection of Acting Chairman Briggs to serve as Acting Chairman was **approved** with six (6) voting in favor and zero (0) against with the following votes being cast on roll call: Mr. Brown—Yes; Mr. Bullington—Yes; Mr. Simeone— Yes; Mr. Kearney— Yes; Mr. Briggs— Yes; Ms. Meek—Yes.

Acting Chairman Briggs took his position as Acting Chairman.

PUBLIC COMMENT: None

The Board reviewed the minutes from October 21, 2015 and accepted the minutes with modifications. The modifications included the spelling of Mr. Kearney’s last name. On page 8, “he noted that precedent does not start today” replaced the similar draft phrase. On page 9, add to the end of “...all findings need to be found in favor” the following: “and asked whether the City agreed.” Under Other Business, the “...as allowing replacement of a four foot fence” in place of the similar draft phrase. The minutes as amended were **approved** unanimously.

Acting Chairman Briggs explained the meeting procedures. Mr. Dabareiner stated all items were published.

**REGULAR AGENDA:**

**SP-04-15 Public hearing, consideration, review and approval of the petition submitted by Fred Wollrab and Carol Shepard for: 1) A Special Use for a two-family residence under the Municipal Code 44.6-8.D All for the property located at 1314 Fell Avenue. Zoned R-1C, High Density Single-Family Residence District.**

Julia Davis, attorney for the petitioner, 1313 East Washington, Bloomington; Mr. Wollrab, 107 Hilltop Road, Bloomington; and, Ms. Shepard, 7 Thomas Drive, Normal, were sworn in. Ms. Davis remarked on the property’s history before the City with a request earlier this year for a

rezoning to allow multi-family residences at 1314 Fell Avenue. She noted that the new owners are requested a duplex structure, which is allowed as a Special Use, in the R-1C district. Ms. Davis pointed out the building is 20,000 square feet in size and distributed photos of the outside of the structure. She noted the only change is the addition of a wall between the two units and no changes to the footprint are proposed. She added that the property exceeds the zoning requirements for a two-family residence.

Mr. Simeone confirmed that the petitioner was not changing the outside of the house and that separate entrances were planned; Ms. Davis concurred. Ms. Shepard explained the house had additions over the years and is now an L-shape. Mr. Bullington asked if the dark line on the plans indicated where the duplex would be separated and requested clarification that separate kitchens would exist; Ms. Shepard agreed.

Jean Barkoviak, 1310 Fell Avenue, was sworn in. Ms. Barkoviak stated she has lived at 130 Fell for 41 years and praised the exterior paint and maintenance already performed.

Ann Bailen, 1406 North Clinton Boulevard, Bloomington, was sworn in. Ms. Bailen also praised the exterior of the house. She asked about the meaning of Special Use and whether it limited the number or types of residents at the location.

Mr. Dabareiner presented the staff report. He indicated the property's location and provided an aerial photograph and surrounding property photos for context. He explained the Special Use considerations. He noted that the R-1C district contemplates allowing duplex residences, that property's reuse will help property values, and that its conversion would not impede local development. He suggested that limiting parking would discourage the use from evolving into student housing and asked that a limit of four spaces be placed as a condition of approval, along with landscaping over the remaining spaces.

Acting Chairman Briggs explained the Special Use designation and its purpose. Mr. Dabareiner stated that the parking changes should be a condition with Special Use approval. He added the petitioner agreed to reduce the number of parking spaces but to a higher number than the staff recommendation; furthermore, the petitioner had not addressed how the remaining parking spaces would be removed.

Mr. Simeone asked for the definition of multi-family; Mr. Dabareiner responded that 3 or more units in a building constitute multi-family residential. Mr. Simeone asked if four students could rent one of the proposed units; Mr. Dabareiner stated that the City code limits this situation to three unrelated persons living in a single unit, but we respond with code enforcement only if we receive complaints. Mr. Simeone suggested that the request for more parking spaces relates to the potential of having several unrelated individuals renting each unit. Mr. Dabareiner reiterated that staff's recommendation is two spaces per unit, noting that the petitioner may return with a request for more spaces if they establish that need. Mr. Boyle provided a definition of family as any number of individuals who are related by blood or marriage and up to two unrelated individuals. Mr. Brown asked if staff was trying to discourage Illinois Wesleyan students from living in this building; Mr. Dabareiner stated that we cannot prohibit anyone from using the space legally, but City code addresses the question in terms of limiting the number of unrelated people living in a single unit. Acting Chairman Briggs noted that historically the building housed students. Mr. Dabareiner mentioned a couple other nonconforming multi-family buildings exist

on the same block, but they would not be allowed to become multi-family residences today in this zoning district.

Mr. Kearney asked if there is any connection between this property and Illinois Wesleyan; Mr. Dabareiner responded no. Mr. Kearney pointed out he works for IWU and asked if the City considered it a conflict in any way for him to participate; Mr. Boyle responded he saw no conflict because no relationship exists between the school and this property. Mr. Kearney asked if the City intended to discourage IWU students from renting these units; Mr. Dabareiner replied that staff and the code are neutral as to who will rent or occupy the units.

Acting Chairman Briggs asked how the parking condition should be phrased; Mr. Dabareiner suggested that the parking be limited to a total of four with the rest of the parking area landscaped.

Ms. Meek suggested that given the size of the building and the units that limiting the parking to a total of four spaces placed a severe restriction on the residences' use. Mr. Dabareiner reiterated that staff's goal was simply to discourage the building from becoming multi-family and added that the Board may adjust the number.

Ms. Davis stated that the property has no affiliation with IWU and the petitioner has no objection to Mr. Kearney voting, in response to Mr. Kearney's question about whether the petitioner saw any potential conflict of interest.

Ms. Davis indicated that the property would need to be rezoned before it could become multi-family; that restricting the parking devalues the property and limits who the tenants could be, especially if a family owns more than one vehicle. Ms. Davis repeated that the code indicates that two spaces per unit is the minimum required. Ms. Shepard stated that some of the remaining parking would become green space but they had not considered the extent or the planting materials yet. Mr. Simeone asked if they would be building a garage; Ms. Shepard indicated that no garage would be built in this phase. Mr. Boyle asked the petitioner to clarify for the record the number of spaces they are requesting; Ms. Shepard indicated eight spaces.

Mr. Wollrab repeated that they had not yet decided what areas would be paved or green space and believed no parking restrictions should be placed on the property. Acting Chairman Briggs repeated that the Board must consider whether conditions exist that would allow the use to change from the approved use; that to fit into the neighborhood, limiting the parking would help prevent it from becoming multi-family. Acting Chairman Briggs stated that the Special Use stays with the property and not the owner; should the current owner sell the property, future owners should be clear about the approved use.

Mr. Bullington recommended limiting parking to four spaces per unit for a total of eight spaces and made a motion to that effect; Mr. Simeone seconded. Acting Chairman Briggs asked the petitioner if the total of eight spaces plus turning the rest into green space was acceptable; Ms. Davis agreed. The motion was **approved** with six (6) voting in favor and none against with the following votes being cast on roll call: Mr. Bullington—Yes; Mr. Simeone—Yes; Mr. Brown—No; Acting Chairman Briggs—Yes; Mr. Kearney—No; Ms. Meek—Yes. Mr. Dabareiner reported a 4-2 vote in favor of the amended condition. Mr. Bullington asked if all other

conditions in terms of compliance with City codes remained part of the recommendation; Mr. Dabareiner confirmed this is the case.

Acting Chairman Briggs requested a toll call vote on the Special Use. The motion was **approved** with six (6) voting in favor and none against with the following votes being cast on roll call: Mr. Brown—Yes; Acting Chairman Briggs—Yes; Mr. Simeone—Yes; Ms. Meek—Yes; Mr. Bullington—Yes; Mr. Kearney—Yes. Mr. Dabareiner indicated he would determine when this case would go before Council and asked the petitioner to contact him.

**SP-05-15 Public hearing, consideration, review and approval of the petition submitted by Jonah Smith for: 1) A Special Use for an Antique Store under the Municipal Code 44.4-6 D.3. where a former legal nonconforming use may be replaced with a second nonconforming use provided the second use is less nonconforming or more compatible with the district. All for the property located at 403-405 East Locust Street. Zoned R-3A, Medium Density Multiple-Family Residence District.**

Jason Barickman, attorney for the petitioner, 202 North Center Street, Bloomington; Jonah Smith, 1107 West Daniels Street, Champaign; and, Dennis Godbey, 2508-1/2 South Bunn, Bloomington, were sworn in.

Mr. Barickman stated that Mr. Smith is the petitioner and property owner and wishes to sell the property to Mr. Godbey. Mr. Barickman stated that the building is about 2,300 square feet, two stories, and built around 1925; and second story consists of two residential rental units. He added that the first story is commercial space with a bank of large windows facing Locust Street; parking is located next door and loading is in the rear of the building. Mr. Barickman stated the building is zoned R-3A and the proposed antique store is allowed as a special use based on the history of uses in the building. He stated Mr. Godbey plans no structural improvements to the building. According to Mr. Barickman, the petitioner has owned the property since 2012 and the building has included a variety of uses, including a beauty salon and counseling center; he stated that the proposed antique store would be a less nonconforming use than these prior uses.

Mr. Bullington stated that staff is recommending limited hours of operation and a prohibition of “flea market” types of activities; he asked the proposed buyer to address the proposed operations of the store. Mr. Godbey stated his hours of operation are proposed to be open from 10:00AM or 11:00AM to no later than 5:00PM or 6:00PM; weekends would be maybe four hours on Sundays and Saturday would probably be like a weekday. Mr. Bullington agreed to wait until after the staff presentation to review the flea market prohibition.

Ms. Judy Stearns, 316 East Locust, was sworn in. She thanked the ZBA for their sensitivity to historic neighborhoods in the City. She noted that Locust Street carries a lot of traffic. She stated that she and her neighbor are property owners and residences; many others in the corridor are renters. She noted her objections to a few prior proposals for this property, including a convenience store. Ms. Stearns asked for a definition of “antique” store and whether the special use can be limited to that use. She also asked if there is any issue with the owner being the applicant while the buyer has the proposed antique store; what happens to the special use if the sale does not happen? Acting Chairman Briggs stated that the special use goes with the land, not the owner. She also communicated that the neighborhood understands it is a commercial space and that a vacant property is usually not a good thing. She stated that limiting the hours would be

helpful.; she also stated some landscaping between 401 East Locust and 403 East Locust would be nice to have as a buffer.

Mr. Dabareiner presented the staff report. He provided an overview of the location with a zoning map and an aerial photograph. He showed photos from the location's viewpoint. Mr. Dabareiner indicated that the zoning ordinance does not define "antique" store. Mr. Dabareiner ran through the standards after explaining that the code allows another nonconforming use to replace a nonconforming use if the second use is considered less nonconforming, but needs a Special Use. Mr. Dabareiner concluded that the Special Use standards were met. As for hours of operation, staff believes limited them to between 8:00AM and 6:00PM was fine, Monday through Saturday. Staff believes that prohibiting Sunday hours allowed for less impact on the residential neighborhood. Mr. Dabareiner stated that staff was also seeking to restrict flea market activities which are advertised events to attract large volumes of people and outside displays and activities. Ms. Meek asked if tents in the parking lot would be prohibited. Mr. Dabareiner concluded by asking that the parking lot be brought up to current parking lot standards which would entail striping and a possible handicapped space.

Acting Chairman Briggs noted that antique stores are not listed at all as allowed in the R-3A zoning district in the use matrix. Mr. Dabareiner confirmed this and indicated that this is why the proposal is before them, to allow as a special use a less nonconforming use than the prior nonconforming uses. Mr. Bullington asked about the flea market restriction, asking if the concern centers on outdoor events; Mr. Dabareiner indicated staff is concerned about a large event that occurs outside the building, but as long as the sales activity was all indoors, staff had no concerns. Acting Chairman Briggs suggested placing a limit on the number of sidewalk sales.

Mr. Simeone noted that the staff report indicated that one parking space is required per 250 square feet of building space and he asked how many parking spaces were required; Mr. Dabareiner indicated about ten spaces were needed. Mr. Simeone stated that normally the ZBA receives a drawing showing how much parking is available. Mr. Dabareiner suggested asking the petitioner. Acting Chairman Briggs asked about the buffer requirements in the code; Mr. Dabareiner replied that the buffer is required where a commercial district use sits adjacent to a residential district use, so there is no requirement in this case because the zoning is the same across the parcels.

Mr. Barickman stated that Mr. Godbey would like to be open on Sunday, but is open to other limited hours. He also noted that there is no intention to host flea market activities, but Mr. Godbey would like the ability to display items for sale on the sidewalk. Acting Chairman Briggs asked about limiting the amount of on-site sales to off-site sellers; Mr. Barickman indicated that consignment sale of items on behalf of off-site sellers is the norm for antique stores and asked that that no restriction be placed. Mr. Barickman stated that the condition of the parking lot may not be suitable for striping and that the issue of a buffer between the parking lot and 401 East Locust should be a private matter to be worked out between the property owners.

Acting Chairman Briggs agreed there is no definition inside the zoning ordinance for "antique" store. Ms. Stearns asked how this can be regulated to remain an antique store without a definition. Mr. Dabareiner stated that typically when using a zoning ordinance, not everything is



defined, meaning that one refers to a common dictionary for a definition. Ms. Stearns repeated her concerns about display and sales outside of the building and endorsed limiting hours.

Mr. Kearney stated it will be difficult to define some of these terms in this meeting; for example, “antique” is widely defined based on his cursory research so a working definition is not possible right now. Mr. Kearney noted that everyone has an image in their minds of an undesirable-appearing antique store. Mr. Simeone noted that staff will identify a common definition for antique store. Mr. Bullington stated that he does not believe the ZBA should provide a definition for the City of Bloomington; code enforcement should be able to determine whether the store is no longer an antique store. Mr. Boyle confirmed that when the code does not define a term, we go to commonly found definitions and that this approach is enforceable. There was a consensus to not draw up a definition for antique store.

Mr. Dabareiner indicated he had looked at other store hours and felt 8:00PM to 6:00PM was adequate with no hours on Sunday. Ms. Meek stated this is a business and the ZBA should not prohibit Sunday hours.

Mr. Bullington motioned to limit the hours from 8:00AM to 6:00PM Monday through Friday and from 10:00AM to 5:00PM on Saturday and Sunday; seconded by Mr. Simeone. Mr. Barickman indicated the prospective owner is amenable to that restriction, but asked to amend the motion as it applies to Monday through Friday to 9:00AM to 6:00PM because he thinks 8:00AM is too early for a residential neighborhood. Mr. Barickman concurred with the revised hours. The motion was **approved** to place a condition to limit the hours as last indicated with six (6) voting in favor with the following votes being cast on roll call: Mr. Bullington—Yes; Mr. Simeone—Yes; Mr. Brown—Yes; Acting Chairman Briggs—Yes; Ms. Meek—Yes; Mr. Kearney—Yes.

Ms. Meek stated that since the staff recommendation sought to prohibit flea markets, she would prefer no reference to that. Mr. Bullington asked to clarify that the antique store activities be limited to 405 East Locust and that 403 East Locust be limited to only parking, with display and sales activities prohibited from the parking lot; seconded by Mr. The motion was **approved** to place a condition to limit activities on the two properties as indicated with six (6) voting in favor with the following votes being cast on roll call: Mr. Bullington—Yes; Mr. Simeone—Yes; Mr. Brown—Yes; Acting Chairman Briggs—Yes; Ms. Meek—Yes; Mr. Kearney—Yes.

Acting Chairman Briggs asked for a vote on the Special Use. The motion was **approved** to allow a Special Use for an antique store at 405 East Locust with six (6) voting in favor with the following votes being cast on roll call: Mr. Brown—Yes; Acting Chairman Briggs—Yes; Mr. Bullington—Yes; Mr. Simeone—Yes; Ms. Meek—Yes; Mr. Kearney—Yes.

#### OTHER BUSINESS:

Acting Chairman Briggs noted the clarification that a four-foot fence is allowed in front yards; Mr. Dabareiner apologized for his confusion.

#### NEW BUSINESS:

Ms. Meek asked about electing a Vice-Chair. Mr. Kearney suggested placing this on the next meeting’s agenda. Mr. Boyle noted that the term “Acting Chair” is what is used in the ordinance; Mr. Bullington concurred. Acting Chairman Briggs indicated that in the past they had a Chair

and Vice-Chair. The question arose as to whether the Chair position needs to be elected too and staff was asked to refer back to the June 14 ZBA meeting for guidance. There was agreement to place "Election of Officers" on the next agenda.

Mr. Kearey suggested placing on the next agenda an item on clarifying roles for the City Attorney's position in attendance at the ZBA. Mr. Kearney indicated that he has not reached his own conclusion yet on the matter; he has great respect for Mr. Boyle. However, he is concerned about clarity of roles from the public's perspective noting that the ZBA has discussed on the record the change that placed the City Attorney here. Mr. Kearney noted it is a change to have the City Attorney sitting on the dais side-by-side with board members; he has concerns about it, indicating that the City Code does not contemplate having the City Attorney sitting at the dais like the Secretary. He indicated that he was concerned that the City Attorney asked the petitioner a question of clarity and stated that he is not sure that the question should not have come from a board member. Mr. Kearney said he would like this placed on the agenda for clarity, while he does n=some research on his own. Acting Chairman Briggs stated that whenever the ZBA had a legal question in the past, a city attorney came in, responded, then left; agreeing with Mr. Kearney over the concern raised when Mr. Boyle asked a question of the petitioner. Acting Chairman Briggs stated that because the City Attorney represents the City, it may place him in a conflict of interest role with the decision-making of the ZBA; that a city attorney's statements should be advisory only. There was consensus to place this item on the next agenda for discussion.

ADJOURNMENT: 5:50PM

Respectfully,

Tom Dabareiner AICP

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

**1314 Fell Avenue**

State of Illinois )  
 )ss.  
County of McLean )

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

Now come(s) **Julia Davis on behalf of Owners, Fred Wollrab & Carol Shepard**

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) **A**, which is (are) attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, 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-1C** under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code **Two-Family Residences**, are allowed as a special use in a **R-1C** 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-1C** 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-1C** 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.

11. That the number of parking spaces provided shall be a maximum of eight (8) with the remainder of the existing parking area returned to green space and landscaping.

WHEREFORE, your petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,

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

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A

Two-Family Residential Use

FOR PROPERTY LOCATED AT: 1314 Fell Avenue

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 Two-Family Residence for certain premises hereinafter described in Exhibit(s) 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, Section 44.6-30 of the Bloomington, City Code, 1960 as amended; 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 an Two-Family Residential Building on the premises at 1314 Fell Avenue hereinafter described in Exhibit(s) A shall be and the same is hereby approved.
2. That the Special Use includes a condition that the maximum number of parking spaces allowed be eight (8) with the remaining existing spaces turned into green space, sod and landscaping.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF BLOOMINGTON

ATTEST

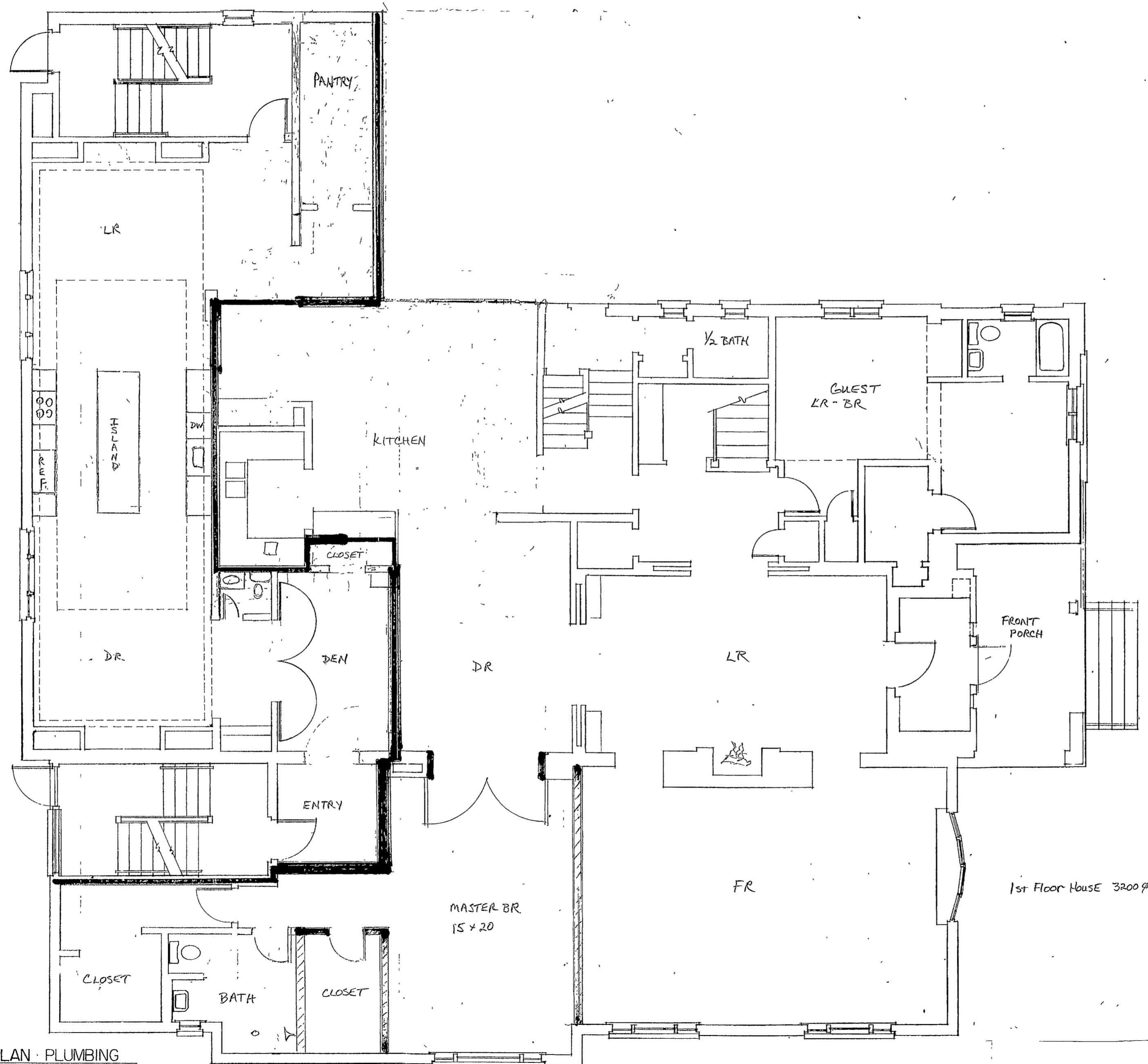
\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

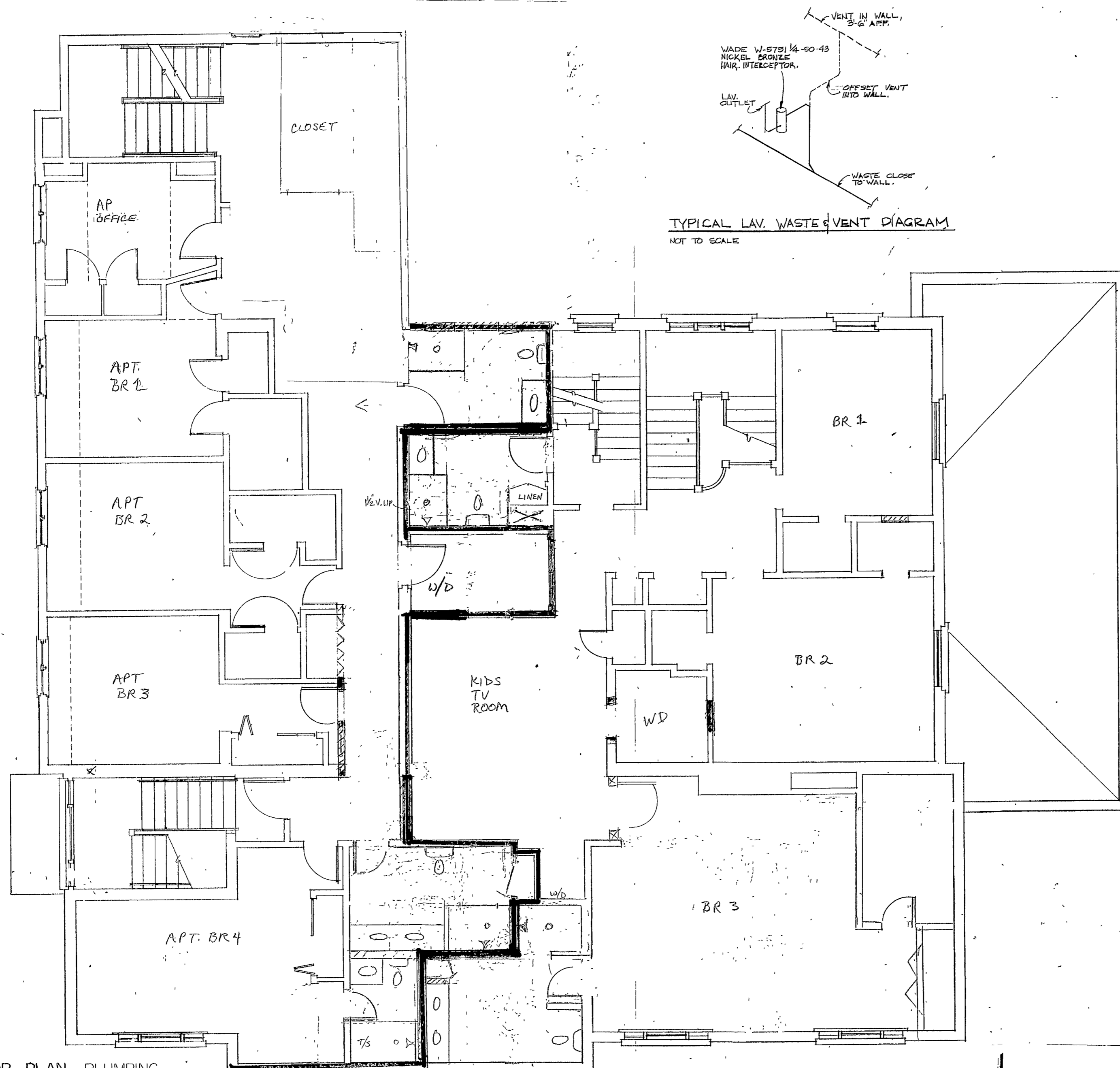
EXHIBT A

Lots 27, 28 and 29 in Block 1 in the Nursery Addition to the City of Bloomington, in McLean County, Illinois.

PIN 14-33-451-027



1st Floor House 3200 sq

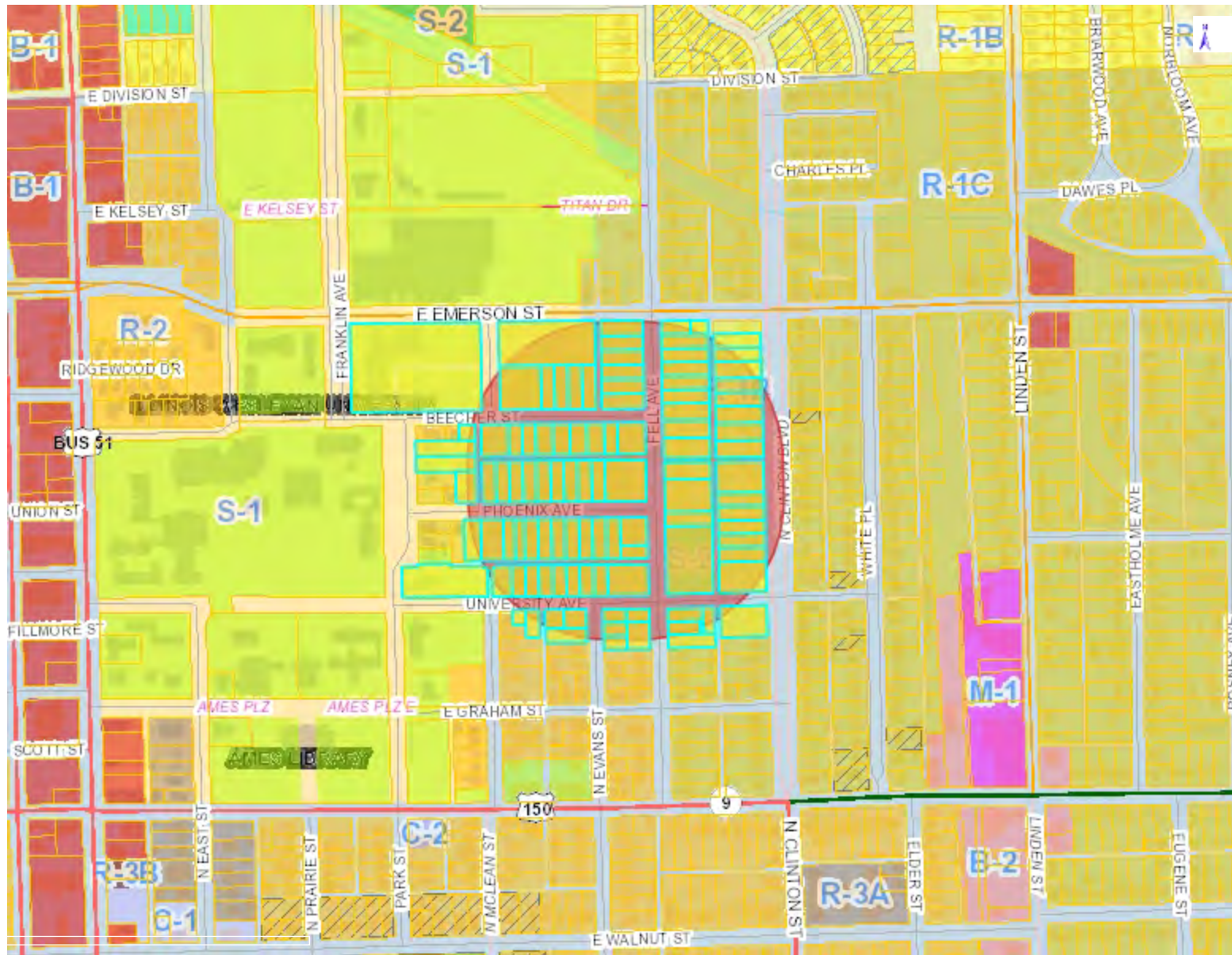


TYPICAL LAV. WASTE & VENT DIAGRAM  
NOT TO SCALE





# Neighborhood Notice Area - 1314 Fell Ave



## Legend

- Parcels
- Interstates
- US\_Highways
- State\_Highways
- County\_Highways
- Minor\_Arterial
- Major\_Collector
- Minor\_Collector
- Local\_Road\_Street
- Alleys
- Private\_Streets
- Railroad
- Zoning\_COUNTY**
  - A Agricultural
  - R-1 Single Family Residential
  - R-2 Two-Family Residential
  - M-1 Restricted Manufacturing
  - M-2 General Manufacturing
  - C Commercial
- Zoning\_TON\_Overlay**
  - Parking Impact Zone
  - S-3 Historic Districts
  - South Uptown Overlay District
- Zoning\_TON**
  - A - Agriculture
  - B-1 - Highway Business District
  - B-2 - General Business District
  - C-1 - Office District
  - C-2 - Neighborhood Shopping Distr
  - C-3 - Community / Regional Shoppi



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1: 8,734

Printed: 10/29/2015 10:10:42 AM

## Notes

# 1314 Fell Avenue

## Site Photos



# 1314 Fell Avenue

## Area Photos





**CONSENT AGENDA ITEM NO. 7G**

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of Highway Authority Agreement / Leave-in-place Agreement at 1331 N. Linden Street (Ward 7)

**RECOMMENDATION/MOTION:** That the Ground Water Ordinance and Highway Authority Agreement be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure and Facilities, and Goal 5. Great Place - Livable, Sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2b. Quality water for the long term, and 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans.

**BACKGROUND:** The Freedom Oil Company owned by Freedom Oil Company of Bloomington is located at 1331 North Linden Street. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into the right-of-way for Linden Street and Emerson Street and into adjoining properties.

Tests showed contamination from some substances above acceptable levels in the groundwater around the site. There is no further economically feasible action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of coming into contact with the water through shallow domestic wells. The Illinois Environmental Protection Agency is requiring the City to pass an Ordinance prohibiting the use of groundwater as a potable water supply within the affected area as a requirement for issuance of a “No Further Remediation” letter to protect the public from that possibility.

The City has approved similar Groundwater Ordinances and Highway Authority Agreement’s for other contaminated locations in the past.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The consultant will contact the affected property owners upon approval by the Illinois Environmental Protection Agency.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, PE, Assistant City Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

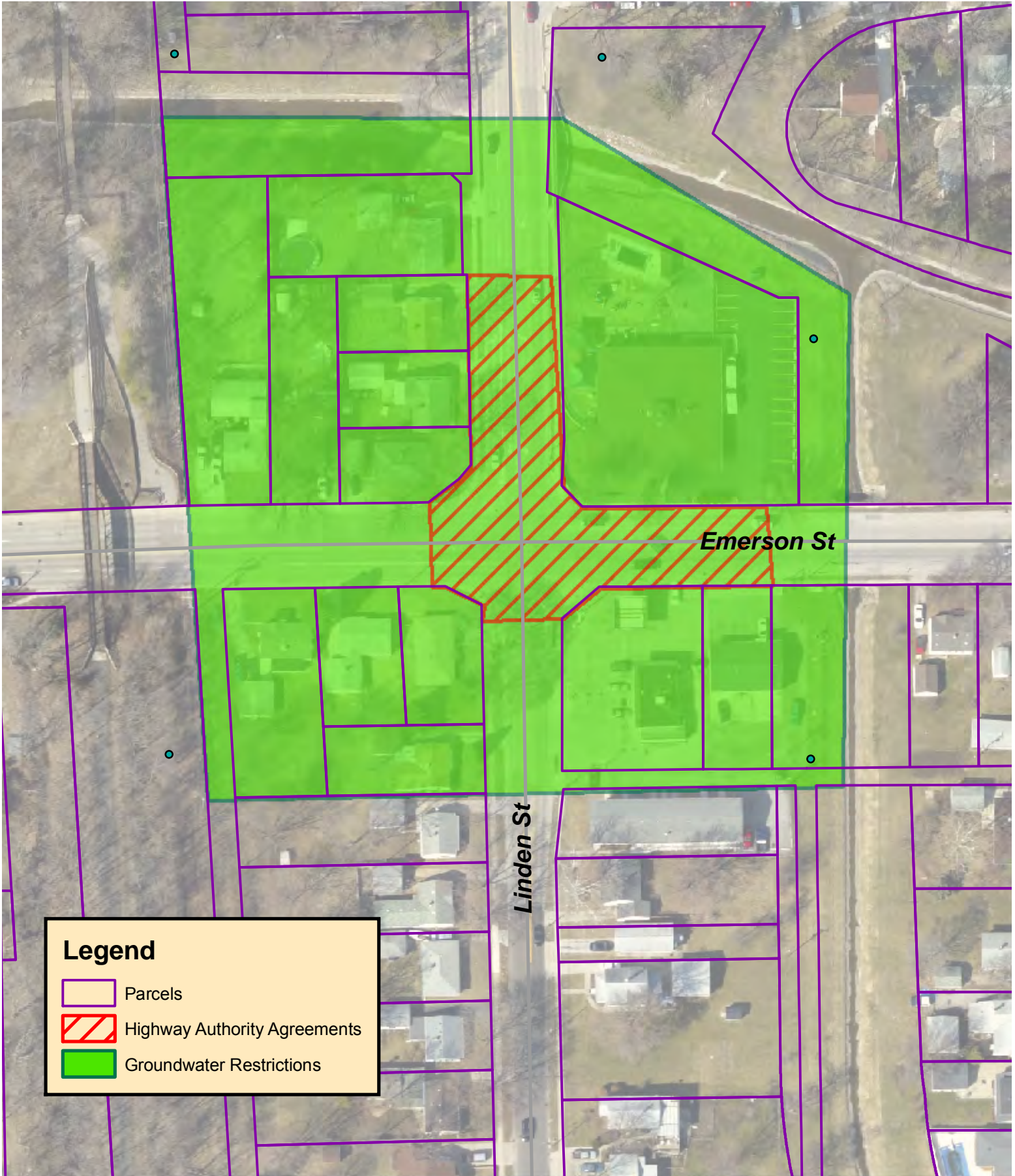
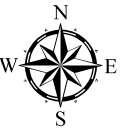
- Location Map
- Highway Authority Request
- Highway Authority Agreement
- Groundwater Ordinance Request
- Groundwater Ordinance

Motion: That the Ground Water Ordinance and Highway Authority Agreement be passed and the Mayor and City Clerk be authorized to execute the necessary documents.




Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

# 1331 Linden St Groundwater Ordinance Highway Authority Agreement



**Legend**

-  Parcels
-  Highway Authority Agreements
-  Groundwater Restrictions

# Midwest Environmental Consulting & Remediation Services Inc.

22200 Illinois Route 9 • P.O. Box 614

Tremont, IL 61568-0614

Phone: (309) 925-5551 • Fax: (309) 925-5606

December 13, 2011

Kevin Kothe  
Engineering Department  
115 E. Washington St.  
PO BOX 3157  
Bloomington, IL 61702-3157

RE: Request for Highway Authority Agreement  
Freedom Oil Company  
1331 N Linden Street  
Bloomington, IL

Dear Mr. Kothe:

On behalf of our client, Freedom Oil Company of Bloomington, Illinois, we are requesting a Highway Authority Agreement (HAA) for purpose of closing Illinois Emergency Management Agency incident #880916 at 1331 North Linden Street in Bloomington, Illinois. Subsurface investigations completed to date indicate that petroleum hydrocarbon contamination above Illinois Environmental Protection Agency (IEPA) cleanup objectives (CUOs) may exist in soil in the public right-of-way along Emerson and North Linden Streets adjacent to the subject gas station. The requested actions are necessary to satisfy Illinois Administration Code 742, Subpart J, which allows for the use of institutional controls when other methods of remediation are impractical or prohibitively expensive.

Between March 2004 and February 2011, a total of 19 total migratory pathway borings (B-1 through B-7 and GP-1 through GP-12) and 15 groundwater monitoring wells (MW-1 through MW-15) were completed at the site. The extent of soil and groundwater contamination has been defined. The future extent of contaminants in groundwater was determined by calculation of TACO groundwater models. Based on the models, the concentration of benzene in groundwater will meet the TIER 1 CUOs at a distance of 134 feet from monitoring well MW-5. Both the actual plume and the modeled plume are included in Figure 7 presented in Exhibit A.

Maps and tables showing the extent of contamination, the concentrations of contaminants of concern and the proposed HAA agreement area are included in Exhibits A, B and C, attached.

If you need additional information regarding our request, please contact me at (309) 925-5551. Please notify us when the City takes action on the aforementioned matters and if you need additional information. Thank you.

Sincerely,

Midwest Environmental Consulting & Remediation Service, Inc.

Allan M Green  
President



## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 201\_ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Freedom Oil Company (“Owner/Operator”) and (2) City of Bloomington (“Highway Authority”), collectively known as the “Parties”.

**WHEREAS**, Freedom Oil Company are the owners or operator of one more leaking underground storage tanks presently or formerly located at 1331 North Linden Street, Bloomington, Illinois (“the Site”);

**WHEREAS**, as a result of one or more releases of contaminants from the above referenced underground storage tanks (“the Release(s)”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Admin. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right-of-way;

**WHEREAS**, the Owner/Operator is conducting corrective action in response to the Release;

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

Now Therefore, the Parties agree as follows:

1. The recitals set forth above are incorporated by referenced as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 880916 to the Release.
3. Attached as Exhibit A is a scaled map prepared by Freedom Oil Company, that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the Tier 1 residential remediation objectives as a result of the Release.
4. Attached as Exhibit B are tables prepared by Freedom Oil Company that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations with the zone where Tier 1 residential remediation objectives are exceeded. The

locations of the concentrations listed in Exhibit B are identified on the map in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by Freedom Oil Company showing the areas of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Admin. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. The agreement shall be referenced in the Agency's no further remediation determination issued for the Release.
2. The Agency shall be notified of any transfer of jurisdiction over Right-of-Way at least 30 days prior to the date the transfer takes affect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this

Highway Authority Agreement as is signed by the Highway Authority, or subsequent transferor, and the transferee.

3. This agreement shall become effective on the date the Agency issues a no further remediation determination of the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
4. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
5. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
6. The agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
7. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management  
Bureau of Land  
Illinois Environmental Protection Agency  
PO Box 19276  
Springfield, IL 62974-9276

Freedom Oil Company  
814 West Chestnut  
Bloomington, IL 61701

City of Bloomington  
Engineering Department  
115 E. Washington St.  
PO BOX 3157  
Bloomington, IL 61702-3157

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

City of Bloomington

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

IN WITNESS WHEREOF, Owner has caused this Agreement to be signed by its authorized representative.

Freedom Oil Company

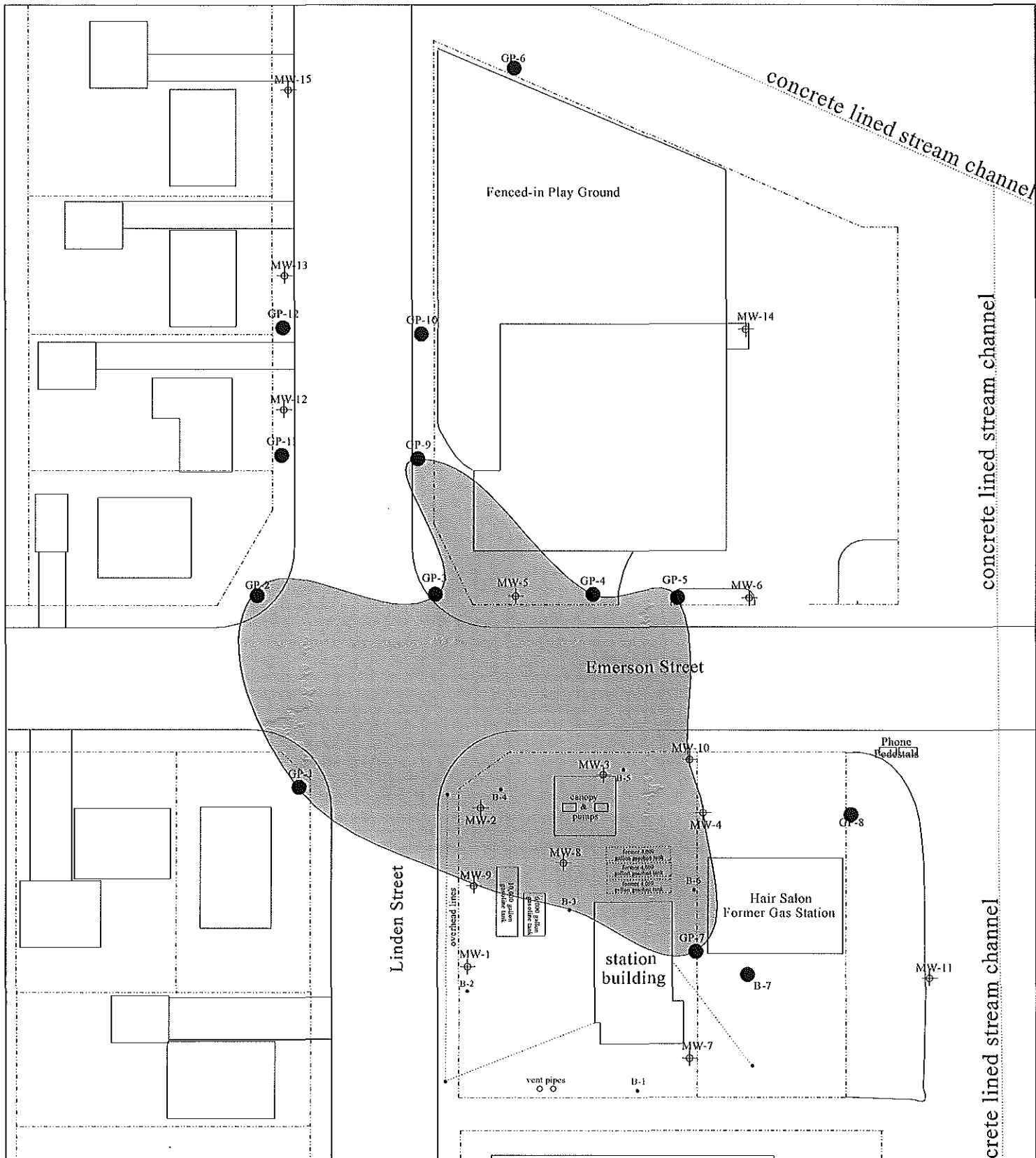
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ITS: \_\_\_\_\_

Exhibit A

Extent of Contamination



**Figure 3**  
 Extent Benzene in Soil  
 > 30 ppb  
 Clean Boring to Clean Boring  
 Freedom Oil - Linden  
 Bloomington, IL

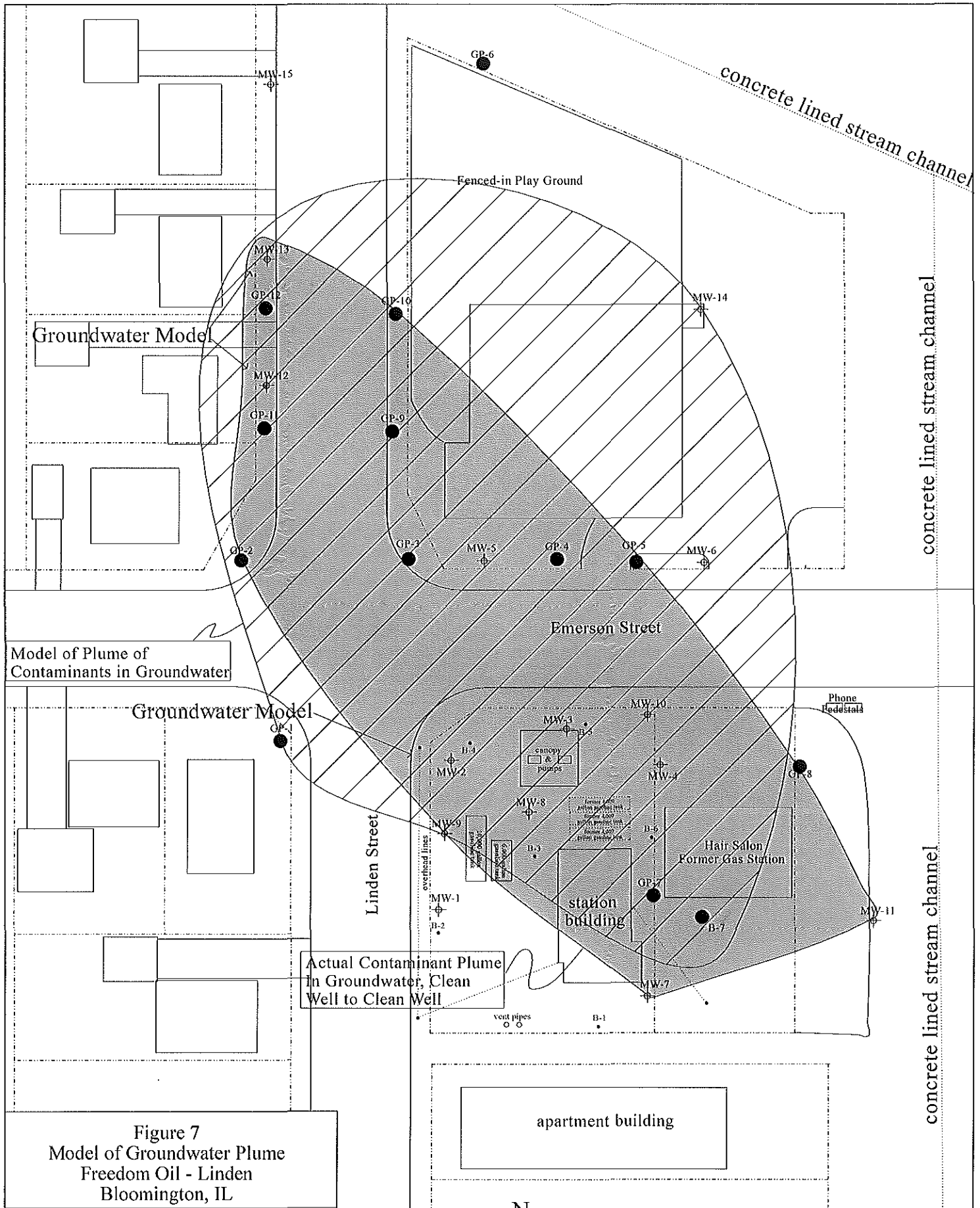
Date: 03/18/11	Drawn By: PLS
Project No: 02-47	Approved: AMG

Midwest Environmental Consulting  
 & Remediation Services, Inc.



**Legend**

- MW-1 Groundwater Monitoring Well
- B-2 Soil Boring Location
- GeoProbe Boring



**Figure 7**  
**Model of Groundwater Plume**  
**Freedom Oil - Linden**  
**Bloomington, IL**

Date: 12/05/11    Drawn By: PLS  
 Project No: 02-47    Approved: AMG

Midwest Environmental Consulting  
 & Remediation Services, Inc.



**Legend**

- MW-1    ⊕    Groundwater Monitoring Well
- B-2    ●    Soil Boring Location
- GeoProbe Boring

## Exhibit B

### Analytical Data Tables



**TABLE 1. SOIL ANALYTICAL RESULTS**

**Freedom Oil Company  
1331 North Linden  
Bloomington, IL**

SAMPLE ID	Analytes => (TIER 1 CUO)=>	Benzene (30)	Toluene (12,000)	Ethylbenzene (13,000)	Total Xylenes (5,600)	TOTAL BTEX
B-1, 12-14'	03/10/04	18.1	100	54.4	187	359.5
B-1, 20-22'	03/10/04	17.4	78.6	52.9	200	348.9
B-2, 4-6'	03/10/04	16.7	110	45.8	185	357.5
B-2, 16-18'	03/10/04	3.3	8.0	5.0	15.6	31.9
B-3, 8-10'	03/10/04	9.8	35.5	22.3	49.1	116.7
B-3, 16-18'	03/10/04	3.9	24.6	15.9	28.3	72.7
B-4, 8-10'	03/10/04	26.8	149	2,290	4,690	7,155.8
B-4, 18-20'	03/10/04	33.3	161	130	410	734.3
B-5, 8-10'	03/10/04	1,050	17,700	21,300	92,000	132,050
B-5, 18-20'	03/10/04	19.2	217	143	793	1,172.2
B-6, 8-10'	03/10/04	42.0	367	17,100	40,300	57,809
B-6, 18-20'	03/10/04	3.7	48.4	158	498	708.1
B-7, 8-9'	05/18/10	<4.68	<4.68	<4.68	<14.0	<28
MW-1, 8-10'	09/24/04	<2.3	3.0	<2.3	<5.7	<13.3
MW-1, 16-18'	09/24/04	8.7	16.6	7.1	30.6	63.0
MW-2, 10-12'	09/24/04	896	120	175	308	1,499
MW-2, 14-16'	09/24/04	7.4	24.8	5.9	25.4	63.5
MW-3, 10-12'	09/24/04	1,850	29,500	11,900	52,000	95,250
MW-3, 18-20'	09/24/04	22.7	56.9	13.1	59.1	151.8
MW-4, 8-10'	09/24/04	4.3	<2.3	7,040	30,600	<37,646.6
MW-4, 18-20'	09/24/04	26.2	47	28.5	113	214.7
MW-5, 8-10'	09/24/04	21,700	<11,500	51,000	210,000	<294,200
MW-5, 16-18'	09/24/04	20.4	21.9	22.7	76.2	141.2
MW-6, 8-10'	09/24/04	6.5	8.0	4.3	9.6	28.4
MW-6, 14-16'	09/24/04	3.2	5.1	5.8	17.3	31.4
MW-7, 8-10'	05/18/10	<4.79	<4.79	<4.79	<14.4	<29
GP-1, 8-9'	03/23/10	<4.23	<4.23	<4.23	<12.7	<26
GP-2, 8-9'	03/23/10	<4.89	<4.89	<4.89	<14.7	<29
GP-3, 9-10'	03/23/10	<4.84	<4.84	<4.84	<14.5	<29
GP-4, 7-8'	03/23/10	<4.57	<4.57	<4.57	<13.7	<27
GP-5, 7-8'	03/23/10	<4.89	<4.89	<4.89	<14.7	<29
GP-6, 11-12'	03/23/10	<4.32	5.39	<4.32	<13.0	<27
GP-7, 8-9'	03/23/10	<5.24	<5.24	<5.24	<15.7	<32
GP-8, 9-10'	03/23/10	12.2	20.7	5.21	<13.4	<53
GP-9, 9-10'	05/18/10	<4.62	<4.62	<4.62	<13.9	<28
GP-10, 10-11'	05/18/10	<4.61	<4.61	4.95	<13.8	<28
GP-11, 10-11'	05/18/10	4.94	8.27	<4.32	<13.0	<31
GP-12, 10-11'	05/18/10	<4.57	<4.57	<4.57	<13.7	<27
MW-8, 6-8'	02/24/11	<4.29	<4.29	<4.29	<12.9	<26
MW-9, 6-8'	02/24/11	<3.79	<3.79	<3.79	<11.4	<23
MW-10, 6-8'	02/24/11	<4.45	<4.45	<4.45	<13.3	<27
MW-11, 8-10'	02/24/11	<4.42	<4.42	<4.42	<13.3	<27
MW-14, 6-8'	02/25/11	<5.19	<5.19	<5.19	<15.6	<31
MW-15, 10-11'	02/25/11	<4.83	7.39	<4.83	<14.5	<32

ALL RESULTS REPORTED IN PARTS PER BILLION (ug/kg, ug/L)

XX = Tier 1 soil remediation objective not listed in TACO tables.

NA = not analyzed

TACO Parameters

Sample	Subsurface	Bulk Density	Moisture	Particle Density	Soil Porosity	Fraction Organic Carbon	pH
Lean Clay		1.86 gm/cm <sup>3</sup>	21.9%	2.61	41.5%	1.24%	8.28

**Table 2: Groundwater Analytical Data  
Freedom Oil  
1331 North Linden  
Bloomington, Illinois**

Sample #	Date	DTW	GWE	Benzene	Toluene	E-benzene	Xylenes	Total BTEX
<b>MW-1</b>	<b>Elevation Top of Casing =</b>			<b>100.00</b>				
SI	10/6/2004	6.66	93.34	<2	<2	<5	<11	
DTW only	6/8/2010	5.42	94.58	--	--	--	--	--
DTW only	3/4/2011	5.51	94.49	--	--	--	--	--
<b>MW-2</b>	<b>Elevation Top of Casing =</b>			<b>99.22</b>				
SI	10/6/2004	9.38	89.84	19.7	<2	2.1	<5	<28.8
DTW only	6/8/2010	8.44	90.78	--	--	--	--	--
DTW only	3/4/2011	8.30	90.92	--	--	--	--	--
<b>MW-3</b>	<b>Elevation Top of Casing =</b>			<b>98.50</b>				
SI	10/6/2004	8.58	89.92	3,830	5,450	11,900	18,600	39,780
DTW only	6/8/2010	7.74	90.76	--	--	--	--	--
DTW only	3/4/2011	7.46	91.04	--	--	--	--	--
<b>MW-4</b>	<b>Elevation Top of Casing =</b>			<b>98.88</b>				
SI	10/6/2004	8.87	90.01	1,410	1,820	3,790	8,700	15,720
DTW only	6/8/2010	8.02	90.86	--	--	--	--	--
DTW only	3/4/2011	7.71	91.17	--	--	--	--	--
<b>MW-5</b>	<b>Elevation Top of Casing =</b>			<b>97.75</b>				
SI	10/6/2004	8.20	89.55	20,400	2,510	608	11,200	34,718
DTW only	6/8/2010	7.19	90.56	--	--	--	--	--
DTW only	3/4/2011	6.87	90.88	--	--	--	--	--
<b>MW-6</b>	<b>Elevation Top of Casing =</b>			<b>97.86</b>				
SI	10/6/2004	8.10	89.76	<2	<2	<2	<5	<11
DTW only	6/8/2010	7.17	90.69	--	--	--	--	--
DTW only	3/4/2011	6.94	90.92	--	--	--	--	--
<b>MW-7</b>	<b>Elevation Top of Casing =</b>			<b>100.38</b>				
SI	6/8/2010	8.90	91.48	<5.0	<5.0	<5.0	<5.0	<15
DTW only	3/4/2011	8.44	91.94	--	--	--	--	--
<b>MW-8</b>	<b>Elevation Top of Casing =</b>			<b>99.74</b>				
SI	3/4/2011	8.67	91.07	<1.22	620	2,600	9,460	<12,681
<b>MW-9</b>	<b>Elevation Top of Casing =</b>			<b>99.57</b>				
SI	3/4/2011	4.73	94.84	<5.0	<5.0	<5.0	<15.0	<30
<b>MW-10</b>	<b>Elevation Top of Casing =</b>			<b>98.37</b>				
SI	3/4/2011	7.48	90.89	345	638	1,800	6,770	9,553
<b>MW-11</b>	<b>Elevation Top of Casing =</b>			<b>97.74</b>				
SI	3/4/2011	6.71	91.03	<5.0	<5.0	<5.0	<15.0	<30
<b>MW-12</b>	<b>Elevation Top of Casing =</b>			<b>97.95</b>				
SI	3/4/2011	7.66	90.29	13.5	<5.0	<5.0	16.8	<40.3
<b>MW-13</b>	<b>Elevation Top of Casing =</b>			<b>98.52</b>				
SI	3/4/2011	8.43	90.09	11.6	<5.0	<5.0	<15.0	<36.6
<b>MW-14</b>	<b>Elevation Top of Casing =</b>			<b>99.59</b>				
SI	3/4/2011	9.48	90.11	<5.0	<5.0	<5.0	<15.0	<30
<b>MW-15</b>	<b>Elevation Top of Casing =</b>			<b>99.53</b>				
SI	3/4/2011	9.59	89.94	<5.0	<5.0	<5.0	<15.0	<30

**Table 2: Groundwater Analytical Data  
Freedom Oil  
1331 North Linden  
Bloomington, Illinois**

Sample #	Date	DTW	GWE	Benzene	Toluene	E-benzene	Xylenes	Total BTEX
GP-1	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-2	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-3	3/23/2010	--	--	755	<17.5	1,240	<26.2	<2039
GP-4	3/23/2010	--	--	<6.10	<17.5	3,660	6,050	<9734
GP-5	3/23/2010	--	--	<6.1	<17.5	<18.7	<26.2	<69
GP-6	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-7	3/23/2010	--	--	<6.1	<17.5	2,870	5,310	<8204
GP-8	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-9	5/18/2010	--	--	14.0	65.5	2,490	5,740	8,309.5
GP-10	5/18/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30.0
GP-11	5/18/2010	--	--	36.3	7.96	13.8	88.0	146.1
GP-12	5/18/2010	--	--	12.3	7.78	<5.0	19.9	<45
B-7	5/18/2010	--	--	15.5	460	2,810	5,790	9,075.5

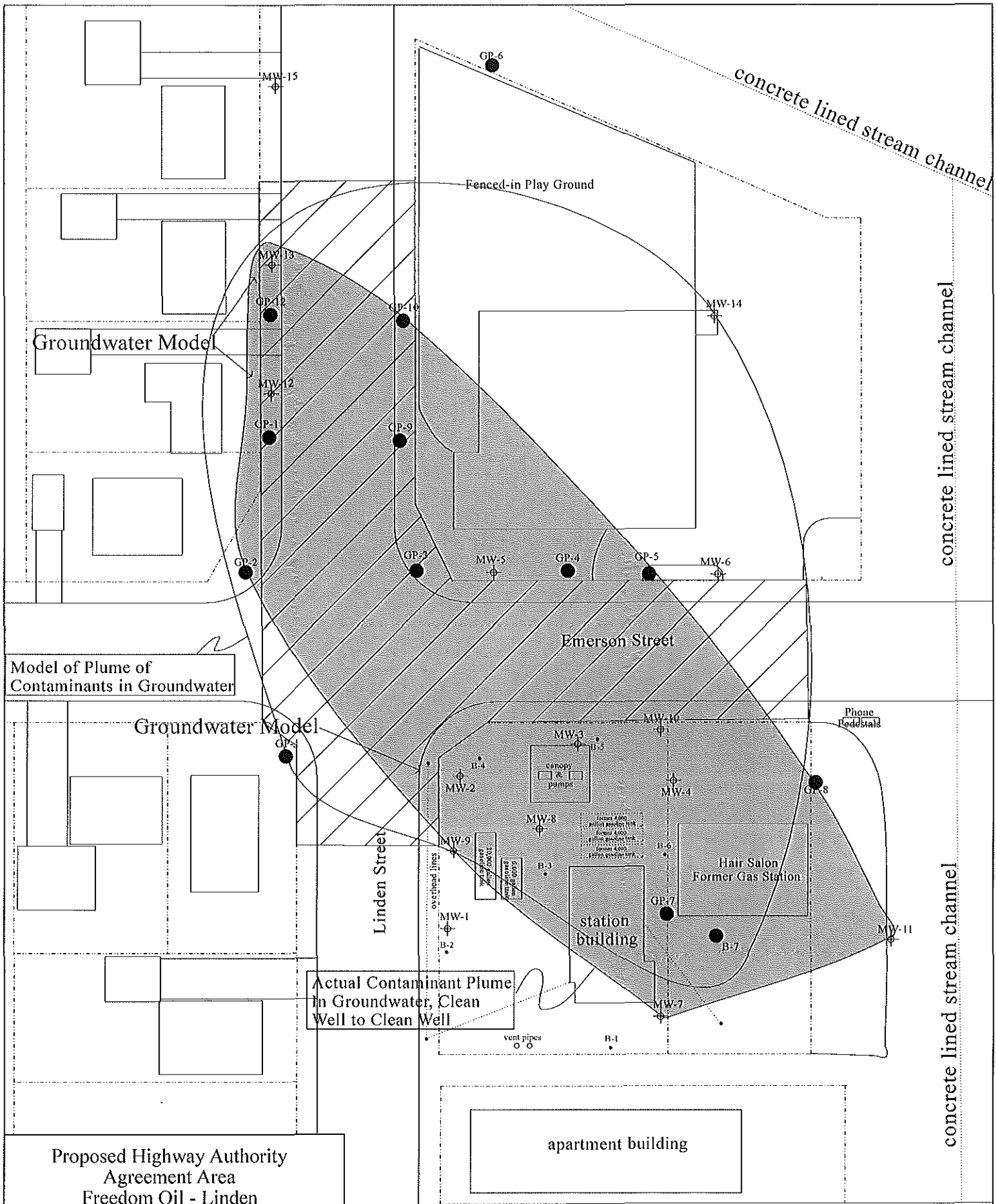
Notes:

- All results in parts per billion (ppb).
- IEPA Generic Cleanup Objectives:
- = No data available
- DTW = Depth to Water
- GWE = Groundwater Elevation referenced to datum point

Benzene	Toluene	E-Benzene	Xylenes	Total BTEX
5	1000	700	10,000	11,705 ppb

Exhibit C

Highway Authority Agreement Area



Proposed Highway Authority Agreement Area  
 Freedom Oil - Linden  
 Bloomington, IL

Date: 12/05/11    Drawn By: PLS

Project No: 02-47    Approved: AMG

Midwest Environmental Consulting & Remediation Services, Inc.



**Legend**

- Highway Authority Agreement Area
- MW-1 Groundwater Monitoring Well
- B-2 Soil Boring Location
- GeoProbe Boring

# Midwest Environmental Consulting & Remediation Services Inc.

22200 Illinois Route 9 • P.O. Box 614

Tremont, IL 61568-0614

Phone: (309) 925-5551 • Fax: (309) 925-5606

December 6, 2011

City of Bloomington  
Engineering Department  
115 E. Washington St.  
PO BOX 3157  
Bloomington, IL 61702-3157

RE: Request for Groundwater Use  
Restriction Ordinance  
Freedom Oil Company  
1331 North Linden Street  
Bloomington, Illinois

Dear Sirs:

On behalf of our client, Freedom Oil Company of Bloomington, Illinois, we are requesting a City Ordinance prohibiting the use of groundwater as a potable water supply for purposes of closing Illinois Emergency Management Agency incident #880916 at 1331 North Linden Street (Freedom Oil Company). The requested actions are necessary to satisfy Illinois Administration Code 742, Subpart J, which allows for the use of institutional controls when other methods of remediation are impractical or prohibitively expensive.

## **Groundwater Use Restriction Ordinance**

A maps showing the proposed groundwater use restriction area and the approximate description of the restriction area are attached. Based on the groundwater models, in order to satisfy Illinois Administrative Code 742, Subpart J, the groundwater use restriction area needs to encompass the site and the entire area located within the groundwater model which extends 134 feet from well MW-5, to the northeast, in the down gradient direction. The groundwater model is shown in the attached Figure 7.

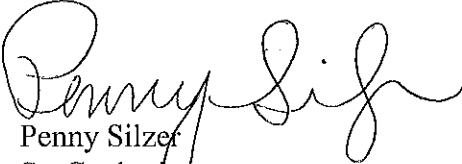
The City of Bloomington has adopted similar Groundwater Use Restriction Ordinances for other gas station sites with similar petroleum contamination situations. Two examples are attached.

Please call me at the number listed above with any questions you have or if you need additional information. Your response is greatly appreciated. Please notify me when the City takes action on this request.

Thank you.

Sincerely,

Midwest Environmental Consulting & Remediation Service, Inc.



Penny Silzer  
Sr. Geologist

Attachments

## DESCRIPTION OF THE PROPOSED GROUNDWATER USE RESTRICTION AREA

The proposed groundwater use restriction area is proposed for the following properties identified by the following Parcel Identification Numbers and within a portion of the North Linden Street and Emerson Street right of way, and as shown on the attached maps:

14-33-431-010  
14-33-431-011  
14-33-431-014  
14-33-431-015  
14-33-431-016  
14-33-431-012  
14-33-431-013  
14-33-482-003  
14-33-482-005  
14-33-482-002  
14-33-482-026  
14-34-307-001  
14-34-307-002  
14-34-307-033  
14-34-304-019  
14-34-304-020



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

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER  
AS A POTABLE WATER SUPPLY BY THE  
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS  
OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the City of Bloomington, McLean County, Illinois have been used over a period of time for commercial/industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

Section 1: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited for the properties identified by the following Parcel Identification Numbers, and within a portion of the Linden Street and Emmerson Street right of ways, and as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

14-33-431-010	14-33-482-005
14-33-431-011	14-33-482-002
14-33-431-014	14-33-482-026
14-33-431-015	14-34-307-001
14-33-431-016	14-34-307-002
14-33-431-012	14-34-307-033
14-33-431-013	14-34-304-019
14-33-482-003	14-34-304-020

Section 2: Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50.00 or more than \$100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3: Definitions

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable Water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4: Repealer

All ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed insofar as they are in conflict with this ordinance.

Section 5: Severability

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section 6: Effective Date

This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

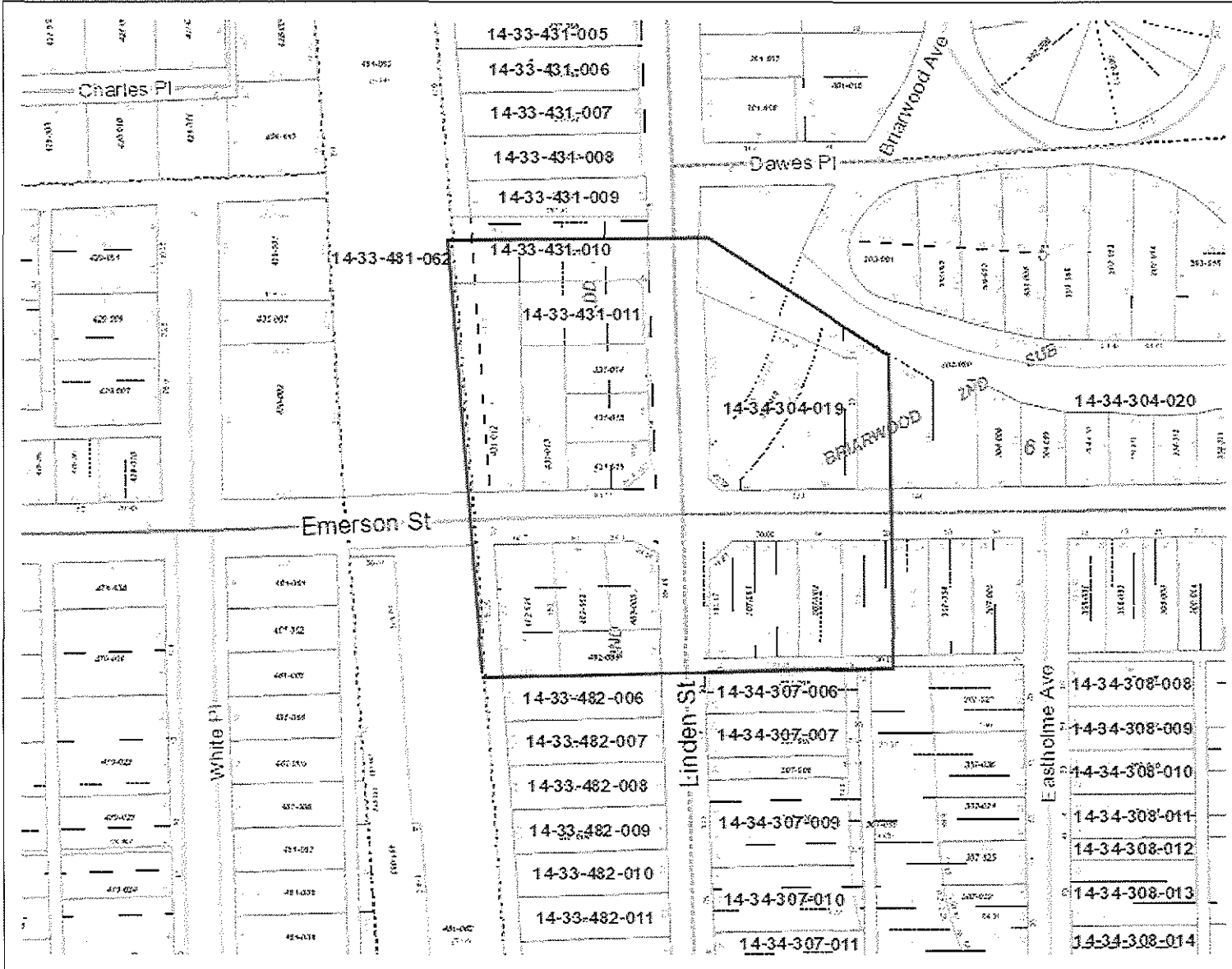
**Exhibit A**

## DESCRIPTION OF THE PROPOSED GROUNDWATER USE RESTRICTION AREA

The proposed groundwater use restriction area is proposed for the following properties identified by the following Parcel Identification Numbers and within a portion of the North Linden Street and Emerson Street right of way, and as shown on the attached maps:

14-33-431-010  
14-33-431-011  
14-33-431-014  
14-33-431-015  
14-33-431-016  
14-33-431-012  
14-33-431-013  
14-33-482-003  
14-33-482-005  
14-33-482-002  
14-33-482-026  
14-34-307-001  
14-34-307-002  
14-34-307-033  
14-34-304-019  
14-34-304-020

SCALED MAP SHOWING BOUNDARY OF AREA REQUIRING RESTRICTION



**Legend**

- Parcels
- Interstates
- US\_Highways
- State\_Highways
- County\_Highways
- County\_Rd
- City\_Streets
- ALLEY
- CITY\_ARTERIAL
- CITY\_COLLECTOR
- CITY\_STREET
- PRIVATE\_STREET
- + Railroad
- County
- Major\_Contours\_10ft
- + Water\_Elevation

NAIP\_2011.sid

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

NAIP\_2010.sid

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

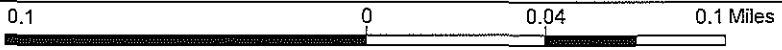
NAIP\_2009.sid

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

Imagery\_2005

- Red: Band\_1

1:2,662



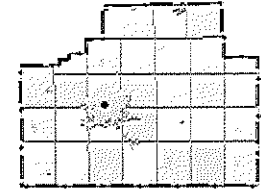
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**Notes**

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AERIAL PHOTO SHOWING BOUNDARY OF AREA REQUIRING RESTRICTION



### Legend

- Parcels
- Interstates
- US\_Highways
- State\_Highways
- County\_Highways
- County\_Rd
- City\_Streets
  - ALLEY
  - CITY\_ARTERIAL
  - CITY\_COLLECTOR
  - CITY\_STREET
  - PRIVATE\_STREET
- Railroad
- County
- Major\_Contours\_10ft
- Minor\_Contours\_2ft
- + Spot\_Elevation
- + Water\_Elevation
- NAIP\_2011.sid
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- NAIP\_2010.sid
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- NAIP\_2009.sid
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

1: 1,661



0.1 0 0.03 0.1 Miles

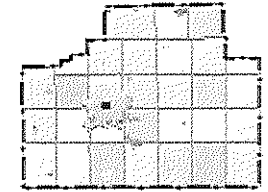
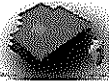
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### Notes





### Legend

- ▭ Parcels
- Interstates
- US\_Highways
- State\_Highways
- County\_Highways
- County\_Rd
- City\_Streets
  - ALLEY
  - CITY\_ARTERIAL
  - CITY\_COLLECTOR
  - CITY\_STREET
  - PRIVATE\_STREET
- + Railroad
- ▭ County
- Major\_Contours\_10ft
- + Water\_Elevation
- NAIP\_2011.sid
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- NAIP\_2010.sid
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- NAIP\_2009.sid
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- Imagery\_2005
  - Red: Band\_1

1: 3,820



0.1 0 0.06 0.1 Miles

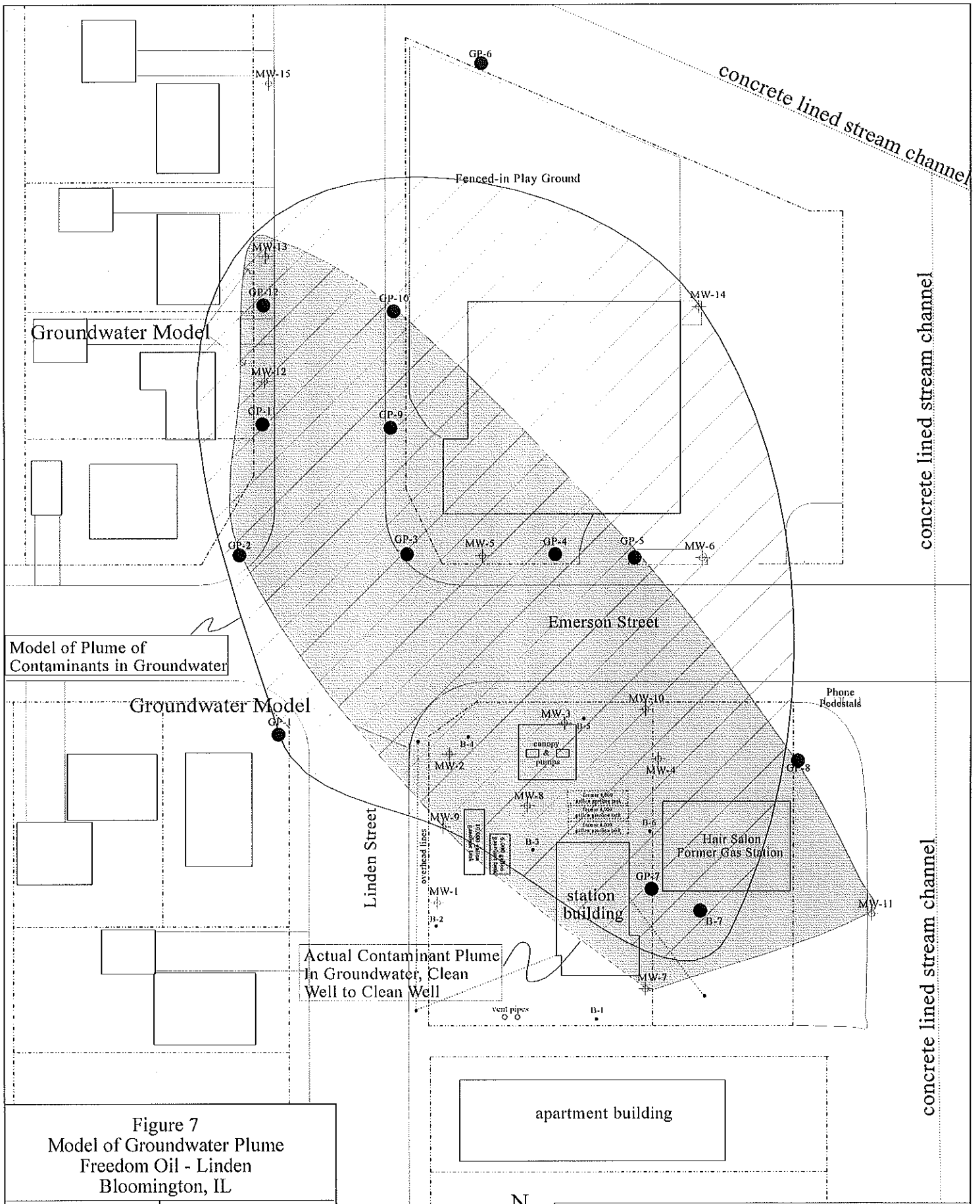
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### Notes

MAP SHOWING THE GROUNDWATER MODEL



**Figure 7**  
**Model of Groundwater Plume**  
**Freedom Oil - Linden**  
**Bloomington, IL**

Date: 12/05/11	Drawn By: PLS
Project No: 02-47	Approved: AMG

Midwest Environmental Consulting  
 & Remediation Services, Inc.

0' APPROXIMATE SCALE 50'



**Legend**

- MW-1 Groundwater Monitoring Well
- B-2 Soil Boring Location
- GeoProbe Boring



CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of Amending the City Code Provisions on Lake Lease to update the terms, duration, and rental rates.

**RECOMMENDATION/MOTION:** Recommend that the Ordinance Amending the City Code on Lake Leases be approved and the Mayor and City Clerk be authorized to execute the Ordinance.

**STRATEGIC PLAN LINK:** Goal 1. Financially Sound City Providing Quality Basic Services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City Services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** The City owns Lake Bloomington and the surrounding marginal lands. The City leases portions of the marginal land to Tenants and, from time to time, the City receives requests to transfer leases between parties. The City Code requires that City approve all lease transfers and the City Clerk makes available a lease transfer packet to any Tenants seeking a transfer. The current transfer lease is a form previously approved by the City Council, however, it contains an end date of December 31, 2131, which is contrary to the City Code which provides no lease shall extend beyond January 1, 2032. Although the City started the practice of allowing lease renewals that go beyond January 1, 2032, the actual City Code provision was never updated.

Based on previous City practice, as well as 2032 now only being 17-years away and thus an insufficient period to satisfy banking and mortgage requirements, it is recommended the applicable portion of the City Code be updated to match the current lease transfer end date of December 31, 2131.

In order to maintain compliance with City Code it is also recommended that additional language be added to Chapter 23, Section 58 to allow City to permit the lease rate increases, as well as, carve out lease rate options for non-for-profit organizations. Due to current language within the leases, the original lease rates be allowed until the original lease end date of January 1, 2032, but upon the ordinance becoming effective, the City will be allowed to update the rates once they are renewed.

The ordinance changes will take effect January 1, 2016. Once effective, the City will provide updated lease terms for renewals and will also update the Lake Lease Transfer Packet.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Lake Bloomington Association.

**FINANCIAL IMPACT:** Not applicable

**FUTURE OPERATIONAL COSTS ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Special Projects

Reviewed by: Robert Yehl, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- An Ordinance Amending the City Code provisions on Lake Leases

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Motion: Recommend that the Ordinance Amending the City Code on Lake Leases be approved and the Mayor and City Clerk be authorized to execute the Ordinance.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

**ORDINANCE 2015 - \_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE PROVISIONS  
ON LAKE LEASES**

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

**SECTION 1.** That Chapter 23, Section 56 of Article II of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

**Section 56: Authority of City to Lease Generally; Term of Lease, Etc.**

Portions of the marginal land around Lake Bloomington not required, reserved or used exclusively for other public purposes may be leased from time to time, jointly or severally to custodians of good reputation and character, for periods not extending beyond ~~the year 2032~~ each January 1, 2131, for such rentals and on such other terms and conditions and conferring and imposing on such custodians such powers and duties as the City may deem best to protect the impounding reservoir or artificial lake from pollution or other injury and to better provide for the care, maintenance, improvement and beautification of such artificial lake and of the surrounding zone of land and subject to such regulations as may be from time to time determined by the Council of the City.

**SECTION 2.** That Chapter 23, Section 58 of Article II of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

The City may negotiate or cause to be negotiated any and all leases covered by this Division; to give receipts for down payments to apply thereon; to update rental payment terms and/or automatic increases in approved lease extensions, new leases, or transfers; to allow nonprofit organizations to apply for variances from the standard lease terms specific rental payments; to enforce leases in all lawful ways; to accept the surrender of and to terminate tenancies; to cancel leases and to make settlement and adjustments in reference thereto; and to evaluate and sell to any custodian all-rights and interest of the City in any dwelling house or other improvement, not required for the protection of the lake, on any real estate theretofore or about to be leased; but any such receipt for down payments shall confer on the holder thereof no right, except to receive repayment of the amount so paid, if the proper officers of the City elect not to execute a lease pursuant thereto.

**SECTION 3.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 5.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 6.** This ordinance shall be effective January 1, 2016.

**SECTION 7.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 21<sup>st</sup> day of December, 2015.

APPROVED this \_\_\_\_ day of December, 2015.

**CITY OF BLOOMINGTON**

**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffery R. Jurgens, Corporate Counsel



**CONSENT AGENDA ITEM NO. 7I**

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 26, Block 2 of Camp Kickapoo, from Stanley R. Hoselton Trust to Anvil Real Estate, Inc.

**RECOMMENDATION/MOTION:** That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services.

**BACKGROUND:** The sewage disposal system inspection was completed in October 2015. There is no house on this property, although there is a permit on file at the McLean County Health Department from 1949. An extensive amount of time probing on the lot in the area indicated on the diagram from 1949 was completed. There appears to be no evidence of a legal functioning Septic System on the lot. If there is future plans to build on this Lot there would need to be an approved Septic System Plan on file with the City of Bloomington and the Mclean County Health Department. Currently a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$228.02 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lease Income account (50100140 – 57590). Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Program” on page 128.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

Reviewed by: Robert D. Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager



Legal review by:

Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Lake Lease Transfer Petition dated July 2<sup>nd</sup>, 2015
- Septic Report dated October 29<sup>th</sup>, 2015
- Aerial Map

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Motion: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

## MEMO

TO: Connie Fralick, Water Dept.  
FROM: Andrew Coffey, Support Staff IV  
DATE: November 12, 2015  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 26 in Block 2 in Camp Kickapoo, from the Stanley R Hoselton Trust to Anvil Real Estate, Inc. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$57,006. The Lake Lease is currently at a flat rate of \$15. The lake lease rate will change to 40 cents per \$100 EAV, generating \$228.02 in revenue. The PIN number is 08-06-303-005.

Please prepare a Council memorandum for December 14, 2015 meeting. The deadline for this meeting is **Tuesday, December 1st at 12:00 pm.**

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

**BENJAMIN H. ROTH**

ATTORNEY AT LAW  
205 EAST GRIDLEY RD, SUITE 2  
P.O. BOX 490  
GRIDLEY, ILLINOIS 61744  
PHONE: 309-747-2230  
FAX: 309-747-3433

July 2, 2015

City Clerk  
City of Bloomington  
109 E. Olive St.  
Bloomington, IL 61701

Re: Lake Bloomington Lease Transfer Request

Dear City Clerk,

Please find the enclosed Petition and two copies of a Lake Bloomington Lease requesting Transfer from the Stanley R. Hoselton Trust to Anvil Real Estate, Inc, along with the filing fee of \$100.00.

There is no septic system on the lot.

Please call if you have any questions.

Sincerely,



Benjamin H. Roth

BHR/mk  
Enclosed: as stated

Needs report  
showing septic  
has been  
removed. They  
working on it.  
Done 11-12

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:  
Lot 26 Block 2 of Camp Kickapoo,

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Stuart J. Hoselton, Steven D. Hoselton and Scott A. Hoselton, as Successor Co-Trustees under the provisions of a Trust Agreement Restated in 2000 and known as The Stanley R. Hoselton Trust (Sellers Name)

To: Anvil Real Estate, Inc., An Illinois Corporation, Steven Hoselton, President (Buyers Name)

Stuart J. Hoselton  
Steven D. Hoselton  
Scott A. Hoselton

(Signatures of Seller)

\*\*\*\*\*

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Steven Hoselton, President of Anvil Real Estate, Inc. (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Stuart J. Hoselton, Steven D. Hoselton and Scott A. Hoselton, as Successor Co-Trustees under the provisions of a Trust Agreement Restated in 2000 and known as The Stanley R. Hoselton Trust (Seller)

In and to the Lease made on the (Date) \_\_\_\_\_ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said Stuart J. Hoselton, Steven D. Hoselton and Scott A. Hoselton, as Successor Co-Trustees under the provisions of a Trust Agreement Restated in 2000 and known as The Stanley R. Hoselton Trust (Seller) has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

Steven Hoselton, President Anvil Real Estate, Inc.  
(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 26  
BLOCK 2 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Stanley R. Hoselton Trust in and to the premises known as Lot 26 Block 2 in Camp Kickapoo, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Mayor

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Anvil Real Estate, Inc., An Illinois Corporation

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of \_\_\_\_\_, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 26 in Block 2 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. Pin 08-06-303-005

- 2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

- 3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100-

~~EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

- 3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV.

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

City of Bloomington  
City Hall  
109 E. Olive Street  
Bloomington, IL 61701

Steven Hoselton  
500 S. Spencer St.  
Lexington, IL 61753

---

Lessee Billing Address

Steven Hoselton  
500 S. Spencer St.  
Lexington, IL 61753

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: \_\_\_\_\_

Its Mayor

Steven D. Hoselton, Pres

Attest: \_\_\_\_\_

ANVIL REAL ESTATE, INC.

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



**EVALUATION REPORT FOR A MCLEAN COUNTY  
PRIVATE SEWAGE DISPOSAL SYSTEM**

For Office Use Only

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

***This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.***

**1. Current Owner Information:**

Name: Steve Hoselton  
 Address: % Benjamin Roth Att  
205E Gridley Rd, Gridley, IL 61774  
 Phone #: Day 309-747-2230 Home \_\_\_\_\_

**2. Requestor Information:**

Name: Same  
 Address: \_\_\_\_\_  
 Phone #: Day \_\_\_\_\_ Home \_\_\_\_\_

**3. Property Information:**

Parcel Number (Tax ID): ( ) 08-06-303-005 Date Evaluation Performed: 10-24-15  
 Address of property evaluated: 18336 Kickapoo, Hudson Sub. & Lot: \_\_\_\_\_  
 Permit available from Health Dept.: Yes  No  Permit #: 49-7261

**4. Interview Information:**

Person interviewed: NA Original owner: Yes  No   
 Age of home (years): NA Intended for seasonal use: Yes  No   
 Date last occupied: NA Number of occupants: NA  
 Has tank ever been pumped: Yes  No  If yes, how often: NA

**5. Interior Evaluation:**

Number of bedrooms: NA Garbage disposal: Yes  No   
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
 Water softener discharges to: NA Clothes washer discharges to: NA  
 Dishwasher discharges to: NA Hot tub discharges to: NA  
 Basement plumbing fixtures: Discharge locations:  
 a. NA a. \_\_\_\_\_  
 b. \_\_\_\_\_ b. \_\_\_\_\_  
 c. \_\_\_\_\_ c. \_\_\_\_\_  
 d. \_\_\_\_\_ d. \_\_\_\_\_  
 Basement floor drains discharge to: NA Garage floor drains discharge to: NA  
 Sump pit/pump discharges to: NA Downspouts discharge to: NA

**6. Exterior Evaluation Points:**

**A. SEPTIC TANK(s) -- This Section N/A**

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A <input checked="" type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: _____ inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: _____ gallons Type: _____			Size: _____ gallons Type: _____		
Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>
Type: _____			Type: _____		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

**B. SEEPAGE FIELD -- This Section N/A**

Depth to top of field: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of field: \_\_\_\_\_ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in trench : _____ inches		

**C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A**

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

**D. SEEPAGE BED -- This Section N/A**

Depth to top of bed: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of bed: \_\_\_\_\_ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed : _____ inches		

**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: \_\_\_\_\_ inches  
 Square feet of sand filter: \_\_\_\_\_ square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* \_\_\_\_\_

**F. PUMP OR LIFT STATION -- This Section N/A**

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: \_\_\_\_\_

Alarm properly working with audio and visual functions:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_

Size of unit: \_\_\_\_\_ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: \_\_\_\_\_

Alarm present:

Alarm location: \_\_\_\_\_

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field  Seepage bed  Sand filter  Other: \_\_\_\_\_

If other, what method of chlorination is used: \_\_\_\_\_

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* \_\_\_\_\_

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

**Comments:**

**This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.**

*There is no house on this Property. Although there is a Permit on file at the McLean County Health Department from 1949 , I spent an extensive amount of time probing on the Lot in the area indicated on the Diagram from 1949, there appears to be no evidence of a Legal functioning Septic System on this Lot. If there are future plans to build on this Lot there would need to be an approved Septic System Plan on file with the City of Bloomington and the McLean County Health Department.*

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

*Dale L. Williamson*

Inspector's Name (print)

*Dale L. Williamson*

Signature

*10-29-15*

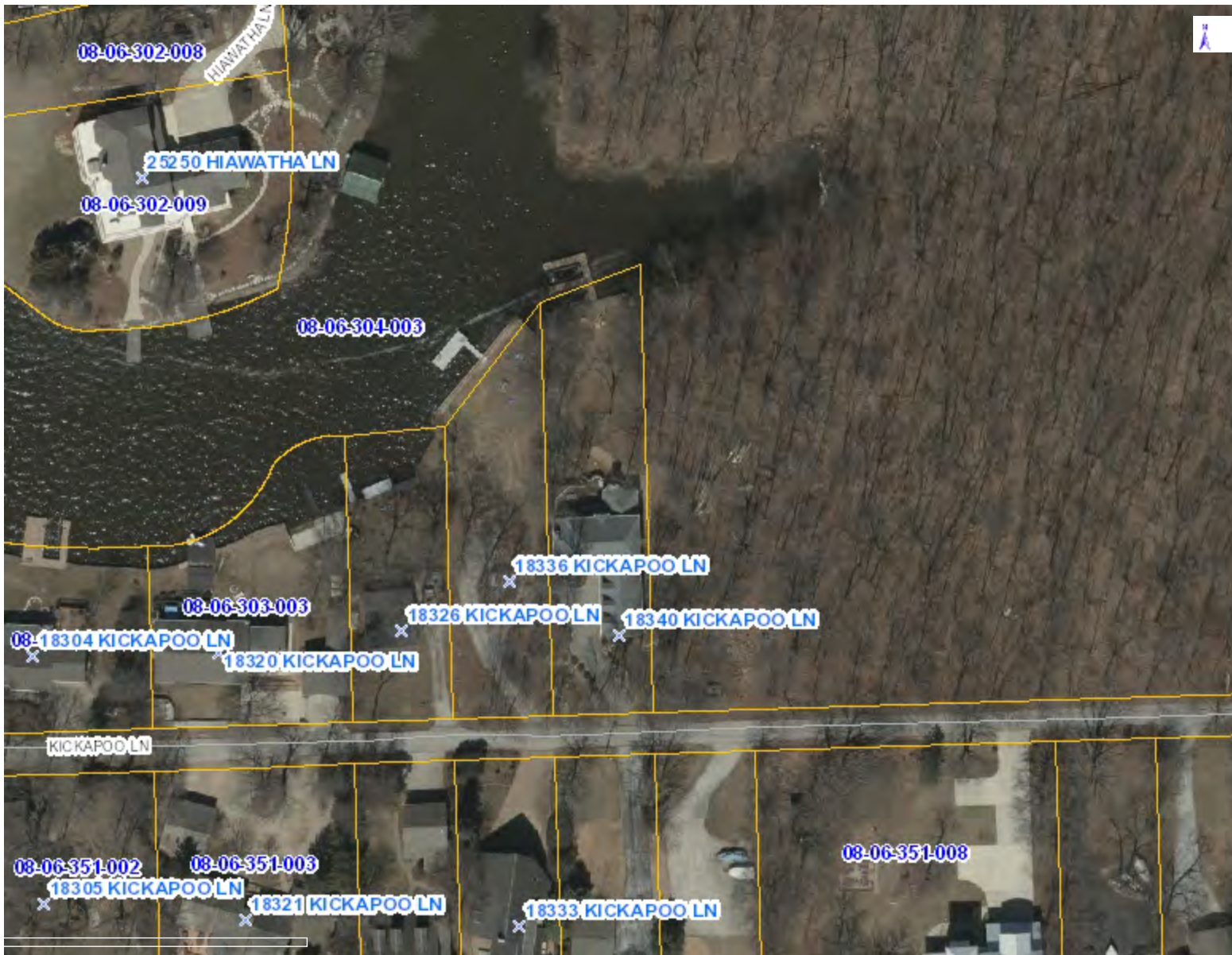
Date

18340 Kickapoo Ln.  
Lot: 26, 27  
Block: 2  
Camp: Kickapoo

18326

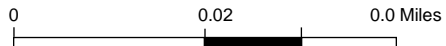
18340





### Legend

- Address
  - × COB
  - × ETSB
  - × OTHR
  - × TON
- Parcels
- Condo\_Improve
- Interstates
- US\_Highways
- State\_Highways
- County\_Highways
- Minor\_Arterial
- Major\_Collector
- Minor\_Collector
- Local\_Road\_Street
- Alleys
- Private\_Streets
- Railroad
- County



1: 1,442

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### Notes

# REGULAR AGENDA





CITY OF  
*Bloomington* ILLINOIS  
REGULAR AGENDA ITEM 8A

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of approving Resolutions for the abatements of property taxes for the 2015 Tax Levy.

- A. A Resolution abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.
- B. A Resolution Abating Tax Levy For Rent Payable Under Lease Agreement Between The Public Building Commission, Mclean County And The City Of Bloomington For The Old Champion Building And The Expansion Of The Parking Garage.

**RECOMMENDATION/MOTION:** That the Resolutions for the abatement of a total \$6,933,026.29 of property taxes for the 2015 tax levy for debt service and rent payments be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Financially Sound City Providing Quality Basic Services

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services

**BACKGROUND:** The adoption of the following Resolution(s) are required to abate property tax for debt service and rental payments the City intends to pay from funding sources other than property tax revenue. The City's bond ordinances secure issued debt with property tax revenue; unless sufficient funds are available elsewhere to secure the debt. This covenant which guarantees payment to investors increases the marketability of City bonds and reaps potentially lower interest rates on debt service payments. A Council action is required to abate the Bond & Interest portion of the tax levy which must be filed with the County Clerk's office. We recommend abating \$6,933,026.29 of the 2015 tax levy for annual debt service and rental payments whereas the City has funds set aside to cover this balance.

	Current Levy Amount as per County Clerk	Abated these Resolutions	Balance to be Levied for 2015
2004 Multi Project Bond	\$ 1,223,405.79	\$ 1,223,405.79	\$ -
PBC Lease	\$ 1,980,235.00	\$ 1,980,235.00	\$ -
2005 GO Bond	\$ 741,973.00	\$ 741,973.00	\$ -
2007 GO Bond	\$ 274,988.00	\$ -	\$ 274,988.00
2009 GO Bond	\$ 118,400.00	\$ -	\$ 118,400.00
2011 GO Bond	\$ 1,196,775.00	\$ 544,520.00	\$ 652,255.00
2012 Taxable GO Bond	\$ -	\$ -	\$ -
2013A Refunding Bond	\$ 1,134,500.00	\$ -	\$ 1,134,500.00
2013B & 2013C GO Bonds	\$ 1,160,250.00	\$ 1,160,250.00	\$ -
2014A & 2014B Bonds	\$ 1,282,642.50	\$ 1,282,642.50	\$ -
Total	\$ 9,113,169.29	\$ 6,933,026.29	\$ 2,180,143.00

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The City will abate \$6,933,026.29 in annual debt service and rent and levy only \$2,180,143 in the 2015 property tax levy or approximately 25% of total annual debt service. The City has historically levied \$2,180,143 for debt service since levy year 2008 or for the last 8 years.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant  
 Financial & budgetary review by: Patti-Lynn Silva, Finance Director  
 Legal review by: Kyle Harding, Bond Counsel, Chapman & Cutler  
 Recommended by:



David A. Hales  
 City Manager

**Attachments:**

- Resolution 2015-
- Resolution 2015-

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Motion: That the resolutions for the abatement of \$6,933,026.29 of property taxes for the 2015 tax levy for debt service and rent payments be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: \_\_\_\_\_

Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

**RESOLUTION NO. 2015-\_\_\_\_\_**

A RESOLUTION abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.

\* \* \*

WHEREAS, the City Council (the "*City Council*") of the City of Bloomington, McLean County, Illinois (the "*City*"), by ordinances of the City Council adopted on the 14<sup>th</sup> day of July, 2014, 14<sup>th</sup> day of October, 2013, 27<sup>th</sup> day of February, 2012, 23<sup>rd</sup> day of May, 2011, 9<sup>th</sup> day of November, 2009, 23<sup>rd</sup> day of July, 2007, 24<sup>th</sup> day of October, 2005, 27<sup>th</sup> day of September, 2004, and 6<sup>th</sup> day of June, 2003 (as supplemented, the "*Bond Ordinances*"), has heretofore issued and has outstanding its general obligation bonds, as further described on Exhibit A attached hereto (collectively, the "*Bonds*"); and

WHEREAS, duly certified copies of the Bond Ordinances were filed in the office of the County Clerk of The County of McLean, Illinois (the "*County Clerk*"); and

WHEREAS, the City Council has determined and does hereby determine that the City has funds on hand and lawfully available (the "*Available Funds*") to pay all or a portion of the principal of and interest on the Bonds due on December 1, 2016, and on June 1, 2017 (collectively, the "*Debt Service Payments*"); and

WHEREAS, the City Council has further determined and does hereby further determine that it is necessary and in the best interests of the City to apply the Available Funds to the Debt Service Payments and abate all or a portion of the taxes heretofore levied in the Bond Ordinances for the year 2015 for the Debt Service Payments; and

WHEREAS, the Available Funds have been deposited to the credit of the bond and interest funds of the City established pursuant to the Bond Ordinances for the purpose of paying principal of and interest on the Bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Abatement of Tax.* The taxes heretofore levied in the Bond Ordinances for the year 2015 shall be abated by the amount of the Available Funds, as more particularly described in Exhibit B attached hereto.

*Section 3. Filing of Resolution.* Forthwith upon the adoption of this Resolution, the City Clerk shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate the taxes heretofore levied in the Bond Ordinances for the year 2015 in accordance with the provisions hereof.

*Section 4. Effective Date.* This Resolution shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

ADOPTED by the City Council on December 21, 2015.

APPROVED on December \_\_\_\_, 2015.

**CITY OF BLOOMINGTON**

**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffery R. Jurgens, Corporate Counsel

**EXHIBIT A**

**THE BONDS, DESCRIBED AS FOLLOWS:**

**I. TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A**

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B**

Original principal amount: \$14,920,000 – Series 2013A  
\$9,700,000 – Series 2014B

Dated: September 4, 2014

Originally issued: September 4, 2014

Amount outstanding: \$23,580,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

**\$14,235,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A**

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2016	\$415,000	3.00
2017	480,000	3.00
2018	565,000	3.00
2019	645,000	3.00
2020	635,000	3.00
2021	735,000	3.00
2022	845,000	3.00
2023	935,000	3.00
2024	900,000	3.15
2025	675,000	3.75
2026	695,000	3.75
2027	725,000	3.75
2028	755,000	3.75
2029	785,000	3.75
2030	815,000	4.15
2031	850,000	4.15
2032	890,000	4.15
2033	925,000	4.15
2034	965,000	4.15

**\$9,345,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B**

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2016	\$100,000	3.00
2018	100,000	3.00
2020	160,000	3.00
2021	160,000	3.00
2022	160,000	3.00
2023	150,000	3.00
2024	320,000	3.00
2025	700,000	3.00
2026	820,000	3.00
2027	930,000	3.00
2028	1,050,000	3.00
2029	535,000	3.25
2030	630,000	3.50
2031	720,000	3.75
2032	830,000	3.75
2033	930,000	3.75
2034	1,050,000	3.75

## II. GENERAL OBLIGATION BOND, SERIES 2013C

Original principal amount: \$9,225,000 – Series 2013C  
Dated: November 12, 2013  
Originally issued: November 12, 2013  
Amount outstanding: \$8,295,000

Maturing on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2016	\$950,000	2.00
2017	970,000	2.00
2018	990,000	2.00
2019	1,015,000	3.00
2020	1,045,000	3.00
2021	1,075,000	3.00
2022	1,110,000	3.00
2023	1,140,000	3.00



### III. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A

Original principal amount: \$7,800,000  
Dated: October 29, 2013  
Originally issued: October 29, 2013  
Amount outstanding: \$5,730,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2016	\$965,000	3.00
2017	965,000	4.00
2018	970,000	4.00
2019	720,000	4.00
2020	725,000	3.00
2021	720,000	3.00
2022	335,000	3.00
2023	330,000	3.00

**IV. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011**

Original principal amount: \$5,075,000  
Dated: June 9, 2011  
Originally issued: June 9, 2011  
Amount outstanding: \$2,955,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2016	\$1,170,000	3.00%
2017	1,140,000	3.00%
2018	645,000	3.50%

**V. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009**

Original principal amount: \$2,840,000  
Dated: November 30, 2009  
Originally issued: November 30, 2009  
Amount outstanding: \$2,840,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2025	\$840,000	4.125
2026	1,000,000	4.125
2027	1,000,000	4.250

## VI. GENERAL OBLIGATION BONDS, SERIES 2007

Original principal amount:	\$10,000,000
Dated:	August 29, 2007
Originally issued:	August 29, 2007
Amount outstanding:	\$8,275,000

Maturing (or subject to mandatory redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2016	\$345,000	4.250
2017	355,000	4.250
2018	370,000	4.000
2019	390,000	4.125
2020	405,000	4.125
2021	420,000	4.125
2022	435,000	4.125
2023	455,000	4.250
2024	475,000	4.250
2025	495,000	4.375
2026	520,000	4.375
2027	540,000	4.375
2028	560,000	4.500
2029	585,000	4.500
2030	615,000	4.500
2031	640,000	4.500
2032	670,000	4.500

## VII. GENERAL OBLIGATION BONDS, SERIES 2005

Original principal amount:	\$9,900,000
Dated:	November 10, 2005
Originally issued:	November 10, 2005
Amount outstanding:	\$6,105,000

Maturing on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2016	\$510,000	3.875
2017	530,000	3.875
2018	550,000	3.875
2019	570,000	3.875
2020	595,000	3.875
2021	620,000	3.950
2022	640,000	4.000
2023	670,000	4.050
2024	695,000	4.050
2025	725,000	4.100

### VIII. GENERAL OBLIGATION DEMAND BONDS, SERIES 2004

Original principal amount:	\$15,600,000
Dated:	October 13, 2004
Originally issued:	October 13, 2004
Amount outstanding:	\$8,900,000

Maturing (or subject to redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)<sup>1</sup></u>
2016	\$800,000	
2017	900,000	
2018	900,000	
2019	900,000	
2020	1,000,000	
2021	1,000,000	
2022	1,100,000	
2023	1,100,000	
2024	1,200,000	

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<sup>1</sup> The bonds bear interest at a weekly floating rate (unless converted to a fixed interest rate)

**EXHIBIT B**

**TAXES LEVIED AND TO BE ABATED:**

**I. TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A**

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$3,200,000.00	\$1,917,357.50	\$1,282,642.50	\$0.00
2016	3,200,000.00	1,746,757.50	0.00	1,453,242.50
2017	3,200,000.00	1,786,707.50	0.00	1,413,292.50
2018	3,200,000.00	1,656,057.50	0.00	1,543,942.50
2019	3,200,000.00	1,579,907.50	0.00	1,620,092.50
2020	3,200,000.00	1,496,757.50	0.00	1,703,242.50
2021	3,200,000.00	1,446,907.00	0.00	1,753,093.00
2022	3,200,000.00	1,344,457.50	0.00	1,855,542.50
2023	3,200,000.00	1,227,407.50	0.00	1,972,592.50
2024	3,200,000.00	1,133,720.00	0.00	2,066,280.00
2025	3,200,000.00	1,044,382.50	0.00	2,155,617.50
2026	3,200,000.00	949,470.00	0.00	2,250,530.00
2027	3,200,000.00	1,494,282.50	0.00	1,705,717.50
2028	3,200,000.00	1,416,107.50	0.00	1,783,892.50
2029	3,200,000.00	1,346,980.00	0.00	1,853,020.00
2030	3,200,000.00	1,259,255.00	0.00	1,940,745.00
2031	3,200,000.00	1,192,315.00	0.00	2,007,685.00
2032	3,200,000.00	1,105,577.50	0.00	2,094,422.50

**II. TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B**

**GENERAL OBLIGATION BONDS, SERIES 2013C**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$1,700,000.00	\$539,750.00	\$1,160,250.00	\$0.00
2016	1,700,000.00	538,950.00	0.00	1,161,050.00
2017	1,700,000.00	538,550.00	0.00	1,161,450.00
2018	1,700,000.00	538,675.00	0.00	1,161,325.00
2019	1,700,000.00	539,575.00	0.00	1,160,425.00
2020	1,700,000.00	541,375.00	0.00	1,158,625.00
2021	1,700,000.00	539,150.00	0.00	1,160,850.00
2022	1,700,000.00	542,900.00	0.00	1,157,100.00
2023	1,700,000.00	1,700,000.00	0.00	0.00
2024	1,700,000.00	1,700,000.00	0.00	0.00
2025	1,700,000.00	1,700,000.00	0.00	0.00
2026	1,700,000.00	1,700,000.00	0.00	0.00
2027	1,700,000.00	1,700,000.00	0.00	0.00



**III. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$1,600,000.00	\$465,500.00	\$0.00	\$1,134,500.00
2016	1,600,000.00	499,100.00	0.00	1,100,900.00
2017	1,600,000.00	787,900.00	0.00	812,100.00
2018	1,600,000.00	811,700.00	0.00	788,300.00
2019	1,600,000.00	838,450.00	0.00	761,550.00
2020	1,600,000.00	1,245,050.00	0.00	354,950.00
2021	1,600,000.00	1,260,100.00	0.00	339,900.00

**IV. TAXABLE GENERAL OBLIGATION BONDS, SERIES 2012**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$3,500,000.00	\$3,500,000.00	\$0.00	\$0.00

**V. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX HERETOFORE ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$2,500,000.00	\$1,303,225.00	\$544,520.00	\$652,255.00
2016	2,500,000.00	1,832,425.00	0.00	667,575.00
2017	2,500,000.00	2,500,000.00	0.00	0.00
2018	2,500,000.00	2,500,000.00	0.00	0.00
2019	2,500,000.00	2,500,000.00	0.00	0.00
2020	2,500,000.00	2,500,000.00	0.00	0.00
2021	2,500,000.00	2,500,000.00	0.00	0.00
2022	2,500,000.00	2,500,000.00	0.00	0.00
2023	2,500,000.00	2,500,000.00	0.00	0.00

**VI. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$118,400.00	\$0.00	\$118,400.00
2016	118,400.00	0.00	118,400.00
2017	118,400.00	0.00	118,400.00
2018	118,400.00	0.00	118,400.00
2019	118,400.00	0.00	118,400.00
2020	118,400.00	0.00	118,400.00
2021	118,400.00	0.00	118,400.00
2022	118,400.00	0.00	118,400.00
2023	958,400.00	0.00	958,400.00
2024	1,083,750.00	0.00	1,083,750.00
2025	1,042,500.00	0.00	1,042,500.00

**VII. GENERAL OBLIGATION BONDS, SERIES 2007**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX PREVIOUSLY ABATED (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$875,000.00	\$600,012.00	\$0.00	\$274,988.00
2016	875,000.00	600,962.00	0.00	274,038.00
2017	875,000.00	596,762.00	0.00	278,238.00
2018	875,000.00	598,156.00	0.00	276,844.00
2019	875,000.00	599,756.00	0.00	275,244.00
2020	875,000.00	601,562.00	0.00	273,438.00
2021	875,000.00	598,575.00	0.00	276,425.00
2022	875,000.00	601,225.00	0.00	273,775.00
2023	875,000.00	599,087.00	0.00	275,913.00
2024	875,000.00	597,618.00	0.00	277,382.00
2025	875,000.00	601,587.00	0.00	273,413.00
2026	875,000.00	600,775.00	0.00	274,225.00
2027	875,000.00	600,675.00	0.00	274,325.00
2028	875,000.00	601,025.00	0.00	273,975.00
2029	875,000.00	601,825.00	0.00	273,175.00
2030	875,000.00	598,075.00	0.00	276,925.00

**VIII. GENERAL OBLIGATION BONDS, SERIES 2005**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$741,973.00	\$741,973.00	\$0.00
2016	741,823.00	0.00	741,823.00
2017	740,898.00	0.00	740,898.00
2018	739,198.00	0.00	739,198.00
2019	741,626.00	0.00	741,626.00
2020	742,853.00	0.00	742,853.00
2021	737,808.00	0.00	737,808.00
2022	741,440.00	0.00	741,440.00
2023	738,799.00	0.00	738,799.00
2024	739,863.00	0.00	739,863.00

**IX. GENERAL OBLIGATION DEMAND BONDS, SERIES 2004**

<u>LEVY YEAR</u>	<u>AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE (\$)</u>	<u>AMOUNT OF TAX NOW ABATED (\$)</u>	<u>AMOUNT OF TAX TO BE EXTENDED (\$)</u>
2015	\$1,223,405.79	\$1,223,405.79	\$0.00
2016	1,187,999.96	0.00	1,187,999.96
2017	1,152,000.01	0.00	1,152,000.01
2018	1,216,396.14	0.00	1,216,396.14
2019	1,175,677.21	0.00	1,175,677.21
2020	1,235,999.96	0.00	1,235,999.96
2021	1,191,999.99	0.00	1,191,999.99
2022	1,248,088.03	0.00	1,248,088.03

State of Illinois            )  
  ) SS  
COUNTY OF MCLEAN    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, there was filed in my office a duly certified copy of a resolution, numbered 2015-\_\_\_\_, and entitled:

A RESOLUTION abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.

(the “*Resolution*”) duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the “*City*”), on the 21st day of December, 2015, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of the City’s outstanding general obligation bonds, as described in the Resolution, will be abated as provided in the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

[SEAL]



**RESOLUTION NO. 2015 -**

**A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION BUILDING AND THE EXPANSION OF THE PARKING GARAGE**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001 – 121, Ordinance No. 2003 – 125, and Ordinance No. 2015 - 50 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement the “Lease” with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed November 13, 2001, December 22, 2003, and July 27, 2015; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2015, payable in year 2016 to make rental payments due under the Lease; and

WHEREAS, although the City levied \$1,980,235 for the year 2015 to make payments due under the Lease in 2016, the amount of the City’s rental payment due under the Lease in 2016 is \$1,135,284; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay such rental payment.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2015, payable in 2016 of \$1,980,235 on account of the Lease is hereby abated in its entirety, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2015.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 21st day of December, 2015.

APPROVED this \_\_\_\_ day of December, 2015.

**CITY OF BLOOMINGTON**

**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk



## CONSENT AGENDA ITEM NO. 8B

FOR COUNCIL: December 21, 2015

**SUBJECT:** Consideration of adoption of an ordinance for Case SP-05-15 Petition requesting approval of a Special Use Permit to allow the operation of an antique store for the property located at 403-405 E. Locust Street.

**RECOMMENDATION/MOTION:** That an Ordinance be adopted for Case SP-05-15 for the Special Use Permit for an antique store at 403-405 E. Locust Street, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** The proposal is linked to Goal 3, Grow the Local Economy and Objective C, Revitalization of older commercial areas and Objective D, Expanded retail business.

**STRATEGIC PLAN SIGNIFICANCE:** The Special Use Permit allows for infill development and provides walk-to retail

### **BACKGROUND:**

Per Section 44.6-30, an Antique Store is not an allowable use in the R-3A zoning district. The petitioner has filed a Special Use application under the provisions of 44.4-6(D)(3) which describes the continuance of an existing nonconforming use. This Section requires the Zoning Board of Appeals to find "that the proposed use is less nonconforming or more compatible to the district than the existing nonconforming use." The first floor of the property is commercial in appearance and has been used for various retail and services uses over the last several decades. The most recent legal uses include a beauty shop, a tax preparation office and a counseling facility. The petitioner does not propose to make any structural alterations to the exterior of the property.

The burden is on the petitioner to establish "less nonconforming" or "more compatible." For comparison purposes, staff researched parking ratios as a surrogate for measuring levels of impact. In Bloomington, the off-site parking ratio is the same for both beauty shops and antique stores, at 1 space per 250 square feet; therefore, one may assume the two uses are thought to have a similar impact. Identical ratios are found in Peoria and Urbana, with the same inference of similar impact. However, a quick look outside of Illinois produces different results: Chatham County, New York, requires beauty shops to have twice the parking of similarly sized antique stores; suggesting antique stores are seen as less impactful. This is by no means a scientific survey but provides a glimpse into the thinking of other communities.

Other steps may be taken to reduce impact, improve compatibility and make the use less nonconforming. For example, the ZBA may recommend limiting operating hours and prohibiting "flea market" style group sales events.

### **ZONING BOARD OF APPEALS**

This case was before the Zoning Board of Appeals for a public hearing and review on November 18, 2015. No citizens, outside of the applicant, spoke in favor; one citizen expressed concern

over the impact of a retail use in a residential area but seemed satisfied with a limitation on hours. The Board recommended approval by unanimous vote with the condition that business hours be restricted to not exceed 8:00AM to 6:00PM, Monday through Friday, and 10:00AM to 5:00PM on Saturday and Sunday. This recommendation is largely consistent with staff's position.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 123 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** The proposal returns the long-vacant first floor to an active and productive use that could result in revenues for the city.

Respectfully submitted for Council consideration.

Prepared by: Courtney Kashima, MUSE Community Design

Reviewed by: Tom Dabareiner, Community Development Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Zoning Board of Appeals Report for 11-18-15
- Zoning Board of Appeals Minutes for 11-18-15
- Ordinance for Special Use Permit
- Location Map
- Map where Neighboring Property Owners Notified

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Motion: That an Ordinance be adopted for Case SP-05-15 to allow the operation of an antique store for the property located at 403-405 E. Locust Street, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: \_\_\_\_\_

Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Painter							
				Mayor Renner			

**CITY OF BLOOMINGTON  
REPORT FOR THE BOARD OF ZONING APPEALS  
NOVEMBER 18, 2015**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
SP-05-15 403-405 E. Locust Street	Special Use to allow an antique store	Courtney Kashima, AICP

**REQUEST**

The petitioner is seeking a special use to allow an antique store in an R-3A district.

**NOTICE**

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

**GENERAL INFORMATION**

Owner and Applicant: Jonah Smith

**PROPERTY INFORMATION**

Existing Zoning: R-3A, Multiple-Family Residence District  
 Existing Land Use: Residential dwelling with vacant first floor commercial space  
 Property Size: 405 E. Locust (lot with structure) is approximately 4560 square feet; 403 E. Locust (parking lot) is approximately 9576 square feet  
 PIN: 21-04-253-004 and 21-04-253-015

**Surrounding Zoning and Land Uses**

Zoning

North: R-2, Mixed Residence District  
 South: R-2, Mixed Residence District  
 East: R-3A, Multiple-Family Residence District  
 West: R-3A, Multiple-Family Residence District

Land Uses

North: Single and Multi-Family Residences  
 South: Multi-Family Residence  
 East: Single-Family Residence  
 West: Multi-Family Residence

**Analysis**

Submittals

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

1. Application for a Special Use
2. Aerial photographs
3. Site visit

## **PROJECT DESCRIPTION**

The subject site is commonly known as 403-405 E. Locust Street located between N. McLean Street and N. Evans Street and is comprised of two parcels that straddle an alley. The property at 405 E. Locust is improved with a two story structure—residential units above a commercial storefront; 403 E. Locust is a vacant lot that has been used as an accessory parking lot for the property.

### **Analysis**

Per Section 44.6-30, an Antique Store is not an allowable use in the R-3A zoning district. The petitioner has filed a Special Use application under the provisions of 44.4-6(D)(3) which describes the continuance of an existing nonconforming use. This Section requires the Zoning Board of Appeals to find “that the proposed use is less nonconforming or more compatible to the district than the existing nonconforming use.” The first floor of the property is commercial in appearance and has been used for various retail and services uses over the last several decades. The most recent legal uses include a beauty shop, a tax preparation office and a counseling facility. The petitioner does not propose to make any structural alterations to the exterior of the property.

The burden is on the petitioner to establish “less nonconforming” or “more compatible.” For comparison purposes, staff researched parking ratios as a surrogate for measuring levels of impact. In Bloomington, the off-site parking ratio is the same for both beauty shops and antique stores, at 1 space per 250 square feet; therefore, one may assume the two uses are thought to have a similar impact. Identical ratios are found in Peoria and Urbana, with the same inference of similar impact. However, a quick look outside of Illinois produces different results: Chatham County, New York, requires beauty shops to have twice the parking of similarly sized antique stores; suggesting antique stores are seen as less impactful. This is by no means a scientific survey but provides a glimpse into the thinking of other communities.

Other steps may be taken to reduce impact, improve compatibility and make the use less nonconforming. For example, the ZBA may wish to limit operating hours and prohibit “flea market” style group sales events.

### **Action by the Board of Zoning Appeals.**

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

- 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;**  
granting a special use will continue a legal nonconforming use and return the property to productive use.
- 2. that the 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;** the property was formerly used for retail and has the appropriate facilities (including loading and parking) to allow a limited retail use such as an antiques store. Furthermore, a comparison of a handful of parking ratio requirements in other cities suggests similar or less impact from an antique store compared with a beauty shop.

- 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;** no alterations to the exterior of the building are proposed. This area has developed over time with both residential and commercial uses.
- 4. that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** utilities and drainage currently exist and will be in compliance with city code.
- 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;** the site currently has ingress and egress including a dedicated off-street parking lot and loading facilities.
- 6. that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137)** compliance with city codes will be adhered to.

**STAFF RECOMMENDATION:**

Staff finds that the petition has met the Zoning Ordinance's standards required to allow the continuation of a special use. Staff recommends approval of the requested special use in Case SP-05-15. The ZBA may wish to limit operating hours and prohibit "flea market" style group sales events. At the time a building permit is issued, the petitioner must demonstrate compliance with all relevant sections of 44.7: Off-Street Parking and Loading Regulations.

Respectfully submitted,

Courtney Kashima, AICP

**MINUTES  
ZONING BOARD OF APPEALS  
REGULAR MEETING  
WEDNESDAY, NOVEMBER 18, 2015, 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE ST., BLOOMINGTON, IL**

Members present: Mr. Briggs, Mr. Kearney, Ms. Meek, Mr. Simeone, Mr. Bullington, Mr. Brown

Members absent: Chairman Ireland

Also present: Mr. Tom Dabareiner, Community Development Director  
Mr. George Boyle, Assistant Corporation Counsel

Mr. Dabareiner called the meeting to order at 4:03 p.m. and called the roll. With six in attendance, a quorum was present.

There being no chairman, Mr. Dabareiner asked for nominations for Acting Chairperson. Mr. Kearney nominated Acting Chairman Briggs; seconded by Mr. Simeone. There were no other nominations. The selection of Acting Chairman Briggs to serve as Acting Chairman was **approved** with six (6) voting in favor and zero (0) against with the following votes being cast on roll call: Mr. Brown—Yes; Mr. Bullington—Yes; Mr. Simeone— Yes; Mr. Kearney— Yes; Mr. Briggs— Yes; Ms. Meek—Yes.

Acting Chairman Briggs took his position as Acting Chairman.

PUBLIC COMMENT: None

The Board reviewed the minutes from October 21, 2015 and accepted the minutes with modifications. The modifications included the spelling of Mr. Kearney’s last name. On page 8, “he noted that precedent does not start today” replaced the similar draft phrase. On page 9, add to the end of “...all findings need to be found in favor” the following: “and asked whether the City agreed.” Under Other Business, the “...as allowing replacement of a four foot fence” in place of the similar draft phrase. The minutes as amended were **approved** unanimously.

Acting Chairman Briggs explained the meeting procedures. Mr. Dabareiner stated all items were published.

**REGULAR AGENDA:**

**SP-04-15 Public hearing, consideration, review and approval of the petition submitted by Fred Wollrab and Carol Shepard for: 1) A Special Use for a two-family residence under the Municipal Code 44.6-8.D All for the property located at 1314 Fell Avenue. Zoned R-1C, High Density Single-Family Residence District.**

Julia Davis, attorney for the petitioner, 1313 East Washington, Bloomington; Mr. Wollrab, 107 Hilltop Road, Bloomington; and, Ms. Shepard, 7 Thomas Drive, Normal, were sworn in. Ms. Davis remarked on the property’s history before the City with a request earlier this year for a



rezoning to allow multi-family residences at 1314 Fell Avenue. She noted that the new owners are requested a duplex structure, which is allowed as a Special Use, in the R-1C district. Ms. Davis pointed out the building is 20,000 square feet in size and distributed photos of the outside of the structure. She noted the only change is the addition of a wall between the two units and no changes to the footprint are proposed. She added that the property exceeds the zoning requirements for a two-family residence.

Mr. Simeone confirmed that the petitioner was not changing the outside of the house and that separate entrances were planned; Ms. Davis concurred. Ms. Shepard explained the house had additions over the years and is now an L-shape. Mr. Bullington asked if the dark line on the plans indicated where the duplex would be separated and requested clarification that separate kitchens would exist; Ms. Shepard agreed.

Jean Barkoviak, 1310 Fell Avenue, was sworn in. Ms. Barkoviak stated she has lived at 130 Fell for 41 years and praised the exterior paint and maintenance already performed.

Ann Bailen, 1406 North Clinton Boulevard, Bloomington, was sworn in. Ms. Bailen also praised the exterior of the house. She asked about the meaning of Special Use and whether it limited the number or types of residents at the location.

Mr. Dabareiner presented the staff report. He indicated the property's location and provided an aerial photograph and surrounding property photos for context. He explained the Special Use considerations. He noted that the R-1C district contemplates allowing duplex residences, that property's reuse will help property values, and that its conversion would not impede local development. He suggested that limiting parking would discourage the use from evolving into student housing and asked that a limit of four spaces be placed as a condition of approval, along with landscaping over the remaining spaces.

Acting Chairman Briggs explained the Special Use designation and its purpose. Mr. Dabareiner stated that the parking changes should be a condition with Special Use approval. He added the petitioner agreed to reduce the number of parking spaces but to a higher number than the staff recommendation; furthermore, the petitioner had not addressed how the remaining parking spaces would be removed.

Mr. Simeone asked for the definition of multi-family; Mr. Dabareiner responded that 3 or more units in a building constitute multi-family residential. Mr. Simeone asked if four students could rent one of the proposed units; Mr. Dabareiner stated that the City code limits this situation to three unrelated persons living in a single unit, but we respond with code enforcement only if we receive complaints. Mr. Simeone suggested that the request for more parking spaces relates to the potential of having several unrelated individuals renting each unit. Mr. Dabareiner reiterated that staff's recommendation is two spaces per unit, noting that the petitioner may return with a request for more spaces if they establish that need. Mr. Boyle provided a definition of family as any number of individuals who are related by blood or marriage and up to two unrelated individuals. Mr. Brown asked if staff was trying to discourage Illinois Wesleyan students from living in this building; Mr. Dabareiner stated that we cannot prohibit anyone from using the space legally, but City code addresses the question in terms of limiting the number of unrelated people living in a single unit. Acting Chairman Briggs noted that historically the building housed students. Mr. Dabareiner mentioned a couple other nonconforming multi-family buildings exist

on the same block, but they would not be allowed to become multi-family residences today in this zoning district.

Mr. Kearney asked if there is any connection between this property and Illinois Wesleyan; Mr. Dabareiner responded no. Mr. Kearney pointed out he works for IWU and asked if the City considered it a conflict in any way for him to participate; Mr. Boyle responded he saw no conflict because no relationship exists between the school and this property. Mr. Kearney asked if the City intended to discourage IWU students from renting these units; Mr. Dabareiner replied that staff and the code are neutral as to who will rent or occupy the units.

Acting Chairman Briggs asked how the parking condition should be phrased; Mr. Dabareiner suggested that the parking be limited to a total of four with the rest of the parking area landscaped.

Ms. Meek suggested that given the size of the building and the units that limiting the parking to a total of four spaces placed a severe restriction on the residences' use. Mr. Dabareiner reiterated that staff's goal was simply to discourage the building from becoming multi-family and added that the Board may adjust the number.

Ms. Davis stated that the property has no affiliation with IWU and the petitioner has no objection to Mr. Kearney voting, in response to Mr. Kearney's question about whether the petitioner saw any potential conflict of interest.

Ms. Davis indicated that the property would need to be rezoned before it could become multi-family; that restricting the parking devalues the property and limits who the tenants could be, especially if a family owns more than one vehicle. Ms. Davis repeated that the code indicates that two spaces per unit is the minimum required. Ms. Shepard stated that some of the remaining parking would become green space but they had not considered the extent or the planting materials yet. Mr. Simeone asked if they would be building a garage; Ms. Shepard indicated that no garage would be built in this phase. Mr. Boyle asked the petitioner to clarify for the record the number of spaces they are requesting; Ms. Shepard indicated eight spaces.

Mr. Wollrab repeated that they had not yet decided what areas would be paved or green space and believed no parking restrictions should be placed on the property. Acting Chairman Briggs repeated that the Board must consider whether conditions exist that would allow the use to change from the approved use; that to fit into the neighborhood, limiting the parking would help prevent it from becoming multi-family. Acting Chairman Briggs stated that the Special Use stays with the property and not the owner; should the current owner sell the property, future owners should be clear about the approved use.

Mr. Bullington recommended limiting parking to four spaces per unit for a total of eight spaces and made a motion to that effect; Mr. Simeone seconded. Acting Chairman Briggs asked the petitioner if the total of eight spaces plus turning the rest into green space was acceptable; Ms. Davis agreed. The motion was **approved** with six (6) voting in favor and none against with the following votes being cast on roll call: Mr. Bullington—Yes; Mr. Simeone—Yes; Mr. Brown—No; Acting Chairman Briggs—Yes; Mr. Kearney—No; Ms. Meek—Yes. Mr. Dabareiner reported a 4-2 vote in favor of the amended condition. Mr. Bullington asked if all other

conditions in terms of compliance with City codes remained part of the recommendation; Mr. Dabareiner confirmed this is the case.

Acting Chairman Briggs requested a toll call vote on the Special Use. The motion was **approved** with six (6) voting in favor and none against with the following votes being cast on roll call: Mr. Brown—Yes; Acting Chairman Briggs—Yes; Mr. Simeone—Yes; Ms. Meek—Yes; Mr. Bullington—Yes; Mr. Kearney—Yes. Mr. Dabareiner indicated he would determine when this case would go before Council and asked the petitioner to contact him.

**SP-05-15 Public hearing, consideration, review and approval of the petition submitted by Jonah Smith for: 1) A Special Use for an Antique Store under the Municipal Code 44.4-6 D.3. where a former legal nonconforming use may be replaced with a second nonconforming use provided the second use is less nonconforming or more compatible with the district. All for the property located at 403-405 East Locust Street. Zoned R-3A, Medium Density Multiple-Family Residence District.**

Jason Barickman, attorney for the petitioner, 202 North Center Street, Bloomington; Jonah Smith, 1107 West Daniels Street, Champaign; and, Dennis Godbey, 2508-1/2 South Bunn, Bloomington, were sworn in.

Mr. Barickman stated that Mr. Smith is the petitioner and property owner and wishes to sell the property to Mr. Godbey. Mr. Barickman stated that the building is about 2,300 square feet, two stories, and built around 1925; and second story consists of two residential rental units. He added that the first story is commercial space with a bank of large windows facing Locust Street; parking is located next door and loading is in the rear of the building. Mr. Barickman stated the building is zoned R-3A and the proposed antique store is allowed as a special use based on the history of uses in the building. He stated Mr. Godbey plans no structural improvements to the building. According to Mr. Barickman, the petitioner has owned the property since 2012 and the building has included a variety of uses, including a beauty salon and counseling center; he stated that the proposed antique store would be a less nonconforming use than these prior uses.

Mr. Bullington stated that staff is recommending limited hours of operation and a prohibition of “flea market” types of activities; he asked the proposed buyer to address the proposed operations of the store. Mr. Godbey stated his hours of operation are proposed to be open from 10:00AM or 11:00AM to no later than 5:00PM or 6:00PM; weekends would be maybe four hours on Sundays and Saturday would probably be like a weekday. Mr. Bullington agreed to wait until after the staff presentation to review the flea market prohibition.

Ms. Judy Stearns, 316 East Locust, was sworn in. She thanked the ZBA for their sensitivity to historic neighborhoods in the City. She noted that Locust Street carries a lot of traffic. She stated that she and her neighbor are property owners and residences; many others in the corridor are renters. She noted her objections to a few prior proposals for this property, including a convenience store. Ms. Stearns asked for a definition of “antique” store and whether the special use can be limited to that use. She also asked if there is any issue with the owner being the applicant while the buyer has the proposed antique store; what happens to the special use if the sale does not happen? Acting Chairman Briggs stated that the special use goes with the land, not the owner. She also communicated that the neighborhood understands it is a commercial space and that a vacant property is usually not a good thing. She stated that limiting the hours would be

helpful.; she also stated some landscaping between 401 East Locust and 403 East Locust would be nice to have as a buffer.

Mr. Dabareiner presented the staff report. He provided an overview of the location with a zoning map and an aerial photograph. He showed photos from the location's viewpoint. Mr. Dabareiner indicated that the zoning ordinance does not define "antique" store. Mr. Dabareiner ran through the standards after explaining that the code allows another nonconforming use to replace a nonconforming use if the second use is considered less nonconforming, but needs a Special Use. Mr. Dabareiner concluded that the Special Use standards were met. As for hours of operation, staff believes limited them to between 8:00AM and 6:00PM was fine, Monday through Saturday. Staff believes that prohibiting Sunday hours allowed for less impact on the residential neighborhood. Mr. Dabareiner stated that staff was also seeking to restrict flea market activities which are advertised events to attract large volumes of people and outside displays and activities. Ms. Meek asked if tents in the parking lot would be prohibited. Mr. Dabareiner concluded by asking that the parking lot be brought up to current parking lot standards which would entail striping and a possible handicapped space.

Acting Chairman Briggs noted that antique stores are not listed at all as allowed in the R-3A zoning district in the use matrix. Mr. Dabareiner confirmed this and indicated that this is why the proposal is before them, to allow as a special use a less nonconforming use than the prior nonconforming uses. Mr. Bullington asked about the flea market restriction, asking if the concern centers on outdoor events; Mr. Dabareiner indicated staff is concerned about a large event that occurs outside the building, but as long as the sales activity was all indoors, staff had no concerns. Acting Chairman Briggs suggested placing a limit on the number of sidewalk sales.

Mr. Simeone noted that the staff report indicated that one parking space is required per 250 square feet of building space and he asked how many parking spaces were required; Mr. Dabareiner indicated about ten spaces were needed. Mr. Simeone stated that normally the ZBA receives a drawing showing how much parking is available. Mr. Dabareiner suggested asking the petitioner. Acting Chairman Briggs asked about the buffer requirements in the code; Mr. Dabareiner replied that the buffer is required where a commercial district use sits adjacent to a residential district use, so there is no requirement in this case because the zoning is the same across the parcels.

Mr. Barickman stated that Mr. Godbey would like to be open on Sunday, but is open to other limited hours. He also noted that there is no intention to host flea market activities, but Mr. Godbey would like the ability to display items for sale on the sidewalk. Acting Chairman Briggs asked about limiting the amount of on-site sales to off-site sellers; Mr. Barickman indicated that consignment sale of items on behalf of off-site sellers is the norm for antique stores and asked that that no restriction be placed. Mr. Barickman stated that the condition of the parking lot may not be suitable for striping and that the issue of a buffer between the parking lot and 401 East Locust should be a private matter to be worked out between the property owners.

Acting Chairman Briggs agreed there is no definition inside the zoning ordinance for "antique" store. Ms. Stearns asked how this can be regulated to remain an antique store without a definition. Mr. Dabareiner stated that typically when using a zoning ordinance, not everything is

defined, meaning that one refers to a common dictionary for a definition. Ms. Stearns repeated her concerns about display and sales outside of the building and endorsed limiting hours.

Mr. Kearney stated it will be difficult to define some of these terms in this meeting; for example, “antique” is widely defined based on his cursory research so a working definition is not possible right now. Mr. Kearney noted that everyone has an image in their minds of an undesirable-appearing antique store. Mr. Simeone noted that staff will identify a common definition for antique store. Mr. Bullington stated that he does not believe the ZBA should provide a definition for the City of Bloomington; code enforcement should be able to determine whether the store is no longer an antique store. Mr. Boyle confirmed that when the code does not define a term, we go to commonly found definitions and that this approach is enforceable. There was a consensus to not draw up a definition for antique store.

Mr. Dabareiner indicated he had looked at other store hours and felt 8:00PM to 6:00PM was adequate with no hours on Sunday. Ms. Meek stated this is a business and the ZBA should not prohibit Sunday hours.

Mr. Bullington motioned to limit the hours from 8:00AM to 6:00PM Monday through Friday and from 10:00AM to 5:00PM on Saturday and Sunday; seconded by Mr. Simeone. Mr. Barickman indicated the prospective owner is amenable to that restriction, but asked to amend the motion as it applies to Monday through Friday to 9:00AM to 6:00PM because he thinks 8:00AM is too early for a residential neighborhood. Mr. Barickman concurred with the revised hours. The motion was **approved** to place a condition to limit the hours as last indicated with six (6) voting in favor with the following votes being cast on roll call: Mr. Bullington—Yes; Mr. Simeone—Yes; Mr. Brown—Yes; Acting Chairman Briggs—Yes; Ms. Meek—Yes; Mr. Kearney—Yes.

Ms. Meek stated that since the staff recommendation sought to prohibit flea markets, she would prefer no reference to that. Mr. Bullington asked to clarify that the antique store activities be limited to 405 East Locust and that 403 East Locust be limited to only parking, with display and sales activities prohibited from the parking lot; seconded by Mr. The motion was **approved** to place a condition to limit activities on the two properties as indicated with six (6) voting in favor with the following votes being cast on roll call: Mr. Bullington—Yes; Mr. Simeone—Yes; Mr. Brown—Yes; Acting Chairman Briggs—Yes; Ms. Meek—Yes; Mr. Kearney—Yes.

Acting Chairman Briggs asked for a vote on the Special Use. The motion was **approved** to allow a Special Use for an antique store at 405 East Locust with six (6) voting in favor with the following votes being cast on roll call: Mr. Brown—Yes; Acting Chairman Briggs—Yes; Mr. Bullington—Yes; Mr. Simeone—Yes; Ms. Meek—Yes; Mr. Kearney—Yes.

#### OTHER BUSINESS:

Acting Chairman Briggs noted the clarification that a four-foot fence is allowed in front yards; Mr. Dabareiner apologized for his confusion.

#### NEW BUSINESS:

Ms. Meek asked about electing a Vice-Chair. Mr. Kearney suggested placing this on the next meeting’s agenda. Mr. Boyle noted that the term “Acting Chair” is what is used in the ordinance; Mr. Bullington concurred. Acting Chairman Briggs indicated that in the past they had a Chair

and Vice-Chair. The question arose as to whether the Chair position needs to be elected too and staff was asked to refer back to the June 14 ZBA meeting for guidance. There was agreement to place "Election of Officers" on the next agenda.

Mr. Kearey suggested placing on the next agenda an item on clarifying roles for the City Attorney's position in attendance at the ZBA. Mr. Kearney indicated that he has not reached his own conclusion yet on the matter; he has great respect for Mr. Boyle. However, he is concerned about clarity of roles from the public's perspective noting that the ZBA has discussed on the record the change that placed the City Attorney here. Mr. Kearney noted it is a change to have the City Attorney sitting on the dais side-by-side with board members; he has concerns about it, indicating that the City Code does not contemplate having the City Attorney sitting at the dais like the Secretary. He indicated that he was concerned that the City Attorney asked the petitioner a question of clarity and stated that he is not sure that the question should not have come from a board member. Mr. Kearney said he would like this placed on the agenda for clarity, while he does n=some research on his own. Acting Chairman Briggs stated that whenever the ZBA had a legal question in the past, a city attorney came in, responded, then left; agreeing with Mr. Kearney over the concern raised when Mr. Boyle asked a question of the petitioner. Acting Chairman Briggs stated that because the City Attorney represents the City, it may place him in a conflict of interest role with the decision-making of the ZBA; that a city attorney's statements should be advisory only. There was consensus to place this item on the next agenda for discussion.

ADJOURNMENT: 5:50PM

Respectfully,

Tom Dabareiner AICP

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

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A**

**Antique Store**

**FOR PROPERTY LOCATED AT: 405 E. Locust Street**

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 Two-Family Residence for certain premises hereinafter described in Exhibit(s) 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, Section 44.6-30 of the Bloomington, City Code, 1960 as amended; 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 an Antique Store on the premises at 405 East Locust Street hereinafter described in Exhibit(s) A shall be and the same is hereby approved.
2. That the Special Use at 405 East Locust includes a condition that the hours of operation are limited to Monday through Friday between 8:00AM and 6:00PM and on Saturday through Sunday between 10:00AM and 5:00PM.
3. That the parking lot at 403 East Locust Street shall be used only for parking to serve the building at 405 East Locust Street.
4. This Ordinance shall take effect immediately upon passage and approval.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BLOOMINGTON**

**ATTTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

EXHIBT A

W40' LOT 1 & 4 BLK 16 of the Durely Addition to the City of Bloomington, in McLean County, Illinois.

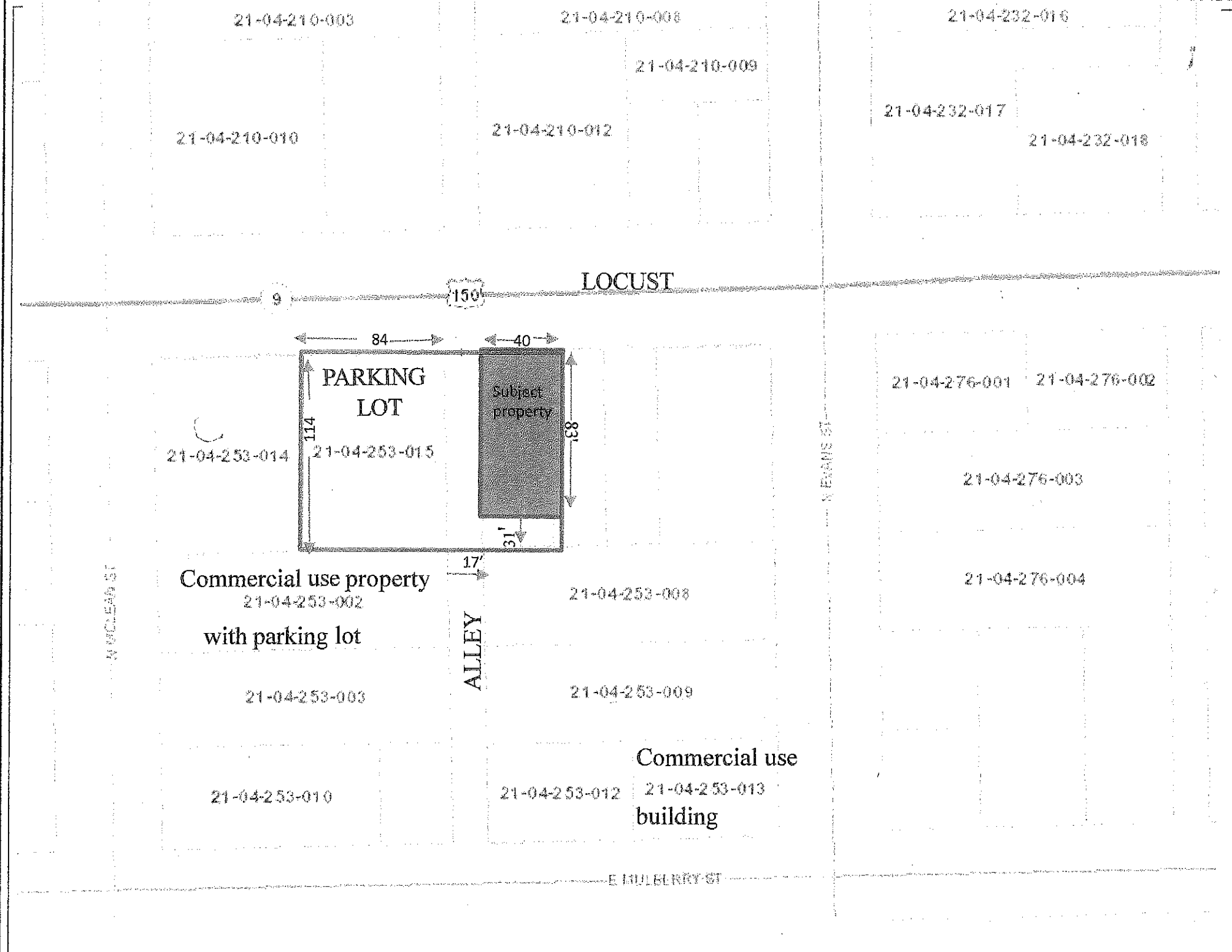
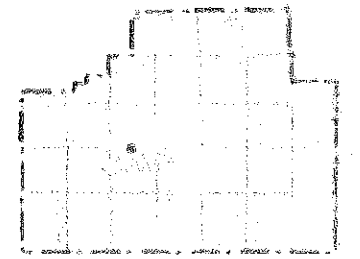
**PIN 21-04-253-004**



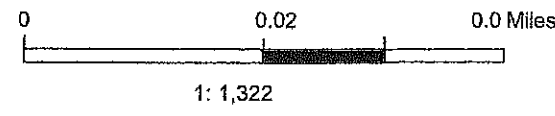
# SITE PLAN



## McLean County Regional GIS Consortium



- Legend**
- Parcels
  - \* Condo\_Improve
  - Interstates
  - US\_Highways
  - State\_Highways
  - County\_Highways
  - Minor\_Arterial
  - Major\_Collector
  - Minor\_Collector
  - Local\_Road\_Street
  - Alleys
  - Private\_Streets
  - Railroad
  - County



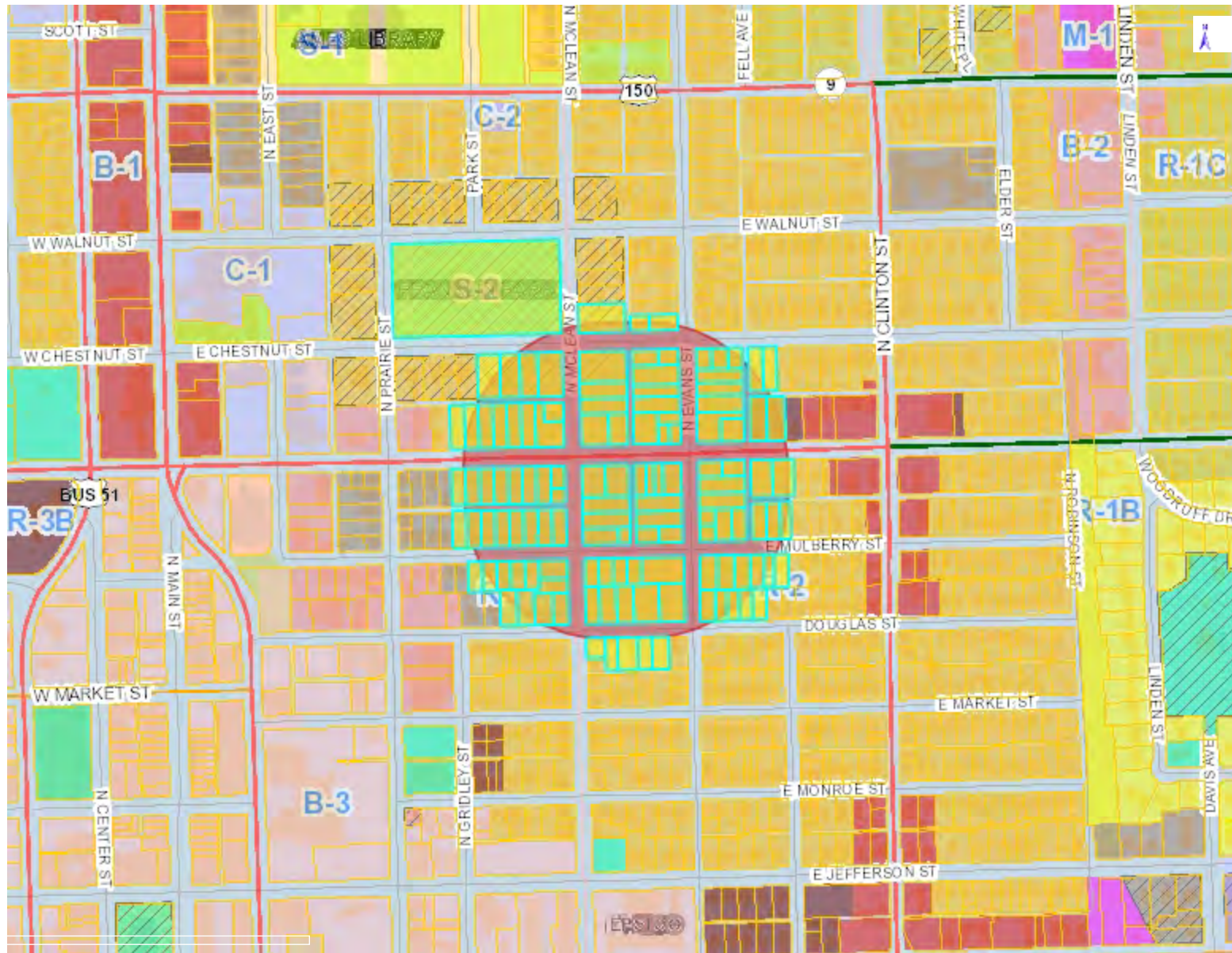
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**Notes**

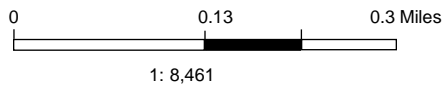


# Neighborhood Notice Area - 405 E Locust



## Legend

- Parcels
- Interstates
- US\_Highways
- State\_Highways
- County\_Highways
- Minor\_Arterial
- Major\_Collector
- Minor\_Collector
- Local\_Road\_Street
- Alleys
- Private\_Streets
- Railroad
- Zoning\_COUNTY**
  - A Agricultural
  - R-1 Single Family Residential
  - R-2 Two-Family Residential
  - M-1 Restricted Manufacturing
  - M-2 General Manufacturing
  - C Commercial
- Zoning\_TON\_Overlay**
  - Parking Impact Zone
  - S-3 Historic Districts
  - South Uptown Overlay District
- Zoning\_TON**
  - A - Agriculture
  - B-1 - Highway Business District
  - B-2 - General Business District
  - C-1 - Office District
  - C-2 - Neighborhood Shopping Distr
  - C-3 - Community / Regional Shoppi



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## Notes

# 403-405 E. Locust Street

## Site Photos



# 403-405 E. Locust Street

## Area Photos

