

TOWN OF NORMAL  
NORMAL, ILLINOIS

CITY HALL  
PHONE: 454-2444

PROPOSED AGENDA FOR TOWN COUNCIL MEETING

Monday, October 18, 2021

7:00 p.m.

6:55 p.m. Public Hearing Pertaining to the Second Amendment to the Annexation Agreement  
Pertaining to the 83 +/- Acre Trails on Sunset Lake Subdivision (Northeast Corner of  
Airport and Ft. Jesse)

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment

5. 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 Council Meeting of October 4, 2021
- B. Report to Receive and File Town of Normal Expenditures for Payment as of October 13, 2021
- C. Resolution Executing an Agreement with Scharnett Associates for Design and Construction Documents for the new Luckey Climber at the Children's Discovery Museum in an amount not to exceed \$77,400
- D. Resolution to Waive the Formal Bid Process and Award a Contract to GameTime C/O Cunningham Associates, Inc. for the Purchase of Modular Playground Unit, Individual Units and Surfacing Under the OMNIA Cooperative Purchasing Program for Carden Park in the Amount of \$179,963.29 and an Associated Budget Adjustment
- E. Resolution Authorizing the Purchase of Five Pieces of Golf Course Maintenance Equipment from MTI Distributing, Inc. for \$163,425.81
- F. An Ordinance Amending the Liquor Code Concerning Liquor Commission Meetings

6. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

7. Resolution Approving the Second Amendment to the Annexation Agreement for the Trails on Sunset Lake Subdivision (Northeast Corner of Airport and Ft. Jesse)
8. Ordinance Rezoning Property in the Town of Normal - Trails on Sunset Lake Subdivision (Northeast Corner of Airport and Ft. Jesse)
9. Resolution Approving an Amended Subdivision Plan for the Trails on Sunset Lake Subdivision (Northeast Corner of Airport and Ft. Jesse)

NEW BUSINESS

10. Motion to Approve Appointments to the Planning Commission

ADDENDUM

Minutes of the October 7, 2021, Planning Commission Meeting

PUBLIC COMMENT

CONCERNS

ADJOURNMENT



# Town Council Action Report

October 18, 2021

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## Public Hearing Pertaining to the Second Amendment to the Annexation Agreement Pertaining to the 83 +/- Acre Trails on Sunset Lake Subdivision (Northeast Corner of Airport and Ft. Jesse)

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**Prepared By:** Mercy Davison, Town Planner

**Reviewed By:** Pamela S. Reece, City Manager

Brian Day, Corporation Counsel

**Staff Recommendation:** That the public hearing be held.

**Attachments:** Aerial Map

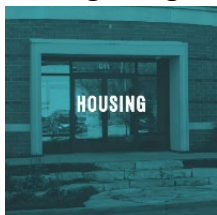
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### Community Impact

The public hearing provides an opportunity for public comment on the proposed amendment to the annexation agreement for the Trails on Sunset Lake Subdivision. The further development of this neighborhood will help meet the increasing demand for housing in Normal.

**Budget Impact:** N/A

### Strategic Alignment



[Housing – Comprehensive Plan](#)

[Economic Vitality – Comprehensive Plan](#)

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## **Background**

State law requires that the corporate authorities convene a public hearing on all annexation agreements prior to the formal consideration by the elected body. Therefore, it would be in order for the Town Council to convene a public hearing on a proposed amendment to an annexation agreement pertaining to the 83 +/- acre Trails on Sunset Lake Subdivision located at the northeast corner of Airport and Ft. Jesse.

The proposed amendment to the annexation agreement pertains to the following:

1. Amendment of the Trails on Sunset Lake Subdivision Preliminary Plan
2. Rezoning of land from Agriculture to R-1A Single Family Residential and R-2 Mixed Residential
3. Setback variances
4. Sidewalk waiver on the west side of Blue Aster Way
5. Ownership and maintenance of outlots by the Homeowners Association

Additional details on these items may be found in the Town Council Action Report pertaining to the amended annexation agreement.

## **Discussion**

Staff recommends that the Town Council convene the public hearing and accept public testimony concerning the proposed amendment to the annexation agreement. Once all testimony has been received, it would be in order for the Town Council to close the hearing.

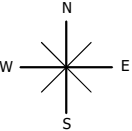
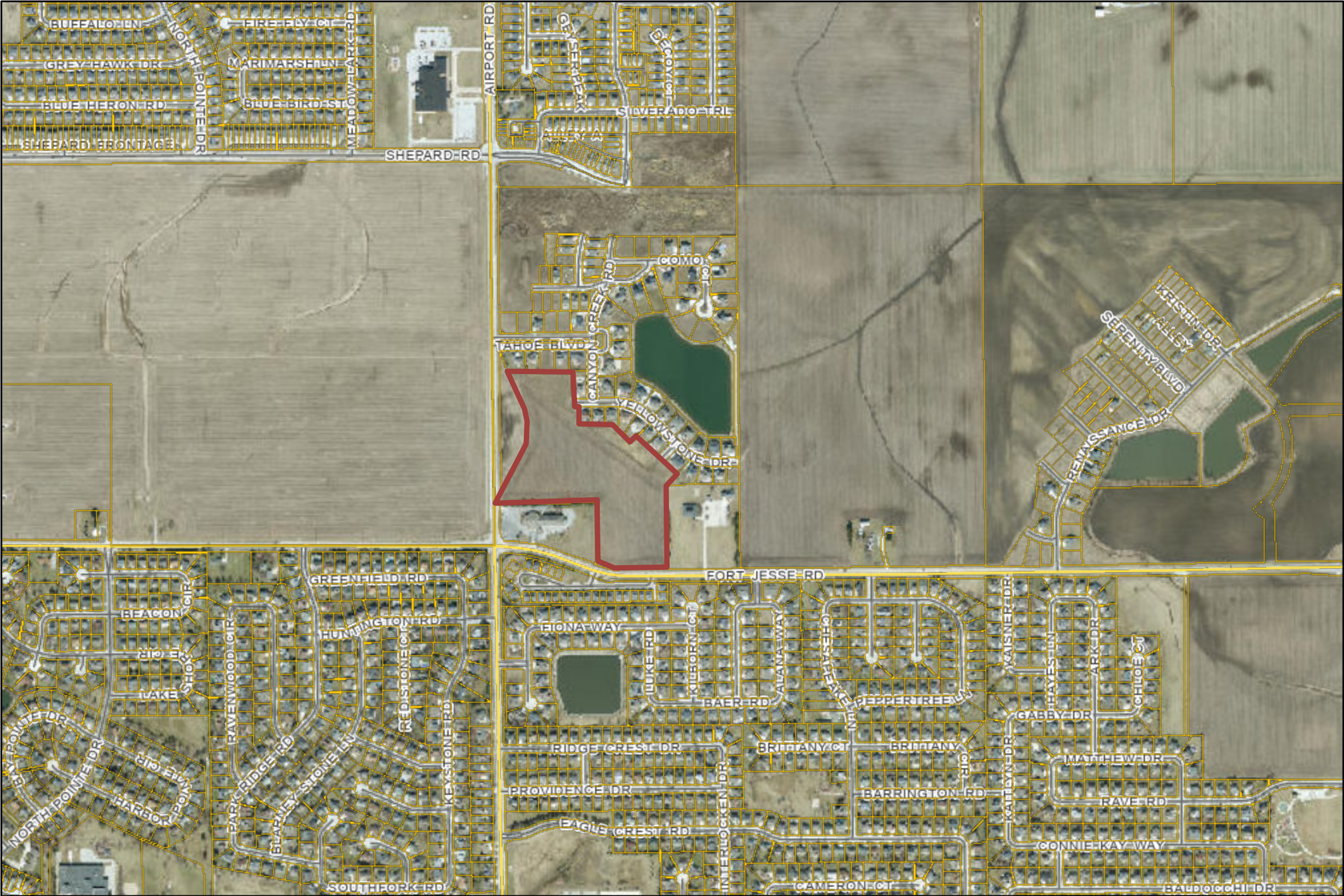
There are three items pertaining directly to the proposed amendment to the annexation agreement included in the regular meeting agenda under General Orders: a resolution authorizing the execution of the amended annexation agreement, an ordinance approving the zoning map amendment, and a resolution amending the preliminary subdivision plan.

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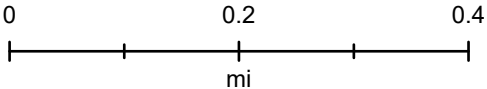
**Keywords:** Public Hearing; Amended Annexation Agreement; Trails on Sunset Lake



# Trails on Sunset Lake



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



1 inch = 1,161 feet



# **Omnibus Vote**

MINUTES OF THE REGULAR MEETING OF THE NORMAL TOWN COUNCIL HELD IN THE COUNCIL CHAMBERS, NORMAL CITY HALL, FOURTH FLOOR UPTOWN STATION, 11 UPTOWN CIRCLE, NORMAL, MCLEAN COUNTY, ILLINOIS – MONDAY, OCTOBER 4, 2021.

1. CALL TO ORDER:

Mayor Koos called the Regular Meeting of the Normal Town Council to Order at 7:03 p.m., Monday, October 4, 2021.

2. ROLL CALL:

The Clerk called the roll with the following persons

PRESENT: Mayor Chris Koos and Councilmembers Kathleen Lorenz, Stan Nord, Karyn Smith, Chamberly Cummings, Scott Preston, and Kevin McCarthy, also present were City Manager Pamela Reece, Assistant City Manager Eric Hanson, Corporation Counsel Brian Day, and City Clerk Angie Huonker.

ABSENT: None.

3. PLEDGE OF ALLEGIANCE:

Mayor Koos led the Pledge of Allegiance to the Flag.

4. PUBLIC COMMENT:

Aaron Leneve expressed concerns over removal of artwork.

Antoinette Rountree voiced concerns over the removal of artwork.

Ismail Addemir spoke on concerns over removal of artwork.

Djimon Katari expressed concerns over the removal of artwork.

Lauren Guttschow voiced concerns over artwork removal.

Marcos Mendez stressed the importance of community engagement.

Krystle Able, Public Relations Officer of Bloomington Normal Democratic Socialists of America, stressed concerns over racial disparity.

Angelique Racki spoke about the importance of listening to the community.

Jedge Slothower spoke on concerns over racial disparity.

Riley Bionde expressed disapproval over artwork removal.

Trevin Gaffney echoed previous comments regarding the removal of artwork.

Ashley Vanetten voiced concerns over removal of artwork.

Ashley Daniels expressed concerns over artwork removal.

A Normal Resident, who did not identify himself, posed questions regarding issues with sewer backup from a previous storm.

5. OMNIBUS VOTE AGENDA:

Mayor Koos read aloud the items to be considered by the Omnibus Vote Agenda.

- A. APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 20, 2021:
- B. REPORT TO RECEIVE AND FILE TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF SEPTEMBER 29, 2021:
- C. RESOLUTION TO ACCEPT WATER TREATMENT PLANT CHEMICAL BIDS FROM NOVEMBER 2021 THROUGH OCTOBER 2022: Resolution No. 5923:
- D. RESOLUTION CONDITIONALLY APPROVING THE FIRST ADDITION TO SILVER OAK ESTATES SUBDIVISION (NORTHEAST CORNER OF THE VINEYARDS SUBDIVISION):

MOTION:

Councilmember McCarthy moved, seconded by Councilmember Cummings, the Council Approval of the Omnibus Vote Agenda.

AYES: Lorenz, Nord, Smith, Cummings, Preston, McCarthy, Koos.

NAYS: None.

Motion declared carried.

Items A and C were approved by the Omnibus Vote.

Items B and D were removed from the Omnibus Vote.

6. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA:

REPORT TO RECEIVE AND FILE TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF SEPTEMBER 29, 2021:

MOTION:

Councilmember Nord moved, seconded by Councilmember Smith, the Council Approval of the Report to Receive and File Town of Normal Expenditures for Payment as of September 29, 2021.

AYES: Nord, Smith, Cummings, Preston, McCarthy, Lorenz, Koos.

NAYS: None.

Motion declared carried.

Councilmember Stan Nord requested clarification on an expense for Cardno Inc. and whether this expense is included in the current contract. City Manager Pamela Reece responded.

RESOLUTION CONDITIONALLY APPROVING THE FIRST ADDITION TO SILVER OAK ESTATES SUBDIVISION (NORTHEAST CORNER OF THE VINEYARDS SUBDIVISION): Resolution No. 5924:

MOTION:

Councilmember Nord moved, seconded by Councilmember Smith, the Council Approval of a Resolution Conditionally Approving the First Addition to Silver Oak Estates Subdivision (Northeast Corner of the Vineyards Subdivision).

AYES: Smith, Cummings, Preston, McCarthy, Lorenz, Nord, Koos.

NAYS: None.

Motion declared carried.

Councilmember Stan Nord posed questions on whether this Subdivision is being charged a sanitary sewer tap on fee. City Manager Pamela Reece responded.

GENERAL ORDERS:

There were no General Orders.

NEW BUSINESS:

There was no New Business.

PUBLIC COMMENT:

There was no Public Comment.

CONCERNS:

Councilmember Chamberly Cummings congratulated the CDM for a successful Day of Play event. Ms. Cummings also mentioned that the Sugar Creek Arts Festival is taking place this weekend. Ms. Cummings noted the acceptance of eight applicants to Youth on a Mission.

Councilmember Chamberly Cummings clarified that the Normal Police Department was not handling the investigation. Ms. Cummings sympathized with public commentators and addressed some of the issues discussed.

Councilmember Karyn Smith announced that the Town of Normal is in receipt of some funds from the American Rescue Plan. Ms. Smith urged citizens to partake in the survey that will provide input on what the funds might be used for.



Councilmember Stan Nord made accusations regarding misuse of funds. Mr. Nord played an audio recording of selected excerpts of previous comments made by Mayor Koos and City Manager Pamela Reece. Mr. Nord believes that using the Water fund to purchase snowplow equipment is a cause for future concern.

Councilmember Kevin McCarthy thanked everyone involved in Day of Play and mentioned Household Hazardous Waste Collection Day is October 9<sup>th</sup> with still a few open appointments available. Mr. McCarthy encouraged anyone who has an interest in the item Mr. Nord was referencing, to go back and view the entire video and not just excerpts from previous Council meetings.

Councilmember Kathleen Lorenz asked staff to follow up with the owner of 106 Beaufort regarding his maintenance concerns. Ms. Lorenz emphasized how lucky the community is to have an innovative and promising corporate partner with Rivian.

Mayor Koos gave a note of caution to Mr. Nord for selectively choosing comments to reinforce his opinion.

ADJOURNMENT:

There being no further business to come before the Council, Mayor Koos called for a Motion to Adjourn the Regular Meeting of the Normal Town Council.

MOTION:

Councilmember McCarthy moved, seconded by Councilmember Cummings, the Council Accept a Motion to Adjourn the Regular Meeting of the Normal Town Council.

AYES: Cummings, Preston, McCarthy, Lorenz, Nord, Smith, Koos.

NAYS: None.

Motion declared carried.

Mayor Koos adjourned the Regular Meeting of the Normal Town Council at 8:14 p.m., Monday, October 4, 2021.

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

## General Fund

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CENTRAL ILLINOIS TRUCKS INC	BRAKE VALVE	254.14
EVERGREEN FS INC.	DIESEL FUEL 7009 GALLONS	19,604.17
KOENIG BODY & EQUIPMENT INC	AUGER MOTOR S/A & T/A	574.89
LANZ HEATING & COOLING, INC	111 W LOCUST-EX REFUND	632.00
MARTIN EQUIPMENT OF IL INC	FUEL FILTER KIT	235.35
ONSRUD, CRAIG	PRO SHOP INV PMT 9/19-10/	2,452.12
ONSRUD, CRAIG	PRO SHOP TAX PMT 9/19-10/	218.76
REBECCA HAYES	ZUMBA JR. REFUND-254001-1	100.00
TERMINAL SUPPLY CO	ALARM BACK UP	275.36
TERMINAL SUPPLY CO	BULB/HEADLAMP H13	181.74
US BANK/P-CARD	soap-markers	84.15
US BANK/P-CARD	sweet corn 21 crew meals	170.56
US BANK/P-CARD	sweet corn drinks	117.79
US BANK/P-CARD	Tent supplies--sweet corn	95.88
General Fund	- Total	24,996.91

## General Fund      Mayor & Council      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CHEMBERLY CUMMINGS	IML TRAVEL REIMBURSEMENT	151.41
ILLINOIS MUNICIPAL LEAGUE	IML REGISTRATON 2021	360.00
Karyn Smith	IML TRAVEL REIMBURSEMENT	1,168.10
KOOS, CHRIS	TRAVEL REIMBURSEMENT IML	824.75
KOOS, CHRIS	TRAVEL REIMBURSEMENT USCM	994.72
US BANK/P-CARD	ship documents	48.28
US BANK/P-CARD	sympathy flowers	80.62
US BANK/P-CARD	train ticket insurance	9.00
US BANK/P-CARD	Train ticket to IML	60.00
General Fund	Mayor & Council      Administration      - Total	3,696.88

## General Fund      Administration - City Mgr City Manager

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
PARKWAY AUTO LAUNDRY	CAR WASH-ADMIN	9.00
US BANK/P-CARD	food for foundation board	79.85
US BANK/P-CARD	IML Registration	310.00
General Fund	Administration - City Mgr City Manager      - Total	398.85

## General Fund      Administration - City Mgr General Expense Dept.

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
B/N CONVENTION & VISITORS BUREAU	MONTHLY CONTRIBUTION	9,104.16
BRISKET INC	EMPLOYEE APPRECIATION	3,500.00
CHEM-K, LLC	REMEDIATION	23,250.00
CITY OF BLOOMINGTON	FOOD & BEV TAX-OCT21	1,474.84
FAMILY COMMUNITY RESOURCE CENTER	FREEDOM FND BANQUET-NAACP	100.00
MCGUIREWOODS LLP	SEPTEMBER 2021 SERVICES	4,000.00
MCLEAN COUNTY TREASURER	JUL 2021 SALES TAX PMNT	153,915.09
MUNICIPAL INS COOPERATIVE AGENCY	MICA INS DEDUCTIBLE	38.00
UPTOWN CIRCLE DEVELOPMENT LLC	OCT 2021 RENT	35,942.52
US BANK/P-CARD	greeting card	4.12
US BANK/P-CARD	parade candy	217.07
US BANK/P-CARD	proclamation frame	44.48
US BANK/P-CARD	refreshments	35.31
US BANK/P-CARD	Refreshments for ADA Meet	75.49
General Fund	Administration - City Mgr General Expense Dept. - Total	231,701.08

### General Fund      Administration - City Mgr Communications

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CITY-COUNTY COMM. & MARKETING ASSOC	MEMBERSHIP DUES	845.00
COMETOBUY INC	EV TOWN WEBSITE HOSTING	75.00
ILLINOIS STATE UNIVERSITY	SHIRTS FOR SWEET CORN TOW	1,867.89
US BANK/P-CARD	ELGL Conference Registrat	80.00
US BANK/P-CARD	survey monkey fees	384.00
General Fund	Administration - City Mgr Communications - Total	3,251.89

### General Fund      Cultural Arts      CDM

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	PAINT,DRILL BIT	11.99
AURORA WORLD INC	STORE INVENTORY	127.52
B & B AWARDS AND RECOGNITION	NAMETAG	11.45
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	170.80
DO-A-DOT ART	STORE INVENTORY	451.46
MELISSA & DOUG INC	ITEMS-STORE INVENTORY	1,583.90
MELISSA & DOUG INC	STORE INVENTORY	730.90
MENARDS	DRILL BITS,HARDWARE,APRON	52.88
MENARDS	HARDWARE,BATTERIES,GLUE	53.43
MENARDS	PVC,CHISEL,BIT	25.41
MENARDS	SANDPAPER,MASKS,MOUSE	66.55



## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
MENARDS	WOOD SHOP	27.84
RANDOM HOUSE, INC.	STORE INVENTORY	9.98
REPUBLIC SERVICES	GARBAGE COLLECTION SERVS	164.37
SCENTCO INC	STORE INVENTORY	40.00
US BANK/P-CARD	3d printer part	54.94
US BANK/P-CARD	air maze clamps	84.12
US BANK/P-CARD	airmaze clamps	107.63
US BANK/P-CARD	astc virtual 2021 annual	149.00
US BANK/P-CARD	barn paneling	496.32
US BANK/P-CARD	black light	49.99
US BANK/P-CARD	books	603.20
US BANK/P-CARD	cardstock	37.68
US BANK/P-CARD	cardstock paper	54.97
US BANK/P-CARD	connectors	14.85
US BANK/P-CARD	credit for tax charged on	-20.44
US BANK/P-CARD	ear pieces	78.25
US BANK/P-CARD	earpieces	67.80
US BANK/P-CARD	Facebook ads	37.87
US BANK/P-CARD	FB ads event boost	25.00
US BANK/P-CARD	fog fluid	29.99
US BANK/P-CARD	fog machine	189.99
US BANK/P-CARD	garden plants	44.40
US BANK/P-CARD	immersion heater	28.99
US BANK/P-CARD	items for color changing	100.41
US BANK/P-CARD	LED strip light	39.99
US BANK/P-CARD	light fixture	93.99
US BANK/P-CARD	paint cups- dominoes sets	119.97
US BANK/P-CARD	paint cups-dominoes sets	503.87
US BANK/P-CARD	plotter ink	347.78
US BANK/P-CARD	printer filament	44.98
US BANK/P-CARD	rotary club dues	280.00
US BANK/P-CARD	rubber golf putters- golf	81.93
US BANK/P-CARD	silica gel	36.98
US BANK/P-CARD	Sink display	58.63
US BANK/P-CARD	speaker cables	34.58
US BANK/P-CARD	spray paint	56.01
US BANK/P-CARD	tape	27.95
US BANK/P-CARD	toys- bags	31.96

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	whoopee cushion	66.86
US BANK/P-CARD	wire	30.95
US BANK/P-CARD	Wix subscription	18.00
US BANK/P-CARD	wood craft cubes	29.38
WOWTOYZ INC	STORE INVENTORY	1,384.53
General Fund	Cultural Arts CDM	- Total
		9,051.78

## General Fund      Cultural Arts      Theater

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	180.10
US BANK/P-CARD	ads	155.25
US BANK/P-CARD	film	35.69
US BANK/P-CARD	office supplies	180.16
US BANK/P-CARD	Pandora ads	343.21
US BANK/P-CARD	Spotify ads	154.26
US BANK/P-CARD	Spotify subscription fees	9.99
US BANK/P-CARD	Veezi fees	110.50
General Fund	Cultural Arts Theater	- Total
		1,169.16

## General Fund      Cultural Arts      Uptown Activities

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
PREMIER PRINT GROUP	FESTIVAL TRADING CARDS	289.00
PREMIER PRINT GROUP	SIGNS/SHIPPING	736.00
General Fund	Cultural Arts Uptown Activities	- Total
		1,025.00

## General Fund      Town Clerk      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
NORMALITE	PUBLIC NOTICES	7,243.00
General Fund	Town Clerk Administration	- Total
		7,243.00

## General Fund      Corporation Counsel      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ANCEL GLINK P.C,	PEIRCE LIT-JUL/AUG21	66.94
ANCEL GLINK P.C,	SRVS-HEARING OFFICER	437.50
CLARK BAIRD SMITH LLP	LEGAL SERVICES	85.00
JAMES TODD GREENBURG	IMPOUNDMENT HEARINGS	125.00
KLEIN THORPE & JENKINS LTD	LEGAL SERVICES	75.00
LEXIS NEXIS (LEGAL ONLY)	LEXIS NEXIS SEPT21	142.00
NATHAN B HINCH	IMPOUNDMENT HEARINGS	156.25
General Fund	Corporation Counsel Administration	- Total
		1,087.69

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

**General Fund      Facilities Management      Administration**

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	MISC.SUPPLIES-FACILITIES	71.03
AMERENIP	ENERGY USAGE	146.66
BILL'S KEY & LOCK SHOP	KEYS	9.20
BILL'S KEY & LOCK SHOP	KEYS/PROGRAM FEE	84.30
CENTRAL SUPPLY CO	SUPPLIES	135.00
CHILDERS DOOR SERVICE	DOOR OPERATOR REPAIR	147.82
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	819.20
DYNAMIC CONTROLS INC.	BAS PROGRAMMING	640.00
GRAINGER INC	USB TEMP/HUMIDITY DATA LG	224.88
HOME DEPOT CREDIT SERVICES	FLOOR SCRAPER	78.00
HOME DEPOT CREDIT SERVICES	OVERPAYMENT CREDIT	-137.48
INTERNATIONAL PROMOTIONAL IDEAS	WORK PANTS	95.11
JOHNSTONE SUPPLY	DRAIN PAN	43.70
JOHNSTONE SUPPLY	MOTOR & CAPACITOR	179.59
KONE INC	ELEVATOR BUTTON COLLAR	42.72
KONE INC	SMOKE DETECTOR TEST-ELEV.	320.61
LINDEN CONDO ASSOCIATION	QTR 4 ASSOCIATION DUES	2,100.00
M & O ENVIRONMENTAL COMPANY	DUCT WORK INSULATION	913.21
MCMASTER-CARR SUPPLY CO	HANDWASH SIGN	15.05
MENARDS	ADHESIVE	32.79
MENARDS	FASTENERS	5.78
MENARDS	SHELVING MATERIAL	74.30
MID-ILLINOIS COMPANIES, CORP.	EIFS REPAIRS	2,680.00
MIDWEST CONSTRUCTION RENTALS	LIFT RENTAL	1,706.64
MILLER JANITOR SUPPLY	SUPPLIES	385.83
NICOR GAS	ENERGY USAGE	583.65
OBERLANDER ALARM SYSTEMS INC	MONITORING SERVICE	170.10
OTTO BAUM COMPANY INC	MASONRY/FENCE INVOICE	1,021.76
PARKWAY AUTO LAUNDRY	FM II-CLEANED	9.00
PARKWAY AUTO LAUNDRY	FM5 CLEANED	9.00
PROFESSIONAL ELECTRIC	PUMP REPAIR	1,344.08
SPRINGFIELD ELECTRIC CO	PARKING LIGHT PHOTOCELL	20.98
SPRINGFIELD ELECTRIC CO	REPLACEMENT LAMPS	262.08
TOWN OF NORMAL-WATER FUND	STORM WATER-BV MANSION	9.20
TOWN OF NORMAL-WATER FUND	UTILITIES-305 PINE ST	91.66
TOWN OF NORMAL-WATER FUND	UTILITIES-BV MANSION	72.90
UNION ROOFING CO INC	REPAIRS TO FLASHINGS	2,590.00

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	2021 ISSA CIMS-GB recerti	1,997.50
US BANK/P-CARD	21730- Floor restorer and	52.56
US BANK/P-CARD	21780-audible bird deterr	228.65
US BANK/P-CARD	21780-Scoop clear for ice	32.54
US BANK/P-CARD	22134- keyboard tray for	116.99
US BANK/P-CARD	Reimbursement Credit for	-15.66
US BANK/P-CARD	Train floor refinish	1,678.80
WILCOX ELECTRIC & SERVICE INC	LIGHT RELAY	158.92
WINSUPPLY BLOOMINGTON IL CO	BOILER PUMP BEARING KIT	109.50
General Fund	Facilities Management Administration - Total	21,358.15

### General Fund      Finance      Financial Services

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
LAUTERBACH & AMEN LLP	AUDIT SERVICES	1,000.00
QUILL CORPORATION	2022 CALENDARS	2,132.19
QUILL CORPORATION	INSPECTIONS PAPER	106.96
QUILL CORPORATION	INSPECTIONS-OFFICE SUPPLS	76.75
QUILL CORPORATION	RETURN	-44.00
US BANK/P-CARD	Finance Office Supplies	24.59
US BANK/P-CARD	office supplies expandabl	35.58
US BANK/P-CARD	office supplies heavy dut	8.83
US BANK/P-CARD	Office supplies sheet pro	16.49
WALZ LABEL AND MAILING SYSTEMS	MAIL MACHINE SERVICING	208.88
General Fund	Finance Financial Services - Total	3,566.27

### General Fund      Innovation & Technology      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CIRBN, LLC	INTERNET SERVICE MONTHLY	3,152.88
COMCAST CORPORATION	EOC MONTHLY INTERNET SERV	186.55
COMCAST CORPORATION	UPTOWN STATION CABLE TV &	504.62
COMMUNICATION REVOLVING FUND	COMM.REVOLVING FUND-AUG21	1,106.75
CTC TECHNOLOGY & ENERGY	BROADBAND SOLUT.STRATEGY	2,606.25
DELL MARKETING LP	LAPTOP & CHARGER-NETWORK	1,250.79
DELL MARKETING LP	OFFICE 365 RENEW-LIBRARY	95,176.47
FRONTIER	PHONE SERVICE MONTHLY - T	5,468.84
LEXIS NEXIS (POLICE ONLY)	LEXUS NEXUS PD-SEPT21	103.00
MCLEAN CO INFORMATION SERVICES	LEAD	95.68
MNJ TECHNOLOGIES DIRECT INC	TONER	78.00
NETWORK FLEET INC.	AVL SERVICE - TOWN	3,246.48

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
PRESIDIO NETWORKED SOLUTIONS	VEEAM BACKUP-MICROSOFT365	1,352.00
SENERGY ELECTRIC INC	CDM CCTV	17,786.40
T2 SYSTEMS,INC	ROVR RETURNS-SEPT21	130.65
US BANK/P-CARD	Cell access/office sup	97.95
US BANK/P-CARD	Computer accessories	35.94
US BANK/P-CARD	Flash drives	163.48
US BANK/P-CARD	Headphones	120.00
US BANK/P-CARD	Office supplies	26.21
US BANK/P-CARD	Podcast Services	15.00
US BANK/P-CARD	Smart Cities Conference	655.63
US BANK/P-CARD	Zoom Room Connector	1,248.20
VERIZON WIRELESS	FIRE AVL	884.51
VERIZON WIRELESS	STREETS MESSAGE BOARDS SE	30.03
ZENCITY TECHNOLOGIES US INC	ZENCITY PULSE	6,400.00
General Fund	Innovation & Technology Administration - Total	141,922.31

### General Fund      Human Resources      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CAMPION,BARROW & ASSOCIATES	PSYCH EXAMS-PD & FD	1,320.00
CARLE BROMENN MEDICAL CENTER	PREEMPLOY FD PHYS/FIT DTY	1,283.46
NATIONAL TESTING NETWORK, INC	PD RECRUITMENT EXAMS	1,878.00
PANTAGRAPH	POLICE RECRUITMENT AD	581.00
SHEPELL.FGI	CDL & SUPERVISOR TRAINING	2,190.00
US BANK/P-CARD	2022 Annual membership--H	173.50
US BANK/P-CARD	Amenities for on-site hea	205.56
US BANK/P-CARD	Recruitment ad boost for	125.00
General Fund	Human Resources Administration - Total	7,756.52

### General Fund      Inspections      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BOITNOTTS LAWN & LANDSCAPING	316 GLENN,CUT TREE LIMBS	120.00
BOITNOTTS LAWN & LANDSCAPING	MOWING-VARIOUS LOCATIONS	1,020.00
PIP PRINTING	BIKE RODEO	122.77
US BANK/P-CARD	Barry Knox IPEA Continuin	90.00
US BANK/P-CARD	Jennifer Toney 2021 Housi	125.00
US BANK/P-CARD	Randy Schoolcraft CEU for	90.00
General Fund	Inspections Administration - Total	1,567.77

### General Fund      Police      Administration

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ALL PURPOSE POLYGRAPH	INTERN POLYGRAPHS	450.00
B & B AWARDS AND RECOGNITION	NAME PLATES	24.50
CI SHOOTING SPORTS,INC	CLOTHING/EQUIPMENT	1,985.64
Cory Phillips	PHILLIPS-SWAT TRAINING	-280.50
FBI NAT'L ACADEMY ASSOC.IL.CHAPTER	TRAINING - PETRILLI	-350.00
KRUGER ANIMAL HOSPITAL	K9 CARE & SUPPLIES	251.96
MCLEAN COUNTY ANIMAL CONTROL	ANIMAL CONTROL-OCT21	6,054.58
MORGAN STANLEY	PENSION PROPERTY TAX - PD	326,349.46
MOTOROLA	WAVE BILLING	75.00
PEAK TECHNOLOGIES, INC	THERMAL PAPER	2,622.79
US BANK/P-CARD	Ammo-Pepperball Supplies	219.06
US BANK/P-CARD	Area Police Chiefs lunch	171.22
US BANK/P-CARD	Bike bags	107.96
US BANK/P-CARD	CID multi use board	297.50
US BANK/P-CARD	CJHS	14.99
US BANK/P-CARD	CQB Swat- QTY 3	1,532.30
US BANK/P-CARD	CR-Training-Petrilli	-148.74
US BANK/P-CARD	Credit CBQ hotel- 1 room	-1,532.30
US BANK/P-CARD	Credit taxes- trans. 8-19	-13.32
US BANK/P-CARD	Credit-IACA Conf.-Lawson-	-112.25
US BANK/P-CARD	Credit-IACA-Lawson-Rippey	-500.00
US BANK/P-CARD	Dog food-Kira	67.72
US BANK/P-CARD	Food for critical inciden	169.88
US BANK/P-CARD	Gloves	2,615.69
US BANK/P-CARD	KJHS	14.99
US BANK/P-CARD	Monthly fee	60.00
US BANK/P-CARD	NCHS	14.99
US BANK/P-CARD	NCWHS	14.99
US BANK/P-CARD	office supplies	57.48
US BANK/P-CARD	Office supplies-storage	165.76
US BANK/P-CARD	PJHS	14.99
US BANK/P-CARD	Police Conf.-Blechner	154.40
US BANK/P-CARD	Police conf.-Petrilli	13.50
US BANK/P-CARD	Storage supplies	39.50
US BANK/P-CARD	T.V. stand	887.99
US BANK/P-CARD	Tactical equipment	1,357.37
US BANK/P-CARD	Torch Run Auction	254.10
General Fund	Police Administration - Total	343,123.20

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

**General Fund      Fire      Administration**

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACCUMED BILLING INC	BILLING SERVS FEE-SEPT21	5,075.86
ACE HARDWARE	CARB/CHOKE CLEANER	4.99
ACE HARDWARE	TIRE FOAM,CONNECTOR 20A	30.27
AIR ONE EQUIPMENT INC.	FIRE HELMET	285.00
AIR ONE EQUIPMENT INC.	HYDROGEN SULFIDE/SENSOR	454.91
Ben Whitacre	TRAINING LDDM REIMBURSEME	191.25
CI SHOOTING SPORTS,INC	BOOTS-STEINKOENIG	121.49
COMCAST CORPORATION	STATION #3 CABLE	15.00
Dan Kosar	KOSAR TRENCH TECH TRAININ	407.00
Greg Mohr	IAAI TRAINING REIMBURSEME	178.50
ILLINOIS FIRE CHIEFS ASSOCIATION	FIRE CHIEF'S FALL SYMPOSI	200.00
INTERSTATE ALL BATTERY CENTER	12V BATTERY-JUMPSTARTER	120.00
Jordan Duran	DURAN LDDM TRAINING REIMB	191.25
Jordan Duran	DURAN TRENCH TECH TRAININ	407.00
Josh Gee	LDDM TRAINING	191.25
KNO2 LLC	MONTHLY BILLING-SEPT21	73.24
KNO2 LLC	NEW ANNUAL BILL-OCT21	1,120.00
Logan Wright	SMOKE DIVERS TRAINING REI	127.50
MABAS Division #41	MABAS ANNUAL DUES	532.00
MCLEAN CO AREA EMS SYSTEM	CONT.EDU CLASSES-OCT21	1,000.00
MENARDS	HINGE,STEP DRILL	157.39
MENARDS	INDUST STRG VELCRO	109.95
MENARDS	WIRE CRIMPER/HD CONNECTOR	45.97
MILLER JANITOR SUPPLY	STATION CLEANING SUPPLIES	930.20
MORGAN STANLEY	PENSION PROPERTY TAX-FIRE	290,262.97
MOTOROLA	XTRA LOUD EARPIECE W/TUBE	262.80
Nathan Riordan	LDDM TRAINING TRAVEL REIM	191.25
Nathan Riordan	TRENCH TECH TRAINING	407.00
Nathan schirding	IFSI ACADEMY	280.50
Nathan Schirding	SCHIRDING ACADEMY TRAININ	280.50
NICOR GAS	ENERGY USAGE	580.58
PARKWAY AUTO LAUNDRY	CAR WASHES-NFD	45.00
PAUL CONWAY SHIELDS	CARBON MONOXIDE DETECTORS	214.00
RAY O'HERRON CO INC	HAT STRAP,PERMAGOLD	12.00
RAY O'HERRON CO INC	PANTS/SHIRTS	340.78
Robert Collins	IAAI ATC TRAINING REIMBUR	178.50
TELEFLEX LLC	EZ-10 NEEDLES	1,115.50

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	Area Chiefs Meeting	100.83
US BANK/P-CARD	coffee for HQ break room	29.98
US BANK/P-CARD	coffee pods for HQ break	95.00
US BANK/P-CARD	forceable entry tools	101.95
US BANK/P-CARD	forceable entry tools for	261.99
US BANK/P-CARD	Fraudulent charge. Was m	29.95
US BANK/P-CARD	fuel for trip to Nebraska	71.60
US BANK/P-CARD	Fuel travelling from Nebr	69.60
US BANK/P-CARD	Grill auto shut off prope	107.09
US BANK/P-CARD	HQ air compressor repair	68.25
US BANK/P-CARD	IAAI Training (G. Mohr).	225.00
US BANK/P-CARD	IAAI training Collins.	225.00
US BANK/P-CARD	supplies for HQ training	18.15
US BANK/P-CARD	Training Maps of City	324.00
ZOLL MEDICAL CORPORATION	6 ECG ELECTRODES	172.80
ZOLL MEDICAL CORPORATION	PEDI-PADZ II ELECTRODES	196.65
General Fund	Fire	Administration
- Total		308,239.24

### General Fund      Fire      Prevention

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	Prevention- hotel stay fo	99.43
General Fund	Fire	Prevention
- Total		99.43

### General Fund      Public Works      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
NICOR GAS	ENERGY USAGE	174.95
US BANK/P-CARD	PW office-legal pads and	23.98
US BANK/P-CARD	PW-Scott Towels-Qty 3 box	134.97
General Fund	Public Works	Administration
- Total		333.90

### General Fund      Public Works      Fleet Maintenance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CENTRAL ILLINOIS TRUCKS INC	CREDIT	-31.78
CENTRAL ILLINOIS TRUCKS INC	DFN SENSOR	143.52
CENTRAL ILLINOIS TRUCKS INC	HOOD LATCH REPAIR	410.50
CENTRAL ILLINOIS TRUCKS INC	PTO COVER	42.96
CENTRAL ILLINOIS TRUCKS INC	SWITCH	66.70
CINTAS CORPORATION #396	UNIFORM RENTAL-PW	46.96
CUMBERLAND SERVICENTER INC	DEF HEAD	1,891.66



## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
DON OWEN TIRE SERVICE	11/22.5 TIRE MOUNTING	61.00
DON OWEN TIRE SERVICE	19.5 STEER TIRE	330.42
DON OWEN TIRE SERVICE	SQUAD TIRES	2,814.80
DON OWEN TIRE SERVICE	TIRE REPAIR S45	237.69
DON OWEN TIRE SERVICE	VALVE STEM ENG 12	67.50
DON OWEN TIRE SERVICE	VALVE STEM FM	22.50
DON OWEN TIRE SERVICE	VALVE STEM RES 12	40.69
EAGLE AUTOMOTIVE	BRAKE PADS	69.11
EAGLE AUTOMOTIVE	HUB ASSY	281.37
EAGLE AUTOMOTIVE	ROTOR	124.06
EAGLE AUTOMOTIVE	SPARK PLUG	22.74
EAGLE AUTOMOTIVE	SWAY BAR LINK	24.12
HERITAGE MACHINE & WELDING INC	LEAF SPRING	194.27
KEY EQUIPMENT & SUPPLY CO	JOYSTICK	272.17
KOENIG BODY & EQUIPMENT INC	AUGER MOTOR/BUSHINGS	1,006.37
MARTIN EQUIPMENT OF IL INC	WARRANTY REPAIRS(MILEAGE)	222.35
MENARDS	SINGLE EDGE RAZOR,ADAPTOR	25.52
MSC INDUSTRIAL SUPPLY CO INC	SUPPLIES	180.34
O'REILLY AUTO PARTS	CALIPER B RACKET	75.16
PRAXAIR DISTRIBUTION INC	TANK RENTAL	175.30
RAY O'HERRON CO INC	STROBE BULBS	155.19
RUSH TRUCK CENTERS OF ILLINOIS, INC	ABS VALVE	247.27
RUSH TRUCK CENTERS OF ILLINOIS, INC	TANK STRAPS	385.76
SAM LEMAN FORD BLOOMINGTON	CONTROL ARM	185.45
SAM LEMAN FORD BLOOMINGTON	NUT	4.87
TERMINAL SUPPLY CO	SPLIT LOOM TOOL	42.31
US BANK/P-CARD	PW-Hoses and Grease Guns	69.96
General Fund      Public Works      Fleet Maintenance      - Total		9,908.81

### General Fund      Public Works      Streets

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	STAPLEGUN,STAPLES	50.04
BLUE BEACON INTERNATIONAL, INC	TRUCK WASH	48.00
Conrad Riordan	CDL REIMBURSEMENT; C. RIO	30.00
DIAMOND VOGEL PAINT	LACQ THIN GAL	26.84
DIAMOND VOGEL PAINT	PAINT THINNER	11.05
DTN LLC	FEE-RADAR WEATHER SERVICE	4,152.00
ITS PLUS, INC.	S MILLENIUUM & RAAB RD	10,370.00

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
KEY EQUIPMENT & SUPPLY CO	SWEEPER BROOMS	3,198.36
MATHIS KELLY CONSTRUCTION	ASPHALT BLADE	258.78
MATHIS KELLY CONSTRUCTION	STEEL SPRAYER	258.01
MCLEAN COUNTY ASPHALT	COLD MIX ASPHALT	370.44
MCLEAN COUNTY ASPHALT	MASON SAND	115.09
MENARDS	DURACELL BATTERIES	14.99
MENARDS	FLAT WASHER	1.75
MENARDS	GLASS CLEANER,AEROSOL	9.41
MENARDS	MISC SUPPLIES-PW	78.23
MENARDS	STEEL	24.28
MIDWEST CONSTRUCTION RENTALS	CARBURETOR,IN LINE FILTER	926.65
MIDWEST CONSTRUCTION RENTALS	HUSQVARNA 16" DIAM BLADE	150.00
MIDWEST CONSTRUCTION RENTALS	RATCHET STRAP	22.75
MIDWEST EQUIPMENT II	CHAINSAW REPAIR	254.74
MORRIS AVENUE GARAGE	12 MO INSPECTION-S18	35.00
PRAIRIE MATERIAL SALES INC	CONCRETE-BEECH&CARRIAGE H	1,786.50
PRAIRIE MATERIAL SALES INC	CONCRETE-LINCOLN & LINDEN	1,538.38
PRAIRIE MATERIAL SALES INC	CONCRETE-LINDEN & LINCOLN	2,283.13
PRAIRIE MATERIAL SALES INC	CONCRETE-RIVERLAND/SHELBO	992.50
PRAIRIE MATERIAL SALES INC	CONCRETE-RIVERLAND/SHELBR	1,366.88
SELECT SCREENPRINTS INC	POLOS/PULLOVERS	426.00
SELECT SCREENPRINTS INC	RAINWEAR	1,046.00
TRAFFIC SIGN STORE	TRAFFIC SIGNS	842.50
US BANK/P-CARD	PW- Boots- S. Collins	144.00
US BANK/P-CARD	PW- Jeans-S. Collins	99.98
US BANK/P-CARD	PW- pants for S. Dennewit	59.98
General Fund	Public Works	Streets
- Total		30,992.26

## General Fund      Public Works      Waste Removal

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
AMERICAN PEST CONTROL	BIRD CONTROL	100.00
HENSON DISPOSAL INC	BULK WASTE	9,679.04
SAFETY-KLEEN CORPORATION	PARTS SOLVENT	198.07
SELECT SCREENPRINTS INC	POLOS/PULLOVERS	426.00
General Fund	Public Works	Waste Removal
- Total		10,403.11

## General Fund      Engineering      Engineering Services

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
RAMSEY GEOTECHNICAL ENGINEERING	LANDMARK DR SIDEWALK	360.00

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
LLC		
RAMSEY GEOTECHNICAL ENGINEERING LLC	TEST-PHEASANT RIDGE 12TH	150.00
RAMSEY GEOTECHNICAL ENGINEERING LLC	TESTING-NORTHBRIDGE SUBDV	447.50
RAMSEY GEOTECHNICAL ENGINEERING LLC	TESTING-SILVER OAKS SUBDV	617.00
General Fund	Engineering      Engineering Services      - Total	1,574.50

### General Fund      Parks & Recreation      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BEST VERSION MEDIA LLC	ADVERTISING	372.50
DENNY PARTY RENTALS	DAY OF PLAY INFLATABLES	875.00
NEUHOFF FAMILY LIMITED PARTNERSHIP	RADIO ADS	999.85
PRAIRIE SIGNS INC	ADOPT A PARK PROG.SIGNS	60.00
PRAIRIE SIGNS INC	DOG PARK SIGNS	280.00
SARAH FOOTE	DOG PARK SIGNS-5	450.00
US BANK/P-CARD	Airfare refund-duplicate	-182.00
US BANK/P-CARD	Monthly Spotify fee	15.99
US BANK/P-CARD	Pandora ads	445.89
US BANK/P-CARD	Spotify ads	330.83
US BANK/P-CARD	To The Max Facebook boost	32.43
General Fund	Parks & Recreation      Administration      - Total	3,680.49

### General Fund      Parks & Recreation      Parks Maintenance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
A.M. LEONARD INC	GATOR BAGS FOR TREES	498.25
BILL'S KEY & LOCK SHOP	SPARE BOBCAT KEYS	20.70
BOBCAT OF PEORIA INC	WIPER REPAIR R53	310.40
BURRIS EQUIPMENT CO	MOWER PARTS	139.00
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	214.08
D & K PRODUCTS	FERTILIZER & HERBICIDE	1,078.95
DON OWEN TIRE SERVICE	BACKHOE TIRE REPAIR	114.50
DON OWEN TIRE SERVICE	R22 TIRES	741.96
DON OWEN TIRE SERVICE	SPARE TIRE FOR MOWER	210.00
DON OWEN TIRE SERVICE	TRACTOR TIRE REPLACEMENT	733.46
EVERGREEN FS INC.	FUEL	451.95
FASTENAL COMPANY	PLAYGROUND SWING CHAIN	340.20
GOOD FOREST TIMBER CO	MULCH	1,440.00
ILLINOIS STANDARD PARTS INC	BARN SUPPLIES	212.65

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ILLINOIS STANDARD PARTS INC	SHOP SUPPLIES	156.28
JACK GLASCOCK	TREE REIMBURSEMENT PROGRA	60.00
LEMAN'S CHEVY CITY	MIRROR REPLACEMENT RL32	133.58
MATHIS KELLY CONSTRUCTION	MARKING PAINT	102.31
MCLEAN COUNTY ASPHALT	SOIL/RECYCLED CONCRETE	117.18
MIDWEST CONSTRUCTION RENTALS	EXPANSION JOINT-TRAILER	51.75
MIDWEST CONSTRUCTION RENTALS	TRENCHER-IRRIG.MAXWELL	120.00
MILLER JANITOR SUPPLY	CLEANING SUPPLIES	17.96
MILLER JANITOR SUPPLY	GARBAGE/CLEANING SUPPLIES	513.40
MILLER JANITOR SUPPLY	GARBO SUPPLIES	420.58
MILLER JANITOR SUPPLY	ICE MELT	2,145.00
MORRIS AVENUE GARAGE	TRUCK INSPECTION	35.00
MOST DEPENDABLE FOUNTAINS INC	DRINKING FTN-DOG PK MAXWL	4,365.00
MTI DISTRIBUTING INC	MOWER BLADES	323.74
MTI DISTRIBUTING INC	MOWER REPAIR PARTS	1,604.46
NICOR GAS	ENERGY USAGE	134.00
R.P. LUMBER CO INC	REPLACEMENT HAMMER DRILL	329.00
SPRINGFIELD ELECTRIC CO	IRNWD PICKLE BALL LIGHTS	139.56
TWIXWOOD NURSERY LLC	PERENNIAL PLANTS	1,082.49
US BANK/P-CARD	Baby changing table for p	263.57
US BANK/P-CARD	Mower repair parts	189.95
US BANK/P-CARD	Rubber ties	42.98
US BANK/P-CARD	Trash grabbers	99.50
US BANK/P-CARD	Uptown lights	183.50
General Fund	Parks & Recreation	Parks Maintenance - Total
		19,136.89

### General Fund      Parks & Recreation      Rec.- Before/After School

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
S & S WORLDWIDE INC	SUPPLIES FOR PROGRAM	156.58
US BANK/P-CARD	ASRP snacks	870.36
US BANK/P-CARD	ASRP supplies	139.67
US BANK/P-CARD	BSRP-ASRP snacks	658.75
US BANK/P-CARD	BSRP-ASRP supplies	93.92
US BANK/P-CARD	Subscription renewal char	26.00
General Fund	Parks & Recreation	Rec.- Before/After School - Total
		1,945.28

### General Fund      Parks & Recreation      Tournament

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
JASON'S DELI	IESA STAFF MEAL	382.50

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
STARNET DIGITAL PUBLISHING	DISC GOLF SIGNS	26.00
STARNET DIGITAL PUBLISHING	IESA SIGNS	11.60
STARNET DIGITAL PUBLISHING	SIGNS	507.00
US BANK/P-CARD	3 volunteer gift cards	150.00
WALMART COMMUNITY BRC	SUPPLIES	26.28
General Fund	Parks & Recreation	Tournament
- Total		1,103.38

### General Fund      Parks & Recreation      Aquatics

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ABIGAIL SANDERS	LIFEGUARD REIMBURSEMENT-F	90.00
ADAM SCHOFIELD	LIFEGUARD REIMBURSEMENT-P	45.00
AIDAN GREIL	LIFEGUARD REIMBURSEMENT-P	75.00
ALEXANDRA EISENREICH	LIFEGUARD REIMBURSEMENT-F	90.00
ANDRES ALMANZA	LIFEGUARD REIMBURSEMENT-F	90.00
AUDREY STEGEMANN	LIFEGUARD REIMBURSEMENT-P	75.00
BAILEY RUDGE	LIFEGUARD REIMBURSEMENT-P	75.00
CARLA MARTINEZ-RAMOS	LIFEGUARD REIMBURSEMENT-P	45.00
CASSANDRA SPROUT	LIFEGUARD RECRUITMENT BON	50.00
CASSANDRA SPROUT	LIFEGUARD REIMBURSEMENT-F	90.00
CLAIRE MALINSOWSKI	LIFEGUARD REIMBURSEMENT-F	145.00
CLAYTON SMITH	LIFEGUARD REIMBURSEMENT-P	75.00
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	172.58
CORRIN BOTTOM	LIFEGUARD REIMBURSEMENT-F	145.00
DAVID KIM	LIFEGUARD REIMBURSEMENT-P	45.00
DYLAN EBLE	LIFEGUARD REIMBURSEMENT-P	75.00
EDDIE ABRAHAM	LIFEGUARD REIMBURSEMENT-F	90.00
ELENA ROLLEY	LIFEGUARD REIMBURSEMENT-P	45.00
ELIJAH LEWIS	LIFEGUARD REIMBURSEMENT-P	75.00
ELIZABETH TURNER	LIFEGUARD REIMBURSEMENT-P	75.00
EMMA EDMIASTON	LIFEGUARD REIMBURSEMENT-P	45.00
ERIN JENKINS	LIFEGUARD REIMBURSEMENT-P	75.00
HAILEY CRACKEL	LIFEGUARD REIMBURSEMENT-P	45.00
HALOGEN SUPPLY CO INC	THERMOMETER-FFAC HEATER	310.33
IAN SEGER-HELD	LIFEGUARD REIMBURSEMENT-P	45.00
IZABELLE HASSELBRING	LIFEGUARD REIMBURSEMENT-P	75.00
JAKE HARRISON	LIFEGUARD REIMBURSEMENT-P	45.00
JORDAN SELLMYER	LIFEGUARD REIMBURSEMENT-F	90.00
JULIA ROLLEY	LIFEGUARD REIMBURSEMENT-P	75.00

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
JULIE KOLAR	LIFEGUARD REIMBURSEMENT-P	75.00
KAILEY HIGGINBOTHAM	LIFEGUARD REIMBURSEMENT-P	75.00
KIRSTEN FREIMANN	LIFEGUARD REIMBURSEMENT-P	45.00
KYLIE SIMONSON	LIFEGUARD REIMBURSEMENT-P	75.00
LAURA PULLEY	LIFEGUARD REIMBURSEMENT-F	145.00
MADISON LEYSAHT	LIFEGUARD REIMBURSEMENT-P	75.00
MATT BUSHUE	LIFEGUARD REIMBURSEMENT-P	75.00
MIA HEFNER	LIFEGUARD REIMBURSEMENT-P	75.00
NATHAN CHRISTIANSEN	LIFEGUARD REIMBURSEMENT-F	90.00
NICHOLAS ROLLEY	LIFEGUARD REIMBURSEMENT-P	45.00
NOAH KOTLINSKI	LIFEGUARD REIMBURSEMENT-P	45.00
NOAH SCHOFIELD	LIFEGUARD REIMBURSEMENT-F	90.00
NORDINES HEATING & COOLING	FFAC-FILTERS-AIR HANDLERS	305.16
OLIVIA FRANK	LIFEGUARD REIMBURSEMENT-P	45.00
PAIGE SPROUT	LIFEGUARD RECRUITMENT BON	50.00
PAIGE SPROUT	LIFEGUARD REIMBURSEMENT-F	145.00
SAMANTHA GODLEWSKI	LIFEGUARD REIMBURSEMENT-P	75.00
SOPHIE PARSON	LIFEGUARD REIMBURSEMENT-P	45.00
SPEAR CORPORATION	FFAC-ORINGS-STRAINER BSKT	201.00
TALISA BOWMAN-LYNCH	LIFEGUARD REIMBURSEMENT-P	45.00
US BANK/P-CARD	Face shields for swim les	59.52
US BANK/P-CARD	Staff pizzas	66.60
General Fund	Parks & Recreation	Aquatics
		- Total
		4,420.19

## General Fund      Parks & Recreation      Golf Course

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
COMCAST CORPORATION	OCT.INTERNET-IRNWD	107.45
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	70.50
General Fund	Parks & Recreation	Golf Course
		- Total
		177.95

## General Fund      Parks & Recreation      Golf Course Maintenance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
A.M. LEONARD INC	PRUNERS	78.33
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	71.48
D & K PRODUCTS	FERTILIZER & HERBICIDE	1,375.30
ERB TURF EQUIPMENT INC	FUEL PUMP-GREENS MOWER	156.63
FAULKES BROS CONSTRUCTION, INC	TOP DRESSING SAND	858.20
ILLINOIS OIL MARKETING EQUIP INC	TESTING UST ALARMS	945.00
MCLEAN COUNTY ASPHALT	SOIL/RECYCLED CONCRETE	287.28

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
MTI DISTRIBUTING INC	TIRES FOR MOWERS	183.39
S & S INDUSTRIAL	SOAP FOR EQUIPMENT	131.13
SAFETY-KLEEN CORPORATION	PARTS WASHER SERVICE	196.27
ULINE INC	DRY ERASE BOARD/CALENDARS	717.35
ULINE INC	MAGNETS-DRY ERASE BOARD	32.23
General Fund	Parks & Recreation	Golf Course Maintenance - Total
		5,032.59

## General Fund      Parks & Recreation      Recreation/Adult Sports

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
A.D. STARR	SOFTBALLS	1,365.00
General Fund	Parks & Recreation	Recreation/Adult Sports - Total
		1,365.00

## General Fund      Parks & Recreation      Recreation/Performing Art

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
REBECCA GRIFFIN	POPCORN FOR CONCESSION ST	89.20
US BANK/P-CARD	Program supplies	115.48
WALMART COMMUNITY BRC	SUPPLIES	4.38
General Fund	Parks & Recreation	Recreation/Performing Art - Total
		209.06

## General Fund      Parks & Recreation      Recreation/Youth Sports

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
MARTIN ONE SOURCE	PARTICIPANT SHIRTS	1,702.40
US BANK/P-CARD	Safe Sitter course handbo	238.00
General Fund	Parks & Recreation	Recreation/Youth Sports - Total
		1,940.40

## General Fund      Parks & Recreation      Recreation/Special Events

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	Food for OCR staff and vo	143.94
US BANK/P-CARD	Foods for OCR staff and v	26.76
WALMART COMMUNITY BRC	SUPPLIES	195.30
General Fund	Parks & Recreation	Recreation/Special Events - Total
		366.00

## General Fund      Parks & Recreation      Community Activity Center

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	1,702.68
General Fund	Parks & Recreation	Community Activity Center - Total
		1,702.68

## General Fund      Concessions      Recreation

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ALPHA BAKING COMPANY INC	CONCESSIONS-FOOD	63.18

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
GOLD MEDAL- CHICAGO	CONCESS.SUPPLIES-CHAMPION	192.00
GOLD MEDAL- CHICAGO	CONCESSION SUPP-CHAMPION	1,012.78
GOLD MEDAL- CHICAGO	CONCESSIONS	397.58
WALMART COMMUNITY BRC	SUPPLIES	40.46
General Fund	Concessions Recreation	- Total 1,706.00

### General Fund      Concessions      Aquatics

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
GOLD MEDAL- CHICAGO	FFAC-2 NEW HEAT LAMPS	467.91
US BANK/P-CARD	FFAC concession supplies	11.90
General Fund	Concessions Aquatics	- Total 479.81

### General Fund      Concessions      Golf Course

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
DENNY'S DOUGHNUTS & BAKERY	DOUGHNUTS & ROLLS-IRNWD	106.20
KOZOL BROS-SOUTH	ALCOHOLIC BEVERAGES-IRNWD	196.00
WALMART COMMUNITY BRC	SUPPLIES	1,094.34
General Fund	Concessions Golf Course	- Total 1,396.54

### Library Fund

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	Food for Foundation Meeti	37.85
US BANK/P-CARD	Library of Things - Case-	157.84
US BANK/P-CARD	Library of Things - Games	968.63
US BANK/P-CARD	Library of Things - GoCub	195.86
US BANK/P-CARD	Library of Things - Kids	770.58
US BANK/P-CARD	Library of Things - Paper	93.49
US BANK/P-CARD	Library of Things - Steri	28.70
US BANK/P-CARD	Library of Things - Ukele	110.00
Library Fund	- Total	2,362.95

### Library Fund      Library      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
AMERICAN LIBRARY ASSOCIATION	MEMBERRSHIP DUES PLA/REBE	78.00
AMERICAN LIBRARY ASSOCIATION	REG. MEMBERSHIP DUES ALA/	150.00
BAKER & TAYLOR COMPANIES	ADULT BOOKS	1,699.00
BAKER & TAYLOR COMPANIES	CHILDREN'S BOOKS	202.35
BAKER & TAYLOR COMPANIES	YOUNG ADULT BOOKS	373.50
BAKER & TAYLOR CONTINUATION	TRAVEL BOOKS	190.51
BLACKSTONE PUBLISHING	AUDIO BOOKS ON CD'S	275.55



## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BLACKSTONE PUBLISHING	AUDIO BOOKS-2	69.90
BLACKSTONE PUBLISHING	AUDIO BOOKS-4	140.29
BLANDINSVILLE-HIRE LIBRARY	A368004287987 -KRISTEN MC	8.99
CENGAGE LEARNING INC	ADULT LARGE PRINT BOOKS	313.40
CENGAGE LEARNING INC	ADULT LP BOOKS	72.82
CENTER POINT LARGE PRINT	ADULT LARGE PRINT BOOKS	69.73
CIRBN, LLC	INTERNET SERVICE MONTHLY	76.08
DELL MARKETING LP	OFFICE 365 RENEW-LIBRARY	1,601.24
DIVERSIFIED MECHANICAL INC	QTRLY PAYMENT-MAINTENANCE	712.10
EDUCATIONAL DEVELOPMENT CORPORATION	CHILDREN'S BOOKS	1,435.69
ELM USA INC	CD/DVD DISCCLEANER REPAIR	928.99
FRONTIER	PHONE SERVICE MONTHLY - L	127.92
ILLINOIS LIBRARY ASSOCIATION	2021-22 ILA TRUSTEE MEMBE	75.00
INGRAM LIBRARY SERVICES	ADULT BOOK	79.92
INGRAM LIBRARY SERVICES	ADULT BOOKS	112.62
JUNIOR LIBRARY GUILD	CHILDRENS BOOKS-2YR SUBSC	16,840.70
KANOPI INC	DIGITAL CONTENT	270.00
KROGER-INDY CUSTOMER CHARGES	WATER-DISC CLEANER/SUPPLS	72.24
LAUTERBACH & AMEN LLP	AUDIT SERVICES	200.00
MENARDS	COVID-19 SUPPLIES	22.43
MENARDS	SUPPLIES FOR VAN	10.08
MIDWEST TAPE	DIGITAL CONTENT	2,642.21
NICOR GAS	ENERGY USAGE	77.48
Northbrook Public Library	COLOR OF LAW & REVERSING	71.42
OVERDRIVE, INC	DIGITAL CONTENT	67.76
PROQUEST INFORMATION & LEARNING	HERITAGE QUESTOCT21-SEP22	1,015.62
QUILL CORPORATION	LIBRARY SUPPLIES	222.55
SAMS CLUB	MISC.LIBRARY SUPPLIES	99.78
SWAN Library Services	ITEM BARCODE #: 313110054	15.00
TWIN CITY AWARDS	NAMEPLATE FOR NEW BOARD M	20.00
UNIQUE MANAGEMENT SERVICES INC	SEPTEMBER PLACEMENTS-7	62.65
US BANK/P-CARD	10-pack of U-bulbs	113.01
US BANK/P-CARD	3 Fatigue Mat for Kari-S	417.45
US BANK/P-CARD	Car Wash - Library Van	10.00
US BANK/P-CARD	Carft Supplies - Take and	41.57
US BANK/P-CARD	Chat Service Monthly Fee	10.00
US BANK/P-CARD	Children's Book Request -	13.20

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	Craft Supplies - Take and	24.24
US BANK/P-CARD	Credit for - Online Sched	-342.11
US BANK/P-CARD	Credit for Ret. Office Su	-5.19
US BANK/P-CARD	Disinfecting Wipes - Refi	203.88
US BANK/P-CARD	Disposable Masks Pack of	5.97
US BANK/P-CARD	For Public PC - Zoom Text	1,993.90
US BANK/P-CARD	Illinois School Library A	20.00
US BANK/P-CARD	Key Box with Lock (1)	66.99
US BANK/P-CARD	Keyboard-Mouse Combo (2)	118.78
US BANK/P-CARD	Kitchen Supplies for Staf	9.00
US BANK/P-CARD	Monthly Pro Unlimited Pla	11.20
US BANK/P-CARD	New DVD Rel. - 12 MIGHTY	29.92
US BANK/P-CARD	New DVD Rel. - BLACK WIDO	203.88
US BANK/P-CARD	New DVD Rel. - CONJURING:	68.97
US BANK/P-CARD	New DVD Rel. - DREAMBUILD	27.98
US BANK/P-CARD	New DVD Rel. - GATEWAY (	25.92
US BANK/P-CARD	New DVD Rel. - Here Today	222.91
US BANK/P-CARD	New DVD Rel. - HITMAN'S W	17.96
US BANK/P-CARD	New DVD Rel. - IN THE HEI	53.88
US BANK/P-CARD	New DVD Rel. - LANSKY (2	25.92
US BANK/P-CARD	New DVD Rel. - QUEEN BEES	44.88
US BANK/P-CARD	New DVD Rel. - RIDERS OF	34.58
US BANK/P-CARD	New DVD Rel. - ROGUE HOST	13.99
US BANK/P-CARD	New DVD Rel. - SPIRIT UNT	53.88
US BANK/P-CARD	New DVD Rel. - THE GREAT	12.96
US BANK/P-CARD	New DVD Rel. - TOGETHER T	19.98
US BANK/P-CARD	New DVD Rel. - TRUFFLE HU	21.99
US BANK/P-CARD	New DVD Rel. - UNDER THE	12.96
US BANK/P-CARD	New DVD Rel. - WATER MAN	27.98
US BANK/P-CARD	New TV Rel. - BLUE BLOODS	33.45
US BANK/P-CARD	New TV Rel. - CHICAGO FIR	29.99
US BANK/P-CARD	New TV Rel. - CHICAGO P.D	27.99
US BANK/P-CARD	New TV Rel. - DISCOVERY O	19.96
US BANK/P-CARD	New TV Rel. - FEAR THE WA	19.96
US BANK/P-CARD	New TV Rel. - NCIS: NEW O	29.96
US BANK/P-CARD	New TV Rel. - SUITABLE BO	27.99
US BANK/P-CARD	New TV Rels. - GOOD DOCTO	33.21
US BANK/P-CARD	Nintendo Switch - DC Supe	56.51

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
US BANK/P-CARD	Nintendo Switch Game - CR	33.88
US BANK/P-CARD	Nintendo Switch Game - PA	39.99
US BANK/P-CARD	Nintendo Switch Game - SP	29.88
US BANK/P-CARD	NYT Renewal for 1yr. (7	1,019.98
US BANK/P-CARD	Office Supplies - Paper C	3.97
US BANK/P-CARD	Office Supplies - Paper F	5.19
US BANK/P-CARD	Online Software Storage S	9.99
US BANK/P-CARD	Patron Req. - AudioBk /	24.00
US BANK/P-CARD	Patron Req. - DOUBLE VISI	21.03
US BANK/P-CARD	Patron Req. - GHOST BIRD	29.68
US BANK/P-CARD	Patron Requests - Books (	118.86
US BANK/P-CARD	Playstation 4 - MADDEN NF	59.88
US BANK/P-CARD	Podcast Hosting Service	15.00
US BANK/P-CARD	Popsicles for Sweet Corn	27.86
US BANK/P-CARD	Postage for Mailing Board	7.80
US BANK/P-CARD	Rebecca Caudill Young Rea	11.00
US BANK/P-CARD	Repl. Game - Nintendo 3DS	28.90
US BANK/P-CARD	Repl. TV Series - WEEDS S	9.99
US BANK/P-CARD	Standing Desk Converter f	319.98
US BANK/P-CARD	Website Hosting Service	353.37
VERIZON WIRELESS	ACCT# 880398978-00001/REG	331.71
VERIZON WIRELESS	LINE FOR CURB-IT CALLS DU	49.53
WILCOX ELECTRIC & SERVICE INC	REWIRE SIGN/PHOTO EYE	633.68
Library Fund      Library      Administration      - Total		37,600.12

### Community Development Fd   Community Development   Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
MID CENTRAL COMMUNITY ACTION	CASE MANAGE - 17 CASES	2,380.00
MID CENTRAL COMMUNITY ACTION	TOWN OF NORMAL COVID19 HO	20,000.00
Community Development Fd   Community Development   Administration      - Total		22,380.00

### Debt Service & Proj. Res. Finance      Financial Services

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
DIGITAL ASSURANCE CERTIFICATION LLC	ANNUAL FILING FEE	2,500.00
DIGITAL ASSURANCE CERTIFICATION LLC	REQUIRED BOND MONITORING	5,000.00
Debt Service & Proj. Res. Finance      Financial Services      - Total		7,500.00

### Park Land Dedication Fund Parks & Recreation      Park Land Dedication

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
EVERGREEN FS INC.	MAXWELL S SEEDING	1,390.50
HITCHCOCK DESIGN GROUP	DESIGN SRVS/PROJECT MGMNT	2,897.45
HOHULIN BROTHERS FENCE CO	FENCE SUPP-MAXWLL DOGPARK	550.00
M&M AG INC	MAXWELL SOUTH SOD	1,751.00
MATHIS KELLY CONSTRUCTION	CONCRETE MATERIALS	126.28
MATHIS KELLY CONSTRUCTION	MAXWELL S CONCRETE	80.06
MCLEAN COUNTY ASPHALT	MAXWELL SOUTH -ROCK	115.00
MCLEAN COUNTY ASPHALT	MXWLL S RECYCLED CONCRETE	39.88
MCLEAN COUNTY ASPHALT	ROCK/DIRT FOR MAXWELL	416.60
MCLEAN COUNTY ASPHALT	SOIL/RECYCLED CONCRETE	1,078.14
Park Land Dedication Fund Parks & Recreation      Park Land Dedication      - Total		8,444.91

### Roadway Fund      Engineering      Road & Bridge

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
FARNSWORTH GROUP	CAMELBACK BRIDGE DECK	6,129.75
FARNSWORTH GROUP	GREGORYST-ROAD/BRIDGE	6,406.25
Roadway Fund      Engineering      Road & Bridge      - Total		12,536.00

### Water Fund

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
APARTMENT MART	REFUND/1819 PARKWAY CT 8	84.94
CLASS ACT REALTY	REFUND/706 OSAGE ST	81.35
CLASS ACT REALTY	REFUND/710 DALE ST	81.35
COLTON CLESSON	REFUND/218 CROSSING DR	31.15
CREEK SIDE CHASE, LLC	REFUND/422 BROOK DR	42.54
FEAUTIFUL LLC	REFUND/215 GREENBRIAR DR	15.18
J&M PROPERTIES LLC	REFUND/38 CONERY CIR	42.54
JASON POLIN	REFUND/1805 SETTER ST	131.36
KARYL CARLSON	REFUND/1003 S FELL AVE	55.69
LANA KUHLE	REFUND/1303 KINGSRIDGE D	745.36
MARISA LARKIN	REFUND/714 OSAGE ST	69.73
MIKHAYLA PRICE-HUTCHERSON	REFUND/103 E IRVING ST A	17.54
ORIC PERRY	REFUND/25 ROBINWOOD DR	85.16
RAY JURINJAK	REFUND/814 S FELL AVE	9.20
RONALD MOREHEAD	REFUND/401 E SYCAMORE ST	132.78
WATER PRODUCTS CO OF ILLINOIS	CURB/CORP STOPS,COUPLINGS	3,100.00
WATER PRODUCTS CO OF ILLINOIS	FIRE HYDRANT 4565 REPLACE	2,630.00
WATER PRODUCTS CO OF ILLINOIS	REPAIR CLAMPS,VALVE BOXES	5,016.00
WILLIAM JOCHUM	REFUND/1715 FAIRFIELD CT	44.62

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
Water Fund	- Total	12,416.49

## Water Fund                      Water                      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BLOOMINGTON OFFSET PROCESS	UTILITY BILLING STMENTS	2,295.00
CIRBN, LLC	SUBSCRIBER-INTRANET	245.49
LAUTERBACH & AMEN LLP	AUDIT SERVICES	200.00
NETWORK FLEET INC.	AVL SERVICE - WATER ADMIN	97.14
OFFICE DEPOT INC	2 DRAWER FILE CABINET	77.61
PRAIRIE SIGNS INC	VEHICLE MAGNET	390.00
Water Fund	Water                      Administration                      - Total	3,305.24

## Water Fund                      Water                      Treatment

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ADVANCE AUTO PARTS	ABSORBENT MAT ROLL	23.24
CARUS CORPORATION	LPC-31 WATER TREATMENT	1,103.52
CARUS CORPORATION	LPC-5 FOR WATER TREATMENT	312.87
CASEY'S GARDEN SHOP INC	FLOWERS FOR SCHEIRER FAM	75.00
CINTAS CORPORATION #396	TOWEL & RUG SERVICE	25.00
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	271.95
FISHER SCIENTIFIC	LAVENDER NITRILE GLOVES	451.40
FISHER SCIENTIFIC	NESSLER REAGENT	349.68
FISHER SCIENTIFIC	PIPET 25ML STR IND PAPER	167.68
HAWKINS INC	SODIUM HYPOCHLORITE	122.09
INTERSTATE ALL BATTERY CENTER	12V BATTERIES	51.00
MCMaster-CARR SUPPLY CO	STEEL STUD ANCHORS/WASHRS	110.97
MENARDS	2-GANG BOX,LIGHT CONTROL	24.95
MENARDS	BRUSHES & RUBBER Mallet	12.36
MENARDS	CARPET TILES	2.99
MENARDS	EXT. LADDER	97.44
MENARDS	HOLE SAW & PVC CEMENT	13.68
MENARDS	LOG CHAIN	39.99
MENARDS	MISC.BRASS NIPPLES,TUBE	41.95
MENARDS	MISC.HARDWARE,PVC,BLEACH	19.66
MENARDS	PVC CONDUIT BODY,SOCKET	8.86
MISSISSIPPI LIME COMPANY	QUICKLIME	20,141.55
MOTION INDUSTRIES INC	FAST CURE/EPOXY	43.28
NETWORK FLEET INC.	AVL SERVICE - WATER TREAT	145.71
NICOR GAS	ENERGY USAGE	46.09

# Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
PDC LABORATORIES INC	LAB-FLUORIDE BY PROBE	18.00
SIDENER ENVIRONMENTAL SERVICES INC	LAB EQUIPMENT/SHIPPING	2,282.24
USA BLUEBOOK	D-CHLOR TABLETS 2-5/8"	410.54
USA BLUEBOOK	D-CHLOR TABLETS/CAPTOR	333.82
USA BLUEBOOK	HACH DPD/CHLORINE REAGENT	575.55
USA BLUEBOOK	PHENYLARSINE OXIDE	330.52
VIKING CHEMICAL COMPANY	CHLORINE	1,780.00
VIKING CHEMICAL COMPANY	PHI-3125-WATER TREATMENT	1,909.20
Water Fund	Water Treatment - Total	31,342.78

## Water Fund      Water      Distribution

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CONSTELLATION NEW ENERGY-GAS	ENERGY USAGE	72.92
MARTIN EQUIPMENT OF IL INC	2017 JD BACKHOE SERVICE	1,323.76
MENARDS	GORILLA TAPE	19.88
MENARDS	LIGHTS-FLAT BED TRAILER	33.98
MENARDS	MISC.SANDING SHEETS	14.97
MIDWEST CONSTRUCTION RENTALS	HUSQVARNA 16"VARICUT PLUS	509.25
MOTION INDUSTRIES INC	REPLACE FRAYED CABLE	283.37
NETWORK FLEET INC.	AVL SERVICE - WATER DISTR	485.70
PRAIRIE MATERIAL SALES INC	CONCRETE-1205 CRESCENT LN	562.50
Ryan Clark	R. CLARK FOR WORK BOOTS	150.00
Ryan Clark	REIMBURSE R. CLARK FOR CD	30.00
WATER PRODUCTS CO OF ILLINOIS	CURB/CORP STOPS-STOCK	1,770.00
Water Fund	Water Distribution - Total	5,256.33

## Water Capital Investment      Water      Capital Investment

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
DIXON ENGINEERING INC	TANK MAINT./CLEANING	4,700.00
PDC LABORATORIES INC	LAB:FIELD TEST SERVICE	3,095.00
RAMSEY GEOTECHNICAL ENGINEERING LLC	ANDERSON PARK WELL #21	225.00
STARK EXCAVATING	TON WELL 21 (DIVISION B)	22,500.00
WATER PRODUCTS CO OF ILLINOIS	FIRE HYDRANT 4565 REPLACE	145.00
Water Capital Investment	Water Capital Investment - Total	30,665.00

## Sewer Fund      Sewer      Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BLACKBURN MFG CO	LOCATE FLAGS	894.69
COE EQUIPMENT INC	AIR FITTING	14.66

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
COE EQUIPMENT INC	VACTOR DEBRIS HOSE	2,998.09
DARNALL CONCRETE	2 INLETS N OF TEEGAN	1,048.00
DARNALL CONCRETE	INLET CURB CASTING	524.00
DARNALL CONCRETE	TAR ROPE	88.00
LAUTERBACH & AMEN LLP	AUDIT SERVICES	200.00
LAUTERBACH & AMEN LLP	SPECIAL AUDIT	1,400.00
MENARDS	12K TTW AC W/HEAT	412.23
MENARDS	ROLLERS,HINGE	41.94
MENARDS	U-POST,PVC PIPE	250.18
NETWORK FLEET INC.	AVL SERVICE - SEWER	437.13
SCADAWARE INC	PROF SRVS-NORTHBRIDGE	165.00
US BANK/P-CARD	PW- Folders- Sharpies- Ma	43.46
US BANK/P-CARD	PW-Card used in error- C.	370.48
US BANK/P-CARD	PW-Digital Light Tester w	23.99
US BANK/P-CARD	PW-HDMI Converter-Adapter	25.98
US BANK/P-CARD	PW-shipping via UPS	23.71
US BANK/P-CARD	PW-TV for tv truck	180.16
VERIZON WIRELESS	SEWER MESSAGE BOARDS SERV	30.03
Sewer Fund      Sewer      Administration      - Total		9,171.73

### Storm Water Mgmt Fund    Stormwater Management    Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
DARNALL CONCRETE	CASTING/PRO RING ADHESIVE	790.28
DARNALL CONCRETE	H1 RISER 2",4"	429.00
DARNALL CONCRETE	RING RISERS	308.08
PRAIRIE MATERIAL SALES INC	CONCRETE-WHITE CHAPEL/RAA	236.50
Storm Water Mgmt Fund    Stormwater Management    Administration      - Total		1,763.86

### Storm Water Mgmt Fund    Stormwater Management    Capital

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BAXTER & WOODMAN, INC.	UPTOWN DRAINAGE STUDY	4,410.00
FARNSWORTH GROUP	GREGORY ST-STORM WATER	24,228.50
FARNSWORTH GROUP	TOWANDA AVE CONST.SERVICE	39,087.00
Storm Water Mgmt Fund    Stormwater Management    Capital      - Total		67,725.50

### Health & Dental Ins Fund    Administration - City Mgr Health Insurance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BLUE CROSS BLUE SHIELD OF ILL	ACCESS FEE - SEP	1,840.28
BLUE CROSS BLUE SHIELD OF ILL	ADJUSTMENTS -SEP	52.97

## Report to Receive and File Town of Normal Expenditures for Payment as of 09/30/2021-10/13/2021

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BLUE CROSS BLUE SHIELD OF ILL	BLUE CROSS CLAIMS - SEP	32,506.84
BLUE CROSS BLUE SHIELD OF ILL	BLUE SHIELD CLAIMS - SEP	43,287.35
BLUE CROSS BLUE SHIELD OF ILL	DRUG CLAIMS - SEP	78,750.71
BLUE CROSS BLUE SHIELD OF ILL	VALUE B CARE CLAIMS - SEP	-260.76
HEALTHCARE INTERACTIVE, INC.	WELLNESS PROGRAM	2,663.25
HORTON GROUP INC	INS.MONTHLY CONSULT FEE	3,300.00
Health & Dental Ins Fund Administration - City Mgr Health Insurance - Total		162,140.64

### Health & Dental Ins Fund Administration - City Mgr Dental Insurance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
DELTA DENTAL OF ILLINOIS	09/02/21-09/08/21DENTALCL	4,911.71
DELTA DENTAL OF ILLINOIS	09/09/21-09/15/21DENTAL	1,389.52
DELTA DENTAL OF ILLINOIS	09/16/21-09/22/21DENTAL	6,658.72
DELTA DENTAL OF ILLINOIS	09/23/21-09/29/21DENTALCL	4,361.07
Health & Dental Ins Fund Administration - City Mgr Dental Insurance - Total		17,321.02

### Gen Veh Replacement Fund Administration - City Mgr General Expense Dept.

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ENTERPRISE FM TRUST	ENTERPRISE FLEET-6MO VEH.	2,952.40
Gen Veh Replacement Fund Administration - City Mgr General Expense Dept. - Total		2,952.40

### Gen Veh Replacement Fund Facilities Management Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
OTTO BAUM COMPANY INC	PARAPET WALL REPAIR	3,698.80
OTTO BAUM COMPANY INC	TUCK POINTING	1,170.00
Gen Veh Replacement Fund Facilities Management Administration - Total		4,868.80

### Gen Veh Replacement Fund Fire Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
FOSTER COACH SALES INC.	PERFORMANCE BOND-NEW AMBU	696.00
Gen Veh Replacement Fund Fire Administration - Total		696.00
<b>Overall - Total</b>		<b>1,649,579.74</b>





## Town Council Action Report

October 18, 2021

Resolution Executing an Agreement with Scharnett Associates for Design and Construction Documents for the new Luckey Climber at the Children's Discovery Museum in an amount not to exceed \$77,400

**Prepared By:** Beth Whisman, Executive Director of Cultural Arts

**Reviewed By:** Pamela S. Reece, City Manager

Brian Day, Corporation Counsel

**Staff Recommendation:** Approval

**Attachments:** Proposed Resolution and Design Contract

### Community Impact

The Children's Discovery Museum serves as both a regional educational resource and a visitor attraction in the Town of Normal. Replacing the museum's iconic climbing structure will update the visitor/student experience, improve safety and sanitation with easier-to-clean materials, and add a new level of playful engagement for all abilities. Planned lighting enhancements will also add to the immediate Uptown environment.

### Budget Impact

This exhibit will be funded by an approved Illinois Department of Natural Resources Public Museums Capital Grant. As with past Children's Discovery Museum projects, the Town will contract with the vendor and be reimbursed by the Children's Discovery Museum Foundation. Expenses for design work will not exceed \$77,400. The General Fund will be reimbursed by the Foundation upon receipt of state grants dollars in support of the project.

### Strategic Alignment

Children's Discovery Museum Strategic Plan

2040 Town of Normal Comprehensive Plan



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**Background**

In November 2020, the Illinois Department of Natural Resources announced its first round of Public Museum Capital Grants since 2014. The Town of Normal Children's Discovery Museum was selected to be awarded \$568,700 to replace the existing Luckey Climber that has served more than 2 million visitors since it was installed in 2004. This contract will cover the expenses for design, engineering and construction documents for the approved Climber. This cost is fully covered by the grant and will be reimbursed as per usual from the state. Fabrication for the new Luckey Climber will follow as a separate contract, with a final installation anticipated by May 2023.

**Discussion**

Scharnett Associates LLC is an existing professional architectural service firm approved by the Town Council for a continued service agreement. Scharnett Associates has a successful history of completing projects on time and on budget across many departments. The CDM Foundation worked with the firm to establish a budget for the grant application which earned final approval from the State of Illinois on May 24, 2021. The design contract is within the estimated budget associated with the grant application and approved subcontract work is outlined with Luckey LLC and Mohr & Kerr Engineering, an Illinois professional corporation. Staff recommends approval of the bid. Work will begin as soon as possible with final construction documents presented by Dec 31, 2021.

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**Keywords:** Luckey Climber, Children's Discovery Museum, IDNR Public Museums Capital Grant

RESOLUTION NO. \_\_\_\_\_

RESOLUTION WAIVING THE FORMAL RFQ PROCESS AND AUTHORIZING AN AGREEMENT WITH SCHARNETT ASSOCIATES FOR DESIGN AND CONSTRUCTION DOCUMENTS FOR THE NEW LUCKEY CLIMBER AT THE CHILDREN'S DISCOVERY MUSEUM IN AN AMOUNT NOT TO EXCEED \$77,400

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.

WHEREAS, The climber structure located at the Children's Discovery Museum is scheduled to be replaced.

WHEREAS, Scharnett Associates Architects LLC, who is in contractual privity with the design firm Luckey LLC, has submitted a quote for the design services for the climbing structure.

WHEREAS, It is in the best interest of the health, safety and welfare of the citizens of Normal to execute a contract with Scharnett Associates for the design of the climbing structure.

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

SECTION 1. The President is hereby authorized to execute an agreement, on behalf of the Town of Normal, with Scharnett Associates for the design of the climbing structure at the Children's Discovery Museum. A copy of the agreement is attached as Exhibit 1 and incorporated into this resolution..

SECTION 2. That the Town Clerk is authorized and directed to retain fully executed originals of the executed documents in her office for public inspection.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Town Clerk  
(Seal)

# Contract for Design Services

This contract is dated 01 November 2021 and is between the Town of Normal, an Illinois municipal corporation ("**Town**") and Scharnett Associates Architects LLC, an Illinois limited liability company ("**Scharnett**").

The Town owns and operates the Children's Discovery Museum ("**Museum**"), located at 101 East Beaufort Street, Normal, Illinois.

The Museum building incorporates a multi-story climbing sculpture ("**Climber**"), which is nearing the end of its useful life and is in need of replacement. The Town desires to replace the Climber.

The Climber replacement project will take place in two phases: the **Design Phase**, which will include design development and the delivery of construction plans, and the **Construction Phase**, which will include the construction of the Climber.

The Town desires to hire Scharnett to perform design services for the Design Phase.

This contract is intended to cover only the Design Phase

The parties, therefore, agree as follows:

1. **Services.** Scharnett shall provide professional design and architecture services for the new Climber structure, surrounding platform upgrades, new railings, and walkways, including structural engineering for the suspended climbing structure and flooring with a complete set of construction documents for the fabrication of the Climber materials (collectively, the "**Services**").
2. **Standard of care.**
  - 2.1. Scharnett represents to the Town that it has the personnel and experience necessary to perform the Services in a professional and professional manner.
  - 2.2. Scharnett shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge, and resources under similar circumstances.
  - 2.3. Scharnett shall, at no additional cost to the Town, reperform services that fail to satisfy the standard of care set forth under section 2.12.1 or otherwise fail to meet the requirements of this contract.
  - 2.4. Scharnett represents that all services will be performed by skilled and competent personnel to the professional standards in the field.

### 3. Subcontracting.

- 3.1. The parties acknowledge that this is a professional-services contract and that Scharnett was selected based upon its qualifications. Scharnett may not subcontract any Services issued under this contract without the prior consent of the Town.
- 3.2. The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.
- 3.3. Notwithstanding section 3.1 or 3.2, Scharnett may subcontract with any or all of the following without the Town's prior approval
  - 3.3.1. :Luckey LLC, a Connecticut limited liability company.
  - 3.3.2. Mohr & Kerr Engineering & Land Surveying, PC, an Illinois professional corporation.
- 3.4. If a subcontractor fails to perform or make progress as required by this contract, and it is necessary to replace the subcontractor to complete the Services in a timely fashion, Scharnett shall promptly do so, subject to acceptance of the new subcontractor by the Town. Failure of a subcontractor to timely or properly perform its obligations will not relieve Scharnett of its obligations under this contract.

**4. Authority to practice.** Scharnett represents that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner.

**5. Limitation of Authority.** Scharnett has no authority to bind the Town for the payment of any costs or expenses without the Town's express written approval. Scharnett will have authority to act on behalf of the Town only to the extent provided in this contract

**6. Compliance with laws.** In the performance of the Services, Scharnett shall comply with applicable regulatory requirements, including federal, State, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

**7. Confidentiality.** Scharnett shall hold confidential the business and technical information obtained or generated in performance of the services under this contract and all information identified in writing by the Town as confidential.

### 8. Documents.

- 8.1. All documents generated by Scharnett as the result of this contract, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, will become the property of the Town upon completion or termination of the Services and upon final payment to Scharnett. Scharnett will be liable to the Town for the cost of replacement for loss or damage of any documents belonging to the Town while in Scharnett's possession or control.

- 8.2. Scharnett will not be liable for any damages, injury, or other costs associated with the Town's use or distribution of these documents for any purpose other than the purpose anticipated under this contract.

## **9. Copyright.**

- 9.1. Scharnett represents that it owns or has sufficient license or other legal rights in all intellectual property used by Scharnett to provide the Services, and Scharnett's use of that intellectual property does not infringe or otherwise violate the intellectual-property rights of any other party.
- 9.2. Scharnett hereby grants to the Town a nonexclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free license to reproduce, modify, distribute, publicly perform, publicly display, and use the work prepared by Scharnett, its employees, subcontractors, or agents in connection with this contract.
- 9.3. Scharnett hereby waives any moral rights under the Visual Artists Rights Act that it may have the work prepared in connection with this contract. Scharnett shall obtain such a waiver from each subcontractor that prepares work under this contract.

## **10. Payment.**

- 10.1. As compensation for the Services, the Town shall pay Scharnett the amount of \$77,400 as follows:
  - 10.1.1. The Town shall pay Scharnett \$38,700 upon the execution of this contract.
  - 10.1.2. The Town shall pay Scharnett \$38,700 within 30 days after the Town's acceptance of the Construction Plans.
- 10.2. Scharnett shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three years after the completion of the Services. All invoices submitted are subject to audit and demand for refund of over payment up to three years following completion of all services related to this contract. The Town will have access to the books, record, and documents for the purpose of inspection or audit during normal business hours at Scharnett's place of business.

## **11. Time of performance.** Scharnett shall devote such time, personnel, and resources to the completion of the Services so as to complete the work on or before 31 December 2021. Time is of the essence of this contract.

## **12. Insurance.**

- 12.1. During the term of this contract, at its own cost and expense, Scharnett agrees to maintain, for all periods under this contract, insurance in the type and minimum amounts as follows:

- 12.1.1. General liability: Combined single limits of at least \$1,000,000 per occurrence. General liability insurance must include:
  - 12.1.1.1. Products and completed operations coverage
  - 12.1.1.2. Contractor's Protective coverage; and
  - 12.1.1.3. Personal Injury Liability coverage.
- 12.1.2. Professional liability: A professional liability errors and omissions policy with limits of at least \$1,000,000 per claim. If the policy is written on a claims-made basis, then the retroactive date of the policy must predate the date of this contract and the policy term must extend at least one year beyond the completion date of this contract.
- 12.1.3. If Scharnett provides services to the Town that are of a nature that professional liability insurance is not commercially available, then Scharnett must provide evidence of errors and omissions insurance with limits of at least \$1,000,000.
- 12.1.4. Workers' compensation: Workers' compensation insurance as required by the laws and regulations of the State of Illinois.
- 12.1.5. Automotive insurance. Combined single limits of at least \$1,000,000 per occurrence. Auto liability must include hired and non-owned autos.
- 12.1.6. Umbrella policies: Umbrella liability policies may be used to satisfy the limits required under this section 12.1.
- 12.2. All policies, except policies for professional liability, must be written on an occurrence basis. All policies must be written with insurance carriers who are qualified to do business in the State of Illinois and who are rated A-VII or better in the latest Best's Key Rating Guide. All policies must be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
- 12.3. The Town of Normal and its officers and employees must be named as an additional insured party on the general liability policy, automobile liability policy, and umbrella policy. The Town's interest as an additional insured party must be on a primary and non-contributory basis on all policies and be noted as such on the insurance certificates.
- 12.4. Prior to the performing any Services, Scharnett shall provide the Town with certificates of insurance showing evidence that the insurance policies required under section 12.1 are in full force and effect and giving the Town at least 30 days' notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-

payment of premium, in which case the notice must be made 10 days before the cancellation. Any renewal certificate of insurance must be automatically provided to the Town at least 30 days prior to the policy expiration. If a self-insured retention or a deductible is maintained on any of the policies, then the amount of the retention or deductible is subject to approval by the Town.

12.5. Scharnett represents, through the term of this contract, that there is no conflict in coverage as disclosed between any certificate of insurance submitted to the Town and the insurance policy.

12.6. Nothing in this section 12 will be construed as a limitation of liability for Scharnett.

### **13. Indemnification.**

13.1. Scharnett shall indemnify each Town Indemnatee against all Losses arising out of a Nonparty Claim brought against the Town Indemnatee. This indemnification requirement applies only to Losses resulting from Scharnett's negligent acts, errors, or omissions or from Scharnett's breach of any obligation or representation under this contract.

13.2. Scharnett may defend each Town Indemnatee against each Nonparty Claim brought against the Town Indemnatee. Scharnett shall reimburse each Town Indemnatee for all Litigation Expenses.

13.3. To be entitled to the indemnification under section 13.1 and the reimbursement under section 13.2, a Town Indemnatee subject to the Nonparty Claim must promptly (and in no event no later than 10 days after the Town Indemnatee first knew of that Nonparty Claim) notify Scharnett of that Nonparty Claim and deliver to Scharnett a copy of all legal pleadings with respect to the Nonparty Claim in that Town Indemnatee's possession. If the Town Indemnatee fails to timely notify Scharnett of a Nonparty Claim, then Scharnett will be relieved of its indemnification obligations with respect to that Nonparty Claim to the extent that Scharnett was prejudiced by that failure and Scharnett will not be required to reimburse the Town Indemnatee for any Litigation Expense that the Town Indemnatee incurred during the period in which the Town Indemnatee failed to notify Scharnett. The notification of one Town Indemnatee will serve as notification of all Town Indemnatees included in that Nonparty Claim.

13.4. To assume the defense of a Nonparty Claim, Scharnett must notify the Town Indemnatee that it is doing so. Promptly thereafter, Scharnett shall retain, to represent it in the Nonparty Claim, independent legal counsel that is reasonably acceptable to the Town Indemnatee.

13.5. A Town Indemnatee is entitled to participate in the defense of a Nonparty Claim. A Town Indemnatee may defend a Nonparty Claim with counsel of its own choosing and without Scharnett's participating if any or all of the following occur: (1) Scharnett



notifies the Town Indemnatee that it does not wish to defend the Nonparty Claim; (2) by midnight at the end of the tenth day after the Town Indemnatee notifies Scharnett of the Nonparty Claim, Scharnett fails to notify the Town Indemnatee that it wishes to defend the Nonparty Claim; or (3) representation of Scharnett and the Town Indemnatee by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

- 13.6. Scharnett shall pay any Litigation Expenses that a Town Indemnatee incurs in connection with the defense of the Nonparty Claim before Scharnett assumes the defense of that Nonparty Claim, except with respect to any period during which the Town Indemnatee fails to timely notify Scharnett of that Nonparty Claim. Scharnett will not be liable for any Litigation Expenses that a Town Indemnatee incurs in connection with defense of a Nonparty Claim after Scharnett assumes the defense of that Nonparty Claim, other than Litigation Expenses that the Town Indemnatee incurs in employing counsel in accordance with §13.5, which Litigation Expenses Scharnett shall pay promptly as they are incurred.
- 13.7. After Scharnett assumes the defense of a Nonparty Claim, Scharnett may contest, pay, or settle the Nonparty Claim without the consent of the Town Indemnatee only if that settlement (1) does not entail any admission on the part of the Town Indemnatee that it violated any law or infringed the rights of any person, (2) has no effect on any other claim against the Town Indemnatee, (3) provides as the claimant's sole relief monetary damages that are paid in full by Scharnett, and (4) requires that the claimant release the Town Indemnatee from all liability alleged in the Nonparty Claim.
- 13.8. As used in this contract:

**"Litigation Expense"** means any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' fees and other professionals' fees and disbursements.

**"Loss"** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding Litigation Expenses.

**"Nonparty Claim"** means any Proceeding brought by someone other than Scharnett or someone other than one or more Town Indemnitees against one or more Town Indemnitees and that arise out of this contract or Scharnett 's Services.

**"Proceeding"** means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

**"Representative"** means any officer, employee, agent, Scharnett , advisor, and any other representative of the Town of Normal.

**"Town Indemnitee"** means the Town of Normal, each Representative of the Town, and each of the heirs, executors, successors, and assignees of any of the foregoing.

#### **14. Termination.**

- 14.1. Scharnett may terminate this contract upon 30 days prior written notice to the Town in the event of substantial failure by the Town to perform in accordance with the term of this contract through no fault of Scharnett.
- 14.2. The Town may terminate this contract with or without cause immediately upon written notice to Scharnett.
- 14.3. Unless Scharnett is in breach of this contract, the Town will pay Scharnett for services rendered to the Town's satisfaction through the date of termination.
- 14.4. Upon receipt of a termination notice, and except as otherwise directed by the Town, Scharnett shall:
  - 14.4.1. Stop work on the date and to the extent specified.
  - 14.4.2. Terminate and settle all orders and subcontracts related to the performance of the terminated Services.
  - 14.4.3. Transfer all Services in process, competed Services, and other material related to the terminated Services to the Town.
  - 14.4.4. Continue and complete all parts of the Services that have not been terminated.
- 14.5. Scharnett is responsible for all costs incurred by the Town to enforce any provision of this contract or to remedy any breach by Scharnett of this contract, including all court costs and reasonable attorneys' fees.

#### **15. Waivers.**

- 15.1. The parties may waive any provision in this contract only by a writing executed by the party against whom the waiver is sought to be enforced.
- 15.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this contract, operates as a waiver of any right, remedy, or condition.
- 15.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

**16. Time for performance.** Time is of the essence in this contract. If any date specified in this contract as a date for taking action falls on a day that is not a Business Day, than that action may be taken on the next Business Day.

**17. Force majeure.**

- 17.1. Neither the Town nor Scharnett will be considered to be in default of this contract if delays in or failure of performance is due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. **"Uncontrollable Forces"** means any event that results in the prevention or delay of performance by a party of its obligations under this contract and that is beyond the reasonable control of the nonperforming party. "Uncontrollable Forces" does not include labor disturbances or material shortages.
- 17.2. Neither party will, however, be excused from performance if nonperformance is due to forces that are preventable, removable, or remediable and that the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.
- 17.3. The nonperforming party will, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this contract.

**18. Choice of law; jurisdiction**

- 18.1. This contract will be governed by and construed in accordance with the laws of the State of Illinois.
- 18.2. Any litigation filed by Scharnett or the Town against the other party and involving this contract must be filed in the Circuit Court of McLean County, Illinois.

**19. Status as independent contractor**

- 19.1. Scharnett undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.
- 19.2. The Town will have no right to supervise the methods used, but the Town has the right to observe that performance.
- 19.3. Scharnett shall not pledge the Town's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. Scharnett has no authority to speak for or bind the Town in any manner.

**20. Third parties.** Nothing in this contract is intended to confer any right or remedy on any person other than the Town and Scharnett, nor is anything in this contract intended to affect or discharge any obligation or liability of any third persons to the Town or to

Scharnett , nor to give any such third person any right of action or subrogation against the Town or Scharnett .

**21. No liability of Town official.** No Representative of the Town is personally liable to Scharnett for any obligation under the terms of this contract.

**22. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this contract must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, by overnight courier, or by electronic mail, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as set forth in the introductory clause or as otherwise instructed by a party in writing.

**23. Authorized representative**

23.1. From time to time, Scharnett shall designate an authorized representative who is responsible for communicating with the Town on behalf of Scharnett and who, unless applicable laws require action by the board of directors, members, or manager of Scharnett , has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this contract for and on behalf of Scharnett .

23.2. The City Manager shall, from time to time, designate an authorized representative who is responsible for communicating with Scharnett on behalf of the Town. The City Manager, or his or her designee, has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this contract for and on behalf of the Town. Any amendment must be approved by the Town Council.

**24. Drafting conventions**

24.1. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

24.2. The headings in this contract are provided for convenience only and do not affect its meaning.

24.3. Any reference to a contract means that contract as amended or supplemented, subject to any restrictions on amendment contained in that contract.

24.4. Unless specified otherwise, any reference to a statute, ordinance, or regulation means that statute, ordinance, or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes, ordinances, or regulations.

24.5. All references to a time of day are references to the prevailing time in Normal, Illinois.

24.6. The words "party" and "parties" refer only to a party to this contract named in the introductory clause.

24.7. Each party has participated in negotiating and drafting this contract, so if any ambiguity or a question of intent or interpretation arises, this contract is to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this contract.

**25. Severability.** If any provision of this contract is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force and effect if the essential terms and conditions of this contract for each party remain valid, binding, and enforceable.

**26. Surviving provisions.** Any term of this contract that, by its nature, extends after the end of the contract, whether by expiration or termination, remains in effect until fulfilled. All representations made by Scharnett in this contract survive the expiration or termination of this contract. All duties to indemnify under this contract survive the expiration or termination of this contract and remain effective until the resolution or expiration of any actual or potential claims or losses subject to the duty to indemnify.

**27. Bringdown of representations.** All representations made by Scharnett in this contract will be deemed to be made not only on the date that this contract is executed but also at the time of delivery of any of the Services to the Town.

**28. Final agreement.** This contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this contract. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this contract are expressly merged into and superseded by this contract. The provisions of this contract may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this contract, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this contract. There are no conditions precedent to the effectiveness of this contract other than those expressly stated in this contract.

**29. Counterparts.** This contract may be executed in two or more counterparts, each of which together will be deemed an original, but all of which, together, constitute the same instrument. If any signature is delivered by facsimile or by email of a ".pdf" format data file, then that signature creates a valid and binding obligation of that party with the same force and effect as if the facsimile or ".pdf" signature page were an original.

[Remainder of page intentionally blank]

Signature Page

The Parties are signing this contract as of the date set forth in the introductory clause.

SCHARNETT ASSOCIATES ARCHITECTS LLC

By: \_\_\_\_\_  
[Name]  
[Title]

TOWN OF NORMAL

By: \_\_\_\_\_  
Christopher Koos, President  
Board of Trustees of the Town of Normal

\_\_\_\_\_  
Approved as to form:

By: \_\_\_\_\_  
Brian Day, Corporation Counsel

Approved by Resolution No. \_\_\_\_\_

## Exhibit 1

### Vendor Certification

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The undersigned, on behalf of Scharnett, LLC ("Vendor"), certifies that the following representations are true and correct and further agrees, as a condition of doing business with the Town of Normal, to require all of Vendor's subcontractors and sub-subcontractors to certify that the following representations are true and correct:

1. No Town of Normal officer or employee has any interest in the proceeds of this contract.
2. The Vendor has not committed bribery or attempted bribery of an officer or employee of any governmental body—whether on the federal, state, or local level.
3. The Vendor has not been barred from conducting business with any governmental unit—whether federal, state, or local.
4. Neither the Vendor's business entity nor any of its officers, directors, partners, or other managerial agents have been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws.
5. The Vendor has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E- 3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. The Vendor certifies that it is not delinquent in the payment of any debt or tax due to the State of Illinois or to the Town of Normal.
7. The Vendor will maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three years from the later of the date of final payment under the contract or completion of the contract.
8. The Vendor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act, and the Americans with Disabilities Act.
9. The Vendor is an "Equal Opportunity Employer," as defined by Title VII of the Civil Rights Act of 1964 and all applicable federal regulations and executive orders.
10. The Vendor has read the Drug-Free Workplace Act (30 ILCS 580/) and is in compliance with that act on the effective date of this contract.
11. The Vendor certifies, in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/), that steel products used or supplied in the

performance of this contract are manufactured or produced in the United States. The Vendor is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

12. The Vendor is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/).
13. The Vendor is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/).
14. The Vendor \_\_\_\_ is or \_\_\_\_ is not (please check the applicable designation) a Minority and Female Business Enterprise, as defined by the State of Illinois (30 ILCS 575/).
15. The Vendor is in compliance with the Patriot Act, Executive Order 13224, and the federal Anti-Money Laundering Control Act of 1986.
16. The Vendor is in compliance with the American Recovery and Reinvestment Act of 2009 when federal funds are used under this Act for the work undertaken by the Vendor.

**The Vendor hereby agrees to defend, indemnify and hold harmless the Town of Normal its officers, employees, and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.**

Dated \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title





## Town Council Action Report

October 18, 2021

Resolution to Waive the Formal Bid Process and Award a Contract to GameTime C/O Cunningham Associates, Inc. for the Purchase of Modular Playground Unit, Individual Units and Surfacing Under the OMNIA Cooperative Purchasing Program for Carden Park in the Amount of \$179,963.29 and an Associated Budget Adjustment

**Prepared By:** Doug Damery, Director of Parks and Recreation

**Reviewed By:** Pamela S. Reece, City Manager

**Staff Recommendation:** Approval

**Attachments:** Proposed Resolution, Playground Rendering/Equipment Selection, Equipment Quote, Surfacing Quote, Certificate of Grant Award

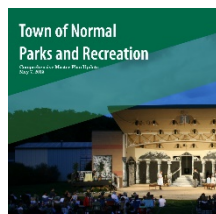
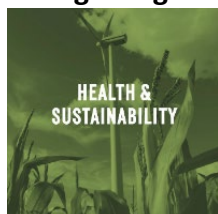
### Community Impact

The playground unit was designed to meet the criteria to be a national demonstration site for inclusion. Playgrounds like these foster play among children of all abilities creating an opportunity for children to learn and engage while also providing improved accessibility.

### Budget Impact

The proposed playground and safety surfacing will cost \$179,963.29. The Carden Park Playground was planned for replacement in FY2022-23 with \$135,000 budgeted in 325-9820-452.60-10. A budget adjustment of \$44,963.29 will be needed, along with committing the funds in FY2021-22 to take advantage of grant support and current pricing (before 2023 price increases) and to complete the project as proposed.

### Strategic Alignment



### Background

Carden Park Playground was installed in 2001 and is scheduled and ready for replacement. This playground is located adjacent to Prairieland Elementary School and is one of the most used playgrounds in the park system.

Town staff have been in discussions with Unit 5 Administration and Prairieland Elementary regarding the inclusion and accessible concepts as well as the play value of the proposed Carden Park playground. Following the presentation to Council by Grove Elementary School students in May 2021 regarding accessible playgrounds, the Town has been planning for more inclusive playground activities when replacing and acquiring play structures. GameTime equipment has been utilized in most Town parks. Park Maintenance staff has been trained and certified to install GameTime playground equipment.

The Town typically acquires playground equipment in the fall to take advantage of end-of-season pricing discounts and prepare for installation the following year.

### Discussion

The proposed GameTime play structure and individual units cost \$170,400.97 through the OMNIA Cooperative Purchasing Plan. We have been approved for a GameTime Cares Grant for \$63,117.48, bringing the total cost to \$107,283.49 for the equipment. To accommodate children of all abilities, a poured-in-place surface is recommended in combination with wood fiber used in certain areas for safety. The Poured in Place Safety Surfacing and Engineered Wood Fiber (EWF) Safety Surfacing is an additional \$72,679.80 for the playground project.

Total Equipment Price		\$170,400.97
Gametime Grant	Less	<u>(\$63,117.48)</u>
<b>Equipment Quote</b>		<b>\$107,283.49</b>
Poured in Place Surface		\$65,722.80
Engineered Wood Fiber		<u>\$6,957.00</u>
<b>Surfacing Quote</b>		<b>\$72,679.80</b>
<b>Total Equipment and Surfacing</b>		<b>\$179,963.29</b>

To take advantage of the grant opportunity and 2021 pricing, before 2022 price increases, staff recommends the equipment and surfacing materials be purchased now, with a planned installation of summer 2022. Since the current budget planned for playground equipment replacement is in the amount of \$135,000, a budget adjustment of \$44,963.29 will be required, which supports a more accessible and inclusive playground amenity.

Installation will be completed by Parks Maintenance staff and is planned for the summer of 2022, to be ready by the beginning of the 2022-23 school year. In addition, under drainage tile, a concrete curb and concrete walkways will all completed, with funding from the Park Maintenance operating budget in FY2022-23, to provide a welcoming pathway into the play area.

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**Keywords:** Carden Park, Playground, Prairieland, Cunningham, GameTime, OMNIA Cooperative

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO WAIVE THE FORMAL BID PROCESS AND AWARD A CONTRACT TO GAMETIME C/O CUNNINGHAM ASSOCIATES, INC. FOR THE PURCHASE OF MODULAR PLAYGROUND UNIT, INDIVIDUAL UNITS AND SURFACING UNDER THE OMNIA COOPERATIVE PURCHASING PROGRAM FOR CARDEN PARK IN THE AMOUNT OF \$179,963.29 AND AN ASSOCIATED BUDGET ADJUSTMENT

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.

WHEREAS, The Carden Park playground equipment was installed in 2001 and is scheduled and ready for replacement.

WHEREAS, Through the OMNIA Cooperative Purchasing Plan, the Town received a quote from Cunningham Associates, Inc. for GameTime playground equipment and surfacing supplies for 179,963.29, which includes a GameTime Cares Grant of \$63,117.48.

WHEREAS, A budget adjustment of \$44,963.29 is necessary for the purchase of the equipment.

WHEREAS, It is in the best interests of the health, safety, and welfare of the citizens of Normal to purchase the equipment and to approve the necessary budget adjustment.

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

SECTION 1. The formal bidding process is waived, and the City Manager or her designee is hereby authorized to purchase the GameTime play ground and surfacing equipment. The purchase must be in conformance with the quotes submitted by Cunningham Associates, Inc.

SECTION 2. A budget adjustment in the amount of \$44,963.29 is hereby approved.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Town Clerk  
(Seal)

**Myriad - PS21019**  
**Front Elevation**



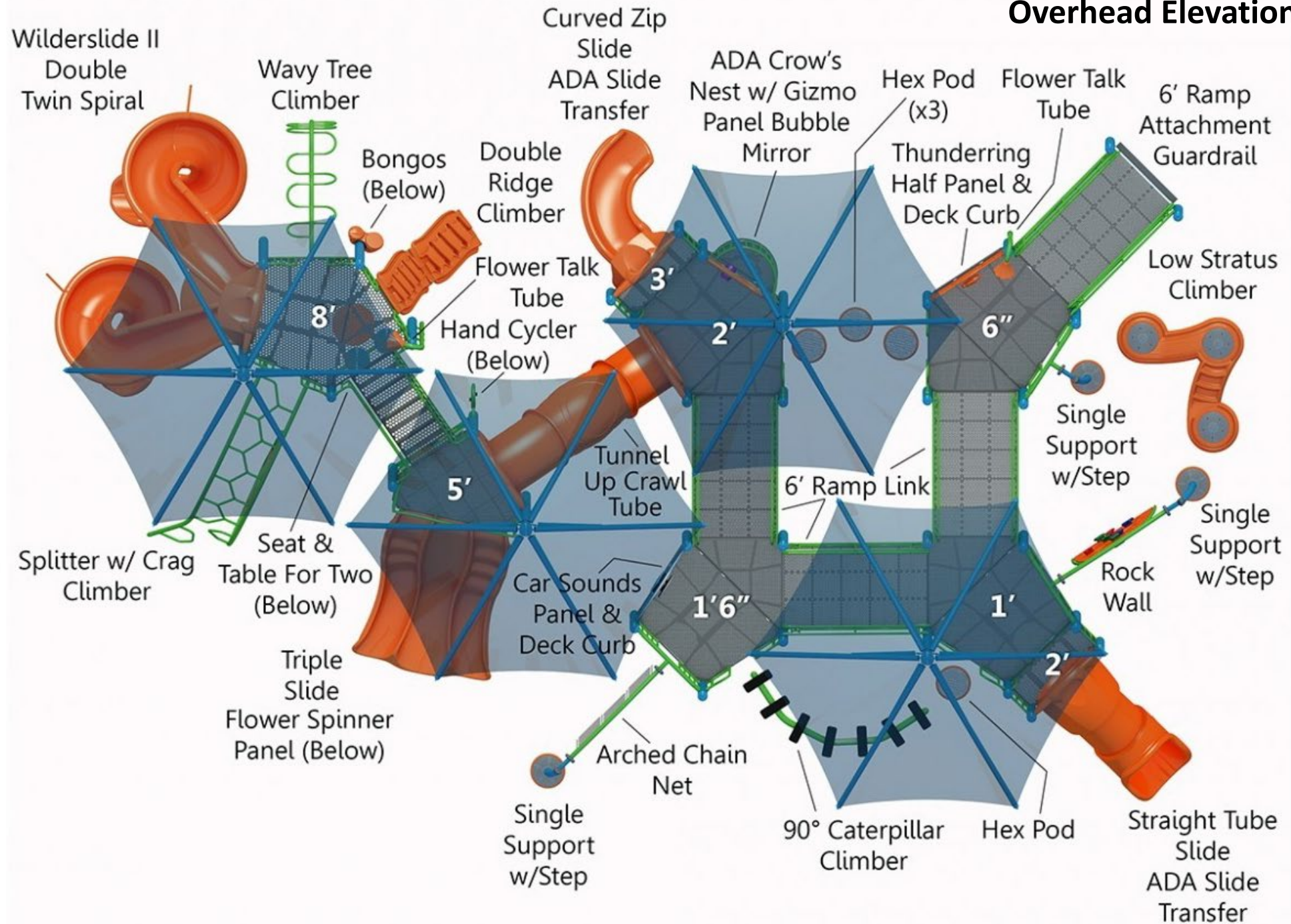


# Overhead Elevation

The Myriad Unit is inclusion at it's best.

It was designed using our 7 Principles of Inclusive Design & has a wonderful mix of ramp accessible & dynamic physical play. It brings much needed SHADE to the playspace as well as slides from 2', 3', 5' and 8' High!

It includes climbers of varying degree of challenge allowing kiddos to explore more as their confidence grows



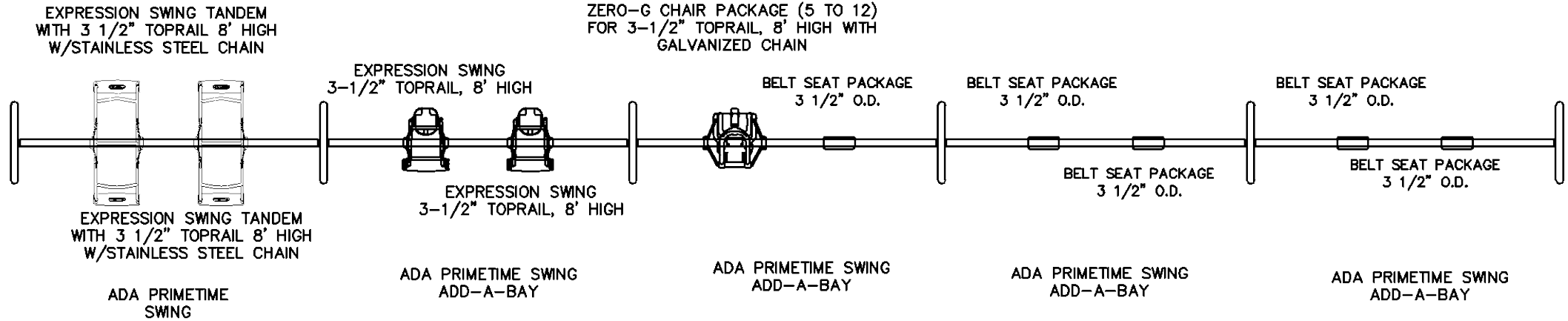


**CLICK THE IMAGE BELOW TO BE TAKEN TO  
A 360 DEGREE VIEW OF THE PLAYGROUND UNIT BELOW**



**Myriad - PS21019  
360 Views**

# SWINGS Standard Swings, Tandem Swings, Inclusive Swings & Tot Swings





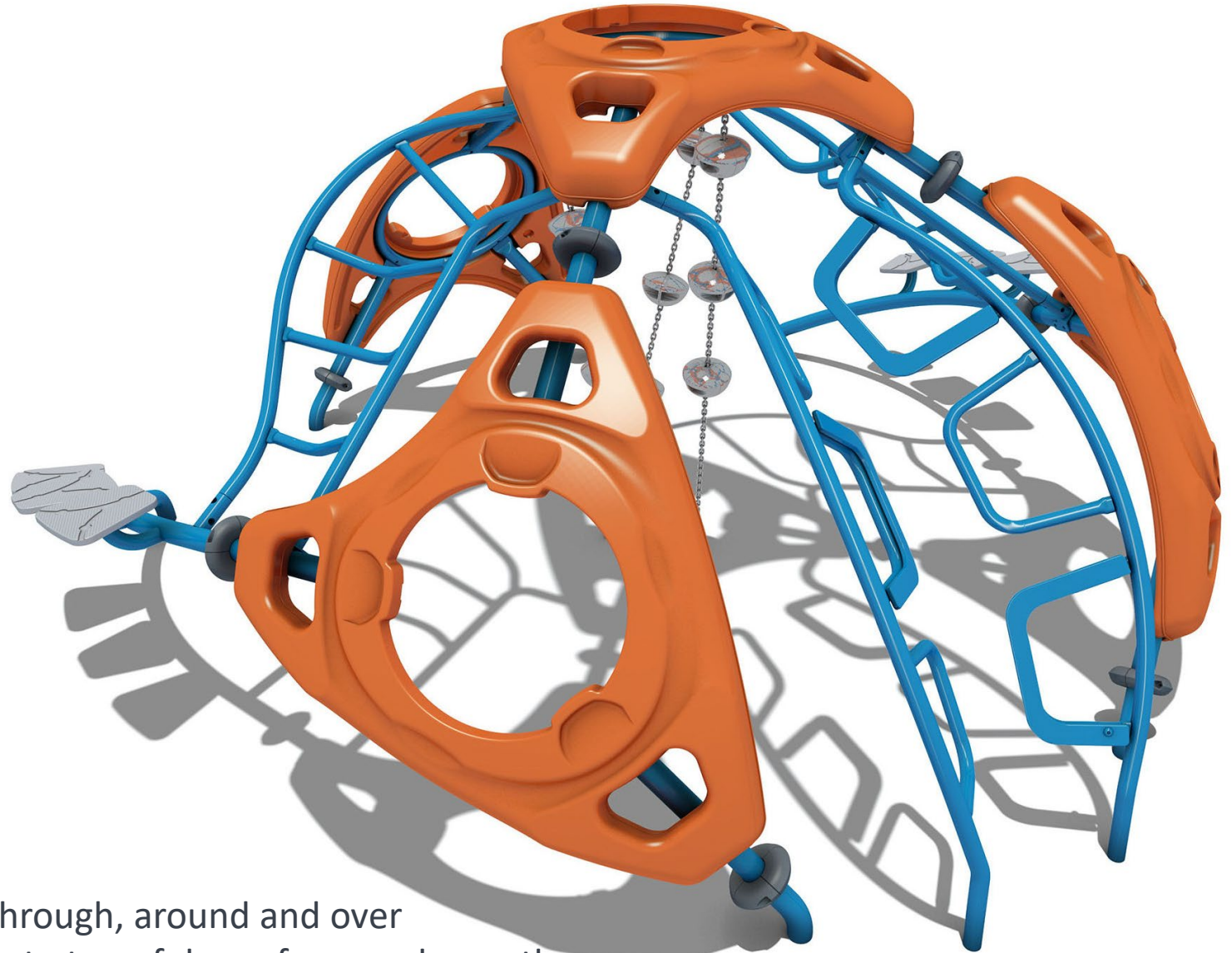
## FREESTANDING PLAY



Parks and  
Recreation  
Department



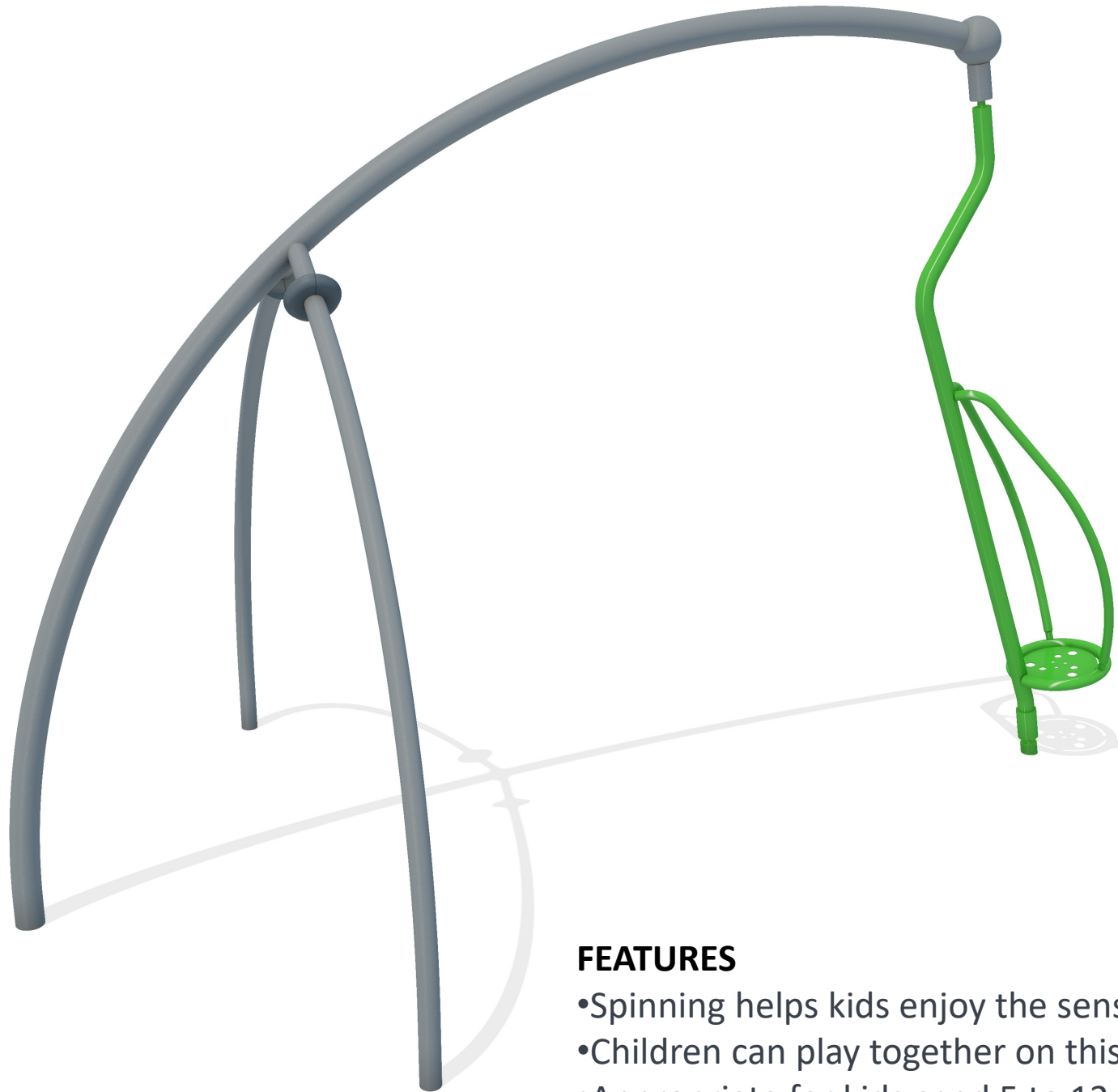
# SENSORY DOME



## FEATURES

- Multiple pathways to crawl on, through, around and over
- Chain Pod Climber creates access to top of dome from underneath
- Allows full access for child in mobility device to travel inside the dome
- GT Sensor can be added for sensory play
- Front-reach design makes access to sensors comfortable for all children

# XCELERATOR



## FEATURES

- Spinning helps kids enjoy the sensation of flight
- Children can play together on this playground spinner
- Appropriate for kids aged 5 to 12



# SENSORY SPINNING



## FEATURES

- Molded high back seat includes a divot in the headrest for additional head support
- Side handles offer transfer assistance, as well as support during spinning play
- Front pommel helps children maintain position while seat is spinning
- Spinning seat that complements the Sensory Wave climber
- Constructed of durable, recyclable materials and backed by the industry's leading warranty







Side View



Back View







GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

10/04/2021  
Quote #157510-01-01

## Prairieland Elementary/Carden Park - Equipment Only

Town of Normal  
Attn: Doug Damery  
100 E. Phoenix Avenue  
Normal, IL 61761  
Phone: 309-454-9544  
ddamery@normal.org

Ship to Zip 61761

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular Unit (per attached drawings)	\$119,189.00	\$119,189.00
		(1) 4844 -- Bubble Mirror Ass'Y		
		(1) 4873 -- Maze Panel 11" Gizmo (dbl side)		
		(2) 16465 -- Slide Transfer (Ada)		
		(4) 16803 -- Ada Wide Triangular Platform		
		(4) 16818 -- Trapezoid Deck		
		(5) 26094 -- Triangular Shroud		
		(3) 32022 -- Hex Pod Step (1')		
		(1) 32023 -- Hex Pod Step (2')		
		(1) 36013 -- Rock Wall Link		
		(1) 36014 -- Arched Chain Net Link		
		(3) 36020 -- Single Upright Support W/Step		
		(3) 36030 -- Single Link Cross Beam Powerscape Plus		
		(1) 36074 -- Stratus Lo		
		(2) 80192 -- Sunblox Umbrella Canopy		
		(2) 80612 -- Deck Curb		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80691 -- 90 Deg Caterpillar Attach		
		(1) 81665 -- Seat And Table For Two		
		(1) 81669 -- Hand Cyclor		
		(1) 81699 -- Bongos		
		(1) 90003 -- Wide Triangle Deck		
		(1) 90006 -- Trapezoid Deck		
		(1) 90011 -- Flower Talk Tube 0'6" - 2'0" (2 - 12)		
		(1) 90023 -- 3'-0" Transfer System W/ Barrier		
		(1) 90113 -- Flower Talk Tube 6'6" To 8'0"(2 To 5)		
		(1) 90157 -- Triple Slide		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90193 -- 2-6"/3' Single Curved Zip Slide		
		(1) 90207 -- Overhead Ladder Access Package		
		(2) 90264 -- 6' Upright, Alum		



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

10/04/2021  
 Quote #157510-01-01

## Prairieland Elementary/Carden Park - Equipment Only

Quantity	Part #	Description	Unit Price	Amount
		(2) 90265 -- 7' Upright, Alum		
		(3) 90266 -- 8' Upright, Alum		
		(1) 90267 -- 9' Upright, Alum		
		(4) 90272 -- 14' Upright, Alum		
		(1) 90288 -- 2' Straight Tube Slide, 30" Dia		
		(1) 90299 -- 7'-6"/8' Wavy Tree Climber		
		(1) 90525 -- Half Panel W/Thunderring		
		(1) 90565 -- Dbl Ridge Climb(7'-0", 7'-6", & 8'-0")		
		(1) 90637 -- Tunnel Up		
		(1) 90843 -- Double Twin Spiral		
		(1) 90870 -- Splitter 8'		
		(1) 90873 -- Car Sounds Half Panel		
		(6) 91146 -- Entryway - Guardrail		
		(3) 91209 -- Climber Entryway - Barrier		
		(1) 91555 -- 6' Ramp Attachment (Guardrail)		
		(3) 91556 -- 6' Ramp Link (Guardrail)		
		(1) 91562 -- Flower Spinner Panel Below Deck		
		(4) G90262 -- 4' Upright, Galv		
		(2) G90265 -- 7' Upright, Galv		
		(4) G90266 -- 8' Upright, Galv		
		(8) G90267 -- 9' Upright, Galv		
		(1) G90269 -- 11' Upright, Galv		
		(2) G90270 -- 12' Upright, Galv		
		(1) G90273 -- 15' Upright, Galv		
		(1) 178749 -- Owner's Kit		
1	6240	GameTime - Xcelerator	\$4,196.00	\$4,196.00
1	3205	GameTime - Spinning Sensory Wave Seat	\$1,161.00	\$1,161.00
1	6256	GameTime - Sensory Dome - Medium	\$9,737.00	\$9,737.00
1	12583	GameTime - Ada Primetime Swing Frame, 3 1/2" Od	\$1,293.00	\$1,293.00
4	12584	GameTime - Ada Primetime Swing Aab, 3 1/2" Od	\$800.00	\$3,200.00
2	5128	GameTime - Expression Swing 3 1/2" X 8'	\$1,336.00	\$2,672.00
2	5167	GameTime - Expression Swing Tandem	\$1,815.00	\$3,630.00
1	8552	GameTime - 3 1/2" Zero-G Chair (5-12)-Galv Chain	\$535.00	\$535.00
5	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$263.00	\$1,315.00



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10/04/2021  
Quote #157510-01-01

## Prairieland Elementary/Carden Park - Equipment Only

Quantity	Part #	Description	Unit Price	Amount
1	2021 GT Grant	MISC - Grant Rules and Limitations:-  To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$15,000 with payment in full, GameTime playground grants are available with matching funds up to 75%. For play systems that exceed \$15,000, and purchased with credit terms, matching funds are available up to 60%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape, PrimeTime, Xscape, and IONiX systems only. THRIVE (up to \$7,000), GTfit (up to \$7,000), Challenge Course (up to \$25,000), and KidCourse (up to \$25,000) are also eligible for funding from GameTime. Modern City adventure climbing systems are eligible for up to \$20,000 in funding. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for a GameTime grant. Orders accepted by GameTime must ship by December 31, 2021. GameTime will accept grant orders until November 2, 2021, or until all eligible funds are disbursed, whichever comes first. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2021 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Material surcharges apply.		
Contract: OMNIA			<b>Sub Total</b>	\$146,928.00
			<b>Grant</b>	(\$63,117.48)
			<b>Material Surcharge</b>	\$20,622.97
			<b>Freight</b>	\$2,850.00
			<b>Total</b>	<b>\$107,283.49</b>

### Comments

**\*MATERIALS ONLY QUOTATION**

**\*PRICING IS PER 2021 GT MATCHING GRANT PROGRAM AND IS VALID UNTIL NOVEMBER 2, 2021. A CHECK FOR THE TOTAL AMOUNT MUST BE RECEIVED AT THE TIME OF ORDER**





GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

10/04/2021  
 Quote #157510-01-01

## Prairieland Elementary/Carden Park - Equipment Only

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 12-14 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

10/04/2021  
Quote #157510-01-01

## Prairieland Elementary/Carden Park - Equipment Only

### ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$107,283.49**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### BILLING INFORMATION:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION:

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

10/04/2021  
 Quote #157510-02-02

## Prairieland Elementary/Carden Park - Surfacing Only

Town of Normal  
 Attn: Doug Damery  
 100 E. Phoenix Avenue  
 Normal, IL 61761  
 Phone: 309-454-9544  
 ddamery@normal.org

Ship to Zip 61761

Quantity	Part #	Description	Unit Price	Amount
2860	PIP	GT-Impax - Poured-In-Place Surfacing, 3.5" Thick, 50% Color/50% Black Mix, Installed- *Price includes 4" compacted stone sub-base	\$22.98	\$65,722.80
3865	EWf	GT-Impax - Engineered Wood Fiber Safety Surfacing @ 12" Compacted Depth- • 191 CYDS	\$1.80	\$6,957.00
Contract: OMNIA			<b>Sub Total</b>	\$72,679.80
			<b>Total</b>	<b>\$72,679.80</b>

### Comments

**\*CUSTOMER IS RESPONSIBLE FOR INSTALLATION OF EWf**

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 12-14 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
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- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

10/04/2021  
Quote #157510-02-02

## Prairieland Elementary/Carden Park - Surfacing Only

### SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

### ACCEPTANCE OF QUOTATION:

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$72,679.80**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

10/04/2021  
Quote #157510-02-02

## Prairieland Elementary/Carden Park - Surfacing Only

### **BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **SHIPPING INFORMATION:**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_





## CERTIFICATE OF GRANT AWARD

This certificate entitles

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to a GameTime Cares' Playground Grant Funding Award of

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Funds must be claimed, and orders must be received no later than November 2, 2021, and must accompany a qualifying play system purchase. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for complete details about this grant award.

A handwritten signature in black ink that reads "S. Spencer Cheak".

S. Spencer Cheak  
President, GameTime







## Town Council Action Report

October 18, 2021

### Resolution Authorizing the Purchase of Five Pieces of Golf Course Maintenance Equipment from MTI Distributing, Inc. for \$163,425.81

**Prepared By:** Doug Damery, Director of Parks and Recreation

**Reviewed By:** Pamela S. Reece, City Manager

Gene Kotlinski, Assistant Director of Parks and Recreation

**Staff Recommendation:** Approval

**Attachments:** Proposed Resolution, Bid Sheets

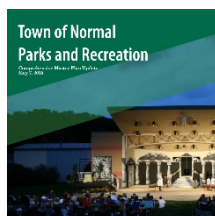
#### Community Impact

Area golfers have many options for their rounds of golf. Courses with well-kept tees, fairways, and greens that deliver performance quality are key to golfer satisfaction. Specialized golf course maintenance equipment is needed to maintain high quality playing conditions. Professional golf course maintenance requires a variety equipment for staff to do their job effectively and make a meaningful impact on the course. Properly functioning equipment affords greater efficiency and improves course conditions, which provides golfers a quality playing experience.

#### Budget Impact

Funding is available for this purchase in the General Vehicle Replacement Fund, line item 733-8541-451.75-10 and line item 733-8515-452.75-10.

#### Strategic Alignment



#### Background

Five pieces of equipment used by the Ironwood Golf Course Maintenance Division are due for replacement for which funding was appropriated in the adopted FY2021-22 Operating and Capital Investment Budget.

Listed below are the specific equipment items that are scheduled for replacement:

- (2) - John Deere 2500 E-Cut Hybrid Riding Greens Mowers
- (1) - Toro Multi Pro 5800 Turf Sprayer
- (1) – John Deere Aercore 1500 Turf Aerator
- (1) - John Deere Pro Gator Utility Vehicle

Four pieces of equipment will be traded-in for new equipment. The John Deere Aercore 1500 Turf Aerator is in good condition and will be retained to help golf maintenance staff aerate the greens quicker as to minimize the impact of scheduled golf play. It will also be used to aerate tees and fairways.

A Bid Call was published on September 9, 2021, to seek sealed bids to furnish and deliver five pieces of commercial golf-maintenance equipment to the Ironwood Golf Course maintenance facility. Vendors could submit bids selectively for any individual piece of equipment or submit as a package for all five pieces of equipment. The bid sheets allowed vendors to calculate a trade-in value for each piece of equipment being traded in. The bid opening was conducted on September 30, 2021. Bids were received from MTI Distributing, Inc. and from Erb Turf Equipment, Inc.

#### Discussion

Each vendor submitted both the Selective (individual pieces) and Package (group pricing) Equipment Bid Forms. By obtaining both selective and package bids, staff can determine the best purchasing option.

MTI Distributing, Inc. submitted a Package (group pricing) Bid of \$163,426.02, with trade-ins, and Erb Turf Equipment, Inc. submitted a Package (group pricing) Bid of \$177,802.58 with trade-ins.

If purchasing as separate, individual pieces, the list below outlines the lowest bid price for each individual piece of equipment:

John Deere 2550 E Hybrid Greens Mower (Erb Turf Equipment)	\$39,782.58
John Deere 2550 E Hybrid Greens Mower (Erb Turf Equipment)	\$40,782.58
John Deere 2020A HD300 Sprayer (Erb Turf Equipment)	\$45,540.32
Toro ProCore 648 Turf Aerator (MTI Distributing)	\$29,092.29
<u>John Deere Pro Gator (Erb Turf Equipment)</u>	<u>\$22,625.37</u>
<b>TOTAL</b>	<b>\$177,823.14</b>

The Package (group) Bid submitted by MTI Distributing, Inc. of \$163,426.02 including trade-in is a better overall purchase price than acquiring the equipment separately (based upon the lowest individual pricing per piece as shown in the Selective pricing summary above of \$177,823.14).

Funds equaling \$146,050 are available in the General Vehicle Replacement Fund, Golf Course Maintenance, Operating Equipment Over \$10,000 (733-8541-451.75-10). An additional \$17,375.81 are available in the General Vehicle Replacement Fund, Park Maintenance, Equipment Over \$10,000 (733-8515-452.75-10) to make up the difference to make this purchase. Therefore, staff recommends the purchase of the proposed golf maintenance equipment package from MTI Distributing, Inc.

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**Keywords:** Golf Course Maintenance Equipment, MTI Distributing, Inc.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE PURCHASE OF FIVE PIECES OF GOLF COURSE  
MAINTENANCE EQUIPMENT FROM MTI DISTRIBUTING, INC. FOR \$163,425.81

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 solicited bids for the purchase of golf-course-maintenance equipment, and MTI Distributing, Inc submitted the lowest responsible bid.

WHEREAS, It is in the best interest of the health, safety and welfare of the citizens of Normal to purchase the equipment in accordance with MTI Distributing's bid.

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

SECTION 1. The Town of Normal hereby accepts the bid of MTI Distributing, Inc for the purchase of golf-course-maintenance equipment, and the City Manager or her designee is hereby authorized to purchase the equipment from MTI Distributing, Inc. in accordance with the accepted bid.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Town Clerk

(Seal)

EQUIPMENT BID FORM - PACKAGE

BID ITEM	UNIT PRICE	FREIGHT	TOTAL PRICE
(1) TRIPLEX GREEN MOWER MANUFACTURER/MODEL→ John Deere 2550E Diesel hybrid \$ 43,282.58 \$ 0 \$ 43,282.58			
(2) TRIPLEX GREEN MOWER MANUFACTURER/MODEL→ John Deere 2550E Diesel hybrid \$ 43,282.58 \$ 0 \$ 43,282.58			
(3) TURF SPRAYER MANUFACTURER/MODEL→ John Deere 2020A HD300 Select Spray \$ 51,040.32 \$ 0 \$ 51,040.32			
(4) TURF AERATOR MANUFACTURER/MODEL→ John Deere 1500 Aercore \$ 30,071.73 \$ 0 \$ 30,071.73			
(5) HEAVY-DUTY UTILITY VEHICLE MANUFACTURER/MODEL→ John Deere 2020A HD Utility vehicle \$ 26,625.37 \$ 0 \$ 26,625.37			
<b>TOTAL</b>			\$ 194,302.58

TRADE-IN EQUIPMENT	SERIAL NUMBER	TRADE-IN VALUE
John Deere 2500E	1TC25EHGHFT090373	\$ 3,500.00
John Deere 2500E	TC25EHG040102	\$ 2,500.00
Toro Multi-Pro 5800	311000323	\$ 6,500.00
John Deere Pro Gator	1TC202ATHDT070349	\$ 4,000.00
<b>TOTAL</b>		\$ 16,500.00
<b>GRAND TOTAL (LESS TRADE) →</b>		\$ 177,802.58

Please attach manufacturer documents with each equipment bid that outlines the technical specifications

EQUIPMENT BID FORM - SELECTIVE

BID ITEM (1)	UNIT PRICE	FREIGHT	TOTAL PRICE
<b>TRIPLEX GREENS MOWER</b>	\$ 43,282.58	\$ 0	\$ 43,282.58
LIST MANUFACTURER AND MODEL	John Deere 2550E hybrid diesel		
TRADE-IN EQUIPMENT: SERIAL NUMBER:	John Deere 2500 E 1TC25EHGHFT090373	TRADE-IN VALUE \$ 3,500.00	
<b>TOTAL PRICE (LESS TRADE) →</b>		\$ 39,782.58	

BID ITEM (2)	UNIT PRICE	FREIGHT	TOTAL PRICE
<b>TRIPLEX GREENS MOWER</b>	\$ 43,282.58	\$ 0	\$ 43,282.58
LIST MANUFACTURER AND MODEL	John Deere 2550E hybrid diesel		
TRADE-IN EQUIPMENT: SERIAL NUMBER:	John Deere 2500 E TC25EHG040102	TRADE-IN VALUE \$ 2,500.00	
<b>TOTAL PRICE (LESS TRADE) →</b>		\$ 40,782.58	

BID ITEM (3)	UNIT PRICE	FREIGHT	TOTAL PRICE
<b>TURF SPRAYER</b>	\$ 52,040.32	\$ 0	\$ 52,040.32
LIST MANUFACTURER AND MODEL	John Deere 2020A HD300 Select Spray		
TRADE-IN EQUIPMENT: SERIAL NUMBER:	Toro Multi-Pro 5800 311000323	TRADE-IN VALUE \$ 6,500.00	
<b>TOTAL PRICE (LESS TRADE) →</b>		\$ 45,540.32	

BID ITEM (4)	UNIT PRICE	FREIGHT	TOTAL PRICE
<b>TURF AERATOR</b>	\$ 32,071.73	\$ 0	\$ 32,071.73
LIST MANUFACTURER AND MODEL	John Deere Aercore 1500 3 point aerator		
<b>TOTAL PRICE (NO ITEM FOR TRADE) →</b>		\$ 32,071.73	

BID ITEM (5)	UNIT PRICE	FREIGHT	TOTAL PRICE
<b>HEAVY-DUTY UTILITY VEHICLE</b>	\$ 26,625.37	\$ 0	\$ 26,625.37
LIST MANUFACTURER AND MODEL	John Deere 2020A Pro Gator HDUV		
TRADE-IN EQUIPMENT: SERIAL NUMBER:	John Deere Pro Gator 1TC202ATHDT070349	TRADE-IN VALUE \$ 4,000.00	
<b>TOTAL PRICE (LESS TRADE) →</b>		\$ 22,625.37	

Please attach manufacturer documents with each equipment bid that outlines the technical specifications

# MTI DISTRIBUTING, INC. EQUIPMENT BID FORM - PACKAGE

BID ITEM	UNIT PRICE	FREIGHT	TOTAL PRICE
(1) TRIPLEX GREEN MOWER	MANUFACTURER/MODEL→ Toro Greensmaster TriFlex Hybrid 3320 \$ 38,566.63	\$ 0	\$ 38,566.63
(2) TRIPLEX GREEN MOWER	MANUFACTURER/MODEL→ Toro Greensmaster TriFlex Hybrid 3320 \$ 38,566.63	\$ 0	\$ 38,566.63
(3) TURF SPRAYER	MANUFACTURER/MODEL→ Toro Multi Pro 5800-G \$ 56,688.88	\$ 0	\$ 56,688.88
(4) TURF AERATOR	MANUFACTURER/MODEL→ Toro Pro Core 648 \$ 27,418.96	\$ 0	\$ 27,418.96
(5) HEAVY-DUTY UTILITY VEHICLE	MANUFACTURER/MODEL→ Toro Workman HDX 2WD Gas \$ 26,184.92	\$ 0	\$ 26,184.92
<b>TOTAL</b>			<b>\$ 187,425.81</b>

TRADE-IN EQUIPMENT	SERIAL NUMBER	TRADE-IN VALUE
John Deere 2500E	1TC25EHGHFT090373	\$ 3,000.00
John Deere 2500E	TC25EHG040102	\$ 2,000.00
Toro Multi-Pro 5800	311000323	\$ 13,000.00
John Deere Pro Gator	1TC202ATHDT070349	\$ 6,000.00
<b>TOTAL</b>		<b>\$ 24,000.00</b>
<b>GRAND TOTAL (LESS TRADE) →</b>		<b>\$ 163,425.81</b>

Please attach manufacturer documents with each equipment bid that outlines the technical specifications

## EQUIPMENT BID FORM - SELECTIVE

BID ITEM (1)	UNIT PRICE	FREIGHT	TOTAL PRICE
TRIPLEX GREENS MOWER	\$ 46,985.78	\$ 0	\$ 46,985.78
LIST MANUFACTURER AND MODEL	Toro Greensmaster TriFlex Hybrid 3320		
TRADE-IN EQUIPMENT:	John Deere 2500 E	TRADE-IN VALUE	
SERIAL NUMBER:	1TC25EHGHT090373	\$ 3,000	
TOTAL PRICE (LESS TRADE) →		\$ 43,985.78	
BID ITEM (2)	UNIT PRICE	FREIGHT	TOTAL PRICE
TRIPLEX GREENS MOWER	\$ 46,985.78	\$ 0	\$ 46,985.78
LIST MANUFACTURER AND MODEL	Toro Greensmaster TriFlex Hybrid 3320		
TRADE-IN EQUIPMENT:	John Deere 2500 E	TRADE-IN VALUE	
SERIAL NUMBER:	TC25EHG040102	\$ 2,000	
TOTAL PRICE (LESS TRADE) →		\$ 44,985.78	
BID ITEM (3)	UNIT PRICE	FREIGHT	TOTAL PRICE
TURF SPRAYER	\$ 65,272.22	\$ 0	\$ 65,272.22
LIST MANUFACTURER AND MODEL	Toro Multi-Pro 5800-G		
TRADE-IN EQUIPMENT:	Toro Multi-Pro 5800	TRADE-IN VALUE	
SERIAL NUMBER:	311000323	\$ 13,000	
TOTAL PRICE (LESS TRADE) →		\$ 52,272.22	
BID ITEM (4)	UNIT PRICE	FREIGHT	TOTAL PRICE
TURF AERATOR	\$ 29,092.29	\$ 0	\$ 29,092.29
LIST MANUFACTURER AND MODEL	Toro ProCore 648		
TOTAL PRICE (NO ITEM FOR TRADE) →		\$ 29,092.29	
BID ITEM (5)	UNIT PRICE	FREIGHT	TOTAL PRICE
HEAVY-DUTY UTILITY VEHICLE	\$ 29,836.62	\$ 0	\$ 29,836.62
LIST MANUFACTURER AND MODEL	Toro Workman-2WD Gas		
TRADE-IN EQUIPMENT:	John Deere Pro Gator	TRADE-IN VALUE	
SERIAL NUMBER:	1TC202ATHDT070349	\$ 6,000.00	
TOTAL PRICE (LESS TRADE) →		\$ 23,836.62	

Please attach manufacturer documents with each equipment bid that outlines the technical specifications



## Town Council Action Report

October 18, 2021

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### An Ordinance Amending the Liquor Code Concerning Liquor Commission Meetings

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**Prepared By:** Brian Day, Corporation Counsel

**Reviewed By:** Pamela S. Reece, City Manager

**Staff Recommendation:** Approval

**Attachments:** Proposed Ordinance

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#### Community Impact

The proposed amendment eliminates unnecessary meetings, which will streamline government operations and avoid confusion to the public by eliminating public meetings as which there is no public business to be conducted.

#### Budget Impact

The proposed amendment is budget neutral.

#### Strategic Alignment



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### **Background**

The Mayor is the local liquor control commissioner under both state statute and Town ordinance. As such, the Mayor has various duties and authority concerning the regulation of alcohol within the Town. Section 4-3 of the Liquor Control Act of 1934 and section 4.4 of the Town Liquor Code authorize the Mayor to appoint assistants to advise and assist in those regulatory matters. Under the Town Code, this is the Town Liquor Commission. The Mayor has appointed the sitting councilmembers, ex officio, as the Liquor Commission. The business that comes before the Liquor Commission is whatever matters the Mayor, as liquor commissioner, assigns to it. Typically, this involves voting on liquor-license applications, and in some cases, recommendations on licensee disciplinary matters. Most of the business is conducted at special meetings, called for the purpose of addressing specific situations as they arise.

Section 4.4 of the Town Liquor Code concerns the operation of the Liquor Commission. In that section, the Liquor Commission meets at the call of the chair and has set quarterly meetings in January, March, July, and October. These quarterly meetings are often unnecessary because there is no business for the Commission on those meeting dates. Any necessary business may be dealt with by having the chair call a special meeting.

### **Discussion**

The proposed ordinance eliminates the requirement for the Liquor Commission to hold quarterly meetings. The meetings of the Commission will be at the call of the chair, allowing the Commission to meet only when there is business for the Commission to consider.

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**Keywords:** Liquor Commission; Liquor Commissioner

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

AN ORDINANCE AMENDING THE LIQUOR CODE CONCERNING LIQUOR COMMISSION MEETINGS

- 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.
- WHEREAS, Under both its home-rule powers and the authority granted under the Liquor Control Act of 1934, the Town has broad authority to enact local regulations concerning the creation and operation of the Liquor Commission.
- WHEREAS, It is in the best interests of the health, safety, and welfare of the citizens of Normal to amend the Town Liquor Code to adjust the meeting schedule of the Liquor Commission.

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

SECTION 1: Chapter 4 of the Municipal Code Town of Normal, Illinois, 1969 is amended by changing Section 4.4 as follows, with strikeouts indicating deletions and bold italics indicating additions:

**SEC. 4.4 NORMAL LOCAL LIQUOR COMMISSION AND COMMISSIONER.**

- A. Commissioner. The President is the Normal Local Liquor Commissioner (referred throughout this Chapter as Commissioner), and his duties, powers, and functions are set forth in this Chapter.
- B. The Commissioner may appoint other persons to assist him in the exercise of the powers and performance of the duties herein provided for such Local Liquor Commissioner. In the event that the President makes such an appointment, the parties so named shall be considered to be the Normal Local Liquor Commission and shall act by majority vote, which act shall be an aide to the Commissioner and used by him as such in performing his administrative powers, functions, and duties. In all other respects, where action of the Commission is not contrary to state statute, the President and members of the Commission shall constitute one body acting by majority vote.
- C. The Chairman of the Commission shall be the Commissioner, and in his absence the Chairman of the Commission shall be determined as set forth in SEC. 3.1-5 of this Code. Members of the Commission shall not be paid. Any expense incurred by the Commission may be paid from the Town general fund from monies budgeted to Boards and Commissions in the manner prescribed by administrative regulation upon presentation of the bill to the Town Clerk.

All meetings of the Commission shall be held at the call of the Commissioner or at such times as the Chairman of the Commission may determine. ~~Anything to the contrary, notwithstanding, the Commission shall meet at a time determined by the Commissioner on the third Monday of January, March, July, and October of each calendar year for the regularly scheduled meetings.~~



- SECTION 2: The Town Clerk is authorized and directed to publish this ordinance in pamphlet form as provided by law.
- SECTION 3: This ordinance takes effect 10 days after passage.
- SECTION 4: This ordinance is adopted under 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)

This ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on \_\_\_\_\_, 2021, with \_\_\_\_\_ voting aye; \_\_\_\_\_ abstaining; \_\_\_\_\_ voting nay; and \_\_\_\_\_ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilman McCarthy				Councilwoman Smith			
Councilman Preston				Councilman Nord			
Councilwoman Lorenz				Mayor Koos			
Councilwoman Cummings							

This ordinance was approved by the President on \_\_\_\_\_, 2021.

This ordinance was published in pamphlet form on \_\_\_\_\_, 2021.

# **General Orders**



# Town Council Action Report

October 18, 2021

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Resolution Approving the Second Amendment to the Annexation Agreement for the Trails on Sunset Lake Subdivision (Northeast Corner of Airport and Ft. Jesse)

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**Prepared By:** Mercy Davison, Town Planner

**Reviewed By:** Pamela S. Reece, City Manager  
 Brian Day, Corporation Counsel  
 Greg Troemel, Director of Inspections  
 Ryan Otto, Director of Public Works

**Staff Recommendation:** Conditional Approval

**Attachments:** Proposed Resolution; Aerial Map; Zoning Map; Proposed Zoning Map Amendment; Original Overall Layout Plan; Proposed Amended Preliminary Subdivision Plan; Proposed Second Amendment to the Annexation Agreement; Minutes of the October 7, 2021, Planning Commission meeting are included in the Addendum.

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## Community Impact

The further development of this neighborhood will help meet the increasing demand for housing in Normal.

**Budget Impact:** N/A

## Strategic Alignment



[Housing – Comprehensive Plan](#)  
[Economic Vitality – Comprehensive Plan](#)

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## Background

The Trails on Sunset Lake is an 83 +/- acre development located at the northeast corner of Airport Road and Fort Jesse, just south of the Vineyards Subdivision. The Town approved an annexation agreement for this development in March 2007 (Res. No. 4006) along with a preliminary subdivision plan in May 2007 (Res. No. 4039). At this time a new developer is proposing an amendment to the agreement in order to facilitate the build-out of the south 20.9 +/- acres at the south end of the subdivision.

The plan approved with the original Trails on Sunset Lake annexation agreement included 120 large lots zoned R-1A Single Family Residential, two areas of R-2 Mixed Density Residential development without a specific lot layout plan (one in the northeast corner of the site and one on the south side of the site), a large detention basin adjacent to the R-1A area, and a 6.53 +/- acre area in the northwest corner with a zoning option of B-1 General Business, R-2 Mixed Residence, R-1B Single Family, or some combination of zoning thereof. See the attached document entitled Original Overall Layout Plan.

The agreement also included the following provisions:

1. Assurance that the large-lot homes would be “executive level” and designed to attract the higher end of the homebuying market. To this end, the agreement also required Town staff approval of house designs per the private covenants in place through the homeowners’ association.
2. Approval of street pavement widths down to 28 feet.
3. Approval of R-1B Single Family Residential setbacks to the R-1A lots (thus permitting lesser setbacks in the front, rear, and side yards)

In February 2010, the Town approved an Amended Preliminary Plan for the Trails on Sunset Lake (Res. No. 4467) and a related Zoning Map Amendment (Ord. No. 5329). These pertained to areas on the north end of the development, where land was rezoned to R-2 Mixed Residence for additional attached housing along two cul de sacs. These were never built.

In March 2013, the Town Council approved the First Amendment to the Annexation Agreement for the Trails on Sunset Lake (Res. No. 4862) and a related Zoning Map Amendment (Ord. No. 5489). These items pertained to approximately 27.72 acres on the north side of the development. As a result of this approval, both cul de sacs approved in 2010 were eliminated. Although the R-2 zoning remains for the land east of Canyon Creek Road, the land to the west was rezoned to R-1B for development as detached single-family homes and a large green space. Several homes have since been constructed.

Throughout all the above processes, the approximately 20.9 acres at the south end of the Trails on Sunset Lake Subdivision have retained the original Agriculture zoning that was assigned upon its annexation back in 2007. The attached aerial maps outline the 20.9 acres at issue and show the Agriculture zoning. Surrounding zoning includes residential (Bloomington) to the south, Agriculture (County) to the east, and residential (Normal) to the north. There are two churches adjacent to the property at issue as well – one is zoned S-2 Public Lands & Institutions in Normal and one is zoned P-2 Public Lands & Institutions in Bloomington.

## Current Proposal

A new developer would like to build out the south end of the neighborhood in general compliance with the original plan. In short, they propose 15.63 acres of large lot, single-family residences adjacent to the existing large lot residences that have already been built and 5.24 acres of attached, single-family residences adjacent to Ft. Jesse. This requires rezoning to R-1A Single Family Residential and R-2 Mixed Residential, respectively, and obtaining approval of an Amended Preliminary Subdivision Plan.

To accomplish this, they are requesting an amendment to the annexation agreement followed by approval of the zoning map amendment and amended preliminary plan. This second amendment to the annexation agreement includes the following new provisions:

1. Requested zoning map amendment
2. Setback variances for two lots at the south end of the R-2 area (Lots 31 and 32), adjacent to Ft. Jesse, to permit 25-foot rear yards rather than the code-required 35 feet
3. Waiver of the sidewalk requirement on the west side of Blue Aster Way
4. Maintenance of the right-of-way on the west side of Blue Aster Way by the HOA

The new agreement does not require Town approval of house designs.

The remaining provisions from the original agreement remain in place unless in conflict with the new provisions above.

## Discussion

The existing annexation agreement does not expire until 2027. Until then, the developer is entitled to R-1A Single Family Residential and R-2 Mixed Residential zoning and an amended preliminary subdivision plan as currently proposed. Furthermore, the Comprehensive Plan supports residential development in this area and encourages the construction of denser housing types such as that in R-2 zoning districts.

The additional provisions within the agreement are also supported by Town staff.

1. **Setback waivers for Lots 31 and 32.** These proposed waivers are the result of the alignment of Larkspur Lane. The City of Bloomington has jurisdiction over Ft. Jesse in this location, and they control the location of new access points such as Larkspur Lane. The City prefers that Larkspur align with the street on the south side of Ft. Jesse, which requires Larkspur to jog east as it approaches Ft. Jesse. This, in turn, makes Lots 31 and 32 shallower than the rest of the lots and complicates adherence to the code-required setbacks.
2. **Sidewalk waiver and maintenance of the right-of-way.** Staff supports the sidewalk waiver on Blue Aster Way for two reasons. First, there is a significant grade change from north to south in that area, which would require the construction of a retaining wall. Second, there are no houses fronting that stretch of roadway. If a sidewalk were to be built, there would be a long-term maintenance obligation for the retaining wall, and there would be no adjacent neighbors to mow and otherwise maintain that stretch of right-of-way. Eliminating a sidewalk in this location will not create a hardship for any residents, as there will be a sidewalk on the east side of Blue Aster adjacent to the homes. Furthermore, per the amended annexation agreement, the HOA would be responsible for

maintaining (primarily mowing) that strip of right-of-way rather than making it a Town responsibility.

3. **House designs.** The developer plans to adopt strict housing design covenants and has a projected sales prices that will dictate a higher level of design and quality of materials than may otherwise be the case. Town staff involvement in the designs would add an unnecessary layer of approvals and would be difficult to maintain in the long term. Furthermore, to date there has been no staff regulation of house designs at the Trails on Sunset Lake, and the homes have been built to the expected quality level.

On October, 7, 2021, the Planning Commission held a public hearing for the land use matters contained within the amended annexation agreement, specifically the zoning map amendment and the amended preliminary subdivision plan. It is not within the Commission's authority to review the provisions within the agreement not pertaining to land use matters, thus they did not vote on the agreement itself – they voted only on the proposed zoning map amendment and preliminary subdivision plan, which are specifically addressed in the following two Council Action Reports.

However, because the public testimony at the Planning Commission hearing pertains to much of the proposed amended annexation agreement, a summary follows.

Three Trails on Sunset Lake property owners testified. All asked questions on whether the new homes would complement the existing homes, with large lots, high-quality exterior materials, and strong curb appeal. Based on the testimony of the developer and his attorney, the property owners seemed satisfied with that aspect of the plan. Additional questions focused on drainage in the area, the impact on the schools, and the impact on traffic near the subdivision. On the last point, Town staff noted that both Ft. Jesse and the intersection of Ft. Jesse and Airport are under the jurisdiction of the City of Bloomington, which regularly evaluates traffic in this area.

In regard to the land use matters, the Planning Commission voted unanimously (5-0) in favor of both the zoning map amendment and the preliminary subdivision plan with variances for setbacks and the lack of sidewalk on the west side of Blue Aster Way.

For these reasons, Town staff recommends the Town Council approve the Second Amendment to the Annexation Agreement.

---

**Keywords:** Second Amendment to the Annexation Agreement; Trails on Sunset Lake

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE SECOND AMENDMENT TO THE ANNEXATION AGREEMENT FOR THE TRAILS ON SUNSET LAKE SUBDIVISION (NORTHEAST CORNER OF AIRPORT AND FT. JESSE)

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.

WHEREAS, On 19 March 2007, the Town entered into an annexation agreement concerning the proposed Trails on Sunset Lake development by Resolution 4006. That agreement was amended in 2013 by Resolution 4862. In addition to annexation, that agreement contained provisions concerning land use and construction requirements.

WHEREAS, A successor owner of property within the development has requested a further amendment to the annexation agreement in order to foster completion of the development.

WHEREAS, After notice and hearing as required by law, the Normal Planning Commission, on 07 October 2021, recommended approval of the land-use changes addressed in the amendment.

WHEREAS, After notice and hearing as required by law, the President and Board of Trustees find it in the best interest of the health, safety and welfare of the citizens of Normal to further amend the annexation agreement.

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

SECTION 1. The *Second Amendment to Annexation Agreement* between the Town of Normal and BNIG Twin City Capital, LLC is approved, and the President is authorized and directed to execute, for and on behalf of the Town of Normal, the *Second Amendment to Annexation Agreement*, which is attached to and incorporated in this resolution.

SECTION 2. The Town Clerk is authorized and directed to attest the signature of the President on the *Second Amendment to Annexation Agreement* and to file a copy of that document with the McLean County Recorder of Deeds.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

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

ATTEST:

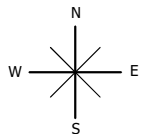
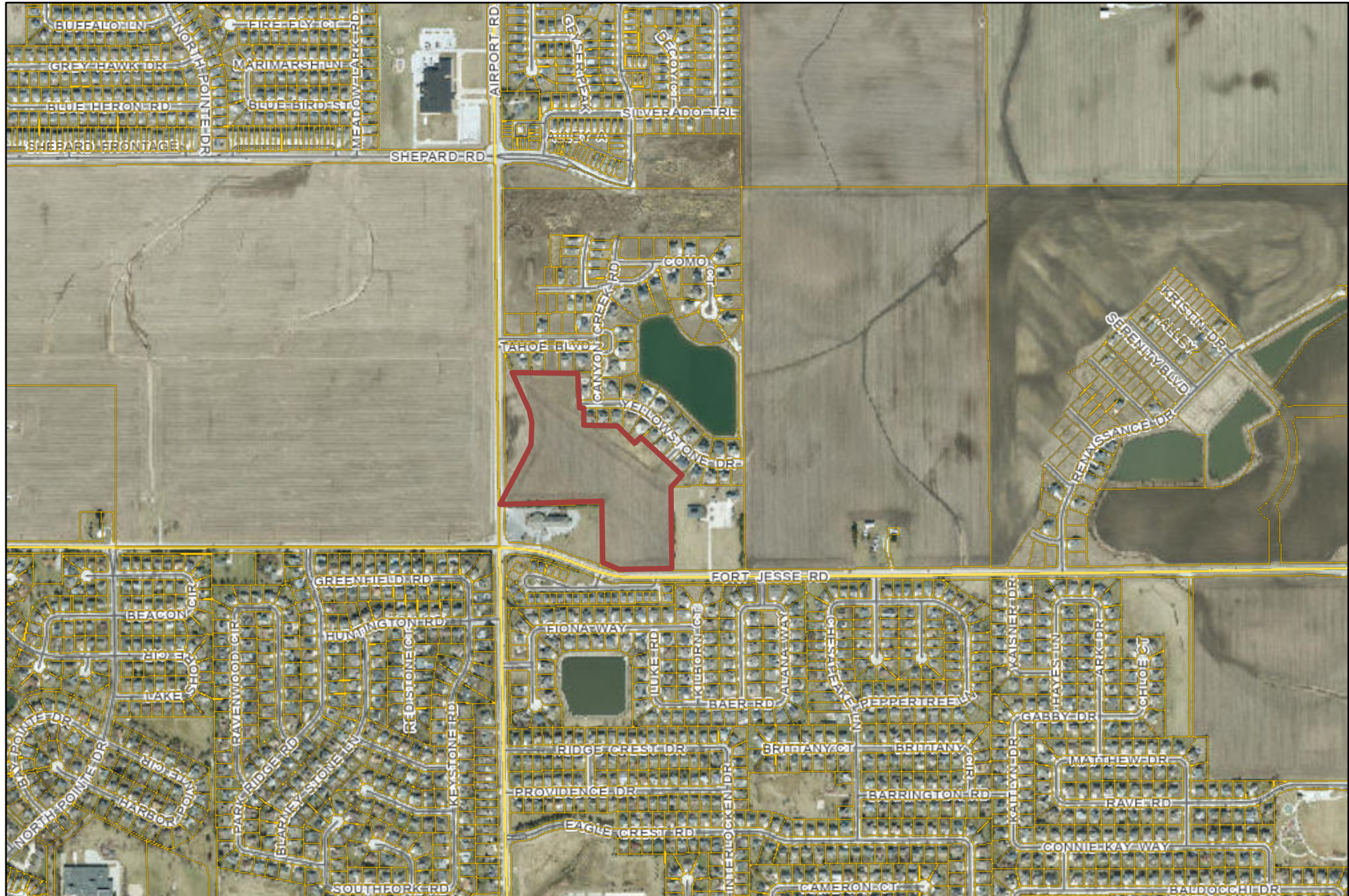
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Town Clerk  
(Seal)

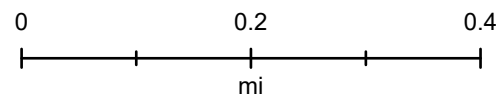


9/30/2021

# Trails on Sunset Lake



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



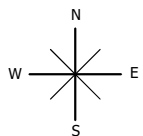
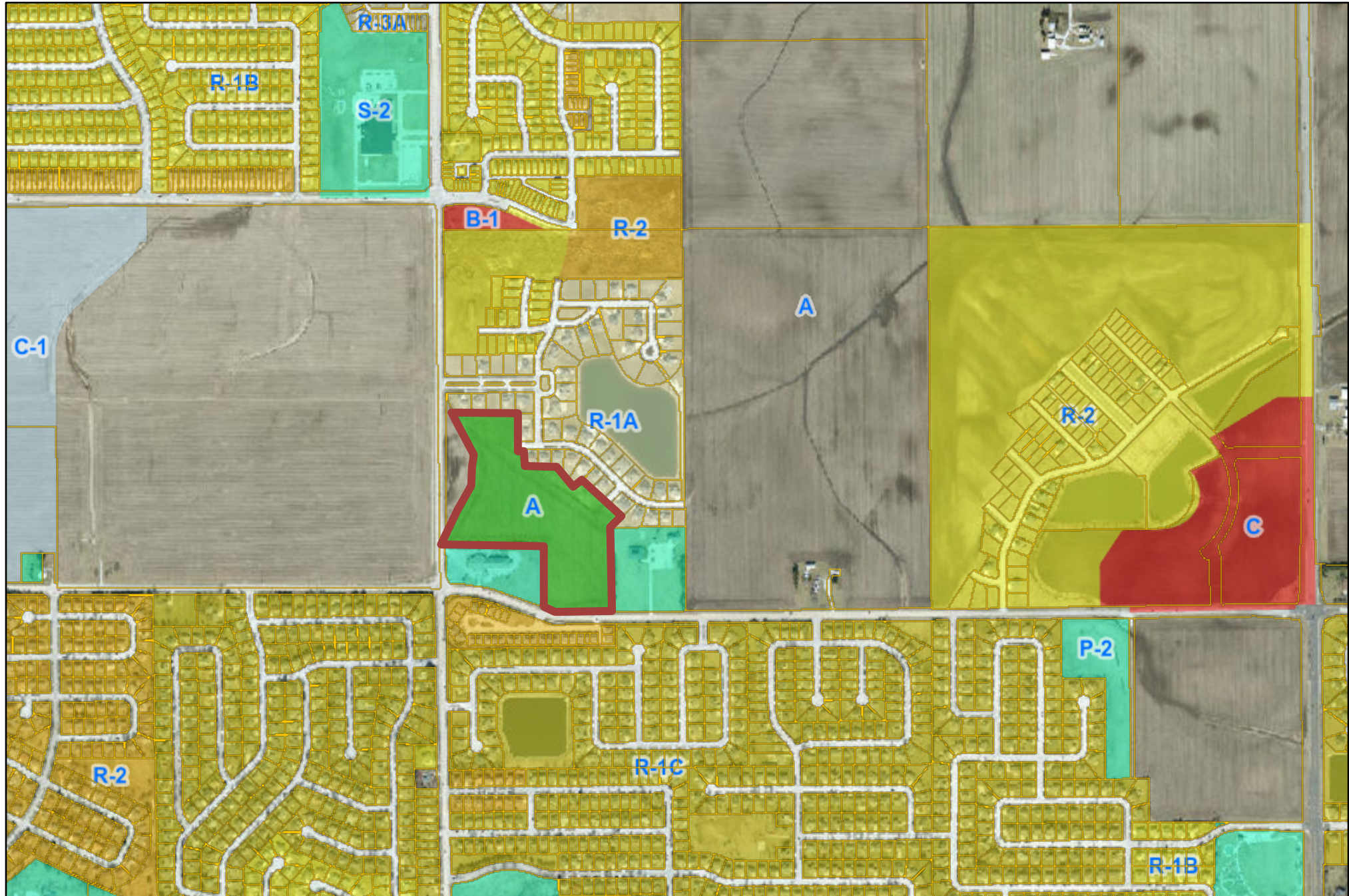
1 inch = 1,161 feet



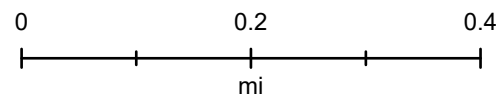


10/14/2021

# Trails on Sunset Lake



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



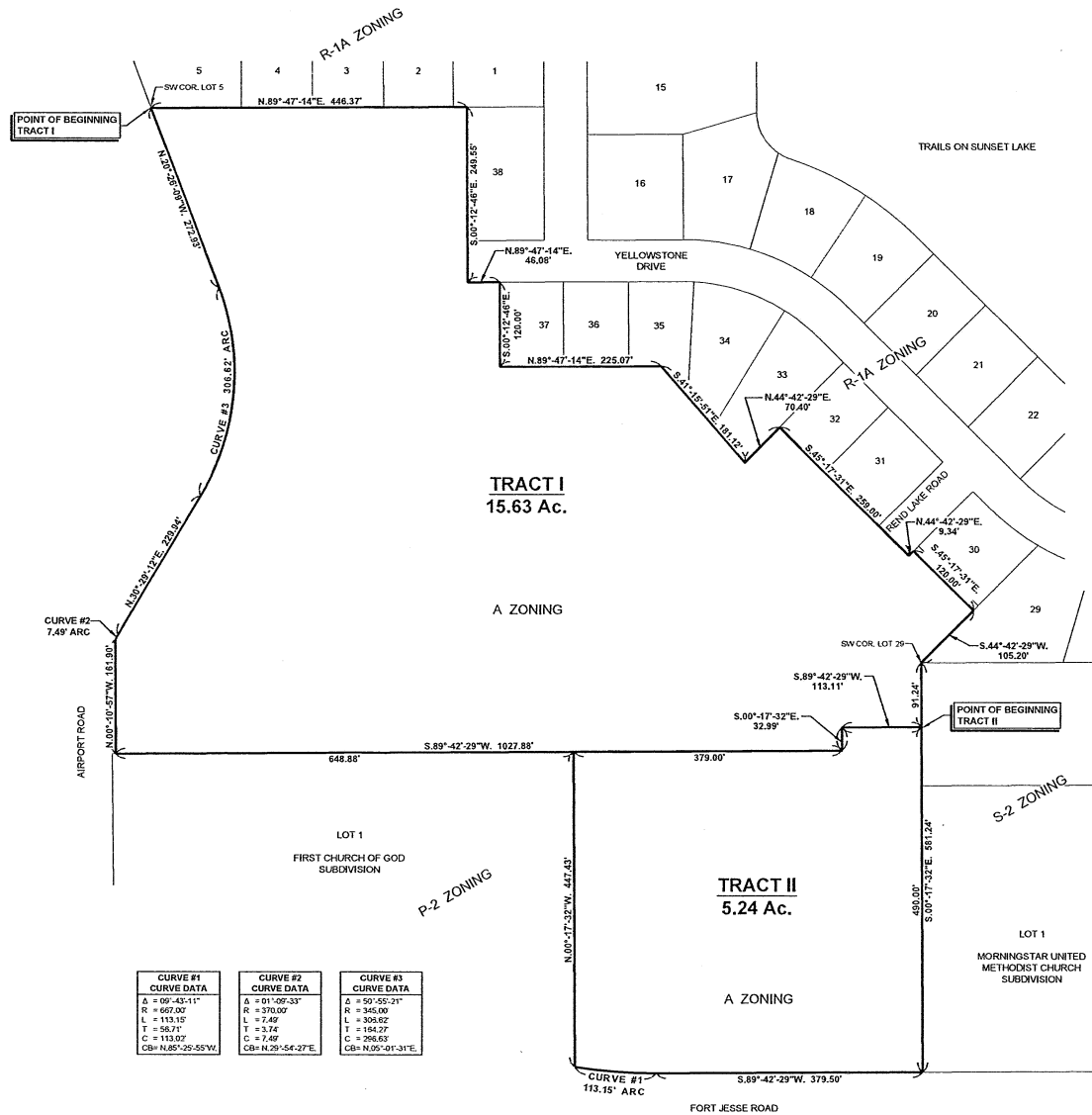
1 inch = 1,161 feet



08/27/2021	
REVISED	-
-	-
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-	-
SA	909,920
DRA	M8
DGL	
APP	DP6

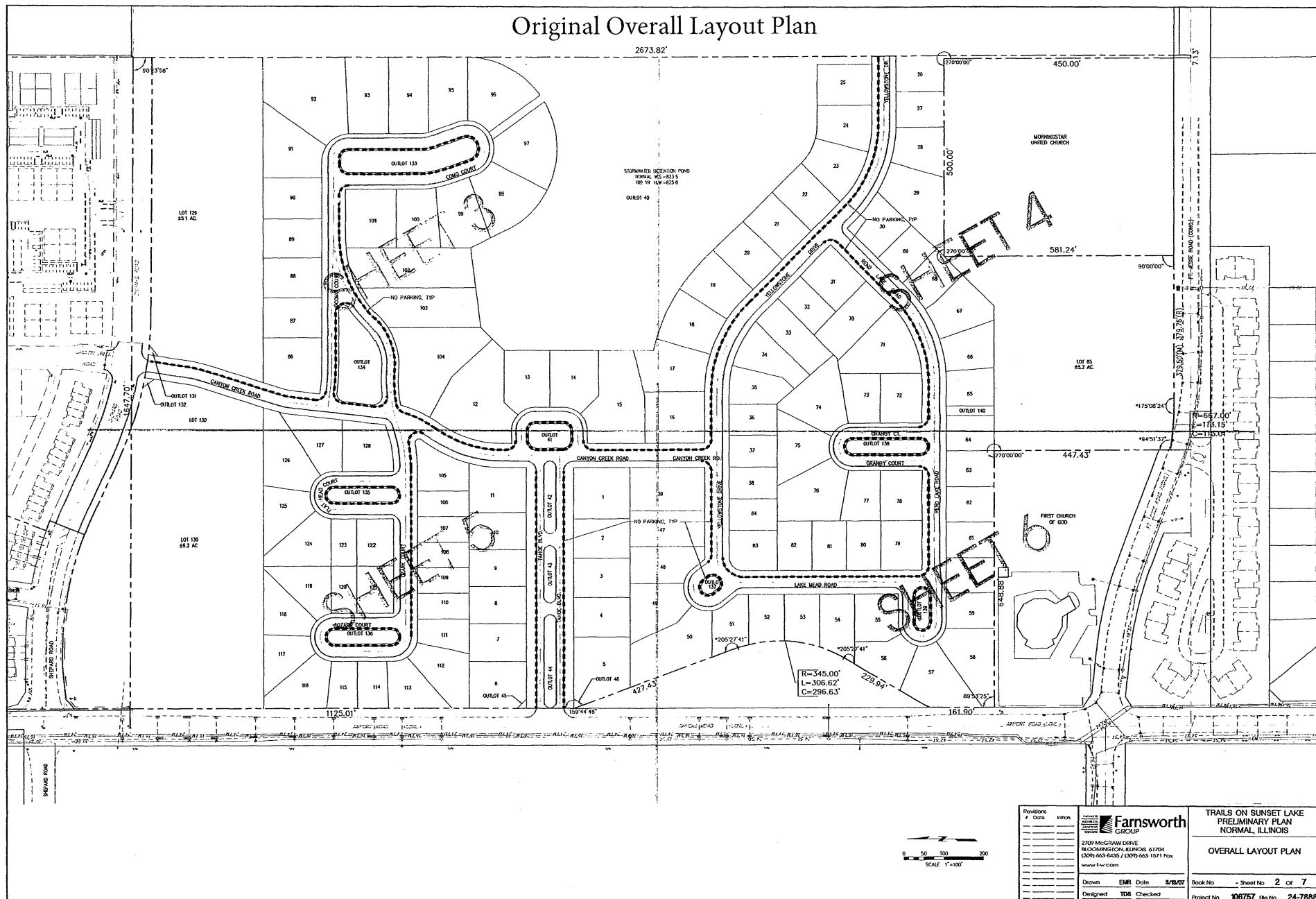
ZONING EXHIBIT  
TRAILS ON SUNSET LAKE 3rd ADDITION  
NORMAL, ILLINOIS

SHEET  
1  
OF 1  
JOB #  
45128.081





# Original Overall Layout Plan



Plot Area: 1000000 sq ft  
 Date: 11/11/2007  
 Time: 11:11:20 am  
 User: [Name]  
 Path: [Path]  
 Project: [Project]  
 Sheet: [Sheet]

Revisions		Farnsworth GROUP		TRAILS ON SUNSET LAKE PRELIMINARY PLAN NORMAL, ILLINOIS	
1	Date	11/11/2007	2209 McGRAW DRIVE ROCKFORD, ILLINOIS 61104 (815) 663-8435 / (815) 663-1571 Fax www.farnsworth.com	OVERALL LAYOUT PLAN	
2	Drawn	EMR	Date	3/16/07	Book No. - Sheet No. 2 of 7
3	Designed	TDS	Checked		Project No. 106757 File No. 24-7858

OWNER: AUDREY WEBER TRUST DATED JUNE 30, 1989  
THOMAS WEBER & REBECCA BROWN, CO-TRUSTEES  
4203 EAST RAAB ROAD  
NORMAL, IL 61761  
PHONE: (309) 824-2832

DEVELOPER: WOODBINE INVESTMENT GROUP, LLC  
27 YOTZONOT DRIVE  
BLOOMINGTON, IL 61705  
ATTN: RATHNAKUMAR RAMACHANDRAN  
PHONE: (309) 826-9116

ATTORNEY: WOOD, DEVARY & ARMSTRONG  
SUITE 400  
BLOOMINGTON, IL 61701  
ATTN: DAVID ARMSTRONG  
PHONE: (309) 827-0044

# AMENDED PRELIMINARY PLAN FOR A PORTION OF TRAILS ON SUNSET LAKE SUBDIVISION

PART OF THE W.1/2 OF THE SW.1/4 OF SEC. 19, T.24N., R.3E.,  
3P.M., TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS

## LEGAL DESCRIPTION

A part of the W1/2 of the SW1/4 of Section 19, Township 24 North, Range 3 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 5 in Trails on Sunset Lake according to the Plat thereof recorded as Document No. 2006-29223 in the McLean County Recorder of Deeds Office, said point being on the centerline of the former public road; thence N.89°-47'-14"E, 446.37 feet on the south line of Lots 1-5 to the northwest corner of Lot 38 in said Trails on Sunset Lake; thence S.00°-12'-49", 249.55 feet on the west line of said Lot 38 and the southerly extension thereof to the south right of way line of Yellowknife Drive; thence N.89°-47'-14"E, 46.08 feet on said south right of way line to the northwest corner of Lot 37 in said Trails on Sunset Lake; thence S.00°-12'-46"E, 120.00 feet to the southwest corner of said Lot 37; thence N.89°-47'-14"E, 225.07 feet on the south line of Lots 35-37 in said Trails on Sunset Lake; thence S.41°-15'-51"E, 191.12 feet on the southwesterly line of Lots 33-35 in said Trails on Sunset Lake to the south corner of said Lot 33; thence N.44°-42'-29"E, 70.40 feet on the southeasterly line of said Lot 33 to the west corner of Lot 32 in said Trails on Sunset Lake; thence S.45°-17'-31"E, 259.00 feet on the southwesterly line of Lots 31 and 32 and the southeasterly extension thereof to the southeast right of way line of Rend Lake Road; thence N.44°-42'-29"E, 9.34 feet on said southeast right of way line to the west corner of Tract 2 conveyed in a Warranty Deed recorded as Document No. 2013-20763 in said Recorder's Office; thence S.45°-17'-31"E, 120.00 feet to the south corner of said Tract 2, on the northwest line of Lot 29 in said Trails on Sunset Lake; thence S.44°-42'-29"W, 105.20 feet to the southwest corner of said Lot 29, also being the northwest corner of a tract of land conveyed to Morningstar United Methodist Church and recorded as Document No. 95-6234 in said Recorder's Office; thence S.00°-17'-32"E, 581.24 feet on the west line of said tract conveyed in Document No. 95-6234 and the southerly extension thereof to the southwest corner of Lot 1 in Morningstar United Methodist Church Subdivision according to the Plat thereof recorded as Document No. 89-373 in said Recorder's Office, on the north right of way line as conveyed to the City of Bloomington and recorded as Document No. 84-139 in said Recorder's Office; thence northwesterly on said north right of way line 113.15 feet on a tangential curve concave the northeast having a central angle of 09°-43'-11", a radius of 667.00 feet and a chord of 113.02 feet bearing N.85°-25'-55"W, from the last described course to the east line of Lot 1 in First Church of God Subdivision - Amended Final Plat recorded as Document No. 93-6486 in said Recorder's Office; thence N.00°-17'-32"W, 447.43 feet to the northeast corner of said Lot 1; thence S.89°-42'-29"W, 648.88 feet on the north line of said Lot 1 to a point lying 5 feet east of the northwest corner of said Lot 1, said point also lying 48 feet normally distant east of the west line of the SW1/4 of Section 19; thence N.00°-10'-57"W, 161.90 feet parallel with the west line of the SW1/4 of said Section 19 to the centerline of the former public road; thence northeasterly along said former road centerline 7.49 feet on a non-tangential curve concave to the southeast having a central angle of 01°-09'-35", a radius of 370.00 feet and a chord of 7.49 feet bearing N.29°-54'-27"E, from the last described course; thence N.30°-29'-12"E, 229.94 feet along said former road centerline; thence northerly along said former road centerline 306.62 feet on a tangential curve concave to the west having a central angle of 50°-55'-21", a radius of 245.00 feet and a chord of 296.63 feet bearing N.05°-01'-31"E, from the last described course; thence N.20°-26'-09"W, 272.93 feet along said former road centerline to the Point of Beginning containing 20.87 acres, more or less, with assumed bearings given for description purposes only.

## PRELIMINARY PLAN NOTES

- THIS SITE CONTAINS 20.87 ACRES AND IS TO BE SUBDIVIDED INTO 87 LOTS AND 3 OUTLOTS. LOTS 39-73 SHALL BE ZONED R-1.32 AND LOTS 74-87 SHALL BE ZONED R-2.
- TOPOGRAPHIC INFORMATION IS FROM SURVEYS MADE BY LEWIS, YOCKEY & BROWN, INC. DATED 2013 AND 2021.
- NO PORTION OF THIS PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL 170502 0318E MAP #171130318E REVISED JULY 14, 2008.
- ALL STREETS ARE TO BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAY AND DEDICATED TO THE TOWN OF NORMAL.
- ON-STREET PARKING SHALL BE PROHIBITED ON ONE SIDE OF THE STREETS AS SHOWN ON THE KEY SHEET OF THE PRELIMINARY PLAN.
- THERE SHALL BE NO ACCESS FROM LOTS 41-49 ALONG AIRPORT ROAD AND FROM LOTS 14, 15 AND 32 ALONG FT. JESSE ROAD.
- OUTLOTS 100-102 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- OUTLOTS SHALL BE GENERAL PURPOSE UTILITY EASEMENTS.
- SANITARY SEWERS, STORM SEWERS, AND WATER MAINS SHALL BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAY OR EASEMENTS AND DEDICATED TO THE TOWN OF NORMAL. ALL RESIDENTIAL UNITS SHALL HAVE "OVERHEAD" SANITARY SEWER SERVICES INSTALLED.
- SANITARY SEWER FOR LOTS 39-73 SHALL DRAIN TO THE EXISTING LIFT STATION LOCATED ON OUTLOT 47 THAT IS OWNED AND MAINTAINED BY THE TOWN OF NORMAL.
- SANITARY SEWERS FOR LOTS 1-32 SHALL OUTLET TO PUBLIC FACILITIES OWNED AND OPERATED BY THE CITY OF BLOOMINGTON.
- STORM WATER SHALL BE DIRECTED TO THE "WET-BOT TOMED" DETENTION BASIN LOCATED IN THE TOWN LAKE SUBDIVISION, PREVIOUSLY CONSTRUCTED TO ACCEPT SAID STORM WATER, AND A FEE IN USE OF DETENTION SHALL BE PAID TO THE CITY OF BLOOMINGTON.
- ALL LOTS SHALL BE SERVICED BY A PUMP AND DISCHARGE LINE.
- DRAINAGE CALCULATIONS, CROSS SECTIONS OF PROPOSED DRAINAGE WAYS, LOT DRAINAGE, PUMP AND DISCHARGE LINES, AND EROSION CONTROL PLAN WILL BE SUBMITTED AS A PART OF THE CONSTRUCTION PLANS TO BE APPROVED BY THE TOWN ENGINEER.

## PRELIMINARY PLAN WAIVERS REQUESTED

- A WAIVER IS REQUESTED TO STREET WIDTH OF 29 FEET FROM BACK OF CURB TO BACK OF CURB IN LIEU OF 31 FEET BACK TO BACK.
- A WAIVER IS REQUESTED TO ALLOW 6-18 MINIMUM LOT SQUARE FOOTAGE, BUILDING SETBACK, AND YARD REQUIREMENTS FOR FRONT, SIDE, AND REAR YARDS FOR ALL R-1A LOTS (LOTS 39-73).
- A WAIVER IS REQUESTED OF 10 FEET FROM THE REQUIRED 35-FEET REAR YARD OF R-2 LOTS 31 AND 32 TO ALLOW A 25-FEET REAR YARD.
- A WAIVER IS REQUESTED TO ALLOW SIDEWALK ON ONE SIDE OF THE STREET ONLY (EAST SIDE) ALONG BLUE ASTER WAY.

## PLANNING COMMISSION ACTION

A HEARING WAS HELD FOR THE SUBDIVISION SHOWN HEREON AND THE FOLLOWING ACTION WAS TAKEN:

DATE \_\_\_\_\_, 20\_\_

BY \_\_\_\_\_  
CHAIRPERSON, NORMAL PLANNING COMMISSION

## NOTICE OF APPROVAL OF PRELIMINARY PLAN

"NOTICE IS HEREBY GIVEN THAT THE PRELIMINARY PLAN OF THE SUBDIVISION SHOWN HEREON HAS RECEIVED APPROVAL BY THE BOARD OF TRUSTEES OF NORMAL, ILLINOIS, UPON COMPLIANCE BY THE SUBDIVIDER WITH REQUIREMENTS OF QUALIFICATIONS GOVERNING THE APPROVAL OF PRELIMINARY PLANS WITH OTHER REVISIONS AND STIPULATIONS THAT MAY BE REQUIRED. THE BOARD OF TRUSTEES WILL RECEIVE THE FINAL PLAN FOR CONSIDERATION WHEN SUBMITTED BY THE SUBDIVIDER IN SUCH FORM AND WITHIN SUCH TIME AS REQUIRED BY THIS CODE."

THE BOARD OF TRUSTEES OF NORMAL, ILLINOIS

DATE \_\_\_\_\_, 20\_\_

BY \_\_\_\_\_  
PRESIDENT

ATTEST \_\_\_\_\_  
TOWN CLERK

I, JASON T. STEPHENS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2859, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PLAT SHOWN HEREON IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION.

Jason T. Stephens  
DATE 09/03/2021  
J.T.S. NO. 2859

THIS PRELIMINARY PLAT WAS PREPARED BY LEWIS, YOCKEY & BROWN, INC., 505 NORTH MAIN STREET, BLOOMINGTON, ILLINOIS.

Erin L. Estabrook  
DATE 09/03/2021  
ILPE NO. 51548

## LEGEND

- BOUNDARY OF SUBJECT PREMISES
- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- MAG NAIL
- EASEMENT LIMITS
- EXISTING BUILDING
- EXISTING FENCE
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY SEWER
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER MAIN
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- EXISTING STORM CLEANOUT
- EXISTING FLARED END SECTION
- EXISTING STORM SEWER
- EXISTING LIGHT POLE
- UTILITY POLE
- HANDHOLE
- ELECTRICAL PEDESTAL
- TELEPHONE PEDESTAL
- CATV PEDESTAL
- FIBER OPTIC LINE MARKER
- NICOR WITNESS POST
- GAS VALVE
- GAS MANHOLE
- GAS
- OVERHEAD ELECTRIC
- SIGN
- SPRINKLER VALVE
- MALIBOX
- WOODEN POST
- DECIDUOUS TREE < 6" DIAMETER
- CONIFEROUS TREE < 6" DIAMETER
- LANDSCAPED AREA
- EXISTING CONTOUR
- EXISTING FLOOD ROUTE
- PROPOSED NO PARKING
- BUILDING SETBACK (25' UNLESS OTHERWISE NOTED)
- PROPOSED OR EXISTING INVERT
- PROPOSED OR EXISTING FLOW/DIRECTION
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED HYDRANT
- PROPOSED WATER VALVE
- PROPOSED WATER MAIN
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- PROPOSED STORM SEWER
- PROPOSED LIGHT POLE
- PROPOSED PAVEMENT ELEVATION
- PROPOSED FLOOD ROUTE

## INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	KEY SHEET
3 - 4	PLAN SHEET

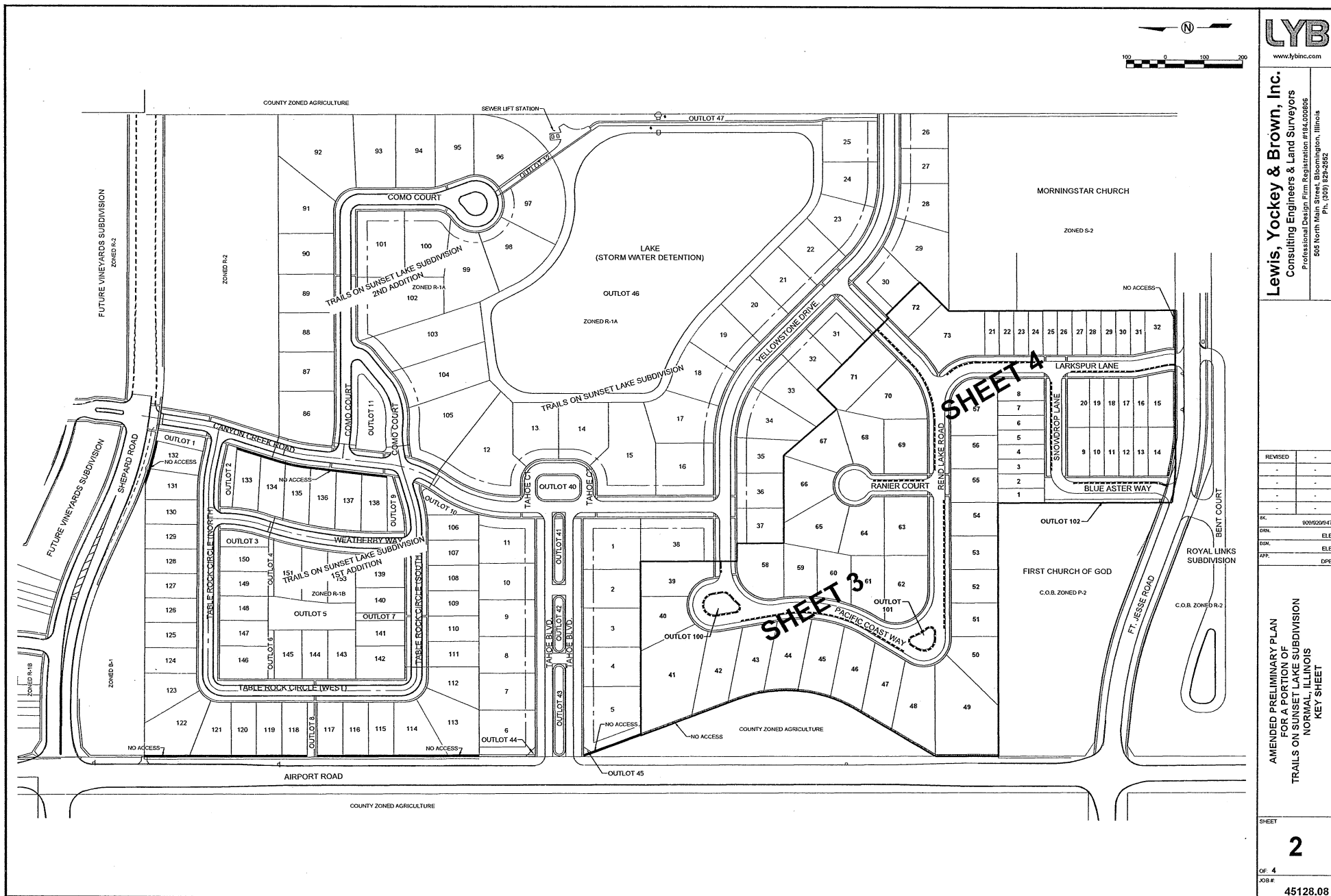
LYB  
www.lybinc.com

Lewis, Yockey & Brown, Inc.  
Consulting Engineers & Land Surveyors  
Professional Design Firm Registration #164000808  
505 North Main Street, Bloomington, Illinois  
Ph. (309) 826-2692

REVISED	-
DATE	9/30/2021
BY	ELB
APP.	OPB

AMENDED PRELIMINARY PLAN  
FOR A PORTION OF  
TRAILS ON SUNSET LAKE SUBDIVISION  
NORMAL, ILLINOIS  
COVER SHEET

SHEET  
1  
OF 4  
JOB #  
45128.081



**LYB**  
www.lybinc.com

**Lewis, Yockey & Brown, Inc.**  
Consulting Engineers & Land Surveyors  
Professional Design Firm Registration #184.000806  
505 North Main Street, Bloomington, Illinois  
PH: (309) 825-2492

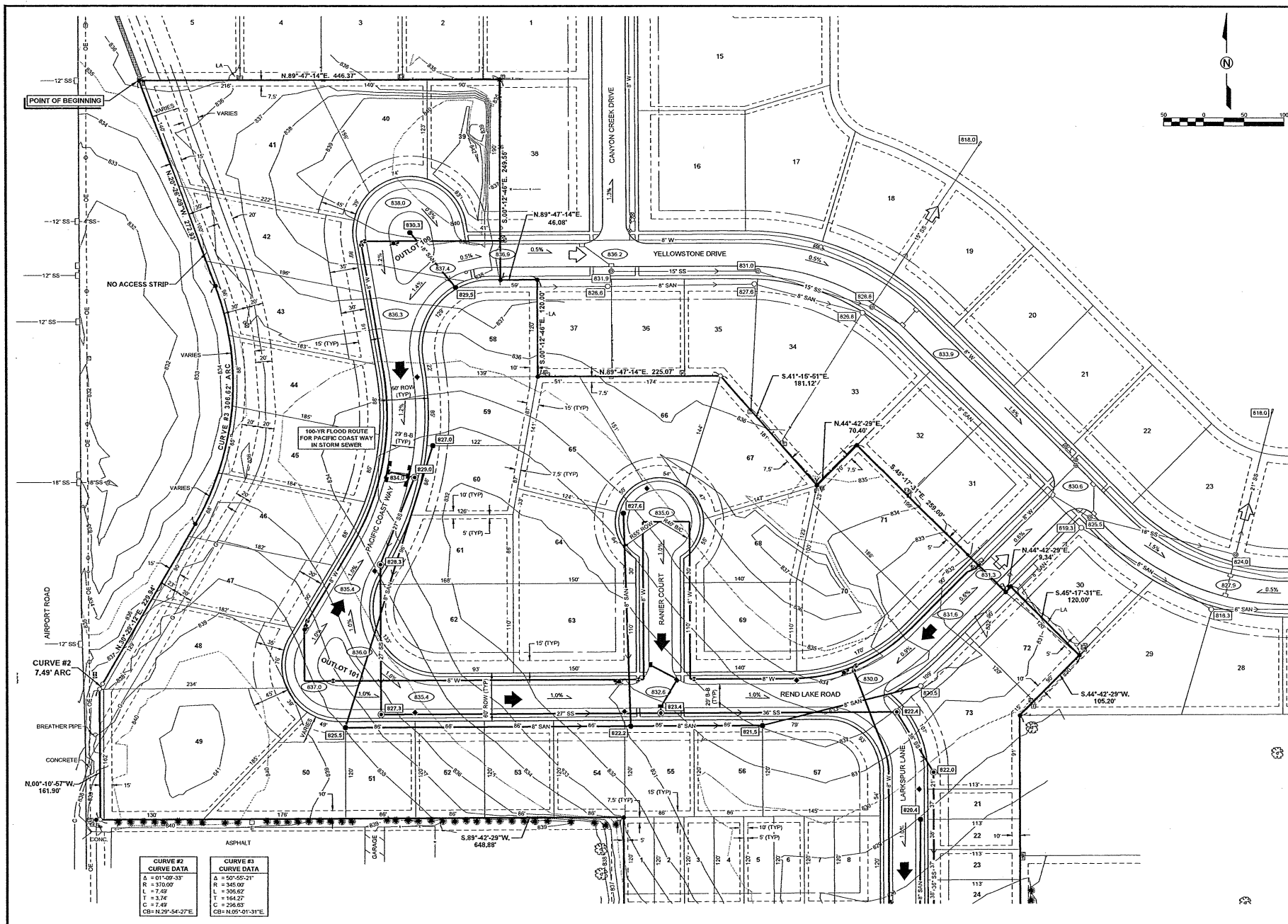
REVISED	

DATE	09/09/2009	BY	ELB
DATE		BY	ELB
DATE		BY	DPB

AMENDED PRELIMINARY PLAN  
FOR A PORTION OF  
TRAILS ON SUNSET LAKE SUBDIVISION  
NORMAL, ILLINOIS  
KEY SHEET

SHEET  
**2**  
OF 4  
JOB #  
45128.08





LYB  
www.lybinc.com

**Lewis, Yockey & Brown, Inc.**  
Consulting Engineers & Land Surveyors  
Professional Design Firm Registration #14-000986  
505 North Main Street, Bloomington, Illinois  
708.839.4384

REVISED	

AMENDED PRELIMINARY PLAN  
FOR A PORTION OF  
TRAILS ON SUNSET LAKE SUBDIVISION  
NORMAL, ILLINOIS  
PRELIMINARY PLAN

SHEET  
**3**  
OF 4  
JOB #  
45128.08

REVISED	-
DATE	-
BY	-
CHK	-
APP	-

AMENDED PRELIMINARY PLAN  
FOR A PORTION OF  
TRAILS ON SUNSET LAKE SUBDIVISION  
NORMAL, ILLINOIS  
PRELIMINARY PLAN

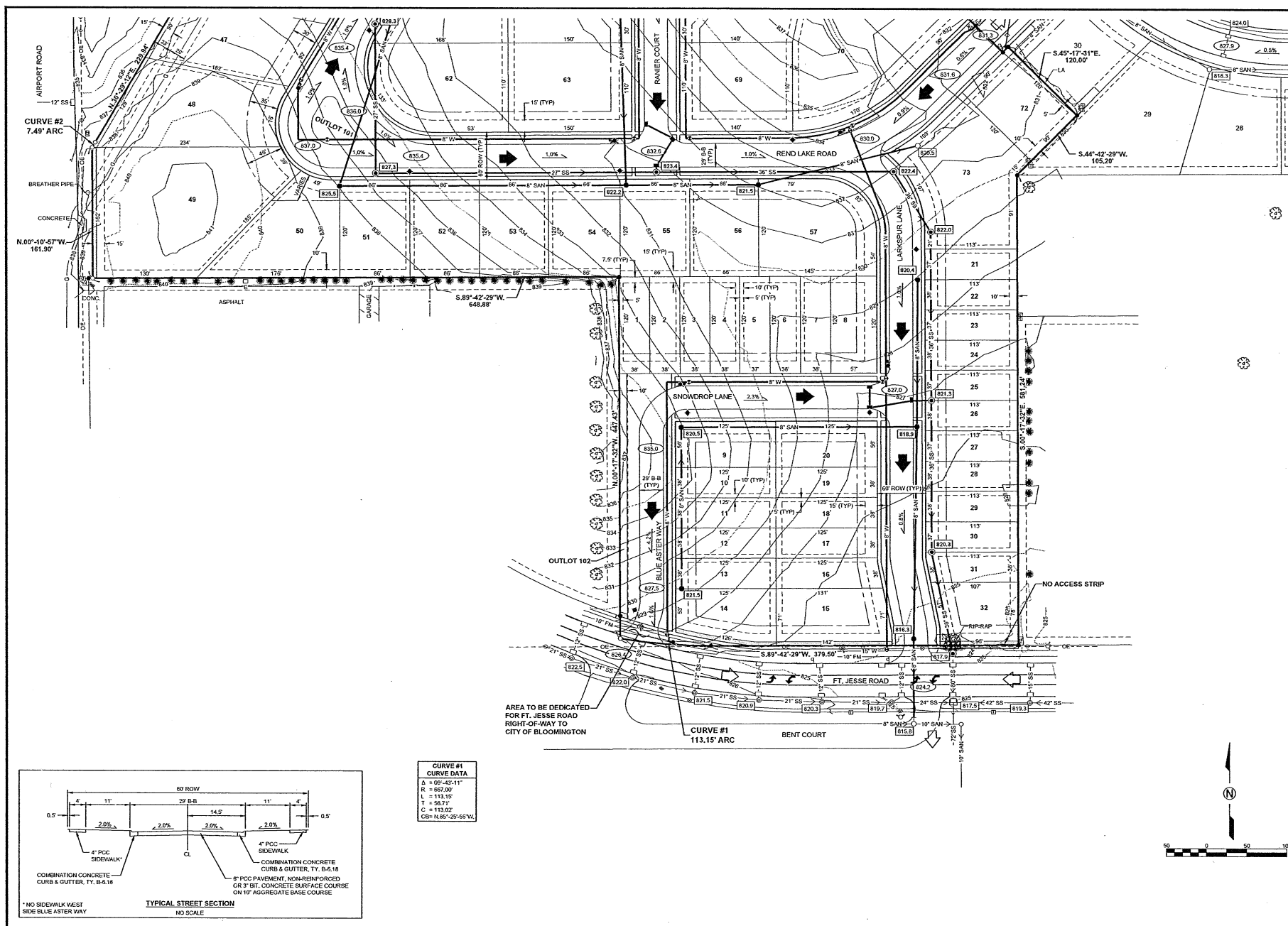
SHEET

4

OF 4

JOB #

45128.08



## **Second Amendment to Annexation Agreement**

This amendment is dated 20 October 2021 and is between the Town of Normal, an Illinois home-rule municipal corporation ("**Town**") and BNIG Twin City Capital, LLC, an Illinois limited liability company ("**BNIG**").

On 19 March 2007, the Town entered into an annexation agreement with the Audrey A Weber Trust, Weber Estates Investments, LLC, and Trails on Sunset Lake, LLC ("**2007 Agreement**") by Resolution 4006.

The 2007 Agreement was amended on 18 March 2013 by Resolution 4862 ("**2013 Amendment**." The 2007 Annexation Agreement as amended by the 2013 Amendment, the "**Annexation Agreement**.")

BNIG is the contract purchaser for a portion of the property under the Annexation Agreement ("**BNIG Property**"). As such, BNIG is the successor in interest to the Annexation Agreement.

The Town and BNIG desire to further amend the Annexation Agreement with respect to the BNIG Property.

Notice and hearing for this amendment have been given as required by law.

The parties therefore amend the Annexation Agreement as follows:

- 1. Application.** This amendment applies only to the BNIG Property, as set forth in Exhibit A.
- 2. Zoning.**
  - 2.1. The BNIG Property will be zoned as follows:
    - 2.1.1. Tract 1 as described on Exhibit A will be zoned R-1A (Single Family Residence District).
    - 2.1.2. Tract 2 as described on Exhibit A will be zoned R-2 (Mixed Residence District).
  - 2.2. A public hearing required for rezoning was held before the Normal Planning Commission on 07 October 2021.
- 3. Waivers.** The following zoning waivers are hereby granted:
  - 3.1. The R-1B requirements for building setbacks, lot width, square footage, and front, side, and rear yards will apply to the R-1A zoning area.
  - 3.2. The Bulk Rear Yard requirements for Lots 31 and 32 on Exhibit A are reduced from 35 feet to 25 feet.
  - 3.3. No sidewalk is required on the west side of Blue Aster Way.

4. **Building requirements.** The building requirements set forth in Exhibit I of the Annexation Agreement do not apply to the BNIG Property.
5. **Maintenance.** The maintenance of Outlot 102 and the Town of Normal right-of-way west of Blue Aster Way will be the responsibility of BNIG or its successor and assigns, including any home owner's association.

---

All other provisions of the Annexation Agreement will remain. The parties are signing this amendment as of the date set forth in the introductory clause.

BNIG TWIN CITY CAPITAL, LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

TOWN OF NORMAL

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



# Town Council Action Report

October 18, 2021

## Ordinance Rezoning Property in the Town of Normal - Trails on Sunset Lake Subdivision (Northeast Corner of Airport and Ft. Jesse)

**Prepared By:** Mercy Davison, Town Planner

**Reviewed By:** Pamela S. Reece, City Manager  
 Brian Day, Corporation Counsel  
 Greg Troemel, Director of Inspections

**Staff Recommendation:** Approval

**Planning Commission Recommendation:** Approval (5-0)

**Attachments:** Proposed Ordinance; Aerial Map; Zoning Map; Zoning Exhibit; Minutes of the October 7, 2021, Planning Commission meeting are included in the Addendum.

### Community Impact

By rezoning this property, the Trails on Sunset Lake development will be permitted to move forward. The further development of this neighborhood will help meet the increasing demand for housing in Normal.

**Budget Impact:** N/A

### Strategic Alignment



[Housing – Comprehensive Plan](#)  
[Economic Vitality – Comprehensive Plan](#)

### Background

This is the second of three reports pertaining to the Trails on Sunset Lake.

The Trails on Sunset Lake is an 83 +/- acre development located at the northeast corner of Airport Road and Fort Jesse, just south of the Vineyards Subdivision. The Town approved an annexation agreement for this development in March 2007 (Res. No. 4006) along with a preliminary subdivision plan in May 2007 (Res. No. 4039).

The previous report provides a lengthy description of the history of the Trails' public process. Notably, none of the approvals obtained since 2007 have pertained to the approximately 20.9 acres at the south end of the Trails on Sunset Lake Subdivision, an area that has retained its original Agriculture zoning that was assigned upon its annexation. The attached aerial maps outline the 20.9 acres at issue and show the zoning within and surrounding the Trails on Sunset Lake.

### **Current Proposal**

A new development group has purchased the 20.9 +/- acres at the south side of Trails on Sunset Lake. They would like to build out the neighborhood in general compliance with the original concept plan and Preliminary Subdivision Plan. In short, they propose 15.63 acres of large lot, single-family residences adjacent to the existing large lot residences that have already been built and 5.24 acres of attached, single-family residences adjacent to Ft. Jesse. This requires rezoning to R-1A Single Family Residential and R-2 Mixed Residential, respectively.

These proposed zoning classifications are in accordance with the zoning already approved in the annexation agreement.

### **Discussion**

This property is subject to an annexation agreement, in which the developer is entitled to R-1A Single Family Residential and R-2 Mixed Residential zoning as currently proposed. Furthermore, the Comprehensive Plan supports residential development in this area and encourages the construction of denser housing types such as that in R-2 zoning districts.

The Planning Commission held a public hearing for the proposed zoning map amendment on October 7, 2021. Three Trails on Sunset Lake property owners testified, focusing on the degree to which the new homes would be in keeping with the high-end homes already built within the Trails along with asking questions about drainage, traffic impacts, and the impact on the schools.

Those testifying seemed satisfied with the testimony of the developer and his attorney, who assured the neighbors that the new homes would be built at the same quality level and sold at a similar price point. Staff noted that drainage design is addressed by Code and reviewed by Town engineers. Town staff also noted that both Ft. Jesse and the intersection of Ft. Jesse and Airport are under the jurisdiction of the City of Bloomington, which regularly evaluates traffic in this area.

Following the close of public testimony, the Planning Commission voted 5-0 in support of the zoning map amendment as proposed.

For these reasons, Town staff recommends the Town Council approve the zoning map amendment from Agriculture to R-1A Single Family Residential and R-2 Mixed Residence as shown on the zoning exhibit.

---

**Keywords:** Zoning Map Amendment; Trails on Sunset Lake



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

ORDINANCE REZONING PROPERTY IN THE TOWN OF NORMAL -  
TRAILS ON SUNSET LAKE SUBDIVISION (NORTHEAST CORNER OF  
AIRPORT AND FT. JESSE)

WHEREAS, The Town of Normal is a home rule unit of local government with authority to legislate in matters pertaining to its local government and affairs.

WHEREAS, The Town of Normal has enacted a comprehensive Zoning Code incorporated as Chapter 15 of the Municipal Code, Town of Normal, Illinois, 1969, as amended.

WHEREAS, After notice and hearing as provided by law, the Normal Planning Commission, on 07 October 2021, recommended the rezoning of the properties located at the Trails on Sunset Lake Subdivision from A (Agriculture) to R-1A (Single Family Residential) and (R-2 Mixed Residence).

WHEREAS, It is in the best interest of the health, safety, and welfare of the citizens of Normal to approve the requested zoning change.

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

SECTION 1. This ordinance pertains to the property as identified on the exhibit titled *Zoning Exhibit Trails On Sunset Lake 3rd Addition*, dated 27 August 2021 ("Zoning Exhibit"), which is incorporated into this resolution by reference.

SECTION 2. Tract 1 as identified on the Zoning Exhibit is hereby rezoned from A (Agriculture) to R-1A (Single Family Residential). Tract 2 as identified on the Zoning Exhibit is hereby rezoned from A (Agriculture) to (R-2 Mixed Residence). The Zoning Map for the Town of Normal is hereby amended accordingly.

SECTION 3. The report and recommendation of the Planning Commission is received, approved, and placed on file.

SECTION 4. The Town Clerk is directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance will become effective 10 days after the date of its publication.

SECTION 6. 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)

This ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on \_\_\_\_\_, 2021, with \_\_\_\_\_ voting aye; \_\_\_\_\_ abstaining; \_\_\_\_\_ voting nay; and \_\_\_\_\_ absent.

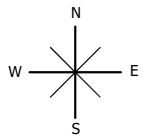
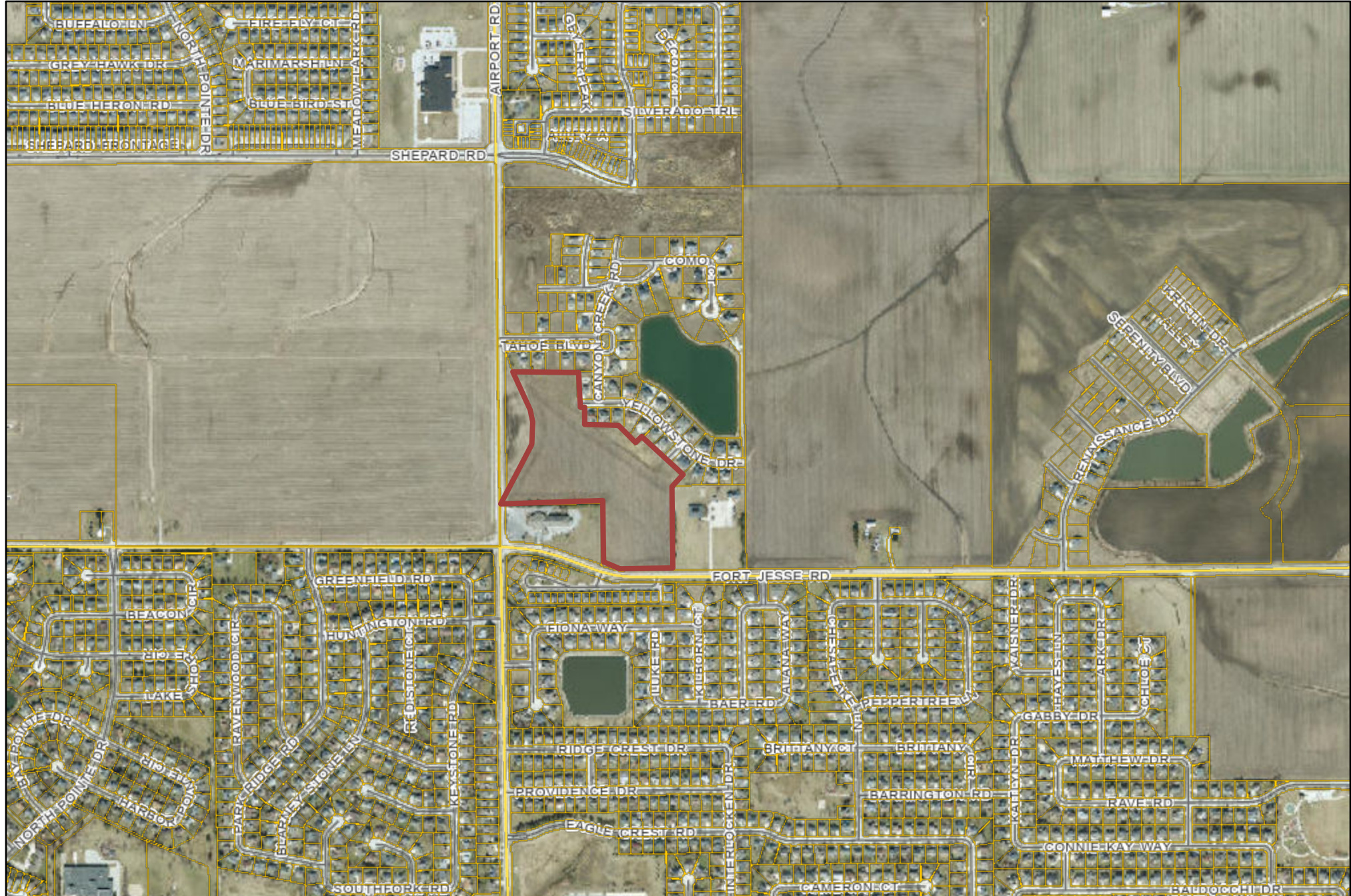
	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilman McCarthy				Councilwoman Smith			
Councilman Preston				Councilman Nord			
Councilwoman Lorenz				Mayor Koos			
Councilwoman Cummings							

This ordinance was approved by the President on \_\_\_\_\_, 2021.

This ordinance was published in pamphlet form on \_\_\_\_\_, 2021.

9/30/2021

# Trails on Sunset Lake



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



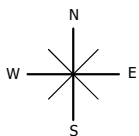
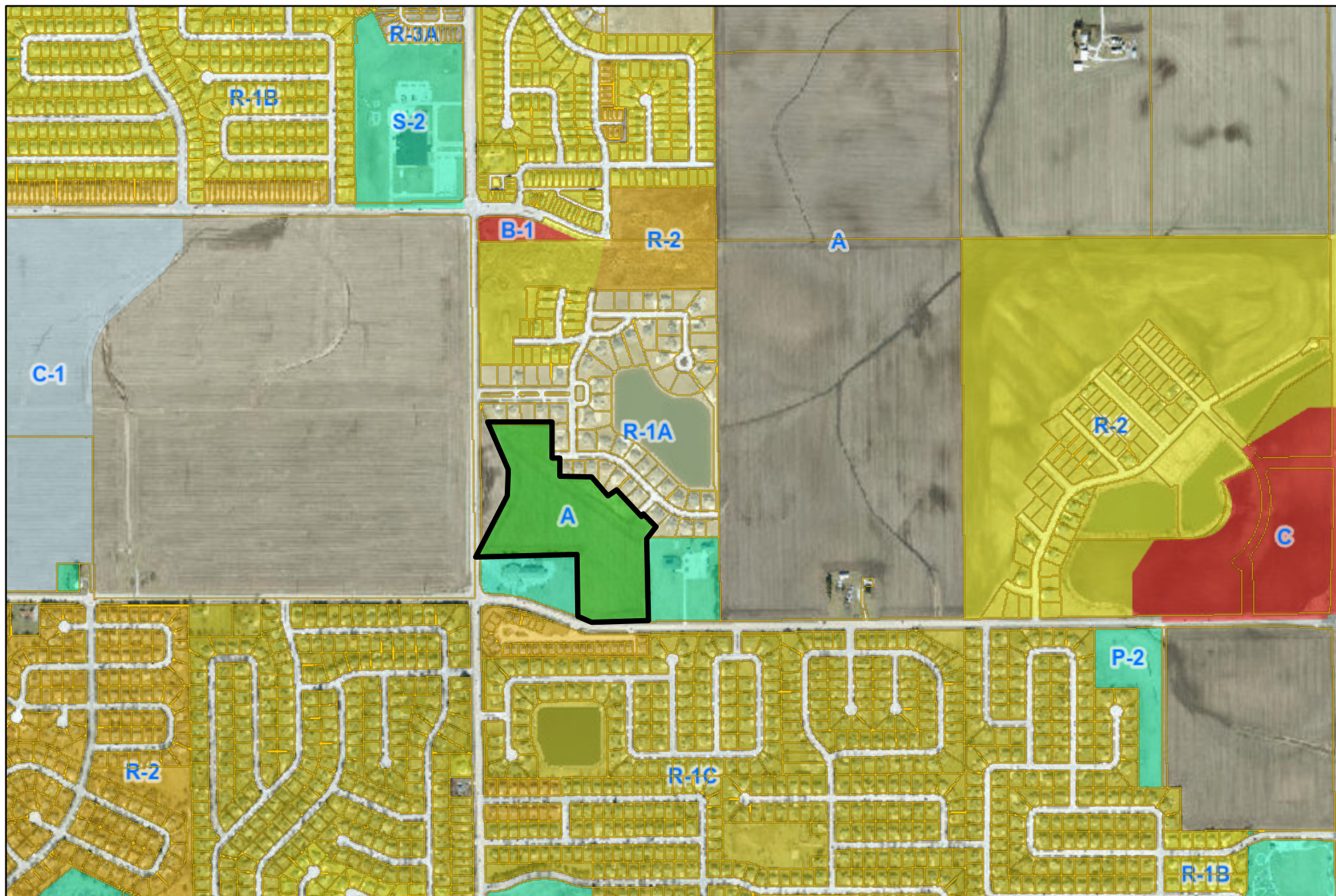
1 inch = 1,161 feet



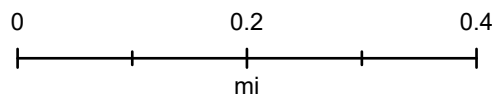


10/8/2021

# Trails on Sunset Lake



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



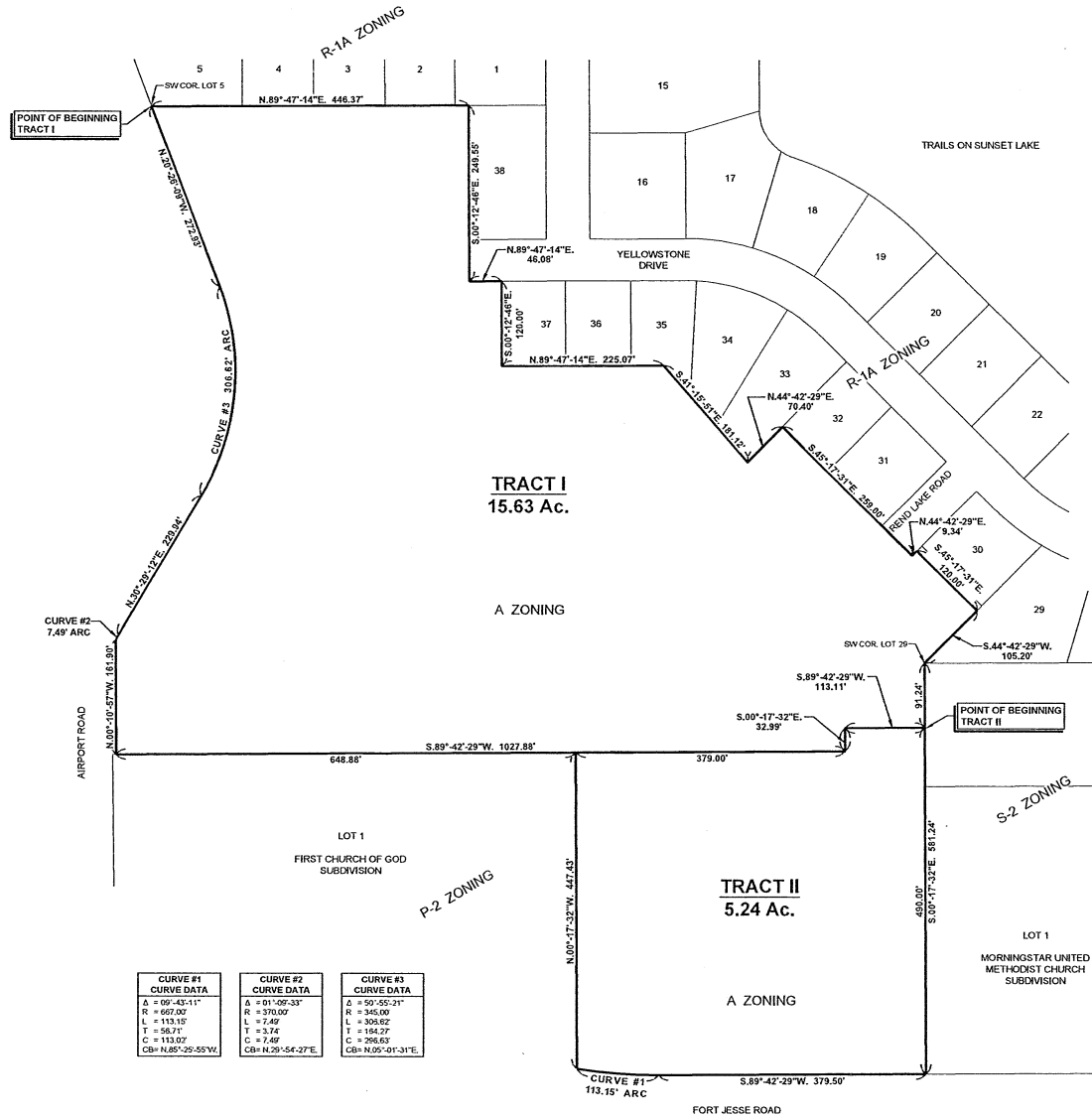
1 inch = 1,161 feet



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DRA	M8
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APP	DP6

ZONING EXHIBIT  
TRAILS ON SUNSET LAKE 3rd ADDITION  
NORMAL, ILLINOIS

SHEET  
1  
OF 1  
JOB #  
45128.081



CURVE #1 CURVE DATA	CURVE #2 CURVE DATA	CURVE #3 CURVE DATA
A = 09°-43'-11"	A = 91°-09'-33"	A = 50°-55'-21"
R = 667.00	R = 370.00	R = 345.00
L = 113.15	L = 7.49	L = 306.62
T = 58.71	T = 194.27	T = 194.27
C = 113.02	C = 7.49	C = 298.63
CB = N.89°-25'-55"W.	CB = N.29°-54'-27"E.	CB = N.05°-01'-31"E.



# Zoning Map Amendment

**Case #:** 21-10-10-PC

**Applicant:** Woodbine Investment Group

**Location:** Trails on Sunset Lake (Northeast of Airport and Ft. Jesse)

**Date:** October 7, 2021

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**Summary:** Proposed Zoning Map Amendment from Agriculture to a combination of R-1A Single Family Residential and R-2 Mixed Residential on the south 20.9 +/- acres of the Trails on Sunset Lake Subdivision

**Staff Recommendation:** Approval

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## Background

The Trails on Sunset Lake is an 83 +/- acre development located at the northeast corner of Airport Road and Fort Jesse, just south of the Vineyards Subdivision. The Town approved an annexation agreement for the development in March 2007 (Res. No. 4006) along with a preliminary subdivision plan in May 2007 (Res. No. 4039).

The plan approved with the original Trails annexation agreement included 120 large lots zoned R-1A Single Family Residential, two areas of R-2 Mixed Density Residential development without a specific lot layout plan (one in the northeast corner of the site and one on the south side of the site), a large detention basin adjacent to the R-1A area, and a 6.53 +/- acre area in the northwest corner with a zoning option of B-1 General Business, R-2 Mixed Residence, R-1B Single Family, or some combination of zoning thereof. See the attached document entitled Overall Layout Plan. The agreement also included provisions to ensure that the large-lot homes would be “executive level” and designed to attract the higher end of the homebuying market. To this end, the agreement also required Town staff approval of house designs per the private covenants in place through the homeowners’ association.

In February 2010, the Town approved an Amended Preliminary Plan for the Trails on Sunset Lake (Res. No. 4467) and a related Zoning Map Amendment (Ord. No. 5329). These pertained to areas on the north end of the development, where land was rezoned to R-2 Mixed Residence for additional attached housing along two cul de sacs. These were never built.

In March 2013, the Town Council approved the First Amendment to the Annexation Agreement for the Trails on Sunset Lake (Res. No. 4862) and a related Zoning Map Amendment (Ord. No. 5489). These items pertained to approximately 27.72 acres on the north side of the development. As a result of this approval, both cul de sacs approved in 2010 were eliminated. Although the R-2 zoning remains for the land east of Canyon Creek Road, the land to the west was rezoned to R-1B for development as detached single-family homes and a large green space. Several homes have since been constructed.

Throughout all the above processes, the approximately 20.9 acres at the south end of the Trails on Sunset Lake Subdivision have retained the original Agriculture zoning that was assigned



upon its annexation back in 2007. The attached aerial maps outline the 20.9 acres at issue and show the Agriculture zoning.

## Current Proposal

A new development group has the 20.9 +/- acres at the south side of Trails on Sunset Lake under contract for purchase. They would like to build out the neighborhood in general compliance with the original concept plan and Preliminary Subdivision Plan. In short, they propose 15.63 acres of large lot, single-family residences adjacent to the existing large lot residences that have already been built and 5.24 acres of attached, single-family residences adjacent to Ft. Jesse. This requires rezoning to R-1A Single Family Residential and R-2 Mixed Residential, respectively.

These proposed zoning classifications are in accordance with the zoning already approved in the annexation agreement.

The following report will address the lot layout and new preliminary subdivision plan.

## Amended Annexation Agreement

The zoning map amendment and the subsequent amendment to the preliminary subdivision plan also require an amendment to the existing annexation agreement, although the Planning Commission will only vote on the land use matters – the zoning map amendment and preliminary subdivision plan.

The currently proposed amended annexation agreement retains all provisions from the original agreement with one exception. Per the proposed amended agreement, Town staff will no longer review and enforce house designs. This is not a land use matter for Planning Commission review but is included for the sake of clarity given that it is included in the agreement itself.

A representative of Woodbine will be present during the public hearing to answer questions.

## Adjacent Zoning

	Zoning District	Land Use
Subject Property	A-Agriculture	Undeveloped
Adjacent North	R-1A Single Family Residential	Single-family residences
Adjacent East	A-Agriculture (County)	Agriculture
Adjacent South	S-2 Public Lands & Institutions P-2 Public Lands & Institutions R-2 Mixed Residence	Church Church (Bloomington) Residential (Bloomington)
Adjacent West	A-Agriculture (County)	Agriculture

## Conformance to the Comprehensive Plan

The Comprehensive Plan supports residential development in this area and encourages the construction of denser housing types such as that in R-2 zoning districts.

## **Staff Analysis**

This property is subject to an annexation agreement, in which the developer is entitled to R-1A Single Family Residential and R-2 Mixed Residential zoning as currently proposed.

## **Town Staff Recommendation**

For these reasons, Town staff recommends that the Planning Commission send a favorable recommendation on the proposed Zoning Map Amendment to the Town Council.



# Town Council Action Report

October 18, 2021

## Resolution Approving an Amended Subdivision Plan for the Trails on Sunset Lake Subdivision (Northeast Corner of Airport and Ft. Jesse)

**Prepared By:** Mercy Davison, Town Planner

**Reviewed By:** Pamela S. Reece, City Manager  
 Brian Day, Corporation Counsel  
 Greg Troemel, Director of Inspections  
 Ryan Otto, Director of Public Works

**Staff Recommendation:** Approval

**Planning Commission Recommendation:** Approval (5-0)

**Attachments:** Proposed Resolution; Aerial Map; Original Overall Layout Plan; Proposed Amended Preliminary Subdivision Plan; Minutes of the October 7, 2021, Planning Commission meeting are included in the Addendum.

### Community Impact

Preliminary Subdivision Plans ensure orderly growth and development within Normal, with specific attention paid to the alignment of utilities and access to public rights-of-way. The further development of the Trails on Sunset Lake will help meet the increasing demand for housing in Normal.

**Budget Impact:** N/A

### Strategic Alignment



[Housing – Comprehensive Plan](#)

[Economic Vitality – Comprehensive Plan](#)

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## Background

This is the third of three reports pertaining to the Trails on Sunset Lake.

As mentioned in the previous staff reports, the Trails on Sunset Lake is an 83 +/- acre development located at the northeast corner of Airport Road and Fort Jesse, just south of the Vineyards Subdivision. The Town approved an annexation agreement for the development in March 2007 (Res. No. 4006) along with a preliminary subdivision plan in May 2007 (Res. No. 4039).

The first report provides a lengthy description of the history of the Trails' public process. Notably, none of the approvals obtained since 2007 have pertained to the approximately 20.9 acres at the south end of the Trails on Sunset Lake Subdivision; therefore, the originally approved Overall Layout Plan (attached) remains in place. The plan for this area has always been primarily large residential lots with an area of R-2 attached housing on the south end adjacent to Ft. Jesse. The attached aerial map outlines the 20.9 acres at issue.

Many homes have been built at the Trails on Sunset Lake since its original approval. As shown on the attached aerial map, most of the lots on Yellowstone Drive have been constructed, with the road ending just west of Canyon Creek Road. Rend Lake Road dead ends to the south off Yellowstone near the east side of the subdivision. Both of these roads are intended to continue into an area of additional large residential lots.

## Current Proposal

A new development group has purchased the 20.9 +/- acres at the south side of Trails on Sunset Lake. Their attached, proposed amended preliminary subdivision plan matches the originally approved plan, although it provides more detail in the R-2 area. As shown on the attachment, the north 15.63 acres of the area at issue would build out from the current dead ends on Yellowstone and Rend Lake into 35 large-lot homes. Rend Lake would continue south to Larkspur Lane, where the south 5.24 +/- acres would develop as 32 attached units.

Three outlots are also included. Outlots 100 and 101 are within the public ROW as Pacific Coast Way curves into Yellowstone on the north and Rend Lake on the south. Outlot 102 is a sliver of greenspace that runs along the west side of Blue Aster Way outside of the public right-of-way. All three outlots would be owned and maintained by the homeowners' association. The previously discussed amended annexation agreement also contains a provision making it the responsibility of the developer or HOA to maintain (primarily mow) the right-of-way between Outlot 102 and the curb.

All streets within this portion of the Trails on Sunset Lake would be dedicated public right-of-way, with a 29-foot pavement width as permitted by the annexation agreement. The developer is also requesting a waiver from the requirement to build sidewalk on the west side of Blue Aster Way. There would be sidewalk on both sides of the street everywhere else.

The alignment of Larkspur Lane jogs to the east at Ft. Jesse so that it can align with the road across the street. This is at the request of the City of Bloomington, which has jurisdiction over Ft. Jesse. As a result

of this alignment, Lots 31 and 32 are shallower than the rest of the lots within the R-2 area, and the developer is requesting a variance to permit 25-foot rear yard setbacks rather than the code-required 35 feet for these lots.

## Discussion

This property is subject to an annexation agreement, in which the developer is entitled to a lot layout as currently proposed. Furthermore, the Comprehensive Plan supports residential development in this area and encourages the construction of denser housing types such as that in R-2 zoning districts.

As explained in the report pertaining to the amended annexation agreement, Town staff supports the rear yard setback variances and the waiver of the sidewalk on the west side of Blue Aster Way. Lots 31 and 32 will continue to meet the code minimum width and size; they will simply have shallower rear yards. The elimination of the sidewalk along the west side of Blue Aster Way will avoid the long-term maintenance of a retaining wall and will turn over maintenance of a narrow strip of public right-of-way to the HOA.

The Planning Commission held a public hearing for the proposed amended preliminary subdivision plan on October 7, 2021. Three Trails on Sunset Lake property owners testified, focusing on the degree to which the new homes would be in keeping with the high-end homes already built within the Trails along with asking questions about drainage, traffic impacts, and the impact on the schools.

Following the close of public testimony, the Planning Commission voted 5-0 in support of the amended preliminary subdivision plan as proposed.

For these reasons, Town staff recommends the Town Council approve the amended preliminary subdivision plan with the variances for rear yard setbacks on Lots 31 and 32, a waiver of the sidewalk requirement on the west side of Blue Aster Way, and a condition that the design of flood routing must meet the approval of the Town Engineer.

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**Keywords:** Amended Preliminary Subdivision Plan; Trails on Sunset Lake

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDED SUBDIVISION PLAN FOR THE TRAILS ON SUNSET LAKE SUBDIVISION (NORTHEAST CORNER OF AIRPORT AND FT. JESSE)

WHEREAS, On 19 March 2007, the Town executed an annexation agreement concerning the Trails on Sunset Lake Subdivision. (Res. No. 4006) and a preliminary subdivision plan in May 2007 (Res. No. 4039).

WHEREAS, The Developer has submitted an amended preliminary subdivision plan.

WHEREAS, After notice and hearing as required by law, the Planning Commission, on 07 October 2021, recommended approval of the amended preliminary subdivision plan.

WHEREAS, It is in the best interest of the citizens of Normal to approve the amended preliminary subdivision plan.

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

SECTION 1. This resolution pertains to the preliminary plans on file in the Office of the Town Clerk titled *Amended Preliminary Plan for a Portion of Trails on Sunset Lake Subdivision*, dated 03 September 2021.

SECTION 2. That the amended preliminary development plan identified in Section 1 is hereby approved.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

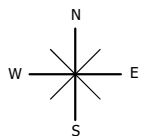
APPROVED:

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

ATTEST:

\_\_\_\_\_  
Town Clerk  
(seal)



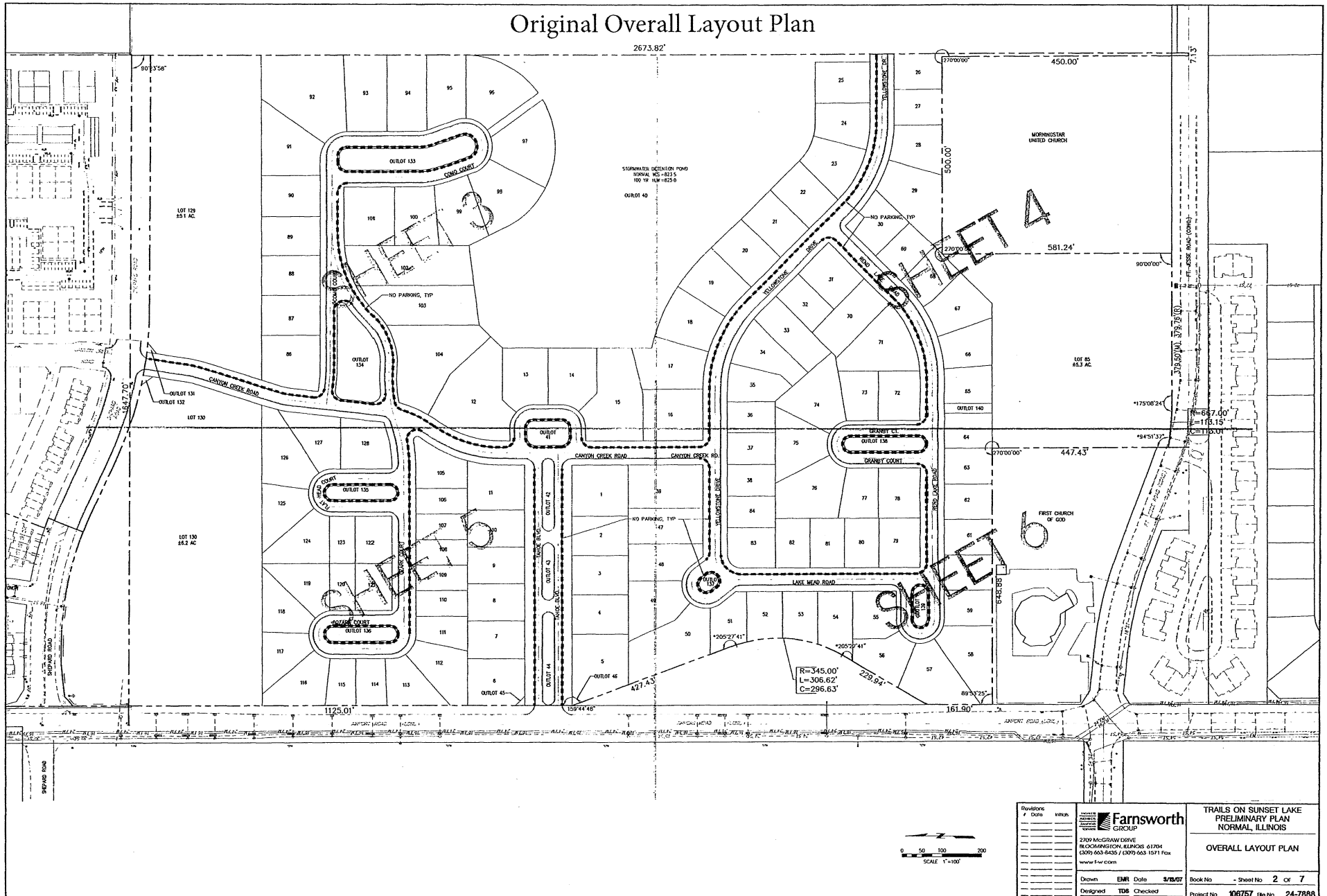


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# Original Overall Layout Plan



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 Time: 11:11:20 am

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**Farnsworth**  
 GROUP  
 2200 McGRAW DRIVE  
 ROCKFORD, ILLINOIS 61104  
 (815) 663-8435 / (815) 663-1571 Fax  
 www.farnsworth.com

TRAILS ON SUNSET LAKE  
 PRELIMINARY PLAN  
 NORMAL, ILLINOIS  
 OVERALL LAYOUT PLAN  
 Book No. - Sheet No. 2 of 7  
 Project No. 106757 File No. 24-7888

Drawn: EMB Date: 3/10/07  
 Designed: TDS Checked:

OWNER: AUDREY WEBER TRUST DATED JUNE 30, 1989  
THOMAS WEBER & REBECCA BROWN, CO-TRUSTEES  
4203 EAST RAAB ROAD  
NORMAL, IL 61761  
PHONE: (309) 824-2832

DEVELOPER: WOODBINE INVESTMENT GROUP, LLC  
27 YOTZONOT DRIVE  
BLOOMINGTON, IL 61705  
ATTN: RATHNAKUMAR RAMACHANDRAN  
PHONE: (309) 826-9116

ATTORNEY: WOOD, DEVARY & ARMSTRONG  
SUITE 400  
BLOOMINGTON, IL 61701  
ATTN: DAVID ARMSTRONG  
PHONE: (309) 827-0044

# AMENDED PRELIMINARY PLAN FOR A PORTION OF TRAILS ON SUNSET LAKE SUBDIVISION

PART OF THE W.1/2 OF THE SW.1/4 OF SEC. 19, T.24N., R.3E.,  
3P.M., TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS

## LEGAL DESCRIPTION

A part of the W1/2 of the SW1/4 of Section 19, Township 24 North, Range 3 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 5 in Trails on Sunset Lake according to the Plat thereof recorded as Document No. 2006-29223 in the McLean County Recorder of Deeds Office, said point being on the centerline of the former public road; thence N.89°-47'-14"E, 446.37 feet on the south line of Lots 1-5 to the northwest corner of Lot 38 in said Trails on Sunset Lake; thence S.00°-12'-49", 249.55 feet on the west line of said Lot 38 and the southerly extension thereof to the south right of way line of Yellowstone Drive; thence N.89°-47'-14"E, 46.08 feet on said south right of way line to the northwest corner of Lot 37 in said Trails on Sunset Lake; thence S.00°-12'-46"E, 120.00 feet to the southwest corner of said Lot 37; thence N.89°-47'-14"E, 225.07 feet on the south line of Lots 35-37 in said Trails on Sunset Lake; thence S.41°-15'-51"E, 191.12 feet on the southwesterly line of Lots 33-35 in said Trails on Sunset Lake to the south corner of said Lot 33; thence N.44°-42'-29"E, 70.40 feet on the southeasterly line of said Lot 33 to the west corner of Lot 32 in said Trails on Sunset Lake; thence S.45°-17'-31"E, 259.00 feet on the southwesterly line of Lots 31 and 32 and the southeasterly extension thereof to the southeast right of way line of Rend Lake Road; thence N.44°-42'-29"E, 9.34 feet on said southeast right of way line to the west corner of Tract 2 conveyed in a Warranty Deed recorded as Document No. 2013-20763 in said Recorder's Office; thence S.45°-17'-31"E, 120.00 feet to the south corner of said Tract 2, on the northwest line of Lot 29 in said Trails on Sunset Lake; thence S.44°-42'-29"W, 105.20 feet to the southwest corner of said Lot 29, also being the northwest corner of a tract of land conveyed to Morningstar United Methodist Church and recorded as Document No. 95-6234 in said Recorder's Office; thence S.00°-17'-32"E, 581.24 feet on the west line of said tract conveyed in Document No. 95-6234 and the southerly extension thereof to the southwest corner of Lot 1 in Morningstar United Methodist Church Subdivision according to the Plat thereof recorded as Document No. 89-373 in said Recorder's Office, on the north right of way line of Fort Jesse Road; thence S.89°-42'-29"W, 379.50 feet on said north right of way line as conveyed to the City of Bloomington and recorded as Document No. 84-139 in said Recorder's Office; thence northwesterly on said north right of way line 113.15 feet on a tangential curve concave the northeast having a central angle of 09°-43'-11", a radius of 667.00 feet and a chord of 113.02 feet bearing N.85°-25'-55"W, from the last described course to the east line of Lot 1 in First Church of God Subdivision - Amended Final Plat recorded as Document No. 93-6486 in said Recorder's Office; thence N.00°-17'-32"W, 447.43 feet to the northeast corner of said Lot 1; thence S.89°-42'-29"W, 648.88 feet on the north line of said Lot 1 to a point lying 5 feet east of the northwest corner of said Lot 1, said point also lying 48 feet normally distant east of the west line of the SW1/4 of Section 19; thence N.00°-10'-57"W, 161.90 feet parallel with the west line of the SW1/4 of said Section 19 to the centerline of the former public road; thence northeasterly along said former road centerline 7.49 feet on a non-tangential curve concave to the southeast having a central angle of 01°-09'-35", a radius of 370.00 feet and a chord of 7.49 feet bearing N.29°-54'-27"E, from the last described course; thence N.30°-29'-12"E, 229.94 feet along said former road centerline; thence northerly along said former road centerline 306.62 feet on a tangential curve concave to the west having a central angle of 50°-55'-21", a radius of 245.00 feet and a chord of 296.63 feet bearing N.05°-01'-31"E, from the last described course; thence N.20°-26'-09"W, 272.93 feet along said former road centerline to the Point of Beginning containing 20.87 acres, more or less, with assumed bearings given for description purposes only.

## PRELIMINARY PLAN NOTES

- THIS SITE CONTAINS 20.87 ACRES AND IS TO BE SUBDIVIDED INTO 87 LOTS AND 3 OUTLOTS. LOTS 39-73 SHALL BE ZONED R-1.32 AND LOTS 74-87 SHALL BE ZONED R-2.
- TOPOGRAPHIC INFORMATION IS FROM SURVEYS MADE BY LEWIS, YOCKEY & BROWN, INC. DATED 2013 AND 2021.
- NO PORTION OF THIS PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL 170502 0318E MAP #171130318E REVISED JULY 14, 2008.
- ALL STREETS ARE TO BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAY AND DEDICATED TO THE TOWN OF NORMAL.
- ON-STREET PARKING SHALL BE PROHIBITED ON ONE SIDE OF THE STREETS AS SHOWN ON THE KEY SHEET OF THE PRELIMINARY PLAN.
- THERE SHALL BE NO ACCESS FROM LOTS 41-49 ALONG AIRPORT ROAD AND FROM LOTS 14, 15 AND 32 ALONG FT. JESSE ROAD.
- OUTLOTS 100-102 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- OUTLOTS SHALL BE GENERAL PURPOSE UTILITY EASEMENTS.
- SANITARY SEWERS, STORM SEWERS, AND WATER MAINS SHALL BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAY OR EASEMENTS AND DEDICATED TO THE TOWN OF NORMAL. ALL RESIDENTIAL UNITS SHALL HAVE "OVERHEAD" SANITARY SEWER SERVICES INSTALLED.
- SANITARY SEWER FOR LOTS 39-73 SHALL DRAIN TO THE EXISTING LIFT STATION LOCATED ON OUTLOT 47 THAT IS OWNED AND MAINTAINED BY THE TOWN OF NORMAL.
- SANITARY SEWERS FOR LOTS 1-32 SHALL OUTLET TO PUBLIC FACILITIES OWNED AND OPERATED BY THE CITY OF BLOOMINGTON.
- STORM WATER SHALL BE DIRECTED TO THE "WET-BOT TOMED" DETENTION BASIN LOCATED IN THE TOWN LAKE SUBDIVISION, PREVIOUSLY CONSTRUCTED TO ACCEPT SAID STORM WATER, AND A FEE IN USE OF DETENTION SHALL BE PAID TO THE CITY OF BLOOMINGTON.
- ALL LOTS SHALL BE SERVICED BY A SUMP PUMP DISCHARGE LINE.
- DRAINAGE CALCULATIONS, CROSS SECTIONS OF PROPOSED DRAINAGE WAYS, LOT DRAINAGE, SUMP PUMP DISCHARGE LINES, AND EROSION CONTROL PLAN WILL BE SUBMITTED AS A PART OF THE CONSTRUCTION PLANS TO BE APPROVED BY THE TOWN ENGINEER.

## PRELIMINARY PLAN WAIVERS REQUESTED

- A WAIVER IS REQUESTED TO STREET WIDTH OF 29 FEET FROM BACK OF CURB TO BACK OF CURB IN LIEU OF 31 FEET BACK TO BACK.
- A WAIVER IS REQUESTED TO ALLOW 8-18 MINIMUM LOT SQUARE FOOTAGE, BUILDING SETBACK, AND YARD REQUIREMENTS FOR FRONT, SIDE, AND REAR YARDS FOR ALL R-1A LOTS (LOTS 39-73).
- A WAIVER IS REQUESTED OF 10 FEET FROM THE REQUIRED 35-FEET REAR YARD OF R-2 LOTS 31 AND 32 TO ALLOW A 25-FEET REAR YARD.
- A WAIVER IS REQUESTED TO ALLOW SIDEWALK ON ONE SIDE OF THE STREET ONLY (EAST SIDE) ALONG BLUE ASTER WAY.

## PLANNING COMMISSION ACTION

A HEARING WAS HELD FOR THE SUBDIVISION SHOWN HEREON AND THE FOLLOWING ACTION WAS TAKEN:

DATE: \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
CHAIRPERSON, NORMAL PLANNING COMMISSION

## NOTICE OF APPROVAL OF PRELIMINARY PLAN

"NOTICE IS HEREBY GIVEN THAT THE PRELIMINARY PLAN OF THE SUBDIVISION SHOWN HEREON HAS RECEIVED APPROVAL BY THE BOARD OF TRUSTEES OF NORMAL, ILLINOIS, UPON COMPLIANCE BY THE SUBDIVIDER WITH REQUIREMENTS OF QUALIFICATIONS GOVERNING THE APPROVAL OF PRELIMINARY PLANS WITH OTHER REVISIONS AND STIPULATIONS THAT MAY BE REQUIRED. THE BOARD OF TRUSTEES WILL RECEIVE THE FINAL PLAN FOR CONSIDERATION WHEN SUBMITTED BY THE SUBDIVIDER IN SUCH FORM AND WITHIN SUCH TIME AS REQUIRED BY THIS CODE."

THE BOARD OF TRUSTEES OF NORMAL, ILLINOIS

DATE: \_\_\_\_\_, 20\_\_

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

ATTEST: \_\_\_\_\_  
TOWN CLERK

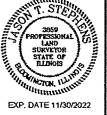
LEGEND	
○	BOUNDARY OF SUBJECT PREMISES
○	1/2" IRON ROD SET
●	1/2" IRON ROD FOUND
●	MAG NAIL
---	EASEMENT LIMITS
---	EXISTING BUILDING
---	EXISTING FENCE
○	EXISTING SANITARY MANHOLE
○	EXISTING SANITARY SEWER
○	EXISTING HYDRANT
○	EXISTING WATER VALVE
○	EXISTING WATER MAIN
○	EXISTING STORM MANHOLE
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○	EXISTING FLARED END SECTION
○	EXISTING STORM SEWER
○	EXISTING LIGHT POLE
○	UTILITY POLE
○	HANDHOLE
○	ELECTRICAL PEDESTAL
○	TELEPHONE PEDESTAL
○	CATV PEDESTAL
○	FIBER OPTIC LINE MARKER
○	NICOR WITNESS POST
○	GAS VALVE
○	GAS MANHOLE
○	GAS
---	OVERHEAD ELECTRIC
○	SIGN
○	SPRINKLER VALVE
○	MALIBOX
○	WOODEN POST
○	DECIDUOUS TREE < 6" DIAMETER
○	CONIFEROUS TREE < 6" DIAMETER
○	LANDSCAPED AREA
○	EXISTING CONTOUR
○	EXISTING FLOOD ROUTE
---	PROPOSED NO PARKING
---	BUILDING SETBACK (25' UNLESS OTHERWISE NOTED)
---	PROPOSED OR EXISTING INVERT
---	PROPOSED OR EXISTING FLOW DIRECTION
---	PROPOSED SANITARY MANHOLE
---	PROPOSED SANITARY SEWER
---	PROPOSED HYDRANT
---	PROPOSED WATER VALVE
---	PROPOSED WATER MAIN
---	PROPOSED STORM MANHOLE
---	PROPOSED STORM INLET
---	PROPOSED STORM SEWER
---	PROPOSED LIGHT POLE
---	PROPOSED PAVEMENT ELEVATION
---	PROPOSED FLOOD ROUTE

## INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	KEY SHEET
3-4	PLAN SHEET

I, JASON T. STEPHENS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2859, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PLAT SHOWN HEREON IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION.

JASON T. STEPHENS IL PLS NO. 2859 09/03/2021 DATE



THIS PRELIMINARY PLAT WAS PREPARED BY LEWIS, YOCKEY & BROWN, INC., 505 NORTH MAIN STREET, BLOOMINGTON, ILLINOIS.

BRIN L. ESTABROOK IL PLS NO. 51548 09/03/2021 DATE



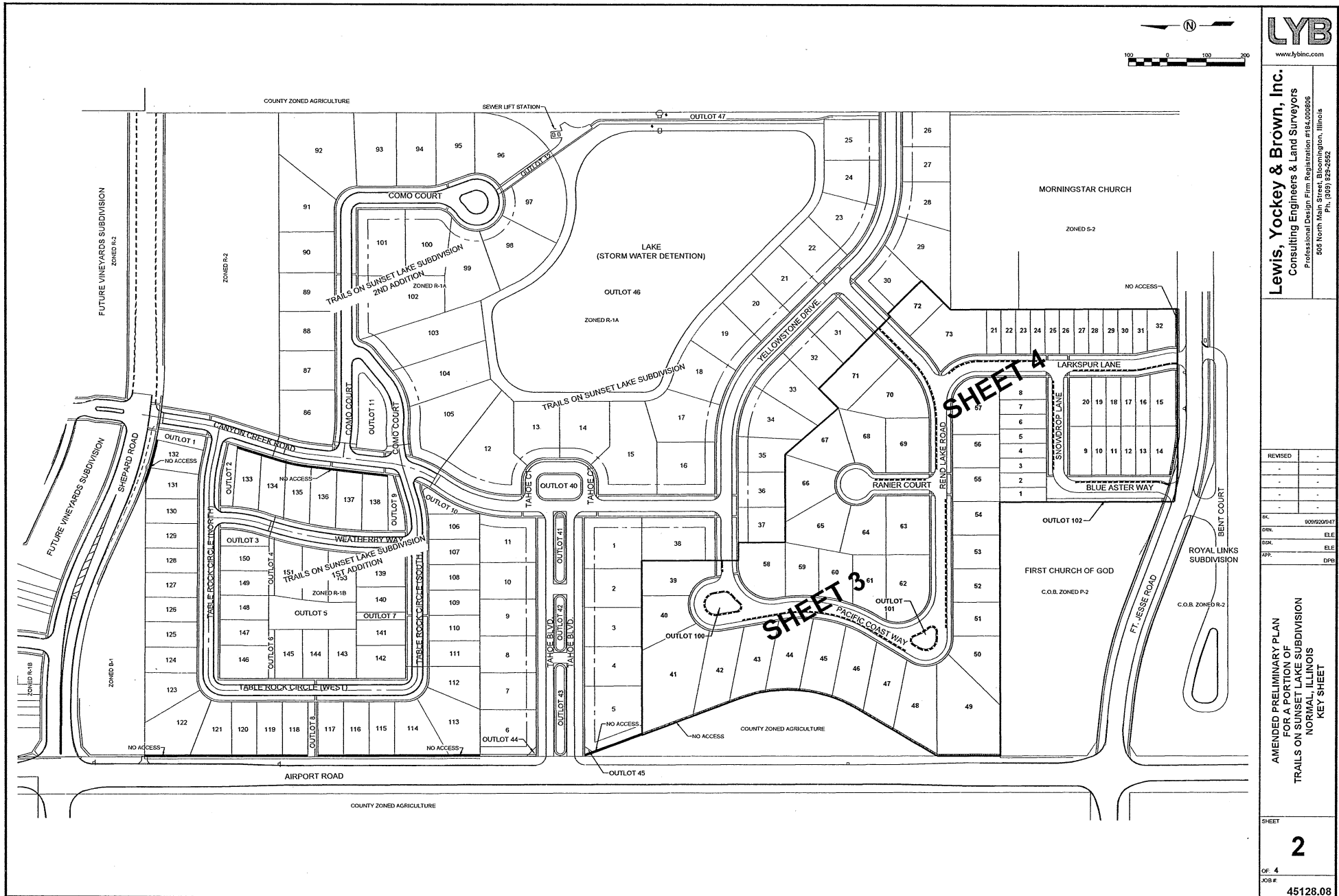
LYB  
www.lybinc.com

Lewis, Yockey & Brown, Inc.  
Consulting Engineers & Land Surveyors  
Professional Design Firm Registration #164000808  
505 North Main Street, Bloomington, Illinois  
Ph. (309) 826-2692

REVISED	-
DATE	09/03/2021
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AMENDED PRELIMINARY PLAN  
FOR A PORTION OF  
TRAILS ON SUNSET LAKE SUBDIVISION  
NORMAL, ILLINOIS  
COVER SHEET

SHEET  
1  
OF 4  
JOB #  
45128.081



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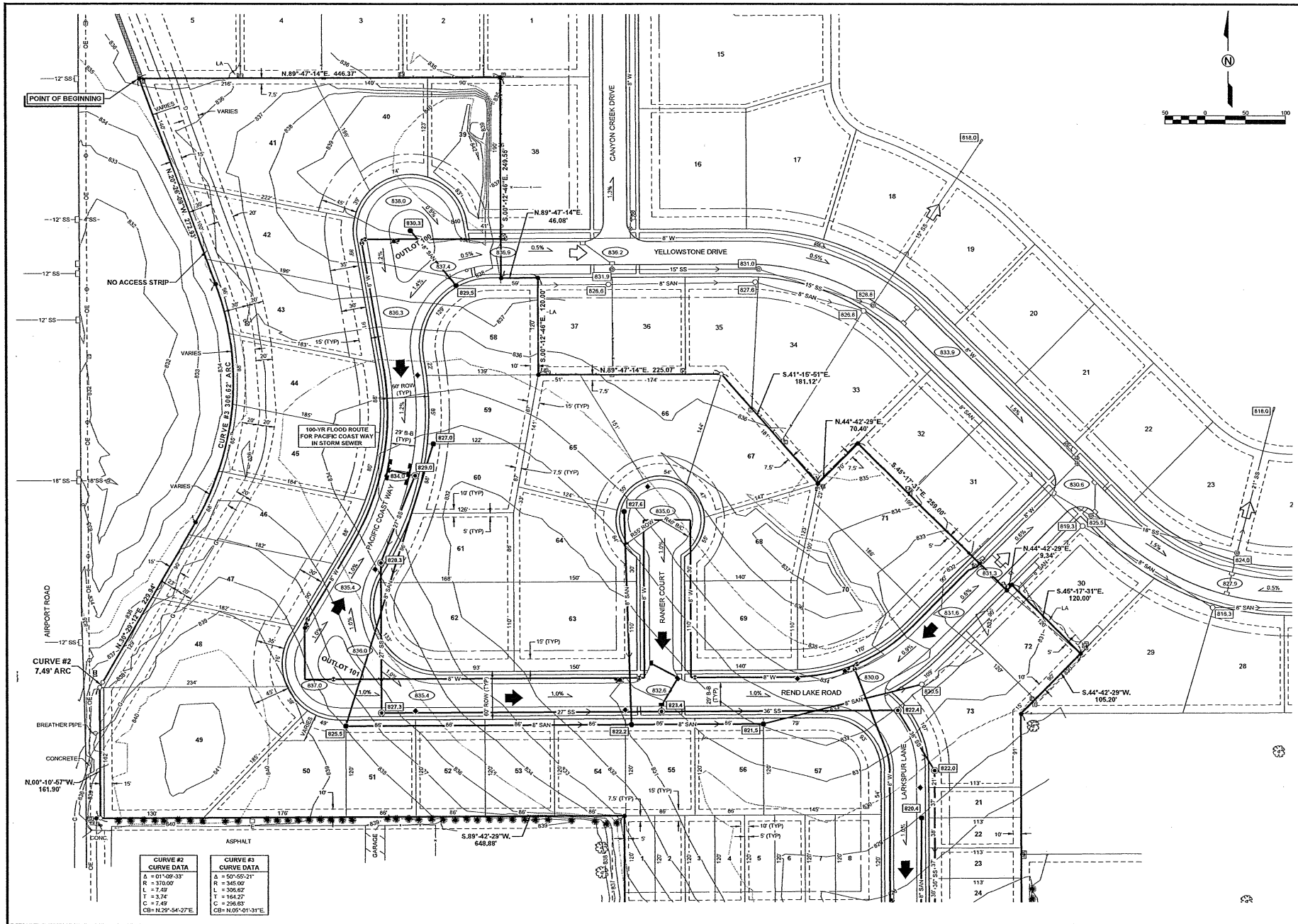
**Lewis, Yockey & Brown, Inc.**  
Consulting Engineers & Land Surveyors  
Professional Design Firm Registration #184.000806  
505 North Main Street, Bloomington, Illinois  
PH. (309) 825-2492

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**LYB**  
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**Lewis, Yockey & Brown, Inc.**  
Consulting Engineers & Land Surveyors  
Professional Design Firm Registration #164,00086  
505 North Main Street, Bloomington, Illinois  
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AMENDED PRELIMINARY PLAN  
FOR A PORTION OF  
TRAILS ON SUNSET LAKE SUBDIVISION  
NORMAL, ILLINOIS  
PRELIMINARY PLAN

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OF 4  
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45128.08

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AMENDED PRELIMINARY PLAN  
FOR A PORTION OF  
TRAILS ON SUNSET LAKE SUBDIVISION  
NORMAL, ILLINOIS  
PRELIMINARY PLAN

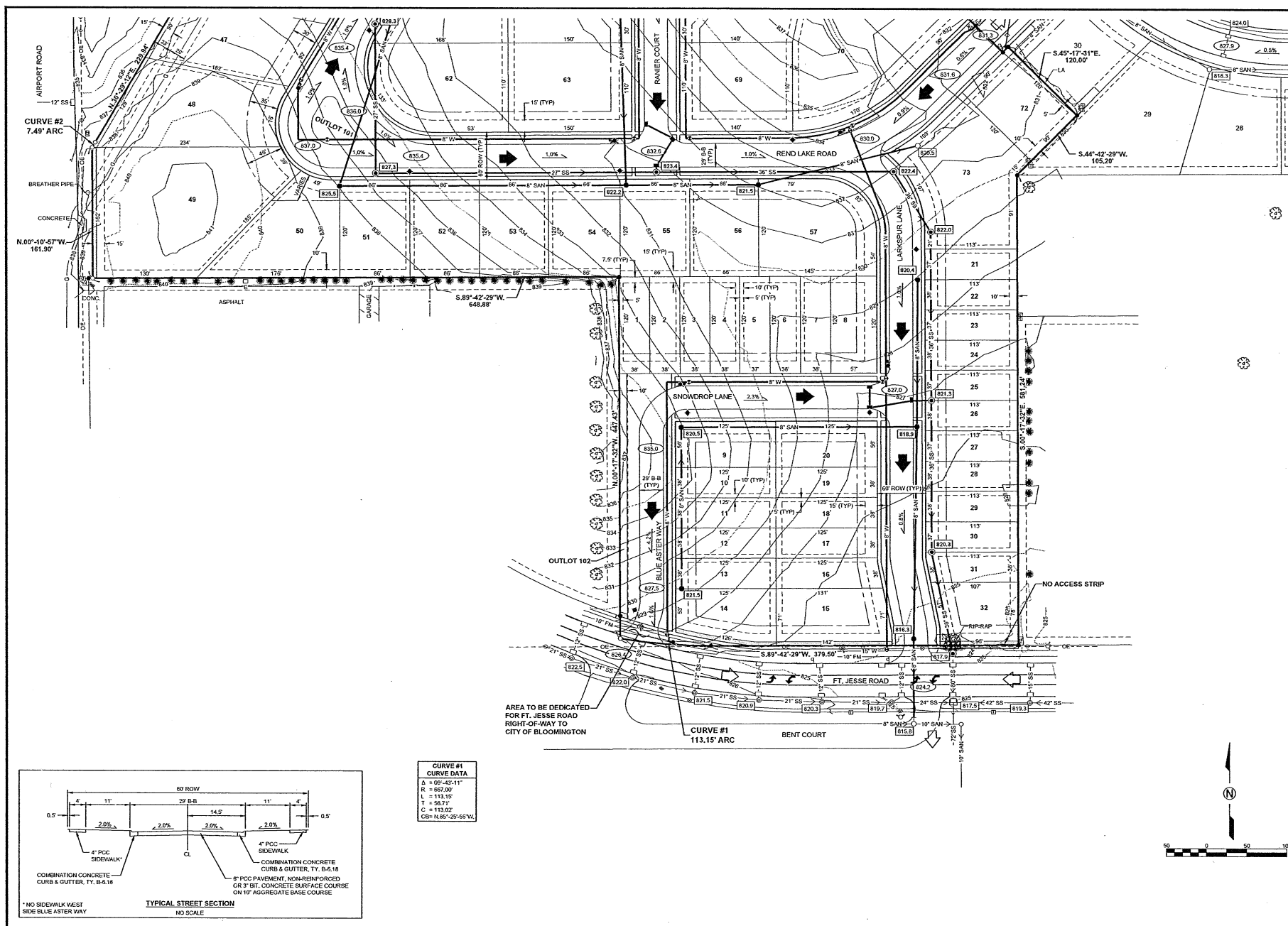
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# Amended Preliminary Subdivision Plan

**Case #:** 21-10-11-PC

**Applicant:** Woodbine Investment Group

**Location:** Trails at Sunset Lake Subdivision

**Date:** October 7, 2021

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**Summary:** Proposed Amended Preliminary Subdivision Plan for the 20.9 +/- acres at the south end of the Trails on Sunset Lake Subdivision, located northeast of the intersection of Airport and Ft. Jesse.

**Staff Recommendation:** Approval with conditions and variances

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## Background

As mentioned in the previous staff report, the Trails on Sunset Lake is an 83 +/- acre development located at the northeast corner of Airport Road and Fort Jesse, just south of the Vineyards Subdivision. The Town approved an annexation agreement for the development in March 2007 (Res. No. 4006) along with a preliminary subdivision plan in May 2007 (Res. No. 4039).

The Town Council has approved several changes to the Trails on Sunset Lake development over the years; however, none of these changes have pertained to the south 20.9 +/- acres of this subdivision. The plan for this area has always been primarily large residential lots with an area of R-2 attached housing on the south end adjacent to Ft. Jesse.

Many homes have been built at the Trails on Sunset Lake since its original approval. As shown on the attached aerial map, most of the lots on Yellowstone Drive have been constructed, with the road ending just west of Canyon Creek Road. Rend Lake Road dead ends to the south off Yellowstone near the east side of the subdivision. Both of these roads are intended to continue into an area of additional large residential lots.

## Current Proposal

The current proposal matches the originally approved plan. As shown on the attached amended preliminary subdivision plan, the north 15.63 acres of the area at issue would build out from the current dead ends on Yellowstone and Rend Lake into 35 large-lot homes. Rend Lake would continue south to Larkspur Lane, where the south 5.24 +/- acres would develop as 32 attached units.

Three outlots are also included. Outlots 100 and 101 are within the public ROW as Pacific Coast Way curves into Yellowstone on the north and Rend Lake on the south. Outlot 102 is a sliver of greenspace that runs along the west side of Blue Aster Way outside of the public right-of-way. All three outlots would be owned and maintained by the homeowners' association. The agreement also contains a provision making it the responsibility of the developer or HOA to maintain (primarily mow) the green space between Outlot 102 and the curb.

As part of the proposed amended preliminary subdivision plan, and as is the case in the original annexation agreement, the houses zoned R-1A would have the setback requirements of homes built in R-1B zoning. (So in other words, the front, side, and rear setbacks would be less than required in R-1A.)

All streets within this portion of the Trails on Sunset Lake would be dedicated public right-of-way, with a waiver required for a 29-foot pavement width (rather than the 30 feet required by code). The developer is also requesting a waiver from the requirement to build sidewalk on both sides of the street so that they can build sidewalk only on the east side of Blue Aster Way. There would be sidewalk on both sides of the street everywhere else.

The alignment of Larkspur Lane jogs to the east at Ft. Jesse so that it can align with the driveway entrance across the street. This is at the request of the City of Bloomington, which has jurisdiction over Ft. Jesse. As a result of this alignment, Lots 31 and 32 are shallower than the rest of the lots within the R-2 area, and the developer is requesting a setback variance for the rear yards in this location. The variance would permit 25-foot rear yards rather than the code-required 35 feet.

Although the original Trails on Sunset Lake agreement included design requirements for the large-lot homes, the proposed agreement does not. Any private covenants established for house designs would be separate from the amended annexation agreement and unenforceable by the Town.

A representative from Woodbine will be present during the public hearing to answer questions.

## Adjacent Zoning

	Zoning District	Land Use
Subject Property	A-Agriculture	Undeveloped
Adjacent North	R-1A Single Family Residential	Single-family residences
Adjacent East	A-Agriculture (County)	Agriculture
Adjacent South	S-2 Public Lands & Institutions P-2 Public Lands & Institutions R-2 Mixed Residence	Church Church (Bloomington) Residential (Bloomington)
Adjacent West	A-Agriculture (County)	Agriculture

## Conformance to the Comprehensive Plan

As mentioned in the previous report, the Comprehensive Plan supports residential development in this area and encourages the construction of denser housing types such as that in R-2 zoning districts.

## Staff Analysis & Recommendation

The existing annexation agreement specifically permits most of what is being proposed.

- The existing agreement includes a conceptual plan showing a large-lot layout very similar to that which is proposed in the new R-1A area.

- The R-2 area never had a detailed conceptual plan, but two access points to Ft. Jesse were contemplated within the original agreement.
- The original agreement permits pavement widths down to 28 feet.

The proposed lot layout for the R-2 area includes lots that meet code requirements for minimum sizes and widths. However, based on the angle of Larkspur as required by the City of Bloomington, Town staff finds it reasonable to grant a rear yard setback for the two impacted lots (Lots 31 and 32).

Staff supports the sidewalk waiver on Blue Aster Way based on the grade change from north to south in that area, which would require the construction of a retaining wall. Because there are no houses on that side of the street, it seems reasonable to avoid the ongoing maintenance issue that a retaining wall would create.

For these reasons, Town staff recommends the Planning Commission forward to the Town Council a recommendation in favor of the Amended Preliminary Subdivision Plan with the following variances and conditions:

#### Variances

1. 29-foot pavement width
2. 25-foot rear-yard setbacks on Lots 31 and 32
3. R-1B setbacks applied to R-1A lots
4. No sidewalk on the west side of Blue Aster Way

#### Conditions

1. The design of flood routing must meet the approval of the Town Engineer.
2. The developer will enter into a separate license agreement pertaining to the maintenance of the green space adjacent to Outlot 102.

# **New Business**



# Town Council Action Report

October 18, 2021

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## Motion to Approve Appointments to the Planning Commission

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**Prepared By:** Eric Hanson, Assistant City Manager

**Reviewed By:** Pamela S. Reece, City Manager

**Staff Recommendation:** Approval

**Attachments:** N/A

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### Community Impact

The Town of Normal values the volunteer efforts of our residents who serve on various boards and commissions. These individuals dedicate their time to perform various administrative and advisory roles that contribute to making Normal an exceptional community.

### Budget Impact

N/A

### Strategic Alignment



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### Background

Under separate cover, Council received an Executive Memorandum from Mayor Koos recommending appointments to fill vacancies.

### Discussion

The appointments will be to the Planning Commission.

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**Keywords:** Appointment, Boards and Commissions



# **Addendum**

**MINUTES**

**TOWN OF NORMAL PLANNING COMMISSION  
NORMAL, ILLINOIS**

**REGULAR MEETING  
THURSDAY, OCTOBER 7, 2021  
5:00 P.M.**

**Members Present:**

Mr. Broad, Ms. Lund, Mr. Matejka, Ms. Widergren, Mr. McBride

**Members Absent:**

Mr. Boser

**Others Present:**

Director of Inspections Greg Troemel, Director of Public Works Ryan Otto, Town Planner Mercy Davison, Corporation Counsel Brian Day, Associate Town Planner Caitlin Kelly

**Call to Order:**

The meeting was called to order at 5:00 PM by Acting Chairman McBride. He noted a quorum was present.

**Approval of Minutes:**

Mr. Broad moved to approve the minutes of the regular meeting on September 9, 2021, and Mr. Matejka seconded. The minutes were approved 5-0.

**Public Hearing:**

- a. 21-10-10-PC: Zoning Map Amendment, Trails at Sunset Lake Subdivision northeast of the intersection of Airport and Ft. Jesse**
- b. 21-10-11-PC: Amended Preliminary Subdivision Plan, Trails at Sunset Lake Subdivision northeast of the intersection of Airport and Ft. Jesse**

Mr. McBride noted that both items on the agenda were related to the same development. Thus, he requested that Town staff present all the information for both items at the same time so that public testimony could address both at once. He then stated a separate Commission vote would be required for each of the two items.

Ms. Davison summarized the staff report, relaying the development history and location of the subdivision. Since its annexation with an agreement in 2007, the Trails on Sunset Lake has returned to the Planning Commission for amendments. The roughly 21 acres at the south end of the Trails has never been part of these amendments nor has it been developed; therefore, this area retains the Agriculture zoning established in 2007 upon annexation.

At this time, Ms. Davison explained, the Commission has been asked to consider a proposal to rezone and subdivide this undeveloped southern portion of the subdivision in two pieces. One tract would be rezoned to R-1A, and one would be rezoned to R-2. Ms. Davison stated that staff recommended approval of the proposal because it is in alignment with the original Annexation Agreement pertaining to this subdivision.

Ms. Davison explained that the second proposal is an amended preliminary plan, saying it was similar to the approved plan for the developed large lot homes in the northern portion of the subdivision. She provided details regarding the plan's layout, infrastructure, and the three outlots to be platted. The HOA would be responsible for maintaining these landscaped areas.

The developer requested four variances, allowing for Lots 31 and 32 to have 25-foot rear yard setbacks, for the R-1A lots to have reduced R-1B setbacks, a waiver from providing sidewalk on the west side of Blue Aster Way, and a 29-foot pavement width. Staff added the condition that a separate license agreement be created pertaining to the maintenance of the green space adjacent to Outlot 102 and that the design of flood routing must meet the approval of the Town Engineer.

Ms. Lund asked whether the house design requirement from the original agreement still stands. Ms. Davison said no. Ms. Lund asked whether the outlots would be landscaped or left as open green space. Ms. Davison replied that it would be up to the developers and HOA.

Mr. McBride opened the public hearing to those representing the applicant, including Rathnakumar Ramachandran, Woodbine Investment Group, 27 Yotzonot Drive, Bloomington, IL; attorney David Armstrong, 207 W. Jefferson St., Ste. 400, Bloomington, IL; and Dave Brown, Lewis, Yockey & Brown, 505 N. Main St., Bloomington, IL.

Mr. Armstrong explained that his client has purchased the property and explained how the proposed rezoning meets the Findings of Fact required of zoning map amendments. He noted that the property has been sitting vacant for 14 years, and his client plans to build high-end homes that will fit in well with the existing homes.

Mr. Armstrong spoke to the design requirements, mentioning that there were three reasons for removing design requirements from the Annexation Agreement. First, the design covenants have not yet been written. Second, the existing covenants were written primarily for the houses on the detention basin and wouldn't apply well to the new R-1A and R-2 areas. Third, Town staff requested that there be no formal staff review process for the new homes, relying instead on the stated intent of the developer and the reality that homes in that area will naturally be a higher-end design. He further noted that the R-1A section as proposed is largely the same as existing development at Trails at Sunset Lake, and the R-2 portion meets code except for Lots 31 and 32 on the south end.

Ms. Lund asked how much the homes would sell for. Mr. Ramachandran replied that they would be priced at \$500,000-\$800,000. Ms. Lund commented that she is unsure whether there is a market for homes of that price when affordable developments are needed.

Mr. Matejka asked about the design of the new homes, particularly the R-2 homes. The developer assured the Commission that the design would be similar in quality to those south of Ft. Jesse at Royal Links. He said they would be about 2,000 sq. ft. in size and in the range of \$400,000. The exteriors would incorporate significant amounts of brick.

Jennifer Percy-Lowrance, 3617 Como Court (Normal) was sworn in as a representative of the Trails at Sunset Lake HOA. She asked if the single-family homes would be similar to the existing homes, and whether this development would be considered a separate subdivision or annexed into the Trails at Sunset Lake. Ms. Davison explained that the property is already annexed into the Town, and that due to the similarities in design, the new and existing developments would feel like the same neighborhood. Whether or not lots are considered to be part of the same neighborhood is a bit of marketing and a bit of technicality. Mr. Armstrong clarified that an agreement would be needed between the new developer and the existing HOA in order to incorporate the proposed development into Trails at Sunset Lake. Ms. Percy-Lowrance said she appreciated the similarities in design between the existing and proposed developments as well as the price range.

Ms. Percy-Lowrance asked about the potential for overcrowding at a nearby Unit 5 school, acknowledging that Planning Commission likely would have little to do with it. Ms. Davison affirmed that Planning Commission has no control over the matter but mentioned that Unit 5 is aware of the proposed development from when it was originally approved.

Ms. Percy-Lowrance asked whether the variance pertaining to smaller lot setbacks are applicable to the two smaller lots in the R-2 portion or to the entire development. Mr. Armstrong affirmed this. Ms. Percy-Lowrance asked whether the duplexes would be constructed of brick. Mr. Armstrong affirmed this as well. Ms. Percy-Lowrance spoke to the need for more housing due to the influx of new employers. She stated that the high cost of materials accounts for the high price point of the homes.

Dan Pfeifer, 3631 Yellowstone (Normal), was sworn in. He asked whether the drainage area behind his house would be addressed with the additional homes. Ms. Davison said staff is required to examine stormwater capacity and management in reviewing development plans.

Mike Bruner, 3615 Yellowstone (Normal), was sworn in. He mentioned his appreciation that the new developments would be similar in design. He brought up the potential for additional traffic and the possible need for a signalized intersection at Fort Jesse Road and Airport Road, although he believes the added access to Ft. Jesse could be helpful. He also asked about the design of the homes in the proposed R-2 section. Mr. Armstrong confirmed that they would be attached duplexes. Mr. Troemel added thoughts about the current cost of construction.

Ms. Davison asked whether City of Bloomington controls the intersection at Airport and Fort Jesse Roads. Mr. Otto confirmed. Mr. Otto further noted that the City monitors traffic at that intersection on an ongoing basis.

Mr. Matejka asked staff who residents should call in the event that drainage is a concern. Mr. Troemel encouraged residents to contact himself or Mr. Otto.

Mr. Troemel additionally clarified that the Town of Normal wasn't greatly involved in design approval for the original Trails at Sunset Lake subdivision in the first place. The developer created design standards and adhered to them. It has worked well.

Mr. Matejka moved to approve the rezoning as recommended by staff. Ms. Widergren seconded.

Ayes: Mr. Broad, Ms. Lund, Mr. Matejka, Ms. Widergren, Mr. McBride

Nays: None

The motioned was approved 5-0.

Mr. Matejka motioned to approve the amended preliminary plan as recommended by staff, including all variances and conditions. Ms. Widergren seconded.

Ayes: Mr. Broad, Ms. Lund, Mr. Matejka, Ms. Widergren, Mr. McBride

Nays: None

The motioned was approved 5-0.

Ms. Davison mentioned that the items would be heard by Town Council on October 18.

#### **Election of a Chairperson and Vice-Chairperson:**

Mr. Broad moved to appoint Mr. McBride as Chair, and Ms. Lund seconded. The motion carried 4-0, with Mr. McBride abstaining.

Ms. Widergren moved to appoint Ms. Lund as Vice Chair. Chairperson McBride seconded. The motion carried 4-0, with Ms. Lund abstaining.

#### **Other Business:**

Mr. Broad voiced his disappointment with staff for recommending in favor of the Love's sign height variance in case 21-09-09-PC and with the Town Council for voting in favor of it despite Planning Commission's negative recommendation.

#### **Adjournment:**

Ms. Lund moved to adjourn the meeting, seconded by Mr. Matejka. The meeting was adjourned at 5:48 p.m.

Respectfully submitted,

Caitlin Kelly  
Associate Planner