

PROPOSED AGENDA FOR TOWN COUNCIL MEETING
September 20, 2010
7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. OMNIBUS VOTE AGENDA
(All items under the Omnibus Vote Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which event, the item will be removed from the Omnibus Vote Agenda and considered as the first item after approval of the Omnibus Vote Agenda.)
 - A. Approval of the Minutes of the Regular Meeting of September 7, 2010
 - B. Approval of Town of Normal Expenditures for Payment as of September 15, 2010
 - C. Motion to Approve Revised Guidelines and Change the Name of the Town of Normal Housing Rehabilitation Program to the Homeowners Emergency Repair and Accessibility Program
 - D. Resolution Authorizing Execution of a Wireline Crossing Agreement with Union Pacific Railroad Company
 - E. Resolution Conditionally and Partially Approving the Final Plat of the 2nd Resubdivision of Wal-Mart/Parkway Plaza Subdivision by Expedited Process
5. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

6. Ordinance Amending the Zoning Code for the Town of Normal, Illinois (Various Sections)

NEW BUSINESS

7. Presentation to the Council by Representatives of One Main Development, Inc. of Champaign, Illinois Regarding the Uptown One Project

CONCERNS

ADJOURNMENT

ADDENDUM

Minutes of the August 5, 2010 Normal Planning Commission Meeting

Minutes of the September 9, 2010 Normal Planning Commission Meeting

Omnibus Vote

MINUTES OF THE REGULAR MEETING OF THE NORMAL TOWN COUNCIL HELD IN THE COUNCIL CHAMBERS, NORMAL CITY HALL, 100 EAST PHOENIX AVENUE, NORMAL, MCLEAN COUNTY, ILLINOIS – TUESDAY, SEPTEMBER 7, 2010.

1. CALL TO ORDER:

Mayor Chris Koos called the regular meeting of the Normal Town Council to order at 7:03 p.m., Tuesday, September 7, 2010.

2. ROLL CALL:

The Clerk called the roll with the following persons physically

PRESENT: Mayor Chris Koos and Councilmembers Sonja Reece, Adam Nielsen, Jeff Fritzen, Chuck Scott, Jason Chambers, and Cheryl Gaines. Also present were City Manager Mark Peterson, Deputy City Manager Pamela Reece, Corporation Counsel Steve Mahrt, and Town Clerk Wendy Briggs.

ABSENT: None.

3. PLEDGE OF ALLEGIANCE:

Mayor Koos led the Pledge of Allegiance to the Flag.

4. OMNIBUS VOTE AGENDA:

Mayor Koos excused himself from voting on any bills he may have incurred while performing his Mayoral duties.

Councilmember Reece excused herself from voting on any bills submitted by Advocate BroMenn Healthcare and any expenses she may have incurred while performing Council duties.

Item J was removed from the Omnibus Vote Agenda.

MOTION:

Councilmember Gaines moved, seconded by Councilmember Fritzen, the Council Approve the Omnibus Vote Agenda.

AYES: Reece, Nielsen, Fritzen, Scott, Chambers, Gaines, Koos.

NAYS: None.

Motion declared carried.

A. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF AUGUST 16, 2010: Omnibus Vote.

B. APPROVAL OF TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF SEPTEMBER 1, 2010: Omnibus Vote.

C. MOTION AUTHORIZING STAFF TO INITIATE VACATION OF IRVING STREET RIGHT-OF-WAY (ROW) BETWEEN HESTER STREET AND THE NORTH/SOUTH ALLEY BETWEEN HESTER STREET AND FELL AVENUE: Omnibus Vote.

- D. MOTION TO AUTHORIZE PAYMENT TO CONSTITUTION TRAIL CENTRE, LLC, OF \$224,838.00 FOR THE WIDENING OF RAAB ROAD FROM 420' EAST OF SCHOOL STREET TO ROCKINGHAM DRIVE:
Omnibus Vote.
- E. RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE EMPLOYMENT OF A MUNICIPAL MANAGER: Resolution No. 4546: Omnibus Vote.
- F. RESOLUTION APPROVING AN AGREEMENT WITH ALLIED BENEFITS SYSTEMS FOR COBRA ADMINISTRATION SERVICES: Resolution No. 4547: Omnibus Vote.
- G. RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH JQH-NORMAL DEVELOPMENT, LLC, FOR WIRING AND ASSOCIATED INFRASTRUCTURE TO ADD CEILING-MOUNTED PROJECTOR EQUIPMENT IN THE CONFERENCE CENTER IN THE AMOUNT OF \$37,740.00 AND APPROVING AN ASSOCIATED BUDGET ADJUSTMENT: Resolution No. 4548: Omnibus Vote.
- H. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH FELMLEY-DICKERSON FOR THE DESIGN AND CONSTRUCTION OF A NEW RESTROOM FACILITY AT SHEPARD PARK IN AN AMOUNT NOT TO EXCEED \$160,000: Resolution No. 4549: Omnibus Vote.
- I. RESOLUTION AUTHORIZING EXECUTION OF A DONATION AND TAX CREDIT TRANSFER AGREEMENT: Resolution No. 4550: Omnibus Vote.
- K. RESOLUTION REAPPROVING THE FINAL PLAT OF THE EVERGREEN VILLAGE PUD FIRST ADDITION SUBDIVISION: Resolution No. 4551:
Omnibus Vote.
5. ITEM REMOVED FROM OMNIBUS VOTE AGENDA:
- J. RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH RATIO ARCHITECTS FOR OWNER AUTHORIZED CONSTRUCTION MATERIALS TESTING ON THE MULTIMODAL TRANSPORTATION CENTER PROJECT IN THE AMOUNT OF \$60,000: Resolution No. 4552:

MOTION:

Councilmember Nielsen moved, seconded by Councilmember Reece, the Council Adopt a Resolution Accepting a Proposal and Authorizing the City Manager to Execute a Supplemental Agreement with Ratio Architects for Owner Authorized Construction Materials Testing on the Multimodal Transportation Center Project in the Amount of \$60,000.

Councilmember Nielsen asked if any ground/soil problems had arisen on the multimodal site similar to the problems the hotel experienced. Uptown Development Director Wayne Aldrich responded no problems have arisen, and everything is on schedule at this time.

AYES: Nielsen, Fritzen, Scott, Chambers, Gaines, Reece, Koos.

NAYS: None.

Motion declared carried.

GENERAL ORDERS

6. MOTION TO ACCEPT THE AUDITED TOWN OF NORMAL FINANCIAL STATEMENTS AND REPORT OF CERTIFIED PUBLIC ACCOUNTANTS FOR THE YEAR ENDING MARCH 31, 2010:

MOTION:

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Accept the Audited Town of Normal Financial Statements and Report of Certified Public Accountants for the Year Ending March 31, 2010.

Councilmember Sonja Reece commented on the suggestions of the accountant.

AYES: Fritzen, Scott, Chambers, Gaines, Reece, Nielsen, Koos.

NAYS: None.

Motion declared carried.

7. MOTION TO ACCEPT THE FEDERAL COMPLIANCE AUDIT FOR THE YEAR ENDING MARCH 31, 2010:

MOTION:

Councilmember Scott moved, seconded by Councilmember Gaines, the Council Accept the Federal Compliance Audit for the Year Ending March 31, 2010.

AYES: Scott, Chambers, Gaines, Reece, Nielsen, Fritzen, Koos.

NAYS: None.

Motion declared carried.

8. RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH KHA AND YEN T. PHAM AND ORVAL YARGER FOR FAÇADE RENOVATIONS AT 117½ AND 119 WEST NORTH STREET AND AUTHORIZING AN ASSOCIATED BUDGET ADJUSTMENT IN THE AMOUNT OF \$4,500.00: Resolution No. 4553:

MOTION:

Councilmember Fritzen moved, seconded by Councilmember Scott, the Council Adopt a Resolution Authorizing the Execution of a Redevelopment Agreement with Kha and Yen T. Pham and Orval Yarger for Façade Renovations at 117½ and 119 West North Street and Authorizing an Associated Budget Adjustment in the Amount of \$4,500.00.

Councilmember Nielsen commented on the outstanding façade renovations in Uptown Normal. City Manager Mark Peterson indicated there was perhaps one more property interested in a façade renovation in the near future.

AYES: Chambers, Gaines, Reece, Nielsen, Fritzen, Scott, Koos.

NAYS: None.

Motion declared carried.

9. RESOLUTION APPROVING AN AMENDED REDEVELOPMENT AGREEMENT WITH NORMAL MAIN, LLC, PERTAINING TO THE REDEVELOPMENT OF THE PROPERTY AT THE SOUTHWEST CORNER OF MAIN STREET AND OSAGE STREET: Resolution No. 4554:

MOTION:

Councilmember Reece moved, seconded by Councilmember Nielsen, the Council Adopt a Resolution Approving an Amended Redevelopment Agreement with Normal Main, LLC, Pertaining to the Redevelopment of the Property at the Southwest Corner of Main Street and Osage Street.

City Manager Mark Peterson presented a brief explanation of the changes to the plan the Council had previously approved for the property at the southwest corner of Main Street and Osage Street. Corporation Council Steve Mahrt explained a few changes to the proposed agreement that were not included in the Council Packet but were in the revised agreement made available to the Council tonight. Mr. Mahrt explained the substantial changes included language pertaining to Section 15.12 – Pending Litigation and to Section 15.14 – Security Plan.

Mr. Doug Reichl of Normal Main, LLC, addressed the Council and responded to questions from Council.

Building Commissioner Greg Troemel responded to questions posed by Councilmembers Fritzen and Scott concerning the parking for the development.

AYES: Gaines, Reece, Nielsen, Fritzen, Scott, Chambers, Koos.

NAYS: None.

Motion declared carried.

10. RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR WARRANTY DEED – RICHARD L. SMITH AND NORENE SMITH: Resolution No. 4555:

MOTION:

Councilmember Reece moved, seconded by Councilmember Scott, the Council Adopt a Resolution Authorizing Execution of an Agreement for Warranty Deed – Richard L. Smith and Norene Smith.

Councilmember Chambers commented that perhaps the Town should enter into a contract with a first right of refusal for the property; however, considering the tight budget for the Town, he did not feel the timing was right to purchase the property.

AYES: Reece, Fritzen, Scott, Gaines, Koos.

NAYS: Nielsen, Chambers.

Motion declared carried.

NEW BUSINESS:

11. PRESENTATION TO THE TOWN COUNCIL REGARDING THE MAIN STREET CORRIDOR TASK FORCE RECOMMENDATION ON THE PROPOSED FORM-BASED CODE:

Mr. Carl Teichman, Mr. James Pearson, and Mr. Denny Marquardt, Members of the Main Street Corridor Task Force, addressed the Council on behalf of the Task Force.

Mr. Teichman gave a brief overview of the recommendations of the Task Force. An abbreviated breakdown of the general recommendations include: 1) change the name of the proposed code from “Form Based Code” to “the Main Street Corridor (MSC) Zoning Code”; 2) strive to create the same practices for the same situations in both municipalities; 3) develop non-monetary and monetary incentives for use where appropriate; and 4) continue to involve local citizens in the process. Nine specific recommendations were presented dealing with the following topics: 1) non-conforming uses, 2) non-conforming structures, 3) building height, 4) coverage of front property line, 5) location of parking, 6) drive-thru windows, 7) signs, 8) landscaping, and 9) building placement.

Mr. Pearson commented the recommendations appear to have accomplished the mission of the Task Force. Mr. Marquardt commented the recommendations made by the Task Force are not complete, and the Task Force “agreed to disagree” on several issues in the plan. Mr. Marquardt further commented that simply because the municipalities paid money to a consultant to design a plan, that doesn’t mean the municipalities have to keep the plan provided by the consultant.

City Manager Mark Peterson commented the original Form-Based Code proposed is currently “Tabled” by the Planning Commission and that the comments suggested by the Main Street Task Force could be implemented into the Code before the Planning Commission; however, Town Staff needs direction from Council on how to proceed at this time.

Mayor Koos indicated he would like to see the recommendations included in the proposed code and would like a public hearing on the matter to be held before the Planning Commission. Councilmember Scott agreed it was advisable to include the Task Force’s suggestions in the proposal sent to Planning Commission.

Councilmember Gaines posed questions concerning the “Normal” components of the plan and the “Bloomington” components of the plan. Mayor Koos indicated staff from the two municipalities were working together to have the same plan implemented in both communities.

Councilmember Chambers indicated he was not comfortable in going ahead with the Code, that the issue was larger than what he had originally perceived the Code to be. Councilmember Fritzen indicated the recommendations of the Task Force should be formally reviewed. Councilmember Reece indicated more detail was needed to incorporate the recommendations into the plan – Staff needed to take the concepts forward to a public hearing. Councilmember Gaines suggested the recommendations needed to be “worked through” to a finished product. Councilmember Nielsen indicated he would be a very “tough-sell” on this matter and expressed concern with the compatibility of uses up and down the corridor.

City Manager Mark Peterson indicated Town Staff would work with the recommendations of the Task Force.

12. PRESENTATION OF THE 2009-2010 FINANCIAL TREND REPORT:

Finance Director Ron Hill presented an extensive overview of the 2009-2010 Financial Trend and Condition Report and responded to questions from Council.

13. CONCERNS:

1. INTRODUCTIONS:

City Manager Mark Peterson introduced Robin Weaver, the new Public Works Director, and Viktor Schrader, the new Uptown Marketing Manager.

14. ADJOURNMENT:

There being no further business to come before the Council, Mayor Koos called for a Motion to Adjourn.

MOTION:

Councilmember Gaines moved, seconded by Councilmember Chambers, the Regular Meeting of the Normal Town Council be Adjourned.

AYES: Nielsen, Fritzen, Scott, Chambers, Gaines, Reece, Koos.

NAYS: None.

Motion declared carried.

Mayor Chris Koos adjourned the regular meeting of the Normal Town Council at 9:13 p.m., Tuesday, September 7, 2010.

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
<u>General Fund</u>		
TRI STAR MARKETING INC	UNLEADED FUEL 8104 GAL @\$	\$17,541.10
ILLINOIS DEPARTMENT OF REVENUE	SALES TAX	\$4,634.00
CITY OF BLOOMINGTON	FOOD/BEVERAGE TAX	\$965.00
B-N WATER RECLAMATION DISTRICT	TAP-ON FEES	\$29,400.00
CITY OF BLOOMINGTON	VEHICLE USE TAX	\$67,713.76
ONSRUD, CRAIG	PRO SHOP INV PMT 8/22-9/4	\$1,326.70
ONSRUD, CRAIG	PRO SHOP TAX PMT 8/22-9/4	\$92.04
HILE GROUP INC	CONSULTING - MAIN ST. COM	\$20,500.00
General Fund Total		\$142,172.60
<u>General Fund Mayor & Council Administration</u>		
POTBELLY SANDWICH WORKS	COUNCIL WORK SESSION	\$120.32
EYE TO EYE PRODUCTIONS	JULY/AUG COUNCIL MTGS	\$3,000.00
CARDMEMBER SERVICE	LUNCH MEETING	\$29.15
General Fund Mayor & Council Administration Total		\$3,149.47
<u>General Fund Administration - City Mgr City Manager</u>		
AVANTI'S ITALIAN RESTAURANT	LUNCH MEETING	\$41.55
TRANS UNION LLC	BACKGROUND CHECK	\$13.23
CARDMEMBER SERVICE	GIFT CERTIFICATE	\$100.00
CARDMEMBER SERVICE	MEETING EXPENSES	\$50.11
CARDMEMBER SERVICE	MEETING EXPENSES	\$421.15
General Fund Administration - City Mgr City Manager Total		\$626.04
<u>General Fund Administration - City Mgr Boards & Commissions</u>		
PRO-TYPE PRINTING INC	HRC BROCHURE	\$534.00
APA IL	APA IL CHAPTER CONF.	\$345.00
CARDMEMBER SERVICE	BOOK - PARLIAMENTARY PROC	\$35.75
TWIN CITY AWARDS	NAME BADGES	\$37.50
General Fund Administration - City Mgr Boards & Commissions Total		\$952.25
<u>General Fund Administration - City Mgr Uptown Project</u>		
PANTAGRAPH	UPTOWN AD- AUG 10TH	\$450.00
DARNALL PRINTING	BUS CARDS - V SCHRADER	\$97.25
GREAT PLAINS MEDIA	WIBL - UPTOWN ADS	\$250.00
GREAT PLAINS MEDIA	WZIM - UPTOWN ADS	\$250.00
MCGRAW HILL CONSTRUCTION	W ALDRICH SUBSCRIP	\$82.00
FEDEX	AUG 11 PERMIT/CHECKS	\$69.82
FEDEX	AUG 25 AMEND PERMIT/CHECK	\$45.58
NEXSTAR BROADCASTING INC	WYZZ - UPTOWN ADS	\$1,540.00
NEXSTAR BROADCASTING INC	WMBD - UPTOWN ADS	\$1,635.00
NEXSTAR BROADCASTING INC	CENTRAL IL-IMBD/UPTWN ADS	\$380.00
BROMENN MEDICAL GROUP	EMPLOYEMENT PHYSICAL	\$60.00
General Fund Administration - City Mgr Uptown Project Total		\$4,859.65
<u>General Fund Administration - City Mgr General Expense Dept.</u>		
ADVOCATE BROMENN MEDICAL CENTE	WELLNESS PROGRAM - AUG	\$4,420.42
PANTAGRAPH	MMTC GROUND BREAKING EVEN	\$1,494.36
Ms. Brenda Carter	TOWING REIMBURSEMENT - CA	\$500.00
Erica Landstrom	TOWING REIMBURSEMENT - LA	\$500.00
B-N PUBLIC TRANSIT SYSTEM	TRANSIT SUBSIDY- SEP/OCT	\$47,781.26
MARCFIRST	UPTWN JANITORIAL SVC- AUG	\$1,665.00
ILLINOIS DEPARTMENT OF REVENUE	SALES TAX	\$69.00
ALEXANDER LUMBER COMPANY	TREATED LUMBER, PRIMEGRD	\$657.15
HILE GROUP INC	CONSULTING - MAIN ST. COM	\$4,500.00
CARDMEMBER SERVICE	CORNBELTERS	\$201.40
CARDMEMBER SERVICE	WELLNESS	\$19.36
CARDMEMBER SERVICE	MMTC GROUNDBREAKING SUPPL	\$14.54
Eric Janssen	TOWING REIMBURSEMENT - JA	\$500.00
Daniel Birky	TOW REIMBURSEMENT	\$140.00
General Fund Administration - City Mgr General Expense Dept. Total		\$62,462.49
<u>General Fund Town Clerk Administration</u>		
MUNICIPAL CLERKS OF ILLINOIS	DUES FOR CLERK & DEPUTY	\$85.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
NORMALITE	LEGAL NOTICES	\$180.00
General Fund Town Clerk Administration Total		\$265.00
<u>General Fund Corporation Counsel Administration</u>		
WEST GROUP	WEST INFORMATION CHGS	\$745.67
General Fund Corporation Counsel Administration Total		\$745.67
<u>General Fund Facility Management Administration</u>		
RANEY TERMITE CONTROL INC	MONTHLY SVC - THEATER	\$36.50
MENARDS	SVC CARTS, SHOP SUPPLIES	\$483.21
RANEY TERMITE CONTROL INC	QRTLY SVC:207,211,611 LIN	\$84.00
RANEY TERMITE CONTROL INC	QRTLY SVC:207,211,611 LIN	\$84.00
RANEY TERMITE CONTROL INC	QRTLY SVC:207,211,611 LIN	\$84.00
SHERWIN-WILLIAMS CO	PAINT, SUPPLIES- NFD2	\$119.57
MILLER JANITOR SUPPLY	FLR MACHINE, POLISH, PADS	\$866.98
MILLER JANITOR SUPPLY	CARPET EXTRACTOR- 33NCH	\$1,500.00
WM MASTERS INC	HVAC FINAL - CDM	\$980.00
WILCOX ELECTRIC & SERVICE INC	BREAKER SVC- NFD/HDQ	\$151.01
PRO-AIR HEATING / COOLING	HVAC SYSTEM CHECK- NFD2	\$70.00
NICOR GAS	1100 BEECH	\$84.07
BACON PLUMBING	REPAIR DISPOSAL- CAC	\$75.00
MCLEAN COUNTY CONCRETE	CONCRETE/COMMUNITY CTR	\$332.00
MCLEAN COUNTY ASPHALT	CRUSH GRAVEL	\$131.37
CENTRAL SUPPLY CO	HND SOAP, SPONGES- CDM	\$90.00
CINTAS CORPORATION #396	CARPET RUNNER - CDM	\$53.10
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL-PD/WRKOUT	\$67.45
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL- CHALL	\$107.85
ACE HARDWARE	SUPPLIES - FAC MGMT	\$47.96
ACE HARDWARE	SUPPLIES - FAC MGMT	\$75.75
ACE HARDWARE	SUPPLIES - FAC MGMT	\$133.50
ACE HARDWARE	SUPPLIES - FAC MGMT	\$123.35
ACE HARDWARE	SUPPLIES - FAC MGMT	\$54.07
ACE HARDWARE	SUPPLIES - FAC MGMT	\$64.81
ACE HARDWARE	SUPPLIES - FAC MGMT	\$19.98
CARDMEMBER SERVICE	MEETING SUPPLIES	\$31.77
CARDMEMBER SERVICE	DISASTER KITS, CLEANING S	\$188.73
CARDMEMBER SERVICE	CLEANERS	\$126.29
CARDMEMBER SERVICE	TRAINING CLASS	\$90.00
General Fund Facility Management Administration Total		\$6,356.32
<u>General Fund Finance Administration</u>		
CLIFTON GUNDERSON LLP	AUDIT - FY ENDING 2010	\$8,143.00
CARDMEMBER SERVICE	IGFOA CONF. - NAN JIA	\$275.00
GOVT FINANCE OFFICERS ASSOC	CAFR APPLICATION FEE	\$505.00
LOOMIS FARGO & CO	COURIER SVC, INC CREDITS	\$325.02
General Fund Finance Administration Total		\$9,248.02
<u>General Fund Purchasing Office Supply</u>		
QUILL CORPORATION	9X12 ENVELOPES	\$59.29
QUILL CORPORATION	S/SEAL ENV, DISP DUSTERS	\$100.83
W M PUTNAM COMPANY	OFFICE SUPPLIES- 611 ANX	\$55.89
W M PUTNAM COMPANY	OFFICE SUPPLIES- CDM	\$74.97
W M PUTNAM COMPANY	OFFICE SUPPLIES- C HALL	\$179.25
W M PUTNAM COMPANY	PADS,PENS,CLIPS-211 ANNEX	\$16.76
QUILL CORPORATION	NOTARY STAMP	\$24.99
General Fund Purchasing Office Supply Total		\$511.98
<u>General Fund Purchasing Administration</u>		
UNITED STATES POSTAL SERVICE	REPLENISH POSTAGE DUE ACC	\$300.00
US POSTAL SERVICE/HASLER	REPLENISH POSTAGE- CHALL	\$10,000.00
General Fund Purchasing Administration Total		\$10,300.00
<u>General Fund Information Technology Administration</u>		
L-SOFT INTERNATIONAL INC	LISTSERV YEARLY MAINT	\$950.00
A5.COM LLC	SVC#38 DTL#16764	\$470.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
A5.COM LLC	SVC#68	\$1.00
A5.COM LLC	SVR#38 DTL#27359	\$470.00
MNJ TECHNOLOGIES DIRECT INC	TONER	\$297.50
GOVCONNECTION INC	HP LJ 9000 MAINT	\$416.90
CARDMEMBER SERVICE	RETURNED MERCH - BESTBUY	(\$69.99)
CARDMEMBER SERVICE	SWINGERS GRILL -INTERN LU	\$27.05
CARDMEMBER SERVICE	WIRELESS ACCESSORIES	\$181.75
COMMUNICATION REVOLVING FUND	ACCT T8889158 AUG10	\$1,069.96
LEXIS NEXIS	ACCT 1238G8	\$149.00
HANSON INFORMATION SYSTEMS INC	SVC 217 DS1	\$1,450.00
HANSON INFORMATION SYSTEMS INC	SVC 185 TAXES	\$101.50
HANSON INFORMATION SYSTEMS INC	SVC 227 WIFI MONTHLY	\$1,000.00
PAETEC BUSINESS SERVICES	ACCT 3317764	\$309.77
ROUTE 24 COMPUTERS INC	INTERNET FEES 9/13-10/13/	\$72.00
General Fund Information Technology Administration Total		\$6,896.44
<u>General Fund Human Resources Administration</u>		
BROMENN MEDICAL GROUP	DRUG & BAT TESTS	\$225.00
BROMENN MEDICAL GROUP	EMPLOYEE PHYSICAL	\$843.00
General Fund Human Resources Administration Total		\$1,068.00
<u>General Fund Inspections Administration</u>		
CARDMEMBER SERVICE	2010 APA IL CHAPTER CONF	\$250.00
CARDMEMBER SERVICE	STAFF MEETING	\$88.50
CARDMEMBER SERVICE	MTG. W/BLM BLDG SAFETY	\$85.60
RED WING SHOE STORE	SHOES	\$96.00
General Fund Inspections Administration Total		\$520.10
<u>General Fund Police Narcotics Enforcement</u>		
IL STATE POLICE/ASSET SEIZURE	FORFEITURE FUNDS -2010027	\$80.00
General Fund Police Narcotics Enforcement Total		\$80.00
<u>General Fund Police Administration</u>		
RAY O'HERRON CO INC	FIRST AID KIT,LK/OUT TOOL	\$132.24
RAY O'HERRON CO INC	BATON, FREIGHT	\$100.01
RAY O'HERRON CO INC	BATON	\$81.95
LANDMARK LAUNDRY	NW SUBSTATION RENT- SEP	\$1,310.00
MCLEAN CO SHERIFF'S DEPARTMENT	CENTRAL BOOKING FEE- AUG	\$1,838.54
10-8 OUTFITTERS	BOOTS - J MCCAULEY	\$152.99
ULTRAMAX AMMUNITION	AMMUNITION	\$213.00
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL- PD MAIL	\$149.35
KRUGER ANIMAL HOSPITAL	K-9 SVC- RICO, GUNNER	\$65.70
WALMART COMMUNITY BRC	CID/MTG.RM/BREAK RM/ISU M	\$153.41
SECTY OF STATE-MOTOR VEH DIV	PLATES	\$8.00
Officer Shane Bachman	REPLACE DAMAGED GLOVES	\$19.95
FEDEX	EVIDENCE SHIPMENTS	\$87.08
BILL'S KEY & LOCK SHOP	KEY- GM TRANSPONDER (PD)	\$15.50
INTOXIMETERS INC	BREATHALYZER PART	\$189.00
WIDMER INTERIORS	OFFICE CHAIR - NPD	\$499.31
ROHAN-STRACK ENTERPRISES	CROSSING GUARD LUNCH MTG	\$70.12
VERIZON WIRELESS	MONTHLY SERVICE	\$69.04
SECTY OF STATE-MOTOR VEH DIV	LICENSE FOR VEHICLE	\$194.00
General Fund Police Administration Total		\$5,349.19
<u>General Fund Fire Foreign Fire Tax</u>		
MARTIN BROTHERS	REPLACED TRIGGER LOCK	\$44.14
General Fund Fire Foreign Fire Tax Total		\$44.14
<u>General Fund Fire Administration</u>		
MUNICIPAL EMERGENCY SERVICES	O-RINGS, HEX SCREWS, GSKT	\$86.08
MUNICIPAL EMERGENCY SERVICES	REPAIR KIT, PARTS	\$597.25
MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES	\$180.87
WHOLESALE DIRECT INC	STROBE FLASHERS	\$568.14
MISC FIRE DEPT	RECONDITION F-12 SAW CHAI	\$88.29
JEFF LAWSON	GEAR REPAIR	\$35.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
BOB SHUMAKER	ADVANCE MEALS	\$75.00
BOB COLLINS	ADVANCE MEALS	\$75.00
OFFICE DEPOT CREDIT PLAN	FIRE SUPPLIES	\$63.98
10-8 OUTFITTERS	CLOTHING - WHITFIELD FD	\$248.21
10-8 OUTFITTERS	CLOTHING - TULLIER FD	\$38.69
KAEB SANITARY SUPPLY INC	DISH SOAP,BOWL CLEANER	\$112.90
10-8 OUTFITTERS	CLOTHING - SORRELL FD	\$174.43
SUPREME RADIO COMMUNICATIONS	RADIO REPAIRS -VAN 19FD	\$674.51
BOUND TREE MEDICAL LLC	MISC MEDICAL SUPPLIES	\$86.97
SCBAS INC	SCBA SUPPLIES	\$277.47
MILLER JANITOR SUPPLY	TP,GLASSCLEANER	\$77.32
MERLE PHARMACY INC	MISC MEDICAL SUPPLIES	\$200.00
MUNICIPAL EMERGENCY SERVICES	NAME TAGS,FLASHLIGHTS	\$110.00
MUNICIPAL EMERGENCY SERVICES	NAME TAGS,FLASHLIGHTS	\$165.00
LAWSON PRODUCTS INC	COTTER PIN,BUTT CONN	\$29.27
LAWSON PRODUCTS INC	COTTER PIN,FLAT WASHER	\$83.17
FEDEX	ACCUMED SHIPMENTS- NFD	\$120.63
ACCUMED BILLING INC	SERVICE FOR AUG,2010	\$7,178.40
ACE HARDWARE	SUPLIES - NFD	\$27.07
HAWTHORN SUITES	HOTEL ACCOMMODATIONS	\$301.88
JEAN'S FLOWER BASKET	FUNERAL FLOWERS	\$61.00
UNIVERSITY OF ILLINOIS	TRAINING ENG CO OPS	\$1,150.00
HAWTHORN SUITES	HOTEL ACCOMMODATIONS	\$475.02
JOE GROPP	REIM MEALS	\$60.00
MATT STEINKOENIG	REIM MEALS	\$60.00
JEFF SIEGMUND	REIM MEALS	\$115.00
CHAD STENGEL	REIM MEALS	\$115.00
GREG MOHR	CONFINED SPACE TRAINING	\$115.00
GREG MOHR	IAAI FIRE INVESTIGATION	\$75.00
T/N FIRE PENSION FUND	PAYROLL SUMMARY	\$43.56
General Fund Fire Administration Total		\$13,945.11
<u>General Fund Public Works Administration</u>		
MILLER JANITOR SUPPLY	WHT TWLS- 16NPW--	\$115.32
BILL'S KEY & LOCK SHOP	SERVICE- 1301 WARRINER	\$102.89
JIM ULAVEGE SIGNS	HARD HAT DECAL	\$35.00
General Fund Public Works Administration Total		\$253.21
<u>General Fund Public Works Engineering</u>		
BENTLEY MOTORS	ASTRO VAN MILEAGE REIMB	\$375.00
RED TOP CAB	TAURUS WAGON REIMB	\$231.25
General Fund Public Works Engineering Total		\$606.25
<u>General Fund Public Works Road & Bridge</u>		
FARNSWORTH GROUP	BROADWAY BRIDGE INSPECTED	\$745.72
General Fund Public Works Road & Bridge Total		\$745.72
<u>General Fund Public Works Public Benefit</u>		
F&W LAWN CARE & LANDSCAPING	WEED MOWING- 1004 S LINDN	\$194.00
F&W LAWN CARE & LANDSCAPING	WEED MOWING- 8 DONNA DR	\$193.00
F&W LAWN CARE & LANDSCAPING	WEED MOWING- 218 RISS	\$181.00
F&W LAWN CARE & LANDSCAPING	WEED MOWING, BRANCH REMVL	\$333.00
WAS CON CO	2010 SIDEWALK PROJECT	\$5,720.16
General Fund Public Works Public Benefit Total		\$6,621.16
<u>General Fund Public Works Equipment Maintenance</u>		
MOTION INDUSTRIES INC	FITTINGS - A23	\$83.43
MARTIN EQUIPMENT OF IL INC	REPAIR STABILIZER CYL-S47	\$2,225.30
CARQUEST AUTO PARTS OF BLM IL INC	CREDIT - PKG BRAKE SHOE	(\$21.99)
CARQUEST AUTO PARTS OF BLM IL INC	NEW CLUTCH - U4	\$101.99
DON OWEN TIRE SERVICE	4- FIREHAWK TIRES (N62)	\$294.28
PRAIRIE ARCHWAY INT'L TRUCKS	BLEND DOOR MOTOR - S26	\$28.79
PRAXAIR DISTRIBUTION INC	GAS FOR TORCHES	\$47.30
NAPA AUTO PARTS	GASKETS, SCREWS	\$12.22

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
BILL'S KEY & LOCK SHOP	3 KEYS - PUB WKS	\$4.98
MODAL MARKETING INC	TIRE PLUGS, GLUE	\$66.32
PETERBILT ILLINOIS	REPAIRS, REGEN CK - A20	\$1,153.04
KEY EQUIPMENT & SUPPLY CO	ROLLER SUPPORT	\$89.65
MOTION INDUSTRIES INC	HYD HOSE ENDS (INCL CRMEM	\$27.81
WHOLESALE DIRECT INC	MICROPHONE W/MTG CLIP	\$44.28
ACE HARDWARE	PWR BITS, 15"SAW, SPRYPNT	\$43.36
CENTRAL ILLINOIS TRUCKS INC	UNIT A24 - DPF LIGHT	\$1,084.72
CARQUEST AUTO PARTS OF BLM IL INC	STARTER, W/W SOLVENT	\$132.76
CARQUEST AUTO PARTS OF BLM IL INC	W/W SOLVENT	\$28.62
CARQUEST AUTO PARTS OF BLM IL INC	BRAKE ROTOR,PADS - N48	\$150.73
DON OWEN TIRE SERVICE	TIRES - N45	\$294.28
TERMINAL SUPPLY CO	T-4 LAMPS, BOSCH RELAYS	\$126.23
DON OWEN TIRE SERVICE	TIRE REPAIR, SVC CALL	\$116.50
DON OWEN TIRE SERVICE	TIRE REPAIR - A19	\$27.75
DON OWEN TIRE SERVICE	TIRES, REPAIR - S28 / S45	\$437.22
DON OWEN TIRE SERVICE	TIRES, REPAIR - A16	\$318.50
FASTENAL COMPANY	CAP SCREWS	\$1.48
ADVANCE AUTO PARTS	SPARK PLUGS	\$11.94
ADVANCE AUTO PARTS	DRIVE SHAFT, BULBS	\$61.98
ADVANCE AUTO PARTS	SOCKET ADPTR, SAFETY BLWG	\$30.76
ADVANCE AUTO PARTS	SOCKET ADPTR (N84)	\$14.99
ADVANCE AUTO PARTS	TESTER	\$7.99
General Fund Public Works Equipment Maintenance Total		\$7,047.21
<u>General Fund Public Works Streets</u>		
REDNECK INC	SNAPPER PINS	\$2.70
TRAFFIC SIGN STORE	HOVEY,UNIVERSITY SIGNS	\$138.00
TRAFFIC SIGN STORE	STREET NAME SIGN	\$37.00
MIDWEST CONSTRUCTION RENTALS	BROWN JERSEY GLOVES	\$190.80
MENARDS	10X12 TARP, TWST POLY	\$7.86
ACE HARDWARE	WEATHERSTRIPPING	\$5.00
ACE HARDWARE	UTILITY PUMP, LEVEL	\$84.66
ACE HARDWARE	TAP CARDED	\$5.00
ACE HARDWARE	HAMMER, CIRC BLADE, BITS	\$50.00
ACE HARDWARE	PLASTIC HUB	\$14.00
TRAFFIC SIGN STORE	DRV CAP FOR-U/CHNL POST	\$35.15
TRAFFIC SIGN STORE	STREET NAME SIGNS	\$276.00
MATHIS KELLY CONSTRUCTION	METAL THREAD HANDLE	\$4.64
TRAFFIC SIGN STORE	BIKE & MOTORCY SIGNS	\$315.95
MCLEAN COUNTY CONCRETE	CONCRETE - BLAIR DR	\$729.68
MCLEAN COUNTY CONCRETE	CONCRETE- COLLEGE/ORR	\$1,048.92
MCLEAN COUNTY CONCRETE	HIGH EARLY- COLLEGE/ORR	\$3,078.34
MCLEAN COUNTY CONCRETE	CREDIT - DUMP CONCRETE	(\$92.23)
DIAMOND VOGEL PAINT	WHITE PAINT, TIPS	\$783.35
DIAMOND VOGEL PAINT	WHITE PAINT, LACQ THINNER	\$404.25
DIAMOND VOGEL PAINT	GLASS BEADS	\$920.00
DIAMOND VOGEL PAINT	WHITE MARKING PAINT	\$1,387.10
DIAMOND VOGEL PAINT	WHITE MARKING PAINT	\$1,387.10
DIAMOND VOGEL PAINT	WHITE PAINT, GLASS BEADS	\$1,604.50
DIAMOND VOGEL PAINT	WHITE PAINT, TIP, FILTER	\$727.80
TRAFFIC SIGN STORE	STOP, SCHOOL CRSS, BIKE/	\$6,540.00
TRAFFIC SIGN STORE	PLEASE CLEAN UP AF/PET	\$233.50
TRAFFIC SIGN STORE	U-CHANNEL POSTS, TUBES	\$3,807.40
TRAFFIC SIGN STORE	MIN #375 FINE	\$34.50
UNIQUE PAVING MATERIALS CORP	KOLD FLO DRUMS	\$1,756.82
ALEXANDER LUMBER COMPANY	SPECIALTY FASTNERS-TN003	\$239.44
ADVANCE AUTO PARTS	ADHESIVE TRIM (PW)	\$13.99
DIAMOND VOGEL PAINT	YELLOW PAINT	\$254.80
DIAMOND VOGEL PAINT	WHITE MARKING PAINT	\$693.55

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
RIVER CITY SUPPLY INC	POLY RAP SURFACE(#74703)	\$1,539.96
General Fund Public Works Streets Total		\$28,259.53
<u>General Fund Public Works Waste Removal</u>		
MILL CREEK TRUCKING INC	HAULING SERVICE - AUG	\$2,560.00
AMERICAN PEST CONTROL	PIGEON SERVICE	\$170.00
MENARDS	PARTS (WASTE DIV)	\$5.25
BILL'S KEY & LOCK SHOP	9 MASTER LOCKS- PW	\$94.41
1ST AYD CORPORATION	GLASS CLEANER	\$106.66
ADS OF BLOOMINGTON	HAULING SERVICE - AUG	\$45,043.91
RED WING SHOE STORE	WORK BOOTS - J POWELL/PW	\$120.00
HERITAGE CRYSTAL CLEAN	DRUM MOUNT	\$216.45
CARDMEMBER SERVICE	FARM & FLEET CLOTHING JEF	\$94.49
CARDMEMBER SERVICE	FARM & FLEET TIEDOWNS FOR	\$38.83
General Fund Public Works Waste Removal Total		\$48,450.00
<u>General Fund Parks & Recreation Recreation/Athletic Prog</u>		
READ'S SPORTING GOODS	3- BURY ALL HP (P/REC)	\$147.00
CARDMEMBER SERVICE	PANERA	\$6.50
General Fund Parks & Recreation Recreation/Athletic Prog Total		\$153.50
<u>General Fund Parks & Recreation Recreation/Teen Programs</u>		
CARDMEMBER SERVICE	COLDSTONE-TEEN CAMP	\$72.48
CARDMEMBER SERVICE	UPPER LIMITS-TEEN CAMP	\$170.00
CARDMEMBER SERVICE	FUEL-TEEN CAMP	\$51.67
General Fund Parks & Recreation Recreation/Teen Programs Total		\$294.15
<u>General Fund Parks & Recreation Golf Course Maintenance</u>		
CNH CAPITAL	REPAIRS, PARTS, FILTERS	\$65.09
LAWSON PRODUCTS INC	SWELL SMELL, EPOXY STICK	\$80.07
LAWSON PRODUCTS INC	SWELL SMELL, EPOXY STICK	\$8.75
PRAIRIELAND GOLF CARS LLC	REPAIRS, HEAT SINK	\$110.61
INTEGRITY MECHANICAL	VALVE TEST- CHEM BLDG	\$95.00
JOHN WOLTER	BOOTS	\$35.00
General Fund Parks & Recreation Golf Course Maintenance Total		\$394.52
<u>General Fund Parks & Recreation Administration</u>		
CARDMEMBER SERVICE	SUPPLIES	\$126.99
UNIVERSITY DIRECTORIES LLC	AD IN DIRECTORY/PARKS	\$350.00
General Fund Parks & Recreation Administration Total		\$476.99
<u>General Fund Parks & Recreation Tournament</u>		
ASA	BOOTH - ASA COUNCIL MTG	\$500.00
General Fund Parks & Recreation Tournament Total		\$500.00
<u>General Fund Parks & Recreation Rec.- Before/After School</u>		
SCHOOL SHOP	BSRP / ASRP - SUPPLIES	\$47.26
CARDMEMBER SERVICE	SUPPLIES	\$947.80
General Fund Parks & Recreation Rec.- Before/After School Total		\$995.06
<u>General Fund Parks & Recreation Golf Course</u>		
CINTAS CORPORATION #396	SUPPLIES/SVC - IRNWOOD	\$29.94
CINTAS CORPORATION #396	RESTROOM SVC - IRNWOOD	\$104.25
HORNUNG'S GOLF PRODUCTS INC	PROMOTIONAL PENCILS- IRNW	\$98.45
BATTERY SPECIALISTS	GOLF CART KEYS	\$87.50
COMCAST OF CHICAGO INC	INTERNET SVC - IRNWD	\$89.00
CARDMEMBER SERVICE	SUPPLIES-NYBAKKE	\$43.09
LS MECHANICAL LLC	REPAIRED FREEZER/IRNW	\$459.41
GOLF ASSOCIATES	SCORECARDS/IRNW	\$710.00
GOLF ASSOCIATES	SCORECARDS/IRNW	\$64.17
General Fund Parks & Recreation Golf Course Total		\$1,685.81
<u>General Fund Parks & Recreation Recreation/Youth Programs</u>		
SPARROW, THOMAS E	AM/THEATER PERFORMANCE	\$500.00
CHOBAN, BRIAN	AM/THEATER PERFORMANCE	\$350.00
CHAMPAIGN PARK DISTRICT	ADMISSION FEE (FRKY FRI)	\$155.00
MCLEAN COUNTY TREASURER	SUMMER DAY CAMPS	\$105.00
MCLEAN COUNTY TREASURER	SUMMER DAY CAMPS	\$78.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
MCLEAN COUNTY TREASURER	SUMMER DAY CAMPS	\$95.00
MCLEAN COUNTY TREASURER	SUMMER DAY CAMPS	\$116.00
MCLEAN COUNTY TREASURER	SUMMER DAY CAMPS	\$114.00
ILLINOIS DEPARTMENT OF REVENUE	SALES TAX	\$24.00
CARDMEMBER SERVICE	SWANK PICTURES	\$21.00
CARDMEMBER SERVICE	STAFF LUNCH	\$94.95
CARDMEMBER SERVICE	STAFF LUNCH	\$56.52
CARDMEMBER SERVICE	STAFF LUNCH	\$40.11
CARDMEMBER SERVICE	SUPPLIES	\$55.82
CARDMEMBER SERVICE	SUPPLIES	\$17.68
CARDMEMBER SERVICE	END OF CAMP STAFF DINNER	\$126.44
CARDMEMBER SERVICE	SUPPLIES	\$27.44
CARDMEMBER SERVICE	SUPPLIES	\$2.99
CARDMEMBER SERVICE	SUPPLIES	\$6.45
CARDMEMBER SERVICE	SUPPLIES	\$21.21
CARDMEMBER SERVICE	SUPPLIES	\$32.33
CARDMEMBER SERVICE	SUPPLIES	\$111.30
CARDMEMBER SERVICE	DAY CAMP TRIP EXPENSES	\$816.17
CARDMEMBER SERVICE	PEORIA PALACE	\$334.50
General Fund Parks & Recreation Recreation/Youth Programs Total		\$3,301.91
<u>General Fund Parks & Recreation Theater</u>		
MUSIC BOX FILMS	GIRL WHO PLAYED W/FIRE	\$250.00
PANTAGRAPH	THEATER ADS	\$2,616.60
ZEITGEIST FILMS	MID-AUGUST LUNCH (35MM)	\$780.00
ILLINOIS DEPARTMENT OF REVENUE	SALES TAX	\$276.00
CITY OF BLOOMINGTON	FOOD/BEVERAGE TAX	\$49.00
UNIVERSAL FILM EXCHANGE INC	BEING JOHN MALKOVICH	\$250.00
DHL AIR & OCEAN	NIGHT AT THE OPERA/L TUNE	\$103.98
DHL AIR & OCEAN	PRIVATE LIVES	\$103.98
TECHNICOLOR	FILM MATERIAL	\$23.11
WARNER BROS DISTRIBUTING	BAL: GOONIES,MR BL, NIGHT	\$588.20
REGENT COMMUNICATIONS INC	WJBC - THEATER #69657	\$120.00
General Fund Parks & Recreation Theater Total		\$5,160.87
<u>General Fund Parks & Recreation Aquatics</u>		
HOHULIN BROTHERS FENCE CO	NATIONWIDE HINGE PAIR	\$24.00
AVANTI'S ITALIAN RESTAURANT	PIZZA FOR LIFE GUARDS	\$33.00
NICOR GAS	AAC	\$149.76
CARDMEMBER SERVICE	WEIGHT SCALE FOR POOLS	\$142.48
CARDMEMBER SERVICE	PANERA	\$6.49
CARDMEMBER SERVICE	PANERA	\$13.83
CARDMEMBER SERVICE	PANERA	\$19.17
CARDMEMBER SERVICE	MONICAL'S	\$48.40
CARDMEMBER SERVICE	PANERA	\$27.31
BRENNTAG MID-SOUTH INC	MURIATIC ACID,SOD BICARBO	\$1,375.00
BRENNTAG MID-SOUTH INC	MURIATIC ACID,SOD BICARBO	\$195.70
GOLD MEDAL- CHICAGO	CONCESSION/FV POOL	\$1,135.42
GOLD MEDAL- CHICAGO	CONCESSION/FV POOL	\$1,797.64
GOLD MEDAL- CHICAGO	CONCESSION/FV POOL	\$780.46
General Fund Parks & Recreation Aquatics Total		\$5,748.66
<u>General Fund Parks & Recreation Children's Disc Museum</u>		
LEARNING RESOURCES INC	ITEMS FOR STORE/EXH- CDM	\$296.76
LEARNING RESOURCES INC	ITEMS FOR STORE/EXH- CDM	\$216.02
DISCOUNT SCHOOL SUPPLY	CRAFT SUPPLIES- ART ROOM	\$709.18
DISCOUNT SCHOOL SUPPLY	PAINT SMOCKS, X RAYS	\$178.40
DISCOUNT SCHOOL SUPPLY	PLSTC BRUSHES - CDM	\$11.24
DISCOUNT SCHOOL SUPPLY	ART SMOCKS	\$224.16
DISCOUNT SCHOOL SUPPLY	EASY LABEL TOTES, COLORS	\$119.21
DELTA EDUCATION LLC	PUZZLES - CDM	\$47.95
PREMIER PRINT GROUP	SEPT-NOV NEWSLETTER	\$2,726.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
JUST THINK TOYS INC	RESALE ITEMS - CDM STORE	\$513.00
PRAIRIE FARMS DAIRY INC	MILK, JUICE ORDER - CDM	\$298.65
TEAM KINGSLEY LLC	DIGITAL VIDEO PLAYER- CDM	\$461.56
OFFICE DEPOT CREDIT PLAN	CDM SUPPLIES	\$60.79
ACE HARDWARE	SUPPLIES - PARKS/REC	\$5.99
CARDMEMBER SERVICE	SIGN HOLDERS	\$156.13
CARDMEMBER SERVICE	ARTSINK SOFTWARE	\$129.99
CARDMEMBER SERVICE	BARNARD LTD	\$168.66
CARDMEMBER SERVICE	LAKESHORE LEARNING	\$282.73
CARDMEMBER SERVICE	TAG TOYS	\$125.87
CARDMEMBER SERVICE	TARGET-BABY	\$118.16
CARDMEMBER SERVICE	BABY DOLLS	\$215.98
CARDMEMBER SERVICE	KAPLAN	\$95.19
CARDMEMBER SERVICE	WHIRLYGIGS -AIR	\$65.98
CARDMEMBER SERVICE	MENARDS -RETURN	(\$17.97)
CARDMEMBER SERVICE	CAMP SUPPLIES	\$85.45
CARDMEMBER SERVICE	CLASS SUPPLIES	\$10.21
General Fund Parks & Recreation Children's Disc Museum Total		\$7,305.29
<u>General Fund Parks & Recreation Parks Maintenance</u>		
ILLINOIS STANDARD PARTS INC	DRILL BITS, CHEMICAL	\$63.88
ILLINOIS STANDARD PARTS INC	PAINT, BOLTS, CONNECTORS	\$70.99
MILLER JANITOR SUPPLY	TRASH LINERS - 16NPR00	\$178.35
MARTIN BROTHERS	SHAFT (FOR R304)	\$20.99
PRAXAIR DISTRIBUTION INC	OXYGEN CYLINDERS	\$68.80
ILLINOIS STANDARD PARTS INC	PAINT, DRILL BITS, TIES,	\$105.14
ILLINOIS STANDARD PARTS INC	HOOKS, BOLTS, BLK TIES,	\$142.77
BRADFORD SUPPLY CO	PV TEE SLIPS, BUSHINGS	\$9.57
REDNECK INC	REPL PIN & CABLE	\$5.56
CNH CAPITAL	REPAIRS, PARTS, FILTERS	\$982.07
RED WING SHOE STORE	BOOTS - N BAIR (P/REC)	\$120.00
MATHIS KELLY CONSTRUCTION	WTRBASE KURE-N-SEAL	\$64.53
SHERWIN-WILLIAMS CO	PAINT SUPPLIES- AHLER SH	\$21.56
DON OWEN TIRE SERVICE	TIRES, STEMS, BALANCE-R38	\$273.66
BILL'S KEY & LOCK SHOP	KEYS FOR MAXWL SOUTH	\$37.00
MOTION INDUSTRIES INC	HOSE ASSEMBLY	\$21.74
LAWSON PRODUCTS INC	QUICK PEEL - FAIRVIEW	\$134.72
LAWSON PRODUCTS INC	SWELL SMELL- CHAMP FLD	\$125.57
GROWING GROUNDS	FELCO	\$55.23
GROWING GROUNDS	MIRACLE GRO	\$27.18
GROWING GROUNDS	GRASSES, HOSTA, BRUNERA	\$268.38
GROWING GROUNDS	PERENNIALS	\$30.56
DARNALL CONCRETE	8" WALLSTONE, PORT-LIME	\$557.40
DARNALL CONCRETE	8" WALLSTONE, PORT-LIME	\$552.05
DARNALL CONCRETE	VANA-TROL, PORT-LIME MIX	\$47.10
DARNALL CONCRETE	PORT-LIME MIX	\$16.95
JOHN DEERE LANDSCAPES INC	MAXIPAW ROTOR, GLOBE/ANGL	\$699.63
SUNBURST NURSERIES	LANDSCAPING BUSHES	\$484.00
SUNBURST NURSERIES	ZEBRA GRASS	\$20.00
KICKAPOO CREEK NURSERY	DWARF ZEBRA GRASS	\$140.00
ROANOKE CONCRETE PRODUCTS CO	SOLID BLOCKS (STOCK)	\$63.92
ADVANCE AUTO PARTS	AUTO SUPPLIES	\$151.05
DON OWEN TIRE SERVICE	FLAT REPAIR, TUBE	\$31.12
MIDWEST EQUIPMENT II	ANNULAR BUFFER, PLUT	\$10.44
CARDMEMBER SERVICE	IL ARBORIST ASSOC TRAININ	\$300.00
CARDMEMBER SERVICE	LOCKS	\$133.58
CARDMEMBER SERVICE	CONFERENCE FOOD EXPENSES	\$132.36
THOMAS CHERRY	DOOR HANDLE MECH.	\$29.75
NEWNAM MARKETING	SEMI MULCH	\$1,275.00
GREEN VIEW NURSERY	PLANTS/PARKS	\$199.60

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
JOPAC COMPANIES	L/SPIN-ON/PARKS	\$5.44
BRADFORD SUPPLY CO	PVC PIPE,OATEY CEMENT	\$231.18
JOHN DEERE LANDSCAPES INC	NOZZELS,SPRAY HEADS	\$314.11
SHERWIN-WILLIAMS CO	HIGHWAY WHITE PAINT	\$7.29
CORN BELT ENERGY CORP	SECURITY LIGHTS INSTALLED	\$1,324.00
GAME TIME	ENG WOOD FIBAR	\$4,280.00
GAME TIME	SAFETY SURFACING	\$2,888.75
ALEXANDER LUMBER COMPANY	FELT, WEATHERED WOOD	\$48.74
ACE HARDWARE	SUPPLIES - PARKS/REC	\$101.66
ACE HARDWARE	SUPPLIES - PARKS/REC	\$342.38
ACE HARDWARE	SUPPLIES - PARKS/REC	\$11.16
ACE HARDWARE	SUPPLIES - PARKS/REC	\$167.46
General Fund Parks & Recreation Parks Maintenance Total		\$17,394.37
General Fund Concessions Aquatics		
KOLDAIRE EQUIPMENT COMPANY	NAPKINS/FV POOL	\$32.00
KOLDAIRE EQUIPMENT COMPANY	JUMBO STRAWS,CUPS,LIDS	\$106.50
General Fund Concessions Aquatics Total		\$138.50
General Fund Concessions Golf Course		
AVANTT'S ITALIAN RESTAURANT	RESALE ITEMS- IRNWOOD	\$1,024.29
PEPSI COLA GENERAL BOTTLERS	SODA/CO2-IRNWD/ #84871	\$97.15
PEPSI COLA GENERAL BOTTLERS	SODA/CO2-IRNWD/ #84871	\$109.43
PEPSI COLA GENERAL BOTTLERS	SODA - IRNWD/ #84871	\$538.66
CITY BEVERAGE LLC	BEER ORDER - IRNWD/3100B	\$116.05
RA-JAC DISTRIBUTING	BEER ORDER-IRNWD#20751	\$99.00
CITY BEVERAGE LLC	BEER ORDER- IRNW#3100B	\$107.80
General Fund Concessions Golf Course Total		\$2,092.38
		General Fund
		\$407,177.56
Motor Fuel Tax Fund Public Works Motor Fuel Tax		
FARNSWORTH GROUP	BRDWAY BRIDGE-PHASE II	\$22,923.50
TESTING SERVICE CORP	PIPELINE ROAD	\$3,093.50
TESTING SERVICE CORP	VIRGINIA AVENUE	\$1,114.00
TESTING SERVICE CORP	WILLOW ST- RECONSTRUCTION	\$718.00
UNION PACIFIC RAILROAD COMPANY	MISC FLAGGING CHARGES	\$645.70
Motor Fuel Tax Fund Public Works Motor Fuel Tax Total		\$28,494.70
		Motor Fuel Tax Fund
		\$28,494.70
Community Development Fd Community Development Administration		
CULLIGAN WATER CONDITIONING	SERVICE: 8/10, 8/24, 8/30	\$11.05
Community Development Fd Community Development Administration Total		\$11.05
		Community Development Fd
		\$11.05
Energy Block Grant Fund Administration - City Mgr Energy Block Grant		
WILCOX ELECTRIC & SERVICE INC	CDM SOLAR PROJECT	\$11,585.25
Energy Block Grant Fund Administration - City Mgr Energy Block Grant Total		\$11,585.25
		Energy Block Grant Fund
		\$11,585.25
Debt Service & Proj. Res.		
RECOVERY SOLUTIONS I, LLC	MODULAR UNIT-COMMERCE	\$2,875.00
Debt Service & Proj. Res. Total		\$2,875.00
Debt Service & Proj. Res. Finance Administration		
RECOVERY SOLUTIONS I, LLC	MODULAR UNIT-TOWN PORTION	\$2,875.00
Debt Service & Proj. Res. Finance Administration Total		\$2,875.00
		Debt Service & Proj. Res.
		\$5,750.00
Capital Investment Fund Other-Capital Investment Capital Investment		
GAME TIME	PLAYGRND EQUIP- SHEPARD	\$70,148.52
JOHNSTON CONTRACTORS INC	FFAC RENOVATION	\$149,141.15
Capital Investment Fund Other-Capital Investment Capital Investment Total		\$219,289.67
		Capital Investment Fund
		\$219,289.67
Junction Center Other-Capital Investment Junction Center		
RATIO ARCHITECTS INC	MULTIMODAL TRANSP CENTER	\$20,973.40

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
Junction Center Other-Capital Investment Junction Center Total		\$20,973.40
Junction Center		\$20,973.40
<u>Uptown Roads Other-Capital Investment Roads & Storm Sewers</u>		
LAESCH ELECTRIC INC	RECEPTACLE WORK-UPTWN	\$3,115.50
CARDMEMBER SERVICE	12 LOCKS W/KEYS FEST POWE	\$133.59
CLARK DIETZ INC	COLLEGE/MULBERRY LIGHTING	\$9,088.00
F&W LAWN CARE & LANDSCAPING	UPTOWN TREE PLANTINGS	\$2,718.50
ACE HARDWARE	BRUSHES, PAINT THINNER	\$43.96
VALLEY CITY SIGN COMPANY	STREET SIGNS, DIST MAPS	\$28,109.86
Uptown Roads Other-Capital Investment Roads & Storm Sewers Total		\$43,209.41
Uptown Roads		\$43,209.41
<u>Uptown Program/Planning Other-Capital Investment Consultants/Studies/Misc</u>		
WILCOX ELECTRIC & SERVICE INC	WATER TREATMENT CELL TWR	\$4,404.62
TESTING SERVICE CORP	UPTOWN STREETScape - II	\$40.50
Program/Planning Other-Capital Investment Consultants/Studies/Misc Total		\$4,445.12
Uptown Program/Planning		\$4,445.12
<u>Uptown S. of Tracks P Other-Capital Investment Area South of Tracks -"P"</u>		
SMITH, RICHARD	1ST INSTALLMNT-WILD CNTRY	\$108,333.34
town S. of Tracks P Other-Capital Investment Area South of Tracks -"P" Total		\$108,333.34
Uptown S. of Tracks P		\$108,333.34
<u>2008 Bond Fund Finance Administration</u>		
U.S. BANK	G.O.BONDS- SERIES 2008	\$750.00
2008 Bond Fund Finance Administration Total		\$750.00
2008 Bond Fund		\$750.00
<u>SSA Bond - College Hills</u>		
TOWN OF NORMAL	SSA PROPERTY TAXES	\$243,738.84
SSA Bond - College Hills Total		\$243,738.84
SSA Bond - College Hills		\$243,738.84
<u>Water Fund</u>		
FERGUSON WATERWORKS	5/8 X 3/4 T10 METERS	\$8,667.00
WATER PRODUCTS CO OF ILLINOIS	4" & 6" CUTTING VALVE	\$2,125.20
FERGUSON WATERWORKS	5/8" T10 METERS	\$1,733.40
B-N WATER RECLAMATION DISTRICT	RECEIPTS	\$155,184.60
B-N WATER RECLAMATION DISTRICT	MMMA RECEIPTS	\$10,249.13
Water Fund Total		\$177,959.33
<u>Water Fund Water Administration</u>		
DIGITAL COPY SYSTEMS LLC	COPIER MAINT: 9/19-10/18	\$57.50
CLIFTON GUNDERSON LLP	AUDIT - FY ENDING 2010	\$157.00
CASEY'S GARDEN SHOP INC	FRUIT BASKET - CONLEY	\$40.00
PAETEC BUSINESS SERVICES	WATER ADMIN	\$6.54
Water Fund Water Administration Total		\$261.04
<u>Water Fund Water Distribution</u>		
MENARDS	PVD PIPE, HOSE CLAMPS	\$12.59
MENARDS	LTX GLOVES, BRUSH SET,	\$26.84
PRAXAIR DISTRIBUTION INC	OXYGEN CYLINDERS	\$27.95
NICOR GAS	700 E PINE ST - GAS BILL	\$23.89
IL POTABLE WATER SUPPLY	ROBERT MILLER	\$75.00
METAMORA TELEPHONE CO	PAGING SERVICE	\$27.69
ACE HARDWARE	SUPPLIES - WATER DEPT	\$42.62
CCP INDUSTRIES INC	SCRIMDRY	\$319.00
CCP INDUSTRIES INC	SCRIMDRY	\$58.91
KOENIG BODY & EQUIPMENT INC	TAIL GATE CABLE 16"	\$40.86
WATER PRODUCTS CO OF ILLINOIS	CURB BOX BOLTS	\$55.00
WATER PRODUCTS CO OF ILLINOIS	HOSE NOZZLE	\$54.72
WATER PRODUCTS CO OF ILLINOIS	BREAKFLG KIT, HYD BOLTS	\$81.00
MENARDS	WRENCHES, PRESSURE GAUGE,	\$87.51
ALEXANDER LUMBER COMPANY	18" WOOD STAKES (#TN004)	\$29.00

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
WEST SIDE CLOTHING	JEANS - R MILLER / WTR	\$75.00
CASEY'S GARDEN SHOP INC	PLANTER - J WYATT	\$37.00
VALLEY VIEW INDUSTRIES INC	BLK DIRT, 1" STONE	\$500.50
VALLEY VIEW INDUSTRIES INC	BLK DIRT, 1" STONE	\$401.38
JULIE INC	AUG LOCATES (WTR)	\$434.75
PAETEC BUSINESS SERVICES	WATER DIST	\$0.10
Water Fund Water Distribution Total		\$2,411.31
<u>Water Fund Water Treatment</u>		
MCMASTER-CARR SUPPLY CO	DATA CABLE	\$175.95
MENARDS	3/4" INSERT TEE	\$0.68
MENARDS	PVC PARTS, PIPE	\$25.69
MOTION INDUSTRIES INC	LUBRICANTS & ADHESIVES	\$23.97
EVERGREEN FS INC.	KEROSENE (WTR-4675500)	\$34.40
MOTION INDUSTRIES INC	COUPLERS, NIPPLE	\$27.24
HICKMAN,WILLIAMS & COMPANY	25.62 TN LIME	\$3,497.13
CRESCENT ELECTRIC SUPPLY CO	LIGHTING ARRESTER	\$81.67
MENARDS	DEG SPRAY TIP, QD SET	\$13.48
OFFICE DEPOT INC	MARKER	\$7.19
HICKMAN,WILLIAMS & COMPANY	26.01 TN LIME	\$3,550.37
VIDEOSURVEILLANCE COM LLC	NETWORK DOME CAMERA	\$1,324.95
VIDEOSURVEILLANCE COM LLC	NETWORK DOME CAMERA	\$18.30
PRAXAIR DISTRIBUTION INC	OXYGEN CYLINDERS	\$27.95
IL POTABLE WATER SUPPLY	MARC MEYER	\$100.00
IL POTABLE WATER SUPPLY	SUSAN SYLVESTER	\$100.00
IL POTABLE WATER SUPPLY	CHRIS MCFADDEN	\$100.00
IL POTABLE WATER SUPPLY	SAM NAFZIGER	\$75.00
IL POTABLE WATER SUPPLY	DAN JACKSON	\$165.00
METAMORA TELEPHONE CO	PAGING SERVICE	\$27.69
ACE HARDWARE	SUPPLIES - WATER DEPT	\$150.12
CENTRAL IL SCALE CO	ANNUAL SERVICE FEE	\$334.00
GETZ FIRE EQUIPMENT	RESTOCK MEDICAL -WTR/TRTM	\$320.50
HACH COMPANY	TURBIDITY METER	\$1,991.95
HACH COMPANY	CHEMICALS - TRTMENT DIV	\$165.84
MENARDS	LUMBER, DECK SCREWS	\$24.22
MILLER JANITOR SUPPLY	TOILET PAPER- 16NW000	\$49.19
EVERGREEN FS INC.	KEROSENE (WTR-#4675500)	\$35.69
MATHIS KELLY CONSTRUCTION	FRAMES, SMOKE	\$49.86
MENARDS	SEAM SEALER	\$4.78
HICKMAN,WILLIAMS & COMPANY	25.79 TN LIME	\$3,520.34
BRENTAG MID-SOUTH INC	LIQUID CHLORINE	\$1,684.00
BRENTAG MID-SOUTH INC	SOD HYPOCHLORITE	\$186.56
BILL'S KEY & LOCK SHOP	RE-KEY CYLINDERS, KEYS	\$480.66
ADVANCE AUTO PARTS	5G ENVIRO-FLO	\$37.38
CRESCENT ELECTRIC SUPPLY CO	LITH EXIT,1/2 EMT-CONDUIT	\$143.02
CRESCENT ELECTRIC SUPPLY CO	LIGHTING ARRESTERS	\$382.95
CRESCENT ELECTRIC SUPPLY CO	WIRE, CONDUIT, CONNECTORS	\$105.86
GLOBAL WATER INSTRUMENTATION IN	LCD DISPLAY CONTROLLERS	\$1,012.35
GLOBAL WATER INSTRUMENTATION IN	LCD DISPLAY CONTROLLERS	\$15.00
ALL AMERICAN DOOR HARDWARE INC	ALARM LOCKS (MULBERRY)	\$1,562.00
HANSON INDUSTRIAL INC	1/4" COUPLER O-RINGS	\$7.60
BRATCHER HEATING & A/C	DAMPER MOTOR, PARTS	\$566.66
BRATCHER HEATING & A/C	DAMPER MOTOR, PARTS	\$11.75
NICOR GAS	1012 S ADELAIDE ST - AUGU	\$32.12
US ALUMINATE COMPANY INC	LIQ ALUMINUM SULFATE	\$5,036.43
NICOR GAS	WEST RESERVOIR AUGUST 201	\$40.71
PAETEC BUSINESS SERVICES	WATER TREAT	\$5.33
Water Fund Water Treatment Total		\$27,333.53
Water Fund		\$207,965.21
<u>Water Capital Investment Water Capital Investment</u>		

<u>Vendor Name</u>	<u>Description</u>	<u>Transaction Amount</u>
LEANDER CONSTRUCTION INC	WTP BAFFLES PROJECT	\$93,816.68
ATLAS EXCAVATING INC	GRNDVW,EASTVW- MAIN REPL	\$93,115.70
ATLAS EXCAVATING INC	CHERRY ST RAW WTR MAIN	\$222,533.70
SCADAWARE INC	WAGO 2/CH OUTPUT RELAY	\$119.30
SCADAWARE INC	WAGO 2/CH OUTPUT RELAY	\$5.59
FARNSWORTH GROUP	WTP FILTER REPLCMENT	\$4,024.31
WATER PRODUCTS CO OF ILLINOIS	2" PE TUBING	\$400.00
WATER PRODUCTS CO OF ILLINOIS	2" BEND, COUPLINGS, BENDS	\$1,429.64
WATER PRODUCTS CO OF ILLINOIS	CONCENTRIC REDUCER, FLG	\$3,084.00
LAYNE CHRISTENSEN COMPANY	WELL 101 SERVICED	\$17,240.40
Water Capital Investment Water Capital Investment Total		\$435,769.32
		Water Capital Investment \$435,769.32
<u>Sewer Fund Sewer Administration</u>		
NEENAH FOUNDRY COMPANY	FRAME GRATES, CURB BOX	\$3,933.43
SCADAWARE INC	FRANKLIN HGHTS L/STA REPL	\$3,770.00
MENARDS	ADAPTERS FOR CAMERA	\$11.46
CITY OF BLOOMINGTON	SHARED SEWER CHARGES	\$186.15
ELECTRIC PUMP	SVC CALL- A/PRT L/STATION	\$328.23
FARNSWORTH GROUP	SEWAGE L/STATIONS-ARPR T R	\$394.96
WATER PRODUCTS CO OF ILLINOIS	O-RING, 3" CAP	\$94.20
DARNALL CONCRETE	1" & 2" RISER RINGS	\$176.00
DARNALL CONCRETE	2" RISER RING	\$44.00
DARNALL CONCRETE	2" RISER RING	\$44.00
DARNALL CONCRETE	CONCRETE BRICK	\$13.68
DARNALL CONCRETE	CONCRETE BRICK	\$328.32
DARNALL CONCRETE	PORT-LIME MIX	\$250.00
MCLEAN COUNTY CONCRETE	FLOWABLE FILL- FRNKLN AVE	\$330.00
JULIE INC	AUG LOCATES (SEWER)	\$434.75
Sewer Fund Sewer Administration Total		\$10,339.18
		Sewer Fund \$10,339.18
<u>Stormwater Management Fd Stormwater Management Administration</u>		
HTE VAR, LLC	IBM ESERVER, FREIGHT	\$20,820.10
Stormwater Management Fd Stormwater Management Administration Total		\$20,820.10
		Stormwater Management Fd \$20,820.10
<u>Gen Veh Replacement Fund Information Technology Administration</u>		
HTE VAR, LLC	IBM ESERVER, FREIGHT	\$10,256.45
Gen Veh Replacement Fund Information Technology Administration Total		\$10,256.45
<u>Gen Veh Replacement Fund Public Works Waste Removal</u>		
SECTY OF STATE-MOTOR VEH DIV	TITLE / PLATES- LDT2-26	\$105.00
Gen Veh Replacement Fund Public Works Waste Removal Total		\$105.00
		Gen Veh Replacement Fund \$10,361.45
Grand Total		\$1,779,013.60

TOWN COUNCIL ACTION REPORT

September 16, 2010

A Motion to Approve Revised Guidelines and Change the Name of the Town of Normal Housing Rehabilitation Program to the Homeowners Emergency Repair and Accessibility Program

PREPARED BY: Geoff Fruin, Assistant City Manager

REVIEWED BY: Mark R. Peterson, City Manager
Greg Troemel, Director of Inspections

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Program Guidelines

BACKGROUND

The Town of Normal has operated a longstanding housing rehabilitation grant program that aims to assist low-income homeowners. The grant program pays for needed structural and mechanical repairs to eligible households. Additionally, the program funds materials needed for accessible ramps that are built through the local AMBUCS program.

Historically, the program has been funded with Community Development Block Grant (CDBG) funds. However, a few years ago the Town moved the program to the General Fund in order to allow for greater flexibility of funds and to streamline administration. In recent years, the Town has budgeted \$50,000 annually for this program.

Traditionally the program has funded a variety of projects, including but not limited to, roof replacements, window replacements, and mechanical system improvements. The program allowed for a \$10,000 maximum grant. Because of the broad eligibility of projects, it was not uncommon for homeowners to receive the maximum allowable grant amount. As a result, funds for this effort were often expended early in the fiscal year, thus creating a need to turn away numerous eligible applicants. Many of the applicants that have been turned away demonstrated emergent needs, such as furnace or water failure in the winter months.

DISCUSSION/ANALYSIS

Town staff recently began reviewing the program guidelines in an attempt to identify ways to better prioritize the limited funds that are available. The goal of this review was to ensure that Town funds are available for the neediest households that have urgent life, health, safety and accessibility needs. In order to accomplish this goal, staff is recommending two major changes to the current program.

TOWN COUNCIL ACTION REPORT

The first major change being recommended deals with income limits for applicants. Under current program guidelines, applicants must have income that is no greater than 80% of the area median income level. Staff is recommending that this level be changed to 50% of the area median income, thus effectively shrinking the pool of eligible households. The income limits used by the Town are published annually by the federal Department of Housing and Urban Development. The most recent income limits published indicate that 50% of the area median household income for a family of four is \$38,300.

The second major program change being recommended pertains to the types of projects that are eligible for grant funding. The proposed change limits projects to those directly related to life and health safety issues as determined at the sole discretion of the Town of Normal. Examples of eligible projects may include, but are not necessarily limited to, furnace and water heater repairs, emergent electrical or mechanical problems, accessibility needs, structural failures and significant roof failures. When feasible, improvements requiring new equipment shall meet Energy Star or other similar energy efficiency standards.

Most all other program guidelines remain substantially similar to those currently in place. Staff is proposing changing the name of the program to the Homeowners Emergency Repair and Accessibility Program. A document detailing program guidelines, eligibility requirements and other regulations is included with this report. If approved by Council, staff plans to launch the new program on October 1, 2010. Prior to launching the program, staff will develop public education pieces and communicate the revised program to local social service agencies.



Homeowner's Emergency Repair and Accessibility Program

Program Description:

The Homeowner's Emergency Repair and Accessibility Program is designed to provide assistance to low-income households that do not possess the financial means to correct significant life and health safety issues at their residence. The program also provides funds for emergent accessibility needs of homeowners. The goal of the program is to preserve the community's single family housing stock and assist individuals and families in maintaining their home-ownership status.

Eligibility Guidelines:

1. Repairs and accessibility improvements are eligible to be completed on owner-occupied single-family housing structures. Mobile homes are considered eligible under the program, however other portable housing structures, such as recreation vehicles, are not eligible.
2. The homeowner/applicant must be considered Very Low Income (50% or less of the median household income) as defined by the United States Department of Housing and Urban Development. All income and financial assets must be disclosed as requested in the program application.
3. Requested repairs must be directly related to life and health safety issues as determined at the sole discretion of the Town of Normal. Examples of eligible projects may include, but are not necessarily limited to, furnace and water heater repairs, emergent electrical or mechanical problems, structural failures and significant roof failures. When feasible, improvements requiring new equipment shall meet Energy Star or other similar energy efficiency standards.
4. Accessibility improvements include entryway ramping through the AMBUCS program and interior accessibility improvements directly related to life and health safety issues as determined at the sole discretion of the Town of Normal.
5. The Town will pay 100% of the cost of approved projects, with a maximum assistance of level \$10,000. Repairs or improvements exceeding \$10,000 will have to be supplemented with additional funds raised by the homeowner/applicant. No single person or property may receive more than \$10,000 of assistance in one year or \$25,000 in any consecutive five year period.
6. All applicants must fully complete the program application and supply all requested supplemental documents.
7. The Town retains the sole authority and right to accept or deny applications for any reason.

Other Rules and Regulations:

1. Before any work commences a signed program agreement must be executed by both the Town of Normal and the approved applicant.
2. All contractors will be selected by the Town of Normal through the procedures identified in the Town's Purchasing Manual. Contractors will perform the work on behalf of the Town of Normal at a time that is mutually agreeable by all parties. All contractors must execute a service agreement before commencing work on the project.
3. The program is subject to available funding and may be discontinued at any such time funds become unavailable. The Town of Normal retains the right approve or reject any and all applications.

TOWN COUNCIL ACTION REPORT

September 16, 2010

Resolution Authorizing Execution of a Wireline Crossing Agreement with Union Pacific Railroad Company

PREPARED BY: Steven D. Mahrt, Corporation Counsel

REVIEWED BY: Gene Brown, City Engineer
Mindy L. Hite, Director of Information Technology
Wayne Aldrich, Uptown Development Director

BUDGET IMPACT: Funds are available in Line Item 335-9880-466.20-10 to pay for the License from the Union Pacific Railroad Company - \$2,234.00

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Resolution and Wireline Crossing Agreement with Exhibits.

BACKGROUND

The IT Department has substantially completed a fiber optic installation designed to connect various municipal buildings with City Hall. In order to complete the project it is necessary to cross Union Pacific Railroad right-of-way, the Union Pacific Railroad Company is willing to permit the crossing of its railroad right-of-way under the terms of a Wireline Crossing Agreement.

DISCUSSION/ANALYSIS

The Wireline Crossing Agreement provides authority for the Town and its contractor to pull the fiber wire through an existing conduit in the U.P. right-of-way. Under the terms of the Agreement the Town is required to pay a one-time license fee of \$2,234.00. The Town is also required to provide evidence of insurance in compliance with the requirements set forth in Exhibit C attached to the Agreement. The Town must provide Commercial Liability Insurance, Contractual Liability Insurance, Business Automobile Liability Insurance, Worker's Compensation Insurance and Railroad Protective Liability Insurance. Additionally, under the terms of the Agreement, the Town must indemnify the railroad from any and all claims arising out of the work or the presence of the wire on railroad property. The Town also agrees to comply with certain railroad safety requirements while working within the railroad right-of-way. The railroad requirements are standard railroad requirements, not subject to modification, and, therefore, in order to complete the project, it is necessary for the Town to agree to these terms.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A WIRELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY

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

WHEREAS, the Town of Normal has constructed a fiber optic system connecting certain public buildings in Uptown Normal with City Hall; and

WHEREAS, it is necessary to cross the Union Pacific Railroad right-of-way with said fiber optic system; and

WHEREAS, Union Pacific Railroad Company is willing to authorize the Town of Normal to cross its right-of-way in accordance with the terms of a Wireline Crossing Agreement; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into a Wireline Crossing Agreement with Union Pacific Railroad Company.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President be and he is hereby authorized to execute for and on behalf of the Town of Normal a Wireline Crossing Agreement with Union Pacific Railroad Company; a copy of which is marked Exhibit A, attached hereto and incorporated herein.

SECTION TWO: That the Town Engineer, Gene Brown, is hereby authorized to take all necessary action to effect said Agreement.

APPROVED:

President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

Town Clerk

(Seal)



September 13, 2010
Folder: 02594-13

GENE BROWN
TOWN OF NORMAL
100 E. PHOENIX
NORMAL IL 61761

RE: Proposed Construction of a Underground Fiber Optic Wireline Crossing at Mile Post 124.08 on the Joliet Subdivision/Branch at or near Normal, Mclean County, Illinois

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute the attached documents IN DUPLICATE and return immediately.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Two Thousand Two Hundred Thirty-Four Dollars (\$2,234.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02594-13 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

Connie Alvis
Manager - Contracts - Real Estate

Wireline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 02594-13

WIRELINE CROSSING AGREEMENT

Mile Post: 124.08, Joliet Subdivision/Branch
Location: Normal, McLean County, Illinois

THIS AGREEMENT (“Agreement”) is made and entered into as of September 13, 2010, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **TOWN OF NORMAL**, to be addressed at 100 E. Phoenix, Normal, Illinois 61761 (“Licensee”).

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

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further 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

one underground fiber optic wireline

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 July 07, 2010, 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.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time Non-Contingent Fee of **Two Thousand Two Hundred Thirty Four Dollars (\$2,234.00)**.

Article 3. 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 4. 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 5. INSURANCE.

A. During the life of the Lease, Licensee shall fully comply with the 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 lease, those statutes shall apply.

D. Licensee hereby acknowledges that is 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 6. 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.

Article 7. SPECIAL PROVISIONS.

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

UNION PACIFIC RAILROAD COMPANY

TOWN OF NORMAL

By: _____
 Manager - Contracts

By: _____
Name Printed: _____
Title: _____

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. 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.

B. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

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

H. 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"):

Chris Keckeisen
Mgr Track Mntce
811 W Chestnut
Bloomington, Il 61701
Work Phone: 402-501-3734
Cell Phone: 314 315-6718

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 Licensor 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 haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor 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 CONTRACTOR, 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 OR 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 Lease (except as otherwise provided in this Lease) 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)
- (iv) 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 is 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.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

www.uprr.com/reus/rrinsure/insurovr.shtml

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: william.j.smith@marsh.com

Email: cindy.long@marsh.com

*PLEASE NOTE - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA
NW 8622
PO Box 1450
Minneapolis, MN 55485-8622

June 29, 2010

Connie Alvis
UPRR Railroad Company
RE Dept. MS-1690
1400 Douglas St.
Omaha, NE 68179

Re: Application – Right of Entry – Town of Normal

Dear Ms. Alvis:

Enclosed find two copies of an Application for an underground wire crossing for a fiber optic line project in the Town of Normal for work to be completed in and around mile post 124.08 in Normal, Illinois. Work proposed consists of locating an existing conduit installed during drainage improvements completed along this rail line by IDOT in 2004 as designed by Design Nine Inc. The conduit was installed for use by the Town for future communication lines which we are now ready to install.

Also enclosed find two copies of Exhibit “A” for this Application, a description of work labeled Exhibit “B”, a location map labeled Exhibit “C”, and a design report for the shoring design from Mauer – Stutz, Inc. for the excavation required north of the tracks on property owned by the Town of Normal. Included with the report is a certification from the manufacturer of the trench box to be used by the contractor and a memorandum from the engineer who completed the design report concurring with the manufacturers’ certification of the trench box.

Please contact me at (309) 454-9574 or at gbrown@normal.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Sincerely,

Gene Brown
Town Engineer

Encl.

cc: Wayne Aldrich
John Cherry

Folder No. 2594.13

EXHIBIT "B"

Purpose of our request:

An 85' long 4-1/2" diameter steel casing was installed by the Illinois Department of Transportation in 2004 for future use by the Town of Normal for future fiber optic communications line. (See Exhibits 1 and 2 attached)

This project involves horizontal directional drilling a 2" HDPE Schedule 80 conduit from the location indicated on Exhibit 3 to the north end of the existing steel casing located on Town owned property north of the tracks as shown on Exhibit 3. The bore and conduit will then enter the existing steel casing and continue in the casing to the south end of the casing pipe south of the tracks and continue south to Town of Normal property terminating at the Normal City Hall approximately 300' south of the south Union Pacific ROW line.

A 24 strand fiber optic communication cable will be pulled through this conduit for use by the Town of Normal.

No excavation is proposed on Union Pacific ROW. Excavation on north side of track is approximately 25' from centerline of tracks and will include a trench box and shoring plan as required per the design report included in the attachments.

TOWN COUNCIL ACTION REPORT

September 16, 2010

A Resolution Conditionally and Partially Approving the Final Plat of the 2nd Resubdivision of Wal-Mart/Parkway Plaza Subdivision by Expedited Process

PREPARED BY: Mercy Davison, Town Planner

REVIEWED BY: Mark R. Peterson, City Manager
Steven D. Mahrt, Corporation Counsel

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Conditional Approval

ATTACHMENTS: Proposed Resolution

BACKGROUND

The proposed Final Plat of the 2nd Resubdivision of Wal-Mart/Parkway Plaza Subdivision includes approximately .831 acres in the southwest corner of the Wal-Mart property. The area formerly contained a Murphy Oil gas station, which was demolished several years ago. The new proposed lot (labeled "Adjusted Lot 4") is approximately .3 acres larger than the former Murphy Oil lot.

It is Town staff's understanding that the lot will be developed as a restaurant; however, no details are available at this time. Prior to development, the site will undergo a staff-level review to ensure that it meets the Community Design Standards in regard to building appearance, landscaping, and outdoor lighting.

DISCUSSION/ANALYSIS

Town staff has reviewed the proposed final plat and finds it to be in compliance with all applicable subdivision code requirements with the following two conditions. First, a utility plat must be filed. Second, "no access" strips must be platted along the Greenbriar and Parkway Plaza frontages in order to ensure that access only occurs from the interior of the Wal-Mart lot.

Because this is a 1-lot resubdivision, it is eligible to be approved via an expedited process, which allows the applicant to request approval directly from the Town Council without having to go through the public hearing process via the Planning Commission. The approving resolution contains standard subdivision requirements and conditions.

For these reasons, Town staff recommends the Town Council approve the proposed resolution.

RESOLUTION NO. _____

A RESOLUTION CONDITIONALLY AND PARTIALLY APPROVING THE FINAL PLAT OF THE 2ND RESUBDIVISION OF WAL-MART/PARKWAY PLAZA SUBDIVISION BY EXPEDITED PROCESS

WHEREAS, a petition has been presented to the Town for approval of a final plat pursuant to the expedited review process of the Town Subdivision Code; and

WHEREAS, the final plat as submitted depicts a total of not more than three lots and out-lots and consists of contiguous property under common ownership or unified control; and

WHEREAS, it is in the best interests of the health, safety, and welfare of the citizens of Normal to grant a conditional partial approval of said final plat;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That this resolution pertains to the final plat of the 2ND Resubdivision of Wal-Mart/Parkway Plaza Subdivision, prepared by William F. Massmann, Jr., Professional Land Surveyor No. 035-002885 dated April 13, 2010, bearing Town of Normal file stamp dated September 9, 2010.

SECTION TWO: That the approval hereby granted is subject to the following waivers: None.

SECTION THREE: That the approval hereby granted is subject to the following conditions:

- a. The subdivider shall post a bond and security as required by Chapter 16 of the Municipal Code, Town of Normal. The Corporation Counsel of the Town of Normal be, and he is hereby authorized and directed to review the security posted to secure the statement of agreement and subdivision bond for said subdivision; and if, in his opinion, the security conforms to all requirements of the Town of Normal, note his approval on this Resolution. If, in his opinion, the security does not conform to all requirements of the Town of Normal, acceptance or rejection of such security shall be vote of the Corporate Authority of the Town of Normal, Illinois.
- b. The bond and security shall be posted within ninety days from the approval of this Resolution. In the event the bond and security is not posted before the deadline established herein, this Resolution shall be void, and the owner of the premises shall re-petition the Town of Normal for approval of the final plat.
- c. Payment of all applicable subdivision fees including but not limited to water tap-on, storm water detention fee, sanitary sewer tap-on fee, and plan review and inspections fee, all as determined by the Town Engineer.
- d. Submission of owners, drainage, County Clerk's and School District's certificates.
- e. Submit plat in digital format as required by Town Code.
- f. Submit a utility plan meeting Town Staff approval.
- g. Revise plat to show no access strips along Parkway Plaza Drive and Greenbriar Drive.

SECTION FOUR: That the Town hereby specifically reserves the acceptance for maintenance of streets and other public utilities shown on the approved plat.

SECTION FIVE: That upon meeting the conditions imposed above, the Town Clerk be and she is hereby authorized and directed to certify, record, and file a fully executed copy of this resolution and said plat in the manner provided by law.

SECTION SIX: That the public dedication of property as reflected on the final plat is hereby accepted.

SECTION SEVEN: The Parcel Identification Number for this property is:
_____.

ADOPTED this _____ day of _____, 2010.

APPROVED:

President of the Board of Trustees of the
Town of Normal, Illinois

ATTEST:

Town Clerk

(seal)

APPROVAL OF CONDITIONS:

Corporation Counsel

Done this ____ day of _____, 2010.

This resolution prepared by Steven D. Mahrt, Corporation Counsel, Town of Normal,
100 E. Phoenix Avenue, Normal, IL 61761

Return to: Clerk, Town of Normal, 100 E. Phoenix Ave., Normal, IL 61761

General Orders

TOWN COUNCIL ACTION REPORT

September 16, 2010

An Ordinance Amending the Zoning Code for the Town of Normal, Illinois (Various Sections)

PREPARED BY: Mercy Davison, Town Planner

REVIEWED BY: Mark R. Peterson, City Manager
Steven D. Mahrt, Corporation Counsel
Greg Troemel, Director of Inspections

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Ordinance; Staff Report to the Planning Commission; Minutes of the August 5, 2010 and September 9, 2010 meeting are included in the Addendum.

BACKGROUND

In January 2010, the Town Council asked the Planning Commission to generate a list of potential zoning code amendments pertaining to Planned Unit Developments within the Parking Impact Zone and to the Community Design Standards. Through this exercise, the Planning Commission was expected to focus on code changes that would encourage the appropriate redevelopment of underperforming multiple family residential properties near the ISU campus. The Commission was also asked to review the Community Design Standards based on the application of the code in the past 7 years.

Town staff started working with the Planning Commission in February 2010. By May, the Commission approved a list of potential zoning code amendments, which the Town Council initiated on July 6, 2010.

DISCUSSION/ANALYSIS

The Parking Impact Zone, an area surrounding the ISU campus, contains many student rental properties that are outdated and in marginal condition. Redeveloping these properties is difficult for many reasons, including the complex ownership patterns and the expense of purchasing an income-generating property demolishing it, and building new. At the same time, Town staff prefers to see new student residential development occur in this area rather than further from campus. The zoning code changes proposed below are designed to make redevelopment a more attractive option by permitting higher density and, in the case of Planned Unit Developments, eliminating requirements that make less sense near campus than they do elsewhere in the community.

Town staff presented the following zoning code amendments to the Planning Commission:

1. Amend multiple-family PUDs (R-3A and R-3B) within the Parking Impact Zone in the following manner:

TOWN COUNCIL ACTION REPORT

- a. Eliminate the requirement for common recreational space
- b. Eliminate the floor-area ratio
- c. Eliminate the minimum open space required of PUDs
- d. Eliminate the density calculation based on site size, allowing density to be controlled instead by the combination of setbacks, maximum height (4 stories in R-3A and 6 stories in R-3B), minimum green space required by the Community Design Standards, and parking minimum

RATIONALE: The properties within the PIZ are generally small, making it difficult to include the minimum 10,000 square foot common recreation area. In addition, there is concern with creating outdoor areas that may become neglected or abused by residents. Furthermore, the properties near campus are also near the new Campus Recreation Center, the ISU Quad, and the Constitution Trail.

Although staff proposes eliminating the minimum open space requirement, the underlying requirement to maintain 20% green space would remain.

Eliminating the floor-area ratio and the density maximum (calculated based on the site size) will permit the developer to build whatever density fits on the site after satisfying the requirements for green space, parking, maximum building height, and minimum building setbacks, all of which remain unchanged in the code.

2. Apply the same density strategy listed above in 1(d) to multiple family sites within the Parking Impact Zone not using the PUD provisions. This would occur when a developer builds one building on one lot.

RATIONALE: Satisfying the requirements for green space, parking, maximum building height, and minimum building setbacks will function as an appropriate control on density.

3. Clarify that PIZ heights and setbacks control over underlying transitional requirements. Current code already permits buildings on R-3A and B-1 multiple family special use properties to be up to 4 stories or 45 feet regardless of the adjacent zoning. The proposed code amendment would also expand the permitted maximum height of 4 stories or 45 feet to all zoning classifications except R-1 and R-2 regardless of whether the property is adjacent to R-1 or R-2.

RATIONALE: Code already permits 4-story buildings in R-3A and R-3B as of right and in B-1 with a special use, none of which are limited to a transitional height of 2 stories when adjacent to single family residential. Thus, it seems appropriate to extend the 4-story maximum to other zoning districts within the PIZ with the exception of R-1 and R-2.

Town staff also presented several amendments to the Community Design Standards (Sec. 15.14), which have been in place and largely unaltered since 2003. Proposed code changes include the following:

- a. Clarify how the code applies to already-developed sites. The Town Council has consistently granted waivers to permit the application of the CDS only to the portion of the site being developed rather than requiring the entire site to come into compliance.
- b. Reduce the number of trees and shrubs required on small sites. Currently, sites smaller than 5 acres need 1 tree per 33 feet of perimeter, and sites larger than 5 acres need 1 tree per 25 feet. The proposed change is to 1 tree per 50 feet and 1 tree per 33 feet, respectively.
- c. Permit a developer to buy out of 25% of the required trees as of right. (Current code only permits a "buy out" when there is not enough space for the trees.)
- d. Clarify the definition of significant tree, and increase the minimum size requirement for evergreens to be considered significant.
- e. Reduce the number of trees required to replace "significant trees" and clarify how that number works with the baseline number of trees required on the site.
- f. Permit up to half of the trees screening parking lots from public ROW to be ornamental rather than all shade varieties.

TOWN COUNCIL ACTION REPORT

- g. Reduce the amount of green space required on a site located within the Parking Impact Zone from 20% to 15%. This would apply to residential and commercial sites.
- h. Eliminate the different requirements for the number of trees and shrubs in interior parking lot landscaping islands based on the number of spaces.
- i. Reduce the significant tree replacement requirements by either capping the maximum amount that could be assessed to any project or by halving the replacement tree cost from \$500 per tree to \$250 per tree.
- j. Require decorative outdoor lighting to have interior louvers to prevent glare when the brightness reaches a minimum amount.

The Planning Commission opened the public hearing to review the proposed code changes at its August 5, 2010 meeting. The Commission discussed the proposed amendments and continued the discussion to its September 9, 2010 meeting. The only public testimony offered was from Ron Ulmer, a Normal resident and landlord. Mr. Ulmer does not support the reduction of green space from 20% to 15%, but he does support the elimination of common recreation space.

The Planning Commission broke the proposed code amendments into several pieces for the purposes of discussion and voting.

Parking Impact Zone Amendments

The Planning Commission voted 6-1 in favor of all amendments to the PIZ provisions.

Community Design Standards Amendments

The Planning Commission voted unanimously in favor of items a, b, d, e, f, h, and j.

Regarding the amendment to permit developers to “buy out” of up to 25% of the required trees, the Commissioners voted 4-3 in favor.

Regarding the proposed reduction in green space from 20% to 15% within the Parking Impact Zone, the Commissioners voted 4-3 against the amendment.

Regarding the proposed amendment to replacement tree costs, Town staff explained that the removal of even one or two significant trees on a site can trigger the planting of a number of trees that can not fit onto the site. The trees that can not fit then must be converted to a tree fee of \$500 per tree. This can result in fees exceeding \$10,000. This is particularly problematic on the smaller sites within the PIZ where old residential lots with mature trees are converted to multiple family developments. The Commission voted 7-0 against the amendment, preferring that developers use the current process of requesting a tree fee reduction from the Town Council.

STAFF RECOMMENDATION

Town staff recommends the Town Council concur with all of the Planning Commission recommendations with one exception – the significant tree replacement cost. Town staff continues to support a reduction in the fee from \$500 per tree to \$250 per tree for the reasons set forth above.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CODE FOR THE TOWN OF
NORMAL, ILLINOIS

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

WHEREAS, the Town of Normal has enacted a comprehensive Zoning Code incorporated as Chapter 15 of the Municipal Code 1969, as amended; and

WHEREAS, after notice and hearing as required by law the Normal Planning Commission did on August 5, 2010, recommend certain amendments to the Zoning Code; and

WHEREAS, it is the best interests of the health, safety and welfare of the citizens of Normal to amend the Town Zoning Code as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That Section 15.7-4 Parking Impact Zone be and the same is hereby amended as follows with strikeouts indicating deletions in text and underscore indicating additions to text:

SEC. 15.7-4 PARKING IMPACT ZONE.

- A. Purpose. The Parking Impact Zone is an area of the Town of Normal in which, due to density and use, there exists greater parking needs than is customary in other areas of the Town. Restrictions regarding location, size and construction of parking in these areas are eased to facilitate a greater number of parking spaces. Additionally it is the purpose and design of the Parking Impact Zone to relax certain lot density restrictions so density is controlled by required green space, building height and off-street parking requirements.
- C. Conformance With Other Code Sections. Except as specifically set forth in this Section, all other Zoning Code and Municipal Code Sections remain in full force and effect in the Parking Impact Zone. In the event of conflict or ambiguity in application of the Zoning Code the Zoning Administrator is directed to give priority to code provisions that require a greater number of

off street parking spaces and allow greater lot density for residential use within the Parking Impact Zone.

O. ~~Four Story Building Height.~~ Except for properties zoned R-1A, R-1B or R-2, in the Parking Impact Zone the greater of the height allowed in the underlying zoning district or in the R-3A Zoning District, buildings up to four stories or forty-five feet (45') will be permitted in derivation of other applicable code sections.

Q. Density. Except for properties zoned R-1A, R-1B or R-2, within the Parking Impact Zone lot density shall be controlled by building height allowed within the Parking Impact Zone, required number of off street parking spaces and required yards within the underlying zoning district. The following code sections shall not apply within the Parking Impact Zone:

1. Transitional yard requirements set forth in Section 15.4-5 B;
2. Minimum lot size per dwelling unit as required in the underlying zoning district regulations;
3. Maximum net density, maximum floor area, minimum open space and minimum common recreational space required in R-3A and R-3B Planned Unit Developments as set forth in Section 15.9-14

SECTION TWO: That Section 15.9-14 of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

SEC. 15.9-14 SPECIFIC REGULATIONS FOR RESIDENTIAL PLANNED UNIT DEVELOPMENTS.

- A. Intent. It is the intent of this Section to provide specific additional regulations for Planned Unit Developments located in residential zoning districts.
- B. Permitted Uses in a Residential Planned Unit Development. In addition to the lawfully authorized uses permitted in each zoning district, the following additional uses are permitted in a Residential Planned Unit Development:
 1. Residential Planned Unit Developments in the R-1AA, R-1A and R-1B Zoning Districts.
 - a. Semi-detached single-family dwelling units (one (1) dwelling unit joined to one (1) other dwelling unit by a party wall);
 - b. Attached single-family dwelling units, townhouses and row houses in groups of no more than five (5) dwelling units per building;

- c. Uses authorized in the underlying zoning district by special use permit or after site plan review.
 - 2. Residential Planned Unit Developments in the R-2 District. Same as in the R-1 District.
 - 3. Residential Planned Unit Developments in the R-3A and R-3B Districts.
 - a. Semi-detached single-family dwelling units (one (1) dwelling unit joined to one (1) other dwelling unit by a party wall);
 - b. Attached single-family dwelling units, townhouses and row houses in groups of no more than five (5) dwelling units per building;
 - c. Multi-family dwellings or apartment dwellings;
 - d. Uses authorized in the underlying zoning district by special use permit or after site plan review.
 - 4. Detached single-family mobile homes (R-4 Zoning District only).
 - 5. Detached single-family manufactured units (R-4 Zoning District only). (Amended 11/20/95 by Ord. No. 4356)
- C. Minimum Land Area Requirement for a Residential Planned Unit Development.
 - 1. In R-1AA, R-1A and R-1B Planned Unit Developments – five (5) acres.
 - 2. In R-2 Planned Unit Developments – five (5) acres.
 - 3. In R-3 Planned Unit Developments – one (1) acre.
- D. Minimum Dwelling Unit Requirement. No Residential Planned Unit Development shall contain less than five (5) dwelling units.
- E. Density, Floor Area and Common Recreation Space and Requirements For Residential Planned Unit Developments outside of the Parking Impact Zone.
In accordance with the following table:

	District	R-1A	R-3B
	_____	R-1B	R-4
		R-2	
Zoning	R-1AA	R-3A	

Maximum Net Density (Dwelling Units/Acre)	Maximum Floor Area (% of Land Area)	Minimum Open Space (% of Floor Area)	Minimum Common Recreation Space (% of Floor Area)
2.00	10.0%	800%	25%
4.00	20.0%	380%	18%
8.00	34.8%	210%	14%
10.00	40.0%	180%	13%
23.00	52.8%	140%	12%
58.00	80.0%	85%	10%
8.00	34.8%	210%	14%

F. Minimum Off-Street Parking Requirements. Two (2) parking spaces for each dwelling unit, ~~unless the property is in the Parking Impact Zone, then the provisions of the Parking Impact Zone shall apply,~~

Deleted: ,

G. Architectural Plans. When townhouses (rowhouses) are proposed as a part of a Planned Unit Development in the R-1AA, R-1A, R-1B and R-1 Districts, building elevations and architectural renderings shall be required with submission of the preliminary development plan.

H. R-3A and R-3B Planned Unit Developments within the Parking Impact Zone. Within the Parking Impact Zone, R-3A and R-3B PUDs shall not have a maximum net density, maximum floor area, minimum open space or minimum common recreational space. Such PUDs shall meet the minimum green space requirement as set forth in SEC. 15.14-7(D) and minimum parking requirements and setbacks established in SEC. 15.7-4.

SECTION THREE: That Section 15.14-2 of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

SECTION 15.14-2 – APPLICATION.

A. This Division shall apply to all new development in the following Zoning Districts, which development requires the issuance of a permit by the Town of Normal. The application of this Division to sites developed prior to 12/1/03 is explained in Sec. 15.14-2(B) below. Development does not include interior building repairs or modifications. No permit shall be issued except upon approval of the development plan in conformance with the procedures and standards set forth in this Division. Maintenance standards in this Division apply to all development approved pursuant to this Division. Zoning Districts which are subject to this Division are as follows:

1. R-1AA – Single Family Residence District
2. R-1A – Single Family Residence District
3. R-1B – Single Family Residence District
4. R-2 Mixed Residence District
5. R-3A – Medium Density Multiple Family Residence District.
6. R-3B – High Density Multiple Family Residence District.
7. C-1 – Office District.
8. C-2 – Neighborhood Shopping District.
9. C-3 – Community/Regional Shopping District.
10. B-1 – General Business District.
11. M-1 – Restricted Manufacturing District.
12. M-2 – General Manufacturing District
13. S-2 – Public Lands and Institutions District

B. Exceptions.

1. In the R-1AA, R-1A, R-1B and R-2 Districts, this Division only applies to the development that involves a Special Use Permit or a Planned Unit Development.
2. Hard surfaces dedicated to equipment, product, or merchandise storage are exempt from the parking lot interior landscaping requirements set forth in SEC. 15.14-7(G).
3. The M-2 district is excluded from the Building Design Standards established in SEC. 15.14-7(A).
4. The M-1 district is excluded from the following Building Design Standard: Sec. 15.14-7(A)(6)(d) Rooflines.
5. Sites developed prior to 12/1/03 must come into compliance with the landscaping provisions of this Division to the extent that the site is altered. In order to establish the number of plantings required, the site perimeter adjacent to the site alterations will be measured. The baseline tree and shrub requirements set forth in Sec. 15.14-7(D) shall be calculated based on that perimeter. The plantings required will then be installed on the site where plantings are deficient, including along public right-of-way, in areas that screen parking, and within the parking lot. If a parking lot is being resurfaced as part of the project, it must come into compliance with the interior parking lot landscaping standards of this Division.

Adding or replacing signs shall not trigger compliance with the entire Division. However, new freestanding signs must be landscaped around the base.

SECTION FOUR: That the definition of Significant Tree contained in Section 15.14-4 of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

SIGNIFICANT TREE – Any deciduous, shade-variety tree or any evergreen tree with at least a 12-inch diameter as per standard Diameter Breast Height. ~~Trees~~ listed in SEC. 8.7-4(A) of the Code are not significant trees, regardless of size.

Deleted: or any evergreen tree 8 feet or more in height

SECTION FIVE: That Section 15.14-5 A. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended by deleting the phrase “five (5)” appearing in line two of said Section and substituting therefore the following phrase “two (2).”

SECTION SIX: That Section 15.14-7 A. 6. c. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

- c. Multi-Sided Facade Treatment. Each building shall incorporate similar material types and design elements on all sides of a building. Facades fronting a public way (excluding alleys), or adjacent to residential zoning shall incorporate at least two of the following elements or equivalent design elements:

SECTION SEVEN: That Section 15.14-7 B. 3. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended by deleting said Section 15.14-7 B. 3.

SECTION EIGHT: That Section 15.14-7 C. 1. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

1. Natural or existing topographic patterns shall be preserved and developed. Modification to topography will be permitted only where preservation is not technically feasible due to site construction, or where it contributes to improved site appearance.

SECTION NINE: That Section 15.14-7 C. 3. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

3. Preservation and Replacement. On properties developed prior to 12/1/03, all healthy significant trees on a site shall be preserved where feasible. No tree shall be removed until the Town determines it is not a healthy significant tree. Where preservation is not feasible, significant trees that are removed must be replaced on-site. Trees on sites with a landscaping plan approved after 12/1/03 may not be removed unless the Town determines the tree is unhealthy or a hazard, regardless of size.

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SECTION TEN: That Section 15.14-7 C. 5. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

- 5. Tree Replacement Requirements. For every significant tree removed from a site there shall be a tree replacement at a ratio of 1:1. All new trees must be at least 4" caliper and all of them offset the original baseline number of trees required on site.

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Deleted: as follows:

SECTION ELEVEN: That Sections 15.14-7 D.3. and 4. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same are hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

- 3. Minimum Planting Requirements. The purpose of this provision is to establish the minimum number of trees, shrubs and plantings required for a site. The plantings shall be used to satisfy the public frontage, parking lot perimeter and interior parking lot landscaping, and adjacent residential requirements. Significant trees preserved on site shall count toward the number of trees for the site. Shrubs may be replaced with ornamental grasses or perennials (ground cover plantings not included); however, such replacement shall not exceed 50 percent of the required number of shrubs. The following ratios shall be used:

Deleted: a. Less Than (1) Acre: 1 to 1 ratio of replacement tree to removed tree, with at least one 6-inch caliper or two 4-inch caliper replacement tree(s) and additional trees that meet minimum requirements set forth in SEC. 15.14-7(D)(6)(c). ¶
 Deleted: b. (1) Acre up to (10) Acres: 1.5 to 1 ratio of replacement tree to removed tree, with at least one 6-inch caliper, or two 4-inch caliper replacement tree(s) and additional trees that meet minimum requirements set forth in SEC. 15.14-7(D)(6)(c). ¶
 Deleted: c. More Than (10) Acres: 2 to 1 ratio of replacement tree to removed tree, with at least one 6-inch caliper or two 4-inch caliper replacement tree(s) and additional trees that meet minimum requirements set forth in SEC. 15.14-7(D)(6)(c). ¶

- a. Five Acres or less: (1) tree and (5) shrubs for each 50' of perimeter lot footage
- b. Over Five Acres: (1) tree and (5) shrubs for each 33' of perimeter lot footage

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At the election of the property owner, up to 25% of the plantings may be planted with the owner paying the fee in lieu explained below. Also, when planting on-site is not feasible, as determined by the Committee, the applicant shall pay a fee in lieu to the Town of Normal. The fee in lieu will be used to pay for a comparable planting on Town property. The fee schedule is as follows:

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Large shade tree	\$500, <u>except when the tree is in lieu of significant tree replacement then the fee shall be \$250 per shade tree.</u>
Ornamental Tree	\$300
Evergreen	\$300
Shrub	\$75
Ornamental Grass	\$30

Perennial \$30

4. Detention/Retention Basins and Ponds. Detention/retention basins located on the same lot as the development or within a Planned Unit Development may be counted toward the overall green space required on a site. Detention basins and ponds shall be landscaped along the perimeter of the high water level of the basin or pond. Such landscaping shall include at least one shade or ornamental tree per 50 lineal feet, and a combination of evergreens, shrubbery, hedges and/or other live planting materials. At least 50 percent of the trees surrounding the detention/retention basins and ponds must be medium- to large-sized, long-lived shade trees.

SECTION TWELVE: That Section 15.14-7 D. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended by adding a new subsection 7. to read as follows:

7. Signs. Freestanding signs must be landscaped around the base.

SECTION THIRTEEN: That Section 15.14-7 F. 3. b. of the Municipal Code Town of Normal, Illinois 1969 as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

- b. A ~~15-foot~~ to 19-foot perimeter landscaped area may be provided for yards along a public street where a landscaped berm or decorative fence plus a dense planting is provided. If a berm is used, the tree plantings required in Sec. 15.14-7(F)(5)(a) must be installed.

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Deleted: shall

Deleted: fence, berm or continuous planting screen

SECTION FOURTEEN: That Section 15.14-7 F. 5. a. of the Municipal Code Town of Normal, Illinois 1969 as amended, be and the same is hereby further amended to read as follows with strikeouts indicating deletion in text and underscore indicating addition to text:

- a. One ~~tree~~ for every 25 lineal feet of perimeter area, excluding driveway openings. At least half of these trees must be shade varieties. Trees may be spaced evenly or grouped.

Deleted: shade

SECTION FIFTEEN: That Section 15.14-7 G. 1. of the Municipal Code Town of Normal, Illinois 1969 as amended, be and the same is hereby further amended by adding the following to said subsection G. 1.

In the M-1 and M-2 Manufacturing Zoning Districts parking lot interior Landscaping requirements of this section shall apply only to customer and employee parking areas and not storage or large truck maneuvering areas.

SECTION SIXTEEN: That Section 15.14-7 G. 3. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeout indicating deletion in text and underscore indicating addition to text:

- 3. Minimum Landscape Coverage.
 - a. Parking lots with 40 to 200 spaces shall have at least seven (7) percent of the interior lot area landscaped.
 - b. Parking lots with more than 200 spaces shall have at least ten (10) percent of the interior lot area landscaped.
 - c. Parking lots that provide in excess of 125 percent of parking spaces required by Town code shall have at least fifteen (15) percent of the interior lot area landscaped.
 - d. Interior parking lot landscaping shall be calculated in the following manner. Multiply the number of parking spaces by 300 square feet to determine the area of the parking lot. Calculate 7, 10, or 15 percent of that area to determine the interior parking lot landscaping area requirement.

Deleted: with more than 200 spaces, and

e. Parking lot interior includes only the parking spaces and drive aisles adjacent to the spaces.

Deleted: ¶

SECTION SEVENTEEN: That Section 15.14-7 G. 5. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeout indicating deletion in text and underscore indicating addition to text:

5. Minimum Plant Quantity:

40 or more parking spaces: 2 trees and 5 shrubs or ornamental grasses per 20 spaces.

Deleted: a. .

Deleted: -200

Deleted: b. Over 200 parking spaces: 2 trees and 5 shrubs or ornamental grasses per 40 spaces.

SECTION EIGHTEEN: That Section 15.14-7 H . 4. of the Municipal Code Town of Normal, Illinois 1969, as amended, be and the same is hereby further amended to read as follows with strikeout indicating deletion in text and underscore indicating addition to text:

- 4. Luminaires. In order to prevent unreasonable light pollution, any luminaire and all non-decorative wall-mounted luminaires used for area light shall use a full cutoff luminaire positioned in a way that the cutoff effect is maximized. Tilt arms are prohibited.

Decorative light fixtures must include internal louvers to minimize glare as determined by Town staff.

SECTION NINETEEN: That the Municipal Code, Town of Normal, Illinois, 1969, as previously amended and as amended herein shall remain in full force and effect.

SECTION TWENTY: That the Town Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION TWENTY-ONE: That this ordinance shall take effect ten days after the date of its publication.

SECTION TWENTY-TWO: That this Ordinance is adopted pursuant to Home Rule Authority granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

President of the Board of Trustees of
The Town of Normal, Illinois

ATTEST:

Town Clerk (seal) The foregoing ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2010, with _____ voting aye; _____ abstaining; _____ voting nay; and _____ absent.

Deleted: ¶

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilwoman Reece				Councilman Chambers			
Councilman Nielsen				Councilwoman Gaines			
Councilman Fritzen				Mayor Koos			
Councilman Scott							

The foregoing ordinance was approved by the President and Board of Trustees of the Town of Normal on the ____ day of _____, 2010.

The foregoing ordinance was published in pamphlet form on the ___ day of _____, 2010.



ZONING CODE TEXT AMENDMENT

Case #: 10-08-11-PC
Applicant: Town of Normal
Date: August 5, 2010

Brief Description: Proposed zoning text amendments to the Community Design Standards and to the Parking Impact Zone.

Staff Recommendation: Approval

BACKGROUND

In January 2010, the Town Council asked the Planning Commission to generate a list of potential zoning code amendments pertaining to Planned Unit Developments within the Parking Impact Zone and to the Community Design Standards. Through this exercise, the Planning Commission was expected to focus on code changes that would encourage the appropriate redevelopment of underperforming multiple family residential properties near the ISU campus. The Commission was also expected to review the Community Design Standards based on the application of the code in the past 7 years.

Town staff started working with the Planning Commission at its February 2010 meeting. By May 2010, the Commission approved a list of potential zoning code amendments for the Town Council to formally initiate. Town staff made it clear to the Planning Commission members that their recommendation in favor of starting the public hearing process to review proposed code changes does not require them to ultimately support the proposed code changes.

STAFF ANALYSIS AND RECOMMENDATION

Based on the Commission's previous work, Town staff has prepared the following code amendments:

1. Amendments to multiple family residential PUDs (R-3A and R-3B) within the PIZ
 - a. Eliminate the requirement for common recreational space
 - b. Eliminate the floor-area ratio
 - c. Eliminate the minimum open space required of PUDs
 - d. Eliminate the density maximum, allowing density to be controlled instead by the combination of setbacks, building height maximum (4 stories in R-3A and 6 stories in R-3B), minimum open space required by the Community Design Standards (proposed 15%), and parking minimum
2. Apply the same density strategy listed above in 1(d) to multiple family sites within the Parking Impact Zone not using the PUD provisions. For example, this would occur when a developer builds one building on one lot.

3. Clarify the PIZ provisions in a manner that more clearly states that PIZ heights and setbacks control over any underlying transitional requirements. Current code already permits this for R-3A and B-1 multiple family special use properties, in which cases the building may be up to 4 stories or 45 feet regardless of the adjacent zoning. The proposed code amendment would expand the permitted maximum height of 4 stories or 45 feet to all zoning classifications within the PIZ. This would therefore permit buildings within B-1 (without a special use permit), S-2, C-2, and C-3 to be up to four stories or 45 feet even if adjacent to R-1, R-2, or R-3 properties.

4. Amendments to the Community Design Standards

- a. Clarify how the code applies to already-developed sites – in sum, apply the CDS to the portion of the site being developed rather than requiring the entire site to come into compliance.
 - i. Base the tree and shrub counts on the site perimeter adjacent to the area being developed. The resulting quantity of required trees and shrubs will be planted in the highest priority locations.
 - ii. Require the addition of CDS-compliant screening to any existing parking lot given the amount of green space available. If the parking lot is resurfaced or rebuilt, the area being resurfaced or rebuilt must come into compliance.
- b. Reduce the number of trees and shrubs required on small sites. Currently, sites smaller than 5 acres need 1 tree per 33 feet of perimeter, and sites larger than 5 acres need 1 tree per 25 feet. The proposed change is to 1 tree per 50 feet and 1 tree per 33 feet, respectively.
- c. Permit a developer to buy out of 25% of the required trees as of right. (Current code only permits a “buy out” when there is not enough space for the trees.)
- d. Clarify the definition of significant tree. Also, increase minimum size requirement for evergreens to be considered significant.
- e. Reduce the number of trees required to replace “significant trees” and clarify how that number works with the baseline number of trees required on the site.
- f. Permit up to half of the trees screening parking lots from public ROW to be ornamental rather than all shade varieties.
- g. Clarify how to calculate the minimum amount of interior parking lot landscaping. See also the proposed illustration.
- h. Reduce the amount of overall green space required on a site located within the Parking Impact Zone from 20% to 15%. This would apply to residential and commercial sites.
- i. Eliminate the different requirements for the number of trees and shrubs in interior parking lot landscaping islands based on the number of spaces. Require all parking lots with a minimum of 40 spaces to have at least 2 shade trees and 5 shrubs per 20 parking spaces.
- j. Require decorative outdoor lighting to have interior louvers to prevent glare when the brightness reaches a minimum amount.

Town staff also recommends the following code change that was not previously discussed:

On sites with a significant number of mature trees that must be removed, it is often very difficult to place all of the required replacement trees on the site. This is particularly true in the older areas of the community where former residential lots are being converted to commercial uses. When the replacement trees can not fit onto the site, the developer is required to pay a fee in lieu, with the fees put into a designated fund for tree planting on Town property. The cost of a replacement shade tree is \$500 per tree. *Town staff recommends consideration of the following options:*

- a. Setting a maximum total fee that can be assessed for any one project, potentially based on the project cost, site size, or simply a fixed amount for all properties.
- b. Permitting a developer to plant the required trees on other properties under his or her control.
- c. Halve the cost of replacement trees (from \$500 down to \$250 per shade tree)

New Business

TOWN COUNCIL ACTION REPORT

September 16, 2010

Presentation to the Council by Representatives of One Main Development, Inc. of Champaign, Illinois Regarding the Uptown One Project

PREPARED BY: Mark R. Peterson, City Manager

BUDGET IMPACT: N/A

STAFF RECOMMENDATION: That the presentation be received.

BACKGROUND

The Town entered into a redevelopment agreement with One Main Development, Inc. of Champaign, Illinois in 2007 for the development of three large mixed use buildings in the center core of Uptown Normal. Due in large part to the national recession, the developer has been unable to secure the needed financing for the first of the three planned mixed use projects, commonly referred to as the Uptown One Project.

By the time the national recession became readily apparent in October of 2008, One Main Development had already proceeded with site work on their Uptown One Project including the installation of a foundation for the planned six story mixed use building. When the recession engaged, the commercial lending markets changed dramatically in a very short period of time rendering projects such as the Uptown One Project difficult, if not impossible, to finance through conventional methods and lenders. The Town notified One Main in 2009 that it was in default of its redevelopment agreement due to the fact that the developer had not met certain critical project performance deadlines for the Uptown One Project.

Over the past several months, the Town staff has been working closely with representatives of One Main Development, principally Cody Sokolski and Rick Jebb, to try to develop a financial framework which would allow the project to proceed to construction this fall. Unfortunately, despite an extraordinary effort by the developer, the needed financing has not yet materialized. The developer has requested an opportunity to address the Town Council regarding the project and their progress to secure financing. This would also present the Council a good opportunity to discuss other options for the property that may involve different types of uses than were originally envisioned.

Addendum

**TOWN OF NORMAL PLANNING COMMISSION MINUTES
THURSDAY, AUGUST 5, 2010, 5:00 P.M.
REGULAR MEETING, CITY HALL COUNCIL CHAMBERS
100 E. PHOENIX AVE. NORMAL, IL**

Members Physically Present:

Mr. McBride, Mr. Bradley, Mr. McFarland, Ms. Hutchison and Ms. Lorenz (arrived at 5:04 p.m.)

Members Absent:

Mr. Boser and Mr. Feid

Others Present:

Ms. Davison, Town Planner, Mr. Troemel, Director of Inspections, and Ms. Elgin, Office Associate

Call to Order:

Vice Chairman McBride called the meeting to order at 5:00 p.m. and noted that a quorum was present.

Approval of Minutes:

Mr. Bradley moved, seconded by Ms. Hutchison, to approve the June 10, 2010, minutes as submitted. Motion carried 4-0.

Public Hearings:

a. 10-08-11-PC: Zoning Text Amendments (Parking Impact Zone, Planned Unit Developments, Community Design Standards)

Ms. Davison reviewed the staff report. She said that the proposed text amendments were in regard to the Community Design Standards, Parking Impact Zone and Planned Unit Developments in the Parking Impact Zone. Staff has drafted changes for the Commission to comment on.

The changes in the PUD's within the PIZ include elimination of the density maximum, eliminate requirement for common recreational space, eliminate the minimum open space and eliminate the floor-area ratio. Changes in the Community Design Standards would reduce required greenspace from 20% to 15%. Density is higher in the PIZ. When not using PUD, the same calculations will apply. They are recommending no common recreational space in the PIZ because it is close to campus facilities. Since unit sizes are now usually larger, the market controls density.

Mr. Bradley said that there was a work session with ISU scheduled for August 16. He said that he would like to see what the university is doing before making a decision.

Ms. Davison said that the ISU Master Plan is on-line.

Mr. Troemel said that the changes are to help facilitate redevelopment near campus. This goes beyond ISU's master plan.

Ms. Davison said that the number of beds planned for Cardinal Ct. is 896.

Vice Chairman McBride said that he would like to hear what is said at the work session on the 16th.

Mr. McFarland said that they were looking to clarify the code and asked if they were looking to eliminate waivers. Mr. Troemel said that the changes could eliminate waivers. Staff would prefer to see student housing close to campus.

Ms. Lorenz said that redevelopment could be difficult for developers and the changes could make it easier. She said that she did not see the ISU master plan and the private redevelopment being totally linked.

Mr. Troemel said that we are not trying to amend the code to make it easier on developers. We just want to align with consistently requested and granted waivers.

Ms. Hutchison asked about building heights. Mr. Troemel said that it was not changing.

Ms. Davison said that in regard to the Parking Impact Zone, changes add language to clarify that PIZ heights and setbacks control over any underlying transitional requirements. All commercial districts can have four stories or 45' maximum height (B1, S2, C2 and C3) next to R1, R2 or R3 properties.

Ms. Davison reviewed proposed changes to the Community Design Standards. She said that on small sites it is hard or impossible to get all of the required trees on the site. Staff is proposing one tree per 50' instead of 33' and to reduce the number of shrubs from one to five to one to three or four.

Mr. Troemel said that the Community Design Standards had been in place since 2001. The proposed changes would make landscaping easier to maintain.

Ms. Davison said that they want to clarify how the code applies to already developed sites. They want to apply the CDS to the portion of the site being developed rather than requiring the entire site to come into compliance. There have been consistent

waivers for this. Proposed changes will permit a developer to buyout 25% of required trees as a matter of right. They want to clarify the definition of significant trees and reduce the number of trees required to replace them. Changes propose to permit up to half of the trees screening parking lots from public ROW to be ornamental rather than all shade varieties. The amount of greenspace in the PIZ will be reduced from 20% to 15%. Decorative outdoor lighting will require interior louvers.

Ms. Davison said that staff is also proposing that on properties with a significant number of mature trees, it is difficult to place all required trees on the site. In these cases, developers are required to pay a fee in lieu of planting the trees. Staff is proposing to set a maximum total fee that can be assessed of any one project, permit a developer to plant the required trees on other properties under their control or half the cost of replacement trees.

Mr. Bradley asked about flower beds. Ms. Davison said that they are included in the shrub ratio. Mr. Troemel said that 50% has to be shrubs, the balance can be perennials.

Mr. Ron Ulmer, 1114 N. Linden St., Normal, IL, was sworn in by Vice Chairman McBride. Mr. Ulmer said that he owned five rentals in Normal. He said that he had concerns regarding parking and the number of spaces per bedroom is important. He said that he did not want to see parking requirements lowered. He said that these changes could change values of property and so could waivers. He said that he did not feel that reduced recreation area was an issue, but he did hate to see greenspace reduced. Mr. Troemel said that we are not suggesting any changes to parking requirements.

There was no one else to speak regarding the application.

Ms. Hutchison said that she is a proponent of greenspace.

Mr. McBride suggested that there be some kind of cap on the cost of replacement trees. Ms. Hutchison said that waivers may be appropriate.

Mr. Troemel said that a good example of this is the Custer property where there were a significant number of mature trees.

Ms. Lorenz said that we want to encourage updating properties but some requirements make us at odds with our own policies. She suggested allowing for waivers but do enough to make it enticing for redevelopment.

Mr. Bradley said that if density were regulated by parking, what if the ratio were reduced. Mr. Troemel said that apartments are still being designed at a one to one ratio. (one space per bedroom)

Vice Chairman McBride said that he did not mind waivers. This allows each project to be treated uniquely and allows a public hearing.

Ms. Lorenz moved, seconded by Mr. Bradley, to table the item until the September meeting.

Ayes: Mr. McBride, Ms. Hutchison, Ms. Lorenz, Mr. McFarland and Mr. Bradley

Nays: None

Motion declared carried.

Other Business:

None

Adjournment:

There being no further business, Mr. Bradley moved, seconded by Ms. Hutchison, to adjourn the meeting at 6:00 p.m.

Respectfully submitted,

Sheila Elgin
Office Associate

**TOWN OF NORMAL PLANNING COMMISSION MINUTES
THURSDAY, SEPTEMBER 9, 2010, 5:00 P.M.
REGULAR MEETING, CITY HALL COUNCIL CHAMBERS
100 E. PHOENIX AVE. NORMAL, IL**

Members Physically Present:

Mr. Boser, Mr. Feid, Mr. McBride, Mr. Bradley, Mr. McFarland, Ms. Hutchison and Ms. Lorenz

Members Absent:

None

Others Present:

Ms. Davison, Town Planner, Mr. Troemel, Director of Inspections, Mr. Brown, Town Engineer, Ms. Weaver, Director of Public Works and Ms. Elgin, Office Associate

Call to Order:

Chairman Boser called the meeting to order at 5:00 p.m. and noted that a quorum was present.

Approval of Minutes:

Mr. McBride moved, seconded by Ms. Hutchison, to approve the August 5, 2010, minutes as submitted. Motion carried 7-0.

Public Hearings:

a. 10-08-11-PC: Zoning Text Amendments (Parking Impact Zone, Planned Unit Developments, Community Design Standards) (Continued from the August 5, 2010 meeting)

Ms. Davison said that some of the Commission members had wanted to know the outcome of the Council and ISU work session that was held on August 16, 2010, before making any decisions. Staff has provided recommended code changes that are in the attached memo. The changes are divided into sections, the Parking Impact Zone and Community Design Standards. She suggested that they review the memo and decide what they are comfortable with and then go back to the rest for discussion.

They started with the Community Design Standards, items (a) through (h) in the memo.

Ms. Hutchison said that she was not in favor of reducing green space (h). Chairman Boser said that he was in favor of reduced green space. Density is not the issue as long as there is enough trees and green space to make it look somewhat green. If they limit green space, they limit social area, which is not a bad thing within the PIZ. There are other amenities and green areas around that they can easily get to. The reduction is from 20% to 15% is not huge and there will still be required plantings. Ms. Hutchison said that his point was well taken. Mr. McFarland said that he agreed as long as they are keeping green space within the PIZ. Mr. Bradley said that he did not like the reduction in green space cumulative with the reduction of trees and shrubs and that would not be good.

Ms. Lorenz asked why they wanted to reduce the number of trees. Ms. Davison said that it is hard to get the number of required trees on small sites and one to 50' works better. If they don't all fit on the site, they will have to pay fees. Ms. Lorenz said that in landscaping, sometimes less is more and too many trees could be problematic in ten years. Ms. Davison said that it was true presuming all of the plantings live, they will definitely be too crowded. The reduction will be community wide, but the reduction in green space from 20% to 15% is only in the PIZ. They are seeing waivers requested in the PIZ.

Ms. Hutchison said that she would like to see the green space remain 20% and consider waivers if they are appropriate.

Chairman Boser said that in item (c) there is a 25% buyout as a matter of right available for the trees and asked if they are putting something else in. Ms. Davison said that they are just putting in lawn and it is usually because they don't want their sign obscured or they may want visibility to their building and right now per code they can't just opt out of their trees. It is only if staff agrees that they truly cannot fit and then they can buy out. Mr. McBride asked if (b) and (c) operating in tandem would further reduce trees. Ms. Davison said yes. Mr. McBride said that it wouldn't be unreasonable to say that one or the other of the two is a concession, but he didn't think we need both.

Mr. Troemel said that the tree numbers are calculated on the site perimeter instead of frontage. The change has been prompted by redevelopment close to campus on small lots. Those sites are requiring 12 to 13 trees along with 40, 50 or 60 shrubs and it gets crowded. Ms. Davison said that another factor is when a large site comes in and they subdivide it into lots next to each other, all of the lot lines that are shared between the lots are counted twice so you are getting a lot of trees. Mr. Troemel said that there are some examples where they didn't apply these standards on older developed properties. Ms. Davison said that Mr. McBride's point was good, but they are reducing the number of required trees and the 25% buyout would be 25% of a lower number. Mr. McBride asked if one of the two options was preferable from staff's standpoint. Ms. Davison said that she would choose (b) because one tree per

33' is not working well. She said that it is pretty rare that someone asks to buy out just by choice. Typically it is someone that has a really big branding issue and corporate wants them to have a certain site line. Mr. Troemel said that they are not just walking away and saying that they are not going to plant trees, they are paying for them and the Town will take that money and plant them elsewhere. Ms. Davison said that they have reduced parking requirements, which will reduce the amount of green space in parking lots. Mr. McFarland said that what he likes about it is that it does give the Town the option of where to put the trees and they are giving the developer the opportunity to develop the property in the way that they want it to appear. Chairman Boser said that it lets the developer do what they think makes sense, but we don't lose the trees in the community as a whole.

Mr. Feid asked for Ms. Davison to explain (g), interior minimum required green space for parking calculations and how to differentiate interior parking lot landscaping vs. interior landscaping. Ms. Davison said that they have been drawing illustrations for developers to give them an idea of what the interior of the parking lot is. It is more of a clarification, not a change. Mr. Feid said that the percentage looked like it is all new text. Ms. Davison said that it was a calculation that they have been using and it is easier to tell people. It is not a change from what our practice has been, it is just making it clearer.

Ms. Lorenz asked about item (e), reduce the number of trees to replace significant trees. Ms. Davison said that currently code divides it up into if you have a property that is less than an acre and you are taking down a significant tree you would replace it at one inch to one inch. If it is greater than that, but less than five acres, then you would replace a significant tree at one and one-half inches to one inch. So basically as the site gets bigger, you are being harder on them for taking out trees. They just decided to make it one for one. It is a simplification. It is less strict for larger properties. Chairman Boser asked if significant trees were over 6". Ms. Davison said 12".

Ms. Lorenz said that half the items were simplifications versus a change in design. She said that e, g and i were simplifications. The other items, b, d, f and j are design changes. Ms. Davison said that b was more substantive because it is actually reducing the number overall.

Mr. McFarland said that b, c and h are still having more questions. He asked if they wanted to vote on them separately.

Mr. McFarland moved, seconded by Mr. McBride to recommend approval of items a, d, e, f, g, i and j regarding Community Design Standards as listed in the Staff Report of August 5, 2010.

Ayes: Mr. Feid, Mr. McBride, Ms. Hutchison, Ms. Lorenz, Mr. McFarland, Mr. Bradley and Mr. Boser
Nays: None
Motion declared carried.

Mr. McBride said that he was okay with item (b) but not (c). Ms. Hutchison said that they can still buy out. She asked if they allowed a waiver if they could not fit trees on a site. Ms. Davison said that they can buy out if they can literally not fit trees on a site. Mr. McFarland asked Mr. McBride if he did not want item (c) at all. Mr. McBride said that he would vote for (b) and not (c). Mr. McFarland suggested changing the language to you could have one or the other. Mr. Troemel said that with the buyout, trees are still going to be planted somewhere. Ms. Davison said that some developers will literally cram the trees onto the site because they feel the \$500 per shade tree is too much where other people with just opt for the buyout. Mr. Troemel said that part of that is the developer. The developer may or may not retain ownership. If they don't retain ownership, they don't care.

Ms. Hutchison moved, seconded by Ms. Lorenz, to recommend approval of item (b) of the Community Design Standards as listed in the Staff Report of August 5, 2010.

Ayes: Mr. Feid, Mr. McBride, Ms. Hutchison, Ms. Lorenz, Mr. McFarland, Mr. Bradley and Mr. Boser
Nays: None
Motion declared carried.

Ms. Hutchison moved, seconded by Mr. McFarland, to recommend approval of item (c) of the Community Design Standards as listed in the Staff Report of August 5, 2010.

Ayes: Mr. Feid, Ms. Hutchison, Mr. McFarland and Mr. Boser
Nays: Mr. McBride, Ms. Lorenz and Mr. Bradley
Motion declared carried.

Ms. Hutchison moved, seconded by Ms. Lorenz, to recommend approval of item (h) of the Community Design Standards as listed in the Staff Report of August 5, 2010.

Ms. Davison said that this is in the Parking Impact Zone only.

Ayes: Ms. Lorenz, Mr. McFarland and Mr. Boser
Nays: Mr. Feid, Mr. McBride, Ms. Hutchison and Mr. Bradley
Motion denied.

Ms. Davison said that they may want to address the tree fee issues next. She said that on sites that were built as residential years ago and have mature trees, even one 36" tree to be replaced would require eight 4" trees. To add on to that the trees that are required from the perimeter to put on small sites the effect is huge. She said that an example was a site on Willow where they couldn't fit all of the replacement trees on the site; the fee was almost \$13,000. On the small sites that are being developed with something more dense, it is impossible to keep the significant trees and impossible to fit all of the replacement trees on the site. Mr. Boser asked what it cost to plant a tree. Mr. Troemel said that for a shade tree with our size requirements it is about \$500.

There was discussion on using site size for tree replacement fee calculations.

Mr. McFarland asked how many waivers we have had. Ms. Davison said that there have not been a lot. Mr. Troemel said that what brought this to our attention was the recent development on Cherry and Linden. There were four older homes that had mature trees. Most of the trees were silver maple that didn't count, but there were two or three oak trees that made it astronomical. The arborist goes out and sees if the trees are in good shape. If not, they are not counted.

Mr. McFarland said there could be too much clarification. He said that if it is one of those issues that doesn't come up very often and is not an issue that would stop development in the Town, if we get so close to every detail of every situation that might happen, it seems that we would have more waivers. He said that he would hate to see us get backed into a tight corner that we are having people come before them for waivers that we have created. Ms. Lorenz said that you don't want to over engineer it. Mr. Troemel said that tree waivers don't come to the Planning Commission, they go to Council. Ms. Davison said that there have only been a couple of these go to Council. Mr. Troemel said you either plant the required trees or you pay the fee for significant trees.

Chairman Boser said that the process isn't really broken. Ms. Davison said that we are not changing the process. Chairman Boser asked what other communities did. Ms. Davison said that not that many places have a significant tree ordinance. Mr. Troemel said that Bloomington has a point system.

Mr. McBride said that it was important to keep in mind where the fees are going which is the Town's tree planting fund.

Mr. Bradley said that no matter what choice they made, (a), (b) or (c), it will not change the process. Ms. Davison said that it will still go to Council. Mr. Bradley

said that it will not reduce the work load of the Council. Ms. Davison said that hopefully with whatever choice is made, more people will be able to live with that and they will not want to go to Council without staff support.

Chairman Boser said that he suggested that we keep what we have.

Ms. Hutchison moved, seconded by Mr. McBride, to recommend to Council to not change the current tree replacement procedures.

Ayes: Mr. Bradley, Mr. McFarland, Ms. Lorenz, Ms. Hutchison, Mr. McBride, Mr. Feid and Mr. Boser

Nays: None

Motion declared carried.

Parking Impact Zone

Ms. Davison said that item #1 addresses that PUD's in the Parking Impact Zone do not have to have common recreational space. Item three is a clarification in part, but they are also proposing to expand the four –story height maximum to B1, R3, S2, C2 and B3.

Mr. Feid said that in the text edit in (a) Purpose, is clarity in the Parking Impact Zone and the purpose of it to relax certain restrictions that might be controlled in an underlying district. Mr. Mahrt said that was correct. Mr. Feid said that the same text was repeated in (q). Mr. Mahrt said that (a) was the purpose and intent and (q) is the actual implementation language.

Ms. Davison said that it may be easier to read the code language rather than her report. The purpose is that we are trying to promote density in the Parking Impact Zone, and in part, we are proposing to change the code so that the way that you currently calculate density is now taken off the table. Instead, you take the site and on it put in what is now 20% green space, the required parking and setbacks of the building and maximum height limit. The space you have for a building determines the number of people you can have in there. They are proposing to do this whether or not it is a PUD.

Mr. Troemel said that they would meet the required green space, required parking, no change to building setbacks or height restrictions, that is what would control the density. He said that in R3-A we use the lot area to calculate density and in R3-B we do not.

Mr. Feid said that (c) explained that the zoning administrator, where there is conflict or ambiguity, is directed to give priority to requiring the greater number of off-street parking spaces and allow greater lot density. Mr. Feid said that it seems to

require a lesser amount of parking. Mr. Troemel said that in the Impact Zone where you have the higher mandated parking, that is what you have to do. He said that required parking somewhat controls density.

Mr. Feid asked if the striking of R3-A zoning district allows that height be four stories, does that require that it be two stories. Mr. Troemel said that the intent was to make it clearer. In the Parking Impact Zone now, R3-A property is entitled to be four stories or 45'. But not to be specific to R3-A, all of the zoning districts in the PIZ can have four stories with the exception of R1 and R2.

Ms. Hutchison moved, seconded by Mr. McBride, to recommend approval of item #1 of the proposed text amendment to PUD's within the PIZ as listed in the August 5, 2010 Staff Report.

Mr. Troemel said that he wanted to note that the report referenced 15% green space not 20%.

Mr. Feid said that he still had concerns with item (q). Mr. Mahrt said that (q) is only in the Parking Impact Zone which is addressed in item #3.

Mr. Mahrt said that he wanted to correct that item (q) applies to item #1, maximum density, maximum floor area, minimum open space and minimum common recreational space will not apply in the PIZ for PUD's.

Ayes: Mr. McFarland, Ms. Lorenz, Ms. Hutchison, Mr. McBride, Mr. Feid and Mr. Boser

Nays: Mr. Bradley

Motion declared carried.

Ms. Hutchison moved, seconded by Ms. Lorenz, to recommend approval of item #2 of the proposed text amendments to Council as listed in the August 5, 2010 Staff Report.

Mr. Feid said that he remain troubled since they had relinquished the transitional yards and he had always been an advocate for being sensitive to multi-family properties and transitional yard requirements when next to single-family properties.

Chairman Boser said that this is just within the Parking Impact Zone.

Ayes: Mr. Feid, Mr. McBride, Ms. Hutchison, Ms. Lorenz, Mr. McFarland and Mr. Boser

Nays: Mr. Bradley

Motion declared carried.

Ms. Davison said that #3 was a clarification to say that Parking Impact Zone standards take precedence over others and also expanding the four-story maximum height to all zoning districts with the exception of R1 and R2 within the Parking Impact Zone.

Ms. Lorenz asked if this related to the mixed use buildings. Ms. Davison said that an example was the 1010 S. Main project. Because it was a B-1, Special Use building they were entitled to four stories. We are proposing to let it be four stories without the special use process.

Ms. Hutchison moved, seconded by Mr. McBride, to recommend approval of Item #3 of the proposed text amendments to Council as listed in the August 5, 2010 Staff Report.

Ayes: Mr. Feid, Mr. McBride, Ms. Hutchison, Ms. Lorenz, Mr. McFarland and Mr. Boser
Nays: Mr. Bradley
Motion declared carried

Other Business:

Chairman Boser asked for nominations for Chairman and Vice Chairman.

Ms. Hutchison moved, seconded by Ms. Lorenz, for Chairman Boser and Vice Chairman McBride to remain in office. Motion carried 5-0.

Adjournment:

There being no further business, Ms. Lorenz moved, seconded by Mr. Bradley, to adjourn the meeting at 6:15 p.m.

Respectfully submitted,

Sheila Elgin
Office Associate