

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:34 p.m., Monday, September 28, 2009.

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

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

Aldermen: Judy Stearns, Kevin Huette, Bernie Anderson, David Sage, John Hanson, Jennifer McDade, Steven Purcell, Jim Fruin and Mayor Stephen F. Stockton.

Alderman Absent: Karen Schmidt.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

The following was presented:

Oath of Office – Michael Perry, Police Patrol Officer.

Randy McKinley, Asst. Police Chief, introduced Michael Perry, Police Patrol Officer. Mr. Perry had been employed by the United States Department of Agriculture in Central Illinois Green Inspection. He was a graduate of University High School, and an Illinois State University alumni. He also had served in the United States Marine Corps.

Tracey Covert, City Clerk, performed the Oath of Office.

Mayor Stockton presented Mr. Perry with the Commission's certificate. He offered congratulations on behalf of the City.

The following was presented:

SUBJECT: Bills and Payroll

RECOMMENDATION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

BACKGROUND: The list of bills and payrolls will be furnished to you in on Friday, September 25, 2009 by posting via the City's web site. After examination, I will notify the Council of any items which may need to be addressed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payments from Various Municipal Departments

RECOMMENDATION: That the payments be approved.

BACKGROUND: All of the described payments are for planned and budgeted contracts previously approved by the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: As follows:

1. The fifth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666.66 on a contract amount of \$80,000 of which \$33,333.30 will have been paid to date for the McLean County Economic Development. Completion date – April 2010.

2. The second partial payment to Convention and Visitors Bureau in the amount of \$44,166.66 on a contract amount of \$530,000 of which \$132,499.99 will have been paid to date for the Convention and Visitors Bureau Funding Commitment. Completion date – June 2010.
3. The second and final payment to Devyn Corporation in the amount of \$233,060 on a contract amount of \$466,120 of which \$466,120 will have been paid to date for work certified as 100% complete for the McBarnes TIF Redevelopment Agreement. Completion date – August 2009.
4. The sixth partial payment to Technical Design Services in the amount of \$1,900 on a contract amount of \$99,619 of which \$54,425 will have been paid to date for work certified as 55% complete for the Enterprise Resource Planning Full System Selection Process – Phase I. Completion date – February 2010.
5. The thirteenth partial payment to Stark Excavating, Inc. in the amount of \$160,816.50 on a contract amount of \$2,589,000 of which \$1,813,600.89 will have been paid to date for work certified as 70% complete for the McGraw Park Phase II – General Construction. Completion date – September 2009.
6. The first partial payment to James Shirk/Sale Barn Properties in the amount of \$160,052.34 on a contract amount of \$480,157 of which \$160,052.34 will have been paid to date for work certified as 33% complete for the James Shirk – Purchase of Right of Way and Easement. Completion date – March 2010.
7. The tenth partial payment to Rowe Construction Co. in the amount of \$386,788.68 on a contract amount of \$3,476,726.41 of which \$2,549,450.65 will have been paid to date for work certified as 73% complete for the Lincoln Street – Bunn to Morrissey (MFT 92-00283-00-RP). Completion date – October 2009.
8. The second partial payment to McLean County Asphalt in the amount of \$35,863.45 on a contract amount of \$250,000 of which \$197,113.88 will have been paid to date for work certified as 79% complete for the 2009-2010 Street & Alley Repair. Completion date – April 2010.
9. The twentieth partial payment to Whittman Hydro Planning Associates, Inc. in the amount of \$80,914.67 on a contract amount of \$868,846 of which \$630,172.30 will have been paid to date for work certified as 73% complete for the Strategic Source Water Study. Completion date – September 2010.
10. The fifth and final payment to William Masters, Inc. in the amount of \$10,503 on a contract amount of \$105,030 of which \$105,030 will have been paid to date for work certified as 100% complete for the Installation of New Transformer at the Water Treatment Plant. Completion date – December 2009.

11. The fifth and final payment to George Gildner, Inc. in the amount of \$15,534.68 on a contract amount of \$112,073.68 of which \$112,073.68 will have been paid to date for work certified as 100% complete for the Lee Street Sanitary Sewer Extension. Completion date – May 2010.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

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

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of August, 2009

RECOMMENDATION: That the audit of the bills and payrolls for the Township for the month of August, 2009 be made a matter of record.

BACKGROUND: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the month of August, 2009 were presented for Audit by the Township Supervisor.

The Audit of these accounts took place on Monday, September 28, 2009 at 7:00 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the audit of the bills and payroll be made a matter of record.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Report

RECOMMENDATION: That the report be received and placed on file.

BACKGROUND: The following reports should be received and placed on file with the City Clerk:

1. Monthly Receipt & Expenditure Report, August 2009.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the report be placed on file and made a matter of record.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for the Parkview Area Water Main Replacement Project, Phase II

RECOMMENDATION: That the bid be awarded to George Gildner, Inc. in the amount of \$251,326, the contract be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: The Parkview area is an older residential neighborhood that has been the site of numerous water main failures in recent years. The Parkview Area Water Main Replacement Project, Phase II, for the purpose of water system improvement, is bounded on the north by Wood Street, on the east by Barker Street, on the south by Miller Street and on the west by the Union Pacific railroad tracks.

Phase I involved the installation of replacement water mains on Livingston Street from Beyer to Tokio Street, Tokio Street from Livingston Street to Hinshaw Avenue, Barker Street from Tokio Street to Beyer Street and the alley between Barker Street and Hinshaw Avenue, south of Tokio Street. This phase was completed in the spring of 2008.

Phase II involves the replacement of the water mains on Miller Street from Barker Street to the railroad tracks, a portion of Pancake Street between Miller and Wood Streets, Hinshaw Avenue from Miller Street to Wood Street and Barker Street from Miller Street to Wood Street. The project also involves the installation of four (4) new or replacement fire hydrants, the replacement of all water services from the water main to the curb stop. A few homes will have the water service installed from the water main into their homes because the current “water main” they are connected to is not in the front of the home and their curb stop is either in a side or back yard. Additionally, two (2) old undersized “water mains”, a six inch (6”) main and a two inch (2”) line, that run through now abandoned alleys will be abandoned in place and no longer used when the project is completed.

Requests for bids were advertised and sealed bids for the project were opened on September 9, 2009 at 2:00 P.M., at the City Clerk’s Office. The following is the summary of the bids received:

George Gildner, Inc.	\$251,192.00
Hoerr Construction, Inc.	\$389,365.00

Stark Excavating, Inc.

\$399,916.00

Staff has analyzed these bids and finds all to be in order. The Engineer's estimate for this project was \$410,000. Staff respectfully requests that Council accept the least cost, qualified bid and award the contract to George Gildner, Inc. in the amount of \$251,192.00. Funds for this project were included in the fiscal year 2009/2010 budget in Water Department Depreciation Funds (Account # X50200-72540) in the amount of \$350,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting concerning this project was held on August 11, 2009 at the Miller Park Pavilion.

FINANCIAL IMPACT: This water main replacement project is included in the FY 2009/10 capital budget for the Water Department. This project will require the payment of \$251,192 from the Water Department Depreciation Fund, X50200-72540. The fund has a positive balance.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Craig M. Cummings
Director of Water

David A. Hales
City Manager

Alderman Stearns questioned if the reason for replacing this water main was a combined line serving multiple homes. Craig Cummings, Director of Water addressed the Council. He responded negatively. He noted that the number of water line breaks in the area. There were two (2) unique situations involving vacated alleys with undersized lines. These lines would be eliminated.

Alderman Stearns questioned funding, and the status of the Water Depreciation Fund. Mr. Cummings believed there was approximately \$2 million in this fund. The service line program through the City's PACE Department was no longer being funded. Future issues would be addressed on an individual basis.

Alderman Purcell was thankful for the competitive bidding process which saved the City money. Mr. Cummings noted that competitive bids were always used for Water Department construction projects.

Alderman Huette agreed that competitive bidding saved the City money. Competition was good for the City.

Motion by Alderman Anderson, seconded by Alderman Purcell that the bid be awarded to George Gildner, Inc. in the amount of \$251,326, the contract approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Services Contract for the Center for Performing Arts

RECOMMENDATION: That the contract be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff respectfully requests approval of contract to engage persons and/or groups represented by Pentacle/DanceWorks, Inc. to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Base expenses for the contract will be \$15,750.

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

FINANCIAL IMPACT: Funding for this contract is budgeted in the Cultural District account X21100-70220. Fees will be offset by future revenues.

Respectfully submitted for Council consideration.

Prepared by:

John Kennedy
Director of Parks, Recreation & Cultural Arts

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Anderson, seconded by Alderman Purcell that the contract be approved and the Mayor and City Clerk be authorized to execute the necessary documents

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Approval of an Illinois Department of Transportation Highway Permit for the Improvement of the Intersection of Morrissey Drive (US 150) and the George Evans Junior High School Entrance (Ward 8)

RECOMMENDATION: That the Highway Permit be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Community Unit School District No. 5, McLean and Woodford Counties, as part of their effort to construct a new junior high school on the southwest corner of Morrissey Drive (US 150) and TR 1750 East (County Highway 30), will be constructing turn lanes and traffic signals at the intersection of Morrissey Drive and the new Evans Junior High School entrance. The need for the intersection improvements was established by a traffic impact analysis study completed by the school district in July 2008. The proposed intersection improvements include the addition of left and right turn lanes and traffic signals. As US Route 150 is maintained by the State of Illinois, the Illinois Department of Transportation (IDOT), through its District 5 office, requires the City to execute a Highway Permit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT District 5 office in Paris and Community Unit School District No. 5, McLean and Woodford Counties, IL.

FINANCIAL IMPACT: The cost of all improvements will be paid by Community Unit School District No. 5, McLean and Woodford Counties. Maintenance and energy costs of the completed traffic signals will be the responsibility of the City.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the Highway Permit be approved and the Mayor and City Clerk be authorized to execute the necessary documents

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of BAPS 12, LLC, d/b/a Amigo's Express, located at 502 N. Prospect Rd., for a PAS liquor license, which will allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION: Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that a PAS liquor license for BAPS 12, LLC, d/b/a Amigo's Express, located at 502 N. Prospect Rd., be created, contingent upon compliance with all applicable health and safety codes.

BACKGROUND: The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the request of BAPS 12, LLC, d/b/a Amigo's Express, located at 502 N. Prospect Rd., requesting a PAS liquor license which allows the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp, and Steve Petersen; George Boyle, Asst. Corporation Counsel; Tracey Covert, City Clerk; Sonal and Rakesh Patel, owners/operators and Applicant representatives, and Mac Arnold, Applicant's attorney.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present the business plan. Rakesh Patel, owner/operator and Applicant representative, addressed the Commission. He had lived in the City for the past ten (10) years. He operated a couple of local hotels. In addition, he had operated Main St. Convenient located at 1919 S. Main St. for the past eight (8) years. He had operated this business since 2001 without a violation. Amigo's Express was a Hispanic grocery store. There had been requests from customers for liquor products. He expressed his hope to grow the business.

Commissioner Buchanan wanted to confirm the application's requested classification. Mr. Patel restated the business' focus on Hispanic products.

Commissioner Petersen questioned the business' closing hour. Mr. Patel responded 8:00 p.m. Amigo's Express offered phone cards, dry groceries, and wire transfer services.

Commissioner Buchanan informed the Commission that he had visited the store. He described it as pleasant. He reviewed the submitted floor plan. He noted that there would be a three (3) door cooler which would house beer.

Commissioner Petersen questioned the size of liquor products available for sale. Mr. Patel stated 750 ml. Smaller bottles would be placed behind the counter.

Commissioner Buchanan noted that the premise would be the store's interior. He encouraged Mr. Patel to watch the parking lot.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately fifty-five (55) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the September 8, 2009 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This will be a new liquor license with an annual fee of \$1,410.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Motion by Alderman Anderson, seconded by Alderman Purcell that a PAS liquor license for BAPS 12, LLC, d/b/a Amigo's Express located at 502 N. Prospect Rd., be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Mugshots, LLC, d/b/a Mugshots, located at 107 W. Front St., for a TAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved

RECOMMENDATION: Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that a TAS liquor license for Mugshots, LLC, d/b/a Mugshots, located at 107 W. Front St., be created, contingent upon compliance with all applicable health and safety codes.

BACKGROUND: The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the request of Mugshots, LLL, d/b/a Mugshots, located at 107 W. Front St., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp, and Steve Petersen; George Boyle, Asst. Corporation Counsel; Tracey Covert, City Clerk; Mark Bentley, owner/operator and Applicant representative.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present the business plan. He noted that this would be a new entity located in former site of Canteen. Mark Bentley, owner/operator and Applicant representative, addressed the Commission. He was a life long resident of the City. He currently owned and operated a tanning salon business in Normal. He had also been a painter at Illinois State University for seventeen (17) years. He like his brothers, Bill and David, were business minded. He knew how to own and operate a business. He knew Karen Murukas, Canteen's owner. The timing was right. There was a contract for the sale of the business. He hoped to do well and believed that he would be an asset to the community.

Commissioner Buchanan addressed the contract for sale of the business. He noted that the lease would remain with Ms. Murukas. Mr. Bentley expressed his belief that he owned the business unless he broke the contract. George Boyle, Asst. Corporation Counsel, noted that it would be an installment sale. Commissioner Buchanan questioned who owned the property and held an authorized lease. Mr. Bentley stated that he would be subletting the property. Commissioner Buchanan stated that the City's legal staff would provide the City with the necessary assurances. Mr. Bentley noted that he had taken over the business on July 29, 2009. Tracey Covert, City Clerk, informed the Commission that the Application would appear on the Council's September 28, 2009 meeting.

Mr. Boyle questioned Mr. Bentley's response to question (1). Mr. Bentley responded that he was unsure how to answer same. Ms. Covert noted that a state liquor license is obtained after the City license is approved and created.

Mr. Boyle questioned any changes to the business. Mr. Bentley expressed his interest in adding food. He would have to install a kitchen. He did not have a time line for same. He planned to look into a possible venture.

Commissioner Clapp restated that Mr. Bentley planned no changes. Mr. Bentley expressed his interest in obtaining a feel for the business. Current staff included his fiancé, an experienced bartender, and himself. The existing business owner, Karen Murukas, had been working with them.

Commissioner Buchanan questioned the hours of operation. Mr. Bentley stated that the business hours would be the same, (Wednesday through Saturday, 4:00 p.m. until closing hour). He cited the learning curve to the tavern business.

Commissioner Petersen stated that there would not be any live entertainment. Mr. Bentley responded that Mugshots would have to offer something to improve the business. He cited karaoke and/or small bands. Commissioner Buchanan noted that the Application should be amended to reflect same.

Commissioner Petersen questioned if Mr. Bentley had considered alcohol sales training classes, (TIPS, BASSETT, and/or STEPS). Mr. Bentley expressed his willingness to attend any and all classes that would help him operate his business better. He informed the Commission that the McLean County Health Department was scheduled to inspect the premise the next day.

Commissioner Petersen questioned Chapter 6. Alcoholic Beverages, Section 2(e). He cited the forty-five (45) day provision. Mr. Boyle noted that the file contained a letter from the seller. He also requested a letter from the buyer.

Commissioner Buchanan opened the hearing to public comment. No one came forward to address the Commission.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately twenty-six (26) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the September 8, 2009 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Motion by Alderman Anderson, seconded by Alderman Purcell that a TAS liquor license for Mugshots, LLC, d/b/a Mugshots located at 107 W. Front St., be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Land Lease Amendment

RECOMMENDATION: That the land lease amendment be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: For many years the Parks and Recreation Department has managed a community gardens program with thirty-eight (38) full-size and eight (8) half-size garden plots available for reservation. The program originated at Sunnyside Park then moved to Rollingbrook Park, and for the last several years it has been at the corner of Hershey and Ireland Grove Road.

A two (2) year lease agreement for the land located at the intersection of Hershey and Ireland Grove Roads with Sunrise Co. LLC was signed on May 15, 2008. It will expire October 31, 2009. Both parties are interested in extending the lease for an additional two (2) years until October 31, 2011 at the cost of \$1.00 per year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Sunrise Co., LLC.

FINANCIAL IMPACT: Funding for the lease is available in G14110-70990.

Respectfully submitted for Council consideration.

Prepared by:

John Kennedy
Director-Parks, Recreation & Cultural Arts

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency by:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

LEASE AMENDMENT

THIS LEASE AMENDMENT (the "Amendment"), is made and entered into on the date adjacent to each signature line hereafter, by and between SUNRISE CO., LLC, hereinafter referred to as "Lessor," and THE CITY OF BLOOMINGTON, hereinafter referred to as "Lessee," and modifies that certain lease (the "Lease") executed by Lessor and Lessee on May 15, 2008.

1. Lessor and Lessee entered into that certain Lease Agreement dated as of the 15th day of May, 2008 (the "Lease"), whereby Lessor leased to Lessee the approximate north two (2) acres of property owned by Sunrise Co, LLC located at the southwest intersection of Ireland Grove Road and Hershey Road, Bloomington, IL.
2. The Term of the Lease was to terminate October 31, 2009 and Lessor and Lessee have agreed to extend the Term as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows (capitalized terms used herein having the meaning attributed to them in the Lease unless specifically otherwise provided):

- A. Term. The term of this Amendment shall commence on November 1, 2009, (the "Extension Term Commencement Date") and will continue thereafter through October 31, 2011 (the "Extension Lease Termination Date"), unless sooner terminated in accordance with the terms of the Lease and the Addendums (as amended hereby). Lessor and Lessee agree that all terms, provisions and conditions of the Lease shall remain in full force and effect up to and until the Extension Lease Termination Date.
- B. Rental. Commencing on November 1, 2009, and thereafter until the Extension Lease Termination Date, Lessee shall pay as rental in accordance with the Lease terms previously executed on May 15th, 2008, One Dollar per year.

IN WITNESS, WHEREOF, the parties have caused this lease to be executed in duplicate and attested to this day and year first above written.

By: Stephen F. Stockton
Mayor
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Date: September 29, 2009

By: James. A. Shirk
Sunrise Co., LLC
PO Box 1549
Bloomington, IL 61702

Date: December 22, 2009

Motion by Alderman Anderson, seconded by Alderman Purcell that the land lease amendment be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Acceptance of Easements from Eastlake, LLC and John White and Rebecca Fish-White

RECOMMENDATION: That the Easement Agreements and Permanent Utility Easements be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: As part of the development of the area adjacent to the proposed Benjamin School, it is necessary for the property owners to dedicate permanent public utility easements, as well as temporary construction easements for the public utilities. Staff has reviewed the easements and the accompanying plats. All are in order.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Representatives of Community Unit School District No. 5, McLean and Woodford Counties.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Reviewed by:

Jim Karch
Director of Public Works

EASEMENT AGREEMENT

THIS AGREEMENT is made this 27th day of October, 2009, between the EASTLAKE, LLC, an Illinois Limited Liability, (hereinafter referred to as Grantor) and the City of Bloomington, a municipal corporation (hereinafter referred to as Grantee).

WHEREAS, Grantor owns and occupies certain property in or adjacent to the City of Bloomington, McLean County, Illinois, and legally described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Grantee has asked Grantor for a Permanent Easement For Public Utility Purposes, a Drainage Easement and a Temporary Easement for Working Purposes Only During Construction to allow Grantee to grade the easement area and to install, clear, trench for, lay, construct, operate, alter, maintain and remove utilities, water lines, sewer lines and all necessary appurtenances thereto; and

WHEREAS, an easement plat showing the size and location of the proposed easements prepared by Charles E. Hurliman, Illinois Professional Land Surveyor No. 2285, on April 3, 2009, and referred to as the Drainage and Utility Easements The Grove PH 2 Stream Easement Bloomington, Illinois (hereinafter referred to as the "Plat") is attached as Exhibit B and incorporated by reference; and

WHEREAS, Grantor has agreed to give Grantee the easements as depicted in the Plat.

NOW, THEREFORE, the PARTIES HERETO AGREE AS FOLLOWS:

1. Easement Granted. Grantor hereby grants, conveys, quit claims and dedicates to Grantee the permanent easements attached hereto and incorporated herein as Exhibit C.
2. Temporary Construction Easement. Grantee and Grantee's employees, agents and contractors shall have the right to enter upon the temporary construction easement for the purpose of working and maneuvering space for materials, equipment, displaced earth and personnel during the installation of utilities, water lines and sewer lines located within the permanent easement area. There shall be no vehicle parking in the permanent easement or temporary construction easement, except construction equipment that is necessary for the purpose of installations within the permanent easement. With the exception of the materials that will be located within the permanent easement, there shall be no storing of materials in the permanent or temporary construction easement. The Temporary Construction Easement shall terminate nine (9) months after the commencement of construction unless renewed in writing by Grantor.
3. Restoration of Grantor's Property. At Grantee's expense, Grantee shall restore the Grantor's property per the plans for the Kickapoo Creek Restoration, Phases I and II. After completion of the construction, Grantee shall restore any surface area into which the Grantee digs, excavates or otherwise disturbs, to its grade and condition at the execution of this Agreement. Grantee shall repair any damage to underground drainage

tiles with SDR 35 PVC pipe of the same diameter following State Standards or outlet to the stream restoration project. Tile repairs are to have granular backfill to support the tile. Grantee shall replace driveways and entrances with like materials. Grantee shall restore any and all grassy areas existing at the execution of this Agreement. Grantee shall repair or replace all other damage to Grantor=s property caused by Grantee during the construction contemplated by this Agreement.

4. Purchase Price for Permanent. This Easement Agreement is in furtherance of a certain Annexation Agreement by and between the Grantee and Grantor, dated April 21, 2005, and recorded with the McLean County Recorder of Deeds on May 8, 2006, as Document No. 2006 - 11501 and the parties hereto acknowledge the receipt of adequate consideration.
5. Construction and Maintenance. Grantee shall install such utilities, water lines and sewer lines as it so desires in its sole discretion and all necessary appurtenances thereto at its sole cost and Grantee shall maintain such items after installation at its sole cost. Grantee warrants that all the work in the permanent easement area shall be completed in a commercially reasonable fashion using materials that are new and of high quality and that said work and materials shall comply in all respects with each and every related law, ordinance, permit, covenant and restriction.
6. Indemnification of Grantor. Grantee agrees to indemnify and hold the Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment for damage or injury to persons or property or violations of federal, state or county law which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Easement Agreement.
7. Stream Easement. Notwithstanding anything in this Agreement to the contrary, Tract 1 as set forth in the Plat shall be developed and maintained in accordance with the Annexation Agreement by and between the Grantee and Grantor, dated April 21, 2005, and recorded with the McLean County Recorder of Deeds on May 8, 2006, as Document No. 2006-11501.
8. Representations. Grantor makes no representations regarding the existence of other easements, rights of entry, liens or other encumbrances on the property subject to the easement granted herein. Grantee shall take the easement to be granted by Grantor subject to all such other easements, rights of entry, liens, and encumbrances and Grantee shall exercise the rights granted hereunder so as not to interfere with such other easements, rights of entry, liens or encumbrances.
9. Mutual Attorneys Fees. Should either party be required to incur attorney's fees, costs, and/or other expenses, (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms hereof, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other part.

10. Running of Benefits. The terms, conditions and provisions of this grant of easement as herein set forth shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land.
11. Merger. This Easement Agreement contains the complete understanding of the parties with respect to the matters contained herein and supersedes all other agreements, express or implied, oral or written with respect to these matters and any such agreements are merged with this Agreement.

City of Bloomington, a Municipal Corporation (“Grantee”)

Eastlake, LLC, an Illinois Limited Liability Company (“Grantor”)

By: Stephen F. Stockton, Mayor

By: William C. Doud, Member

Attest:

Attest:

Tracey Covert, City Clerk

Laurence F. Hundman, Member

EXHIBIT A
Legal Description

Tract 1: (Drainage and Utility Easement)

A part of the Southwest Quarter, the Southeast Quarter and the Northeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of Lot 25 in The Grove on Kickapoo Creek First Addition in the City of Bloomington per plat recorded May 30, 2007 as Document No. 2007-13421 in the McLean County Recorder’s Office, McLean County, Illinois. From said Point of Beginning, thence northeast 57.02 feet along the North Line of said Lot 25; thence northeast, east, southeast, south and southwest 588.93 feet along said North Line, the North Line of Lot 24 the Easterly Line of Lot 23 and the Southeasterly Line of Lot 22, all in said First Addition, said Lines being the arc of a curve concave to the southwest with a radius of 180.00 feet and the 359.24 foot chord of said arc forms an angle to the right of 246°-27’-53” with the last described course to a Point of Reverse Curve; thence southwesterly 122.99 feet along the Southeasterly Line of said Lot 22 and the Easterly Line of Lot 20 in said First Addition being the arc of a curve concave to the southeast with a radius of 120.00 feet and the 117.67 foot chord of said arc forms an angle to the right of 244°-22’-11” with the last described chord to a Point of Reverse Curve; thence southwesterly 72.78 feet along the Easterly Line of said Lot 20 and the Easterly Line of Lot 19 in said First Addition being the arc of a curve concave to the northwest with a radius of 1,299.00 feet and the 72.77 foot chord of said arc forms an angle to the right of 152°-14’-38” with the last described chord to the Northwest Corner of a tract of land conveyed to the City of Bloomington per warranty deed recorded April 7, 2008 as Document No. 2008-9415 in said Recorder’s Office; thence southeast 1,190.76 feet along the North Line of said Tract which forms an angle to the right of 91°-36’-18” with the last described chord; thence

northeasterly 101.30 feet along an arc of a curve concave to the southeast with a radius of 245.00 feet and the 100.58 foot chord of said arc forms an angle to the right of $101^{\circ}-50'-40''$ with the last described course to a Point of Tangency; thence northeast 160.00 feet along a line which forms an angle to the right of $191^{\circ}-50'-40''$ with the last described chord to a Point of Curve; thence northeasterly, easterly and southeasterly 384.85 feet along the arc of said curve concave to the south with a radius of 245.00 feet and the 346.48 foot chord of said arc forms an angle to the right of $225^{\circ}-00'-00''$ with the last described course to a Point of Tangency; thence southeast 640.71 feet along a line which forms an angle to the right of $225^{\circ}-00'-00''$ with the last described chord; thence southeasterly 163.40 feet along an arc of a curve concave to the northeast with a radius of 600.00 feet and the 162.90 foot chord of said arc forms an angle to the right of $180^{\circ}-40'-04''$ with the last described course; thence northeast 60.08 feet along a line which forms an angle to the right of $79^{\circ}-19'-56''$ with the last described chord; thence northwesterly, northerly and northeasterly 1,358.47 feet along the arc of a curve concave to the east with a radius of 540.00 feet and the 1,027.54 foot chord of said arc forms an angle to the right of $165^{\circ}15'-14''$ with the last described course; thence northeast 265.08 feet along a line which forms an angle to the right of $227^{\circ}-51'-59''$ with the last described chord; thence northeast 170.89 feet along a line which forms an angle to the right of $168^{\circ}-20'-43''$ with the last described course; thence northeast 558.86 feet along a line which forms an angle to the right of $188^{\circ}-56'-59''$ with the last described course; thence northeast 316.63 feet along a line which forms an angle to the right of $163^{\circ}-57'-11''$ with the last described course; thence northeast 441.83 feet along a line which forms an angle to the right of $184^{\circ}-15'-32''$ with the last described course; thence east 188.09 feet along a line which forms an angle to the right of $226^{\circ}-46'-51''$ with the last described course to a point lying 50.00 feet normally distant west of the East Line of said Northeast Quarter; thence north 651.05 feet along a line which is parallel with said East Line and which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence west 62.10 feet along a line which forms an angle to the right $90^{\circ}-00'-00''$ with the last described course to a Point of Curve; thence northwesterly 97.59 feet along the arc of said curve concave to the north with a radius of 342.00 feet and the 97.26 foot chord of said arc forms an angle to the right of $188^{\circ}-10'-29''$ with the last described course to a point of compound curve; thence northwesterly 209.53 feet along the arc of said curve concave to the northeast with a radius of 1,490.00 feet and the 209.36 foot chord of said arc forms an angle to the right of $192^{\circ}-12'-12''$ with the last described chord; thence southwest 153.29 feet along a line which forms an angle to the right of $113^{\circ}-26'-35''$ with the last described chord; thence southeast 85.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to a Point of Curve; thence southeasterly, southerly and southwesterly 337.72 feet along the arc of said curve concave to the west with a radius of 215.00 feet and the 304.06 foot chord of said arc forms an angle to the right of $225^{\circ}-00'-00''$ with the last described course to a Point of Tangency; thence southwest 1,092.51 feet along a line which forms an angle to the right of $225^{\circ}-00'-00''$ with the last described chord; thence southwest 270.67 feet along a line which forms an angle to the right of $191^{\circ}-11'-12''$ with the last described course; thence southwest 218.59 feet along a line which forms an angle to the right of $187^{\circ}-36'-24''$ with the last described course; thence southwest 702.69 feet along a line which forms an angle to the right of $172^{\circ}-55'-40''$ with the last described course; thence southwest 439.79 feet along a line which forms an angle to the right of $196^{\circ}-14'-08''$ with the last described course; thence southwest 460.89 feet along a line which forms an angle to the right of $175^{\circ}-58'-47''$ with the last described course; thence southerly, southwesterly, westerly, northwesterly and northerly 838.70 feet along the arc of a curve concave to the north

with a radius of 250.00 feet and the 497.16 foot chord of said arc forms an angle to the right of 209°-41'-10" with the last described course; thence northwest 423.06 feet along a line which forms an angle to the right of 240°-18'-50" with the last described chord; thence west 403.91 feet along a line which forms an angle to the right of 108°-43'-05" with the last described course; thence southwest 294.56 feet along a line which forms an angle to the right of 111°-10'-02" with the last described course to the Point of Beginning, containing 47.76 acres, more or less.

Tract 2: (Utility Easement)

All of the West 25 feet of the East 50 feet of the Southeast Quarter and the Northeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying south of and adjacent to the North Line of property in said Northeast Quarter conveyed to Eastlake, L.L.C. per Trustee's Deed recorded as Document No. 2005-33242 in the McLean County Recorder's Office, except from all of the above described property that portion lying within a tract of land conveyed to Rebecca S. Fish-White per Quit Claim Deed recorded as Document Nos. 2005-36870 and 88-11204 in said Recorder's Office and also, except the South 25 feet of said Southeast Quarter.

Tract 3: (Utility Easement)

All that portion of the North 25 feet of the South 50 feet of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying east of a line which is parallel with the East Line of said Southeast Quarter and intersects the South Line of said Southeast Quarter at a distance of 494.11 feet west of the Southeast Corner of said Southeast Quarter, except therefrom the East 50 feet thereof.

Temporary Easement for Working Purposes Only During Construction:

All of the East 25 feet of the Northeast Quarter, all of the East 25 feet of the Southeast Quarter and all of the South 25 feet of the Southeast Quarter, all in Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying east of and adjacent and south of and adjacent to the above described Tracts 2 and 3.

(EXHIBIT B, DRAINAGE AND UTILITY EASEMENTS, THE GROVE PH 2 STREAM EASEMENT PLAT ON FILE IN CLERK'S OFFICE)

EXHIBIT C

PERMANENT EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE

This Indenture Witnesseth that EASTLAKE, LLC, an Illinois Limited Liability Company (hereinafter referred to as "Grantor") for and in consideration of Ten Dollars (\$10.00) and Other Good and Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, quit claim and dedicate to the City of Bloomington, Illinois, a municipal corporation (hereinafter referred to as "Grantee") the following: (1) a Permanent Easement For Public Utility Purposes, including clearing, trenching for, laying, constructing,

operating, altering, maintaining and removing utilities, water lines, sewer lines and all necessary appurtenances thereto, which easement is more particularly described and depicted as Tract 1, Tract 2 and Tract 3 on the Plat prepared by Charles E. Hurliman, Illinois Professional Land Surveyor No. 2285, on April 3, 2009, and referred to as the Drainage and Utility Easements The Grove PH 2 Stream Easement Bloomington, Illinois, said Plat being attached hereto and incorporated herein, and (2) a Permanent Drainage Easement, which easement is more particularly described and depicted as Tract 1 on said Plat, and (3) a Temporary Easement for Working Purposes Only During Construction, which easement is more particularly described and depicted on said Plat.

The grant of this Easement is subject to the terms and conditions set forth in an Easement Agreement by and between Grantor and Grantee dated October 27th, 2009, and the following:

1. Grantee shall have through its employees, agents and/or contractors the free right of ingress and egress over and across the easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.

2. Grantee agrees to repair or pay Grantor for any damage to Grantor's property resulting from Grantee's exercise of the rights granted hereunder, including without limitation any damage to water or sewer lines, irrigation lines, fences and trees. Grantee further agrees that whenever it digs into, excavates or otherwise disturbs the surface area of the easement, it will promptly restore any such surface area so disturbed to its pre-existing condition.

3. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property on the above described premises which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Grant of Easement.

4. The terms, conditions and provisions of this Grant of Easement as herein set forth shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land.

DATED this 27th day of October, 2009.

EASTLAKE, LLC

By: William C. Doud, Member

Attest:

Laurence F. Hundman, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that William C. Doud and Laurence F. Hundman, Members of Eastlake, LLC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 27th day of October, 2009.

Kristie L. Feldman
Notary Public

EASEMENT AGREEMENT

THIS AGREEMENT is made this 11th day of November, 2009, between JOHN WHITE and REBECCA S. FISH-WHITE, husband and wife, of Bloomington, Illinois, (hereinafter referred to as Grantor) and the City of Bloomington, a municipal corporation (hereinafter referred to as Grantee).

WHEREAS, Grantor owns and occupies certain property adjacent to the City of Bloomington, McLean County, Illinois, and legally described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Grantee has asked Grantor for a Permanent Easement For Public Utility Purposes and a Temporary Easement Required for Working Purposes Only During Construction to allow Grantee to grade the easement area and to install, clear, trench for, lay, construct, operate, alter, maintain and remove utilities, water lines, sewer lines and all necessary appurtenances thereto; and

WHEREAS, an easement plat showing the size and location of the proposed easements prepared by Charles E. Hurliman, Illinois Professional Land Surveyor No. 2285, on September 10, 2009, and referred to as the Utility Easement Plat, John White and Rebecca S. Fish-White, Bloomington, Illinois (hereinafter referred to as the "Plat") is attached as Exhibit B and incorporated by reference; and

WHEREAS, Grantor has agreed to give Grantee the easements as depicted in the Plat.

NOW, THEREFORE, the PARTIES HERETO AGREE AS FOLLOWS:

1. Easement Granted. Grantor hereby grants, conveys, quit claims and dedicates to Grantee the permanent easements attached hereto and incorporated herein as Exhibit C.
2. Temporary Construction Easement. Grantee and Grantee's employees, agents and contractors shall have the right to enter upon the temporary construction easement for the purpose of working and maneuvering space for materials, equipment, displaced earth and personnel during the installation of utilities, water lines and sewer lines located within the permanent easement area. There shall be no vehicle parking in the permanent easement or temporary construction easement, except construction equipment that is necessary for the purpose of installations within the permanent easement. With the exception of the materials that will be located within the permanent easement, there shall be no storing of materials in the permanent or temporary construction easement. The Temporary Construction Easement shall terminate nine (9) months after the commencement of construction unless renewed in writing by Grantor.
3. Restoration of Grantor's Property. At Grantee's expense, Grantee shall promptly restore the Grantor's property to its condition at the execution of this Agreement, including, but not limited to the following:
 - a. During construction, trenching and laying of the utilities and water and/or sewer lines, Grantee shall remove a minimum of two feet in thickness of topsoil, and shall replace that topsoil after completion of the construction on the area within the permanent easement.
 - b. After completion of the construction, Grantee shall restore any surface area into which the Grantee digs, excavates or otherwise disturbs, to its grade and condition at the execution of this Agreement. Grantee shall repair any damage to underground drainage tiles with SDR 35 PVC pipe of the same diameter following State Standards. Tile repairs are to have granular backfill to support the tile. Grantee shall replace driveways and entrances with like materials. Grantee shall restore any and all grassy areas existing at the execution of this Agreement. Grantee shall repair or replace all other damage to Grantor's property caused by Grantee during the construction contemplated by this Agreement.
 - c. Grantee shall at all times provide a safe passage through the permanent easement area.
4. Purchase Price for Permanent. The consideration for the permanent easement shall be Grantor's right, at Grantor's expense, to "tap on" to any sewer or water lines installed in the permanent easement.
5. Construction and Maintenance. Grantee shall install such utilities, water lines and sewer lines as it so desires in its sole discretion and all necessary appurtenances thereto at its sole cost and Grantee shall maintain such items after installation at its sole cost. Grantee warrants that all the work in the permanent easement area shall be completed in a commercially reasonable fashion using materials that are new and of high quality and that

said work and materials shall comply in all respects with each and every related law, ordinance, permit, covenant and restriction.

6. Indemnification of Grantor. Grantee agrees to indemnify and hold the Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment for damage or injury to persons or property or violations of federal, state or county law which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Easement Agreement.
7. Improvements. Grantor may not place, build, construct or erect any improvements or structures within the easement area without Grantee's consent. Grantee hereby consents that Grantor may restore the easement area to its condition prior to the execution of this Agreement.
8. Representations. Grantor makes no representations regarding the existence of other easements, rights of entry, liens or other encumbrances on the property subject to the easement granted herein. Grantee shall take the easement to be granted by Grantor subject to all such other easements, rights of entry, liens, and encumbrances and Grantee shall exercise the rights granted hereunder so as not to interfere with such other easements, rights of entry, liens or encumbrances.
9. Mutual Attorneys Fees. Should either party be required to incur attorney's fees, costs, and/or other expenses, (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms hereof, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party.
10. Running of Benefits. The terms, conditions and provisions of this grant of easement as herein set forth shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land.
11. Merger. This Easement Agreement contains the complete understanding of the parties with respect to the matters contained herein and supersedes all other agreements, express or implied, oral or written with respect to these matters and any such agreements are merged with this Agreement.

City of Bloomington, a Municipal Corporation ("Grantee")

By: Stephen F. Stockton, Mayor

By: John White ("Grantor")

Attest:

By: Rebecca S. Fish-White ("Grantor")

Tracey Covert, City Clerk

EXHIBIT A

Legal Description

Owners: John White and Rebecca S. Fish-White

Description of Property:

A part of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of said Section 9, thence north 887.10 feet along the East Line of the Southeast Quarter of said Section 9 to the Point of Beginning. From said Point of Beginning, thence west 605.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence north 720.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence east 605.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to said East Line; thence south 720.00 feet along said East Line which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning.

This property contains 10.00 acres, more or less.

Permanent Utility Easement Required:

The West 25 feet of the East 50 feet of said property.

Temporary Easement Required for Working Purposes Only During Construction:

The East 25 feet of said property.

Note: The East 50 feet of said property is already subject to an easement granted to Corn Belt Energy Corporation per Document No. 2007-28905 recorded October 19, 2007 in the McLean County Recorder's Office.

(EXHIBIT B, UTILITY EASEMENT PLAT JOHN WHITE AND REBECCA FISH-WHITE ON FILE IN CLERK'S OFFICE)

EXHIBIT C

PERMANENT EASEMENT FOR PUBLIC UTILITIES

This Indenture Witnesseth that JOHN WHITE and REBECCA S. FISH-WHITE, husband and wife, of Bloomington, Illinois (hereinafter referred to as "Grantor") for and in consideration of Ten Dollars (\$10.00) and Other Good and Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, convey, quit claim and dedicate to the City of Bloomington, Illinois, a municipal corporation (hereinafter referred to as "Grantee") the

following: (1) a Permanent Easement For Public Utility Purposes, including clearing, trenching for, laying, constructing, operating, altering, maintaining and removing utilities, water lines, sewer lines and all necessary appurtenances thereto, which easement is more particularly described and depicted on the Plat prepared by Charles E. Hurliman, Illinois Professional Land Surveyor No. 2285, on April 1, 2009, and referred to as the Utility Easement Plat, John White and Rebecca S. Fish-White, Bloomington, Illinois, said Plat being attached hereto and incorporated herein, and (2) a Temporary Easement Required for Working Purposes Only During Construction, which easement is more particularly described and depicted on said Plat.

The grant of this Easement is subject to the terms and conditions set forth in an Easement Agreement by and between Grantor and Grantee dated November 11th, 2009, and the following:

1. Grantee shall have through its employees, agents and/or contractors the free right of ingress and egress over and across the easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.

2. Grantee agrees to repair or pay Grantor for any damage to Grantor's property resulting from Grantee's exercise of the rights granted hereunder, including without limitation any damage to water or sewer lines, irrigation lines, fences and trees. Grantee further agrees that whenever it digs into, excavates or otherwise disturbs the surface area of the easement, it will promptly restore any such surface area so disturbed to its pre-existing condition.

3. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property on the above described premises which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Grant of Easement.

4. The terms, conditions and provisions of this Grant of Easement as herein set forth shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land.

DATED this 11th day of November, 2009.

John White

Rebecca S. Fish-White

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOHN WHITE and REBECCA S. FISH-WHITE, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, and as the free and voluntary act

for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 11th day of November, 2009.

John L. Pratt
Notary Public

Alderman Purcell questioned if the original proposal included a payment to the landowner for the utility easement. Jim Karch, Director of Public Works, addressed the Council. The easement was for a water main and the developer was willing to pay the City.

Motion by Alderman Anderson, seconded by Alderman Purcell that the Easement Agreements and Permanent Utility Easements be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Rezoning of the West Fifty-eight Feet (58') of Lot 1 in the Scritchlow Subdivision Commonly Known as 1005½ Maple Street, (Case Z – 07 – 09)

RECOMMENDATION: That the Rezoning be approved and the Ordinance passed.

BACKGROUND: Earlier this year, Habitat for Humanity purchased the subject property and constructed a single family home on the site. Part of the agreement with Mr. Scritchlow was to convey the rear fifty-eight feet (58') of the lot back to him since that area of the lot exceeded the needs and minimum requirements for a residential lot. However, this action would leave Mr. Scritchlow with a 50 x 58 foot portion of R-1C, Single Family Residential District zoning attached to his B-1, Highway Business District zoned lot. This petition remedies this situation by zoning the entirety of Mr. Scritchlow's remaining lot to B-1.

On August 26, 2009 the Planning Commission held a public hearing resulting in the following:

Chairperson Cain asked for the staff report. Mr. Huber reviewed the history of this site with the Commission. He reminded them how this subdivision came into being a little over a year ago

and how the residential lot was intended to be a buffer to the existing residential to the south. Since this request would not dramatically affect the intended buffering, staff recommended approval.

Todd Bugg, 20284 PJ Keller Highway, Lexington, IL, attorney representing Habitat for Humanity, was present to provide testimony. Mr. Bugg explained that as part of a contract with Mr. Scritchlow, Habitat agreed to file the petition to rezone the west fifty-eight feet (58') of lot 1 which was to be retained as part of lot 2 of the Scritchlow Subdivision. The rezoning is intended to match the existing B-1 property already owned by Mr. Scritchlow.

Chairperson Cain asked for any other testimony. Hearing none, he closed the public hearing. Mr. Cain turned the matter over to the northeast subcommittee. Motion by Commissioner Baughan, seconded by Commissioner Cain to approve Case Z-07-09 as presented. The motion passed by a vote of 9-0.

Staff respectfully recommends that Council approve the Rezoning and the Ordinance be passed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published on August 10, 2009 and twenty-nine (29) notices were mailed to properties within five hundred feet (500').

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed for legal sufficiency:

Mark R. Huber
Director, PACE

Barbara J. Adkins
Deputy City Manager

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Ryan Scritchlow, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate therein of the premises hereinafter legally described as follows: see Exhibit A.
2. That said a premise legally described above presently has a zoning classification of R-1C under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner hereby requests that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B-1 zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R-1C to B-1.

Respectfully submitted,

By: Ryan Scritchlow

ORDINANCE NO. 2009 - 59

**AN ORDINANCE REZONING THE WEST 58 FEET OF LOT 1 IN SCRITCHLOW
SUBDIVISION IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
FROM R-1C TO B-1**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises legally described as follows: see Exhibit A; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises legally described as follows: see Exhibit A shall be and the same are hereby rezoned from R-1C District to B-1 District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of September, 2009.

APPROVED this 29th day of September, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

The West 58 feet of Lot 1 in Scritchlow Subdivision in the City of Bloomington, according to the Plat thereof recorded March 19, 2008 as Document No. 2008-7537, in McLean County, Illinois.

Motion by Alderman Anderson, seconded by Alderman Purcell that the Rezoning be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Ryan Scritchlow, Requesting Approval of a Final Plat for the Scritchlow Resubdivision commonly located East of Maple Street and South of Lincoln (Ward 4)

RECOMMENDATION: That the Final Plat be approved and the Ordinance passed.

BACKGROUND: On March, 10, 2008, Council approved the Final Plat for the Scritchlow Subdivision which includes the subject site. The resubdivision only affects lots 1 and 2 of Scritchlow subdivision. Lot 1A is smaller than the original Lot 1, and Lot 2A is larger than the original lot 2.

Staff respectfully recommends that Council accept the Petition and pass an Ordinance approving the Final Plat for the Scritchlow Resubdivision. Since no extensions or modifications to City infrastructure are necessary, no tap-on fees or bonding is required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch
Director of Public Works

Recommended by:

David A. Hales
City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes RYAN SCRITCHLOW, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Scritchlow Resubdivision (Resubdivision of Lots 1 and 2 of Scritchlow Subdivision in Block 4 of Croxton’s Addition to Bloomington, Southwest ¼ of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois);
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None.

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

Respectfully submitted,

Ryan Scritchlow, Owner,

By: Todd E. Bugg, His attorney

ORDINANCE NO. 2009 - 60

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
SCRITCHLOW RESUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Scritchlow Resubdivision (Resubdivision of Lots 1 and 2 of Scritchlow Subdivision in Block 4 of Croxton's Addition to Bloomington, Southwest ¼ of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois), legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: None; and

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

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

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

1. That the Final Plat of the Scritchlow Resubdivision (Resubdivision of Lots 1 and 2 of Scritchlow Subdivision in Block 4 of Croxton's Addition to Bloomington, Southwest ¼ of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois) be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 28th day of September, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

A resubdivision of Lots 1 and 2 in Scritchlow Subdivision, according to the Plat thereof recorded March 19, 2008 as Document No. 2008-7537 in the McLean County Recorder of Deeds Office, in the West ½ of the Southwest Quarter of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois.

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

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Royal Links Subdivision, Inc. and R. Mack Brown Requesting Approval of the Final Plat for the Resubdivision of Lots 6 through 9 and Outlot 31 in the Villas at Royal Links, and Petition from Royal Links Subdivision, Inc. Requesting Approval of the Final Plat for the Resubdivision of Lots 10 and 11 in the Villas at Royal Links, commonly located at the southeast corner of Ft. Jesse Road and Airport Road (Ward 3)

RECOMMENDATION: That the Final Plats be approved and the Ordinances passed.

BACKGROUND: On December 27, 2005, Council approved the Preliminary Plan for the Villas at Royal Links PUD, and on May 29, 2007, approved the Final Plat for this development. The resubdivisions include access easements and lot size changes in order to provide better access to the garages on the subject lots.

Staff respectfully recommends that Council accept the Petitions and pass the Ordinances approving the Final Plats for the Resubdivision of Lots 6 thru 9 and Outlot 31, and Lots 10 & 11 in the Villas at Royal Links. All fees for this development were paid at the time of original platting. Since no extensions or modifications to City infrastructure are necessary, a surety for uncompleted public improvements is not required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

ORDINANCE NO. 2009 - 61

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
RESUBDIVISION OF LOTS 6 THRU 9 AND OUTLOT 31 OF THE VILLAS AT ROYAL
LINKS SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lots 6 thru 9 and Outlot 31 of the Villas at Royal Links Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: all those listed on the approved Preliminary Plan and approved annexation agreement(s), if any; and

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

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

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

1. That the Final Plat of the Resubdivision of Lots 6 thru 9 and Outlot 31 of the Villas at Royal Links Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 29th day of September, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2009 - 62

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
RESUBDIVISION OF LOTS 10 & 11 OF THE VILLAS AT ROYAL LINKS
SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lots 10 & 11 of the Villas at Royal Links Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: all those listed on the approved Preliminary Plan and approved annexation agreement(s), if any; and

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

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

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

1. That the Final Plat of the Resubdivision of Lots 10 & 11 of the Villas at Royal Links Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 29th day of September, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

Lots 10 and 11 in the Villas at Royal Links, a planned unit development subdivision, in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2007-20681 in the McLean County Recorder's Office.

Motion by Alderman Anderson, seconded by Alderman Purcell that the Final Plats be approved and the Ordinances passed.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Eastlake, LLC, Requesting Approval of a Final Plat for the Grove on Kickapoo Creek Third Addition Subdivision Commonly Located North of Ireland Grove Road and West of Township Road 2100 East (Ward 8)

RECOMMENDATION: That the Final Plat be approved and the Ordinance passed.

BACKGROUND: On March, 13, 2006, Council approved the Preliminary Plan for the Grove on Kickapoo Creek Subdivision which includes the subject site. The subject seventy-four (74) lot subdivision with two (2) outlots is immediately north of the Grove on Kickapoo Creek First Addition Subdivision.

Staff respectfully recommends that Council accept the Petition and pass an Ordinance approving the Final Plat for the Grove on Kickapoo Creek Third Addition Subdivision subject to the Petitioner supplying a surety for any uncompleted public improvements and paying the required tap-on fees prior to recording of the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The future residential properties will generate property tax revenue and annexation fees. There are revenues and costs associated with the entire Grove on Kickapoo Creek development that are detailed in the approved annexation agreements, and are triggered by construction of utilities or final platting.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch
Director of Public Works

Recommended by:

David A. Hales
City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now Comes EASTLAKE, L.L.C., an Illinois Limited Liability Company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the “premises”) and depicted by the Final Plat of The Grove on Kickapoo Creek Third Addition, Bloomington, Illinois prepared by Brent A. Bazan, Professional Land Surveyor No. 3715 of the Farnsworth Group on September 10, 2009, which is attached hereto and incorporated herein.

2. That your Petitioner seeks approval of the Final Plat for the subdivision of said premises to be know and described as The Grove on Kickapoo Creek Third Addition, Bloomington, Illinois.

WHEREFORE, your Petitioner respectfully prays that said Final Plat for The Grove on Kickapoo Creek Third Addition, Bloomington, Illinois, submitted herewith be approved.

Respectfully submitted,

EASTLAKE, L.L.C.

By: William C. Doud, Member

Attest:

Laurence F. Hundman, Member

ORDINANCE NO. 2009 – 63

**AN ORDINANCE APPROVING FINAL PLAT OF
THE GROVE ON KICKAPOO CREEK THIRD ADDTION,
BLOOMINGTON, ILLINOIS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of The Grove on Kickapoo Creek Third Addition, Bloomington, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein; and

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

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

1. That the Final Plat of The Grove on Kickapoo Creek Third Addition, Bloomington, Illinois be, and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval and shall be in full force.

PASSED this 28th day of September, 2009.

APPROVED this 29th day of September, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

A part of the Southeast Quarter of Section 8 and a part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of Lot 128 in The

Grove on Kickapoo Creek First Addition, a subdivision in the City of Bloomington, Illinois recorded as Document No. 2007-13421 in the McLean County Recorder's Office, said Point of Beginning also being on the West Line of the East Half of the Southeast Quarter of said Section 8. From said Point of Beginning, thence north 681.11 feet along said West Line; thence southeast 90.68 feet along a line which forms an angle to the left of $51^{\circ}-10'-06''$ with said West Line to a Point of Curvature; thence east 74.43 feet along the arc of said curve concave to the north with a radius of 100.00 feet and the 72.72 foot chord of said arc forms an angle to the left of $201^{\circ}-19'-16''$ with the last described course to a Point of Tangency; thence east 1211.35 feet along a line which forms an angle to the left of $201^{\circ}-19'-16''$ with the last described chord to a Point of Curvature; thence east 360.80 feet along the arc of said curve concave to the south with a radius of 2780.00 feet and the 360.54 foot chord of said arc forms an angle to the left of $176^{\circ}-16'-55''$ with the last described course; thence south 30.06 feet along a line which forms and angle to the left of $89^{\circ}-54'-26''$ with the last described chord; thence east 86.28 feet along the arc of a curve concave to the south with a radius of 2,750.00 feet and the 86.27 foot chord of said arc forms an angle to the left of $265^{\circ}-26'-10''$ with the last described course to the Northwest Corner of Lot 32 in said First Addition; thence south 180.88 feet along the West Line of said Lot 32 and the West Line of Longfield Road as dedicated in said First Addition which form an angle to the left of $94^{\circ}-33'-50''$ with the last described chord to the Southwest Corner of said Longfield Road; thence east 167.55 feet along the South Line of said Longfield Road being the arc of a curve concave to the south with a radius of 2,570.00 feet and the 167.52 foot chord of said arc forms an angle to the left of $262^{\circ}-17'-08''$ with the last described course to the Northwest Corner of Lot 58 in said First Addition; thence south 161.42 feet along the West Lines of Lots 58 and 59 in said First Addition which form an angle to the left of $97^{\circ}-42'-52''$ with the last described chord to a Point of Curvature; thence south and southwest 240.88 feet along the West Lines of Lots 59 through 62, inclusive, in said First Addition being the arc of a curve concave to the west with a radius of 639.00 feet and the 239.46 foot chord of said arc forms an angle to the left of $169^{\circ}-12'-03''$ with the last described course to a Point of Tangency; thence southwest 87.72 feet along the West Line of said Lot 62 which forms an angle to the left of $169^{\circ}-12'-03''$ with the last described chord to the Northeast Corner of Lot 81 in said First Addition; thence northwest 166.51 feet along the North Line of said Lot 81 which forms an angle to the left of $91^{\circ}-36'-42''$ with the last described course to the Northwest Corner thereof, also, being on the East Line of Kickapoo Creek Road as dedicated in said First Addition; thence northeast 22.48 feet along the East Line of said Kickapoo Creek Road being the arc of a curve concave to the northwest with a radius of 1,123.00 feet and the 22.48 foot chord of said arc forms an angle to the left of $90^{\circ}-34'-25''$ with the last described course to the Northeast Corner of said Kickapoo Creek Road; thence northwest 250.99 feet along the North Line of said Kickapoo Creek Road and the North Line of Lot 82 in said First Addition which form an angle to the left of $270^{\circ}-34'-25''$ with the last described chord to the Northwest Corner of said Lot 82; thence southwest 35.82 feet along the West Line of said Lot 82 which forms an angle to the left of $267^{\circ}-14'-28''$ with the last described course to the Northeast Corner of Lot 103 in said First Addition; thence northwest 180.00 feet along the North Line of said Lot 103 and the North Line of Wicklow Drive in said First Addition which form an angle to the left of $90^{\circ}-00'-00''$ with the last described course to the Northwest Corner of said Wicklow Drive; thence southwest 29.09 feet along the West Line of said Wicklow Drive which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course to the Northeast Corner of Lot 104 in said First Addition; thence northwest 120.00 feet along the North Line of said Lot

104 which forms an angle to the left of 90°-00'-00" with the last described course to the Northwest Corner of said Lot 104; thence southwest 82.45 feet along the West Line of said Lot 104 which forms an angle to the left of 270°-00'-00" with the last described course to a point on the North Line of Lot 105 in said First Addition; thence northwest 270.08 feet along the North Lines of Lots 105, 106, Kerry Hall Court and Lot 107 in said First Addition which form an angle to the left of 101°-30'-34" with the last described course to the Northwest Corner of said Lot 107; thence northwest 93.56 feet along the Northeast Line of Lot 108 in said First Addition which forms an angle to the left of 120°-28'-00" with the last described course to a point on the North Line of said Lot 108; thence west 375.27 feet along the North Lines of Lots 108 through 113, inclusive, which form an angle to the left of 246°-25'-00" with the last described course to the Northwest Corner of said Lot 113; thence southwest 215.66 feet along the West Line of said Lot 113 and the West Line of Londonderry Road in said First Addition which forms an angle to the left of 263°-07'-00" with the last described course to the Southwest Corner of said Londonderry Road; thence southeast 3.84 feet along the South Line of said Londonderry Road which forms an angle to the left of 270°-00'-00" with the last described course to the Northwest Corner of Lot 114 in said First Addition; thence southwest 120.00 feet along the West Line of said Lot 114 which forms an angle to the left of 90°-00'-00" with the last described course to the Southwest Corner thereof; thence northwest 442.98 feet along the North Lines of Lots 124 through 128, inclusive, in said First Addition which form an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning, containing 24.278 acres, more or less.

Part of Parcel Identification Numbers 22-08-400-011; 22-09-300-006 and 22-09-300-007

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

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement for Intervention in Utility Rate Cases - Ameren Electricity

RECOMMENDATION: That the Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Rates for public utilities are regulated by the Illinois Commerce Commission, (ICC). In addition to rates which may be charged by electric utilities to residential, industrial and

commercial customers, the Commerce Commission also regulates the rates which electric companies charge to municipalities for street lighting.

In the last two (2) rate cases filed by AmerenIP, AmerenCILCO, and AmerenCIPS, a number of central Illinois municipalities (in particular, Champaign, Urbana, Normal, Decatur, Peoria, and Bloomington) have agreed to consolidate their efforts by hiring attorneys and experts who specialize in utility rate cases. The City of Champaign has taken the lead in these matters.

In 2006, AmerenIP requested a substantial increase in the delivery services component of its electricity charges. As a result of the intervention by the Central Illinois cities, the estimated annual savings to each city compared with AmerenIP's original proposal were as follows:

Bloomington - \$81,000 savings per year

Champaign - \$47,000 savings per year

Normal - \$34,000 savings per year

Urbana - \$28,000 savings per year

In 2008, the intergovernmental group included Champaign, Urbana, Normal, Bloomington and Decatur. Monticello also joined as a partner. The intergovernmental group actively presented testimony on two (2) issues: opposition to Rider "Q" which would have allowed Ameren to add certain undefined costs to the rate base without going through the normal administrative process, and opposition to the rates for street lighting which were above the cost of service and also above the rates for AmerenCilco and AmerenCIPS. The City, along with other objecting parties, was successful in the first issue. On street lights, the ICC agreed the rates required review but directed Ameren to address that issue in the next rate case.

Intervention has allowed the City to bring its issues to the table and be heard. The costs of intervention can vary depending on the issues to be investigated and the number of cities working together and, historically, has been between \$100,000 and \$125,000. As shown in the 2006 AmerenIP case, the savings to the cities in one (1) year can exceed the cost of intervention for that city.

Ameren has stated that it intends to file more frequent rate cases in order to request more frequent but smaller rate increases. On July 8, 2009, Ameren filed its third (3rd) case in three (3) years requesting rate increases in its gas and electric delivery tariffs for AmerenIP, AmerenCilco, and AmerenCIPS. All the cases have been consolidated. The delivery tariff is the portion of the utility bill which seeks recovery for the utility's cost for delivering electricity to the customers' premises and normally consists of approximately thirty percent (30%) of the total bill. In the case of street lighting, however, the delivery service tariff is a higher percentage of the bill. The rate increase requested by AmerenIP of its delivery tariff is approximately twenty-two percent (22%).

The deadline for testimony by interveners is September 28, 2009. Because the City of Champaign has already hired attorneys and experts to review AmerenIP's proposed tariff, Central Illinois cities will have their interests represented. The City of Champaign has hired

attorney Richard C. Balough of Chicago and the consulting firm R.W. Beck, as it has done in the past.

However, as the current situation shows, the tight time frame in cases before the Commerce Commission can put interveners at a disadvantage. To address this issue, an intergovernmental agreement has been drafted by the Legal Department of the City of Champaign which will not only permit municipalities to work together in the current rate case, but to have a framework which will permit our experts more lead time to prepare their testimony.

The Intergovernmental Agreement would commit the cities who sign it to automatically share the costs for preliminary review of a filing, including the preliminary assessment of the present 2009 filing. The preliminary report reviews the testimony and evidence filed by Ameren to evaluate which specific issues would be of most significance to the city participants. In this way, the initial cost, which has been under \$15,000, is shared by all the parties and this makes it an inexpensive investment to learn what issues are presented by the individual case. When the Intergovernmental Agreement is in place after approval by participating local governments, the preliminary assessment can be obtained as soon as notice of filing is received and a proposed budget developed.

After reviewing the preliminary report and the proposed budget, each city can decide in each case whether they believe it is in their best interest to intervene. The Intergovernmental Agreement designates the City of Champaign as the Lead Agency to obtain the preliminary report, make decisions concerning the filings, and to report back to all the parties. The Town of Normal has already approved this Agreement. Bloomington, Urbana, and Decatur will be requested to participate. The issues which are likely to be reviewed by the cities in the current case are street lighting rates, investments in reliability, review of National Electric Safety Code violations, and causes and sources of rate increases. Although Peoria may participate in the future, it is clear from the current rate structure that AmerenCILCO's street lighting rates for Peoria are much lower than the rates charged to other municipalities. Since success by the other municipalities for more equitable rates would inevitably cause the rates for the City of Peoria to increase, there would be a conflict of interest for Peoria to participate in this particular matter.

Municipalities which enter into the Agreement will be proportionately liable (based on population) for all costs of the intervention. Payment would be due within forty-five (45) days after receipt of an itemized statement of services. Parties to the Agreement may withdraw upon forty-five (45) days notice, and would be liable only for costs incurred up to the date of receipt of the notice of termination.

A proposal from R.W. Beck setting forth the services which it would render in this intervention, and a 2008 letter from Richard Balough giving a brief review of the last rate case and what would be addressed have been provided to Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total costs for the intervention are estimated by the staff of the City of Champaign to be approximately \$140,000. As noted above, Champaign and Normal are already

parties to this Agreement. If all five (5) cities (Champaign, Normal, Urbana, Decatur and Bloomington) participate, the City would pay a maximum of \$25,023.17. If the City is the only additional city to join, it would pay a maximum of \$50,559.36. Sufficient funds are available in 1001-11710-70110. The amount of possible annual savings in electric bills is, of course, unknown at this time.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

**INTERGOVERNMENTAL AGREEMENT FOR INTERVENTION BEFORE THE
ILLINOIS COMMERCE COMMISSION IN AMEREN ELECTRICITY CASES**

WHEREAS, reliable and low cost electric service is essential for the economic health of each of the communities entering this Agreement; and

WHEREAS, Ameren Corporation delivers electric service to all the members to this Agreement through AmerenCILCO, AmerenCIPS or AmerenIP; and

WHEREAS, the parties and their individual, commercial, and industrial residents purchase substantial energy services from the above-named businesses; and

WHEREAS, the parties believe it is in the best interest of their communities to be actively involved in reviewing the cases filed with the Illinois Commerce Commission by Ameren to increase electric service rates; and

WHEREAS, Section 10 of Article V11 of the 1970 Illinois Constitution and “The Intergovernmental Cooperation Act” (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, the parties agree as follows:

Section 1. In General. All the participants in this Agreement receive electric services from Ameren. Periodically, Ameren files a rate case with the ICC requesting rate increases in their delivery and transmission rates and such rate cases move quickly through the ICC rate making process. It is the purpose of this Agreement to provide for the participants’ ability to effectively intervene in such rate cases by combining together regularly, and jointly sharing costs.

Section 2. Original Members. The CITY OF CHAMPAIGN, ILLINOIS (Champaign), the CITY OF URBANA, ILLINOIS (Urbana), the CITY OF BLOOMINGTON, ILLINOIS

(Bloomington), the TOWN OF NORMAL, ILLINOIS (Normal), the CITY OF DECATUR, ILLINOIS (Decatur), and the CITY OF PEORIA, ILLINOIS (Peoria) each shall be designated an "Original Member".

Section 3. Additional Parties. Other governmental agencies may become members to this Agreement by agreeing to the terms herein. Fully Participating members shall contribute financially to these undertakings in a proportionate amount according to the terms provided in this Agreement and shall have the same rights and responsibilities as Original Members. If an additional member becomes a Fully Participating Member during the course of a particular ICC proceeding, the total cost for that particular proceeding after Preliminary Review shall be shared with the new Member. Any reference to Members in this Agreement means all Original Members and Fully Participating Members who have not terminated their participation as provided in Section 9.

In addition to Members, other units of local government who are concerned about cost increases in electric rates may join with the Members in participating in specific cases before the Illinois Commerce Commission (ICC). Such parties shall be designated as Partners. Partners may participate in cases on a case by case basis with a contribution of funds in any amount. Partners shall receive the same Case Reports as Members for the case in which they are participating. When a Partner has made a contribution towards the expenses of a specific case, the Lead Agency will request that the ICC add such Partner as an additional party Intervener to that case.

Section 4. Lead Agency. Champaign shall be the initial lead agency on behalf of the Members. The Lead Agency shall be rotated regularly among the Members as jointly agreed upon by the Executive Committee. The Lead Agency shall have the following responsibilities:

1. Contracts. Prepare Requests for Proposals; enter into contracts for professional services in connection with intervention into Illinois Commerce Commission (ICC) cases; and supervise the professional service providers in the course of intervention into the ICC cases. These professional services shall be for expert witnesses and legal services and such additional services as the Executive Committee shall authorize. The Lead Agency on behalf of the Members shall contract for services desirable or necessary to facilitate the intervention including without limitation, financial, legal, and engineering consults. Such contracts shall be entered into as expeditiously as possible in order to maintain the case schedule designated by the ICC Administrative Law Judge. Any contractual limitations in use of the work product service providers in these cases shall be applicable to Members in the same manner as applied to the Lead Agency.

2. Reports. The Lead Agency shall cause reports to be sent periodically to the members and make available copies of work produced by services purchased under this Agreement.

3. Meetings. The Lead Agency will arrange for meetings of the Executive Committee, if necessary.

Section 5. Executive Committee. The Executive Committee shall consist of one contact person designated by each Member. Changes in the contact person may be made at any time by a Member upon notice by email or letter to the contact person of the Lead Agency. The Executive Committee may take any action by vote of a majority of those in attendance at a meeting or voting by email or telephone confirmed by email, provided that at least 3 Original Members vote. Approval by a majority of those voting is necessary to take the following actions:

1. Approve a budget for a particular case intervention, and the issues on which the Members will intervene; and

2. Approve the position to be taken by Interveners in any expert testimony to be submitted to the ICC.

Section 6. Participation in Particular ICC Proceedings. When the Lead Agency receives notice of the filing by Ameren of a rate making proceeding, the Lead Agency shall arrange for a Preliminary Review of the filing to determine if issues of interest to the Members are present. Upon receipt of the Preliminary Review, the Executive Committee will meet to determine the issues of interest and review a budget for the intervention. Members shall inform the Lead Agency of their official intent to intervene within 21 days of the Executive Committee meeting by approval of a Resolution in substantially the attached form. Any Member who decides not to participate in a particular ICC proceeding shall be liable in that case only for its proportionate share of the cost of the Preliminary Review.

Section 7. Cost Sharing. All current Members shall be proportionally liable for the cost of the Preliminary Review. All Members who have notified the Lead Agency that they wish to participate in the intervention after the Preliminary Review shall be proportionately liable for all costs, including for contractual services retained pursuant to Section 3. All costs are shared with the Members on the basis of population. Members shall be billed at the conclusion of the Preliminary Review and at the conclusion of the case, with costs required to be paid to consultants prior to that time being borne by the Lead Agency.

The Lead Agency will seek reimbursement for its own staff time or in house resources provided to support this project at the rate of 10% of the total cost billed by professional service contractors.

Section 8. Payment. Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency within forty-five (45) days following receipt by each of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered.

Section 9. Completion and Termination.

1. Any signatory to this Agreement may terminate this Agreement by giving no less than forty-five (45) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage repaid, and addressed to the

City or Town Manager and the City or Town Attorney of the current Lead Agency. Until otherwise provided, such notice shall be given as follows:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

In the event of termination of this Agreement by any Member prior to completion and final payment by that participant, the participant will pay the Lead Agency its proportionate share of the costs for all services performed actually rendered up to the effective date of termination. The Lead Agency shall notify all other members of the termination of a Member and recalculation of shares of remaining costs.

2. In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved member may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5) calendar days after the serving of such notice, the violation shall cease, and satisfactory Agreements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting member shall be liable to the other members for any damages sustained by them based on the default. The terminating member shall pay the Lead Agency its proportionate share of the project costs up to the point of termination.

Section 10. Designated Contact Persons. Each member shall designate a representative who shall be the contact person concerning this Intergovernmental Agreement and a member of the Executive Committee. The Lead Agency shall maintain a current listing of the designated contact persons for each jurisdiction. For purposes of this Agreement, the designated contact person shall have authority to make decisions concerning direction in the case for such Member and shall be added to the service list to receive all filings in the case, if he/she so requests.

CITY OF CHAMPAIGN, ILLINOIS

CITY OF URBANA, ILLINOIS

BY: _____
City Manager

BY: _____
City Manager

Attest:

City Clerk

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Attorney

Date: _____

Date: _____

Designated Contact Person:

Phone: _____

E-Mail: _____

CITY OF BLOOMINGTON, ILLINOIS
BY: David Hales
City Manager

Attest:
Tracey Covert
City Clerk

APPROVED AS TO FORM:
J. Todd Greenburg
City Attorney

Date: September 29, 2009

Designated Contact Person:
J. Todd Greenburg

Phone: (309) 434-2315
E-Mail: _____

CITY OF DECATUR, ILLINOIS
BY:

City Manager

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

Designated Contact Person:

Designated Contact Person:

Phone: _____

E-Mail: _____

TOWN OF NORMAL, ILLINOIS
BY: _____
City Manager

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

Designated Contact Person:

Phone: _____
E-Mail: _____

CITY OF PEORIA

BY: _____
City Manager

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

Designated Contact Person:

Phone: _____
E-Mail: _____

Phone: _____
E-Mail: _____

Todd Greenburg, Corporation Council, introduced this item. He stated that a similar agreement had been completed in the past. He noted that the City had joined with other communities in Central Illinois for cost sharing benefits to retain expert witnesses. He referred to the Council Memorandum and noted that Champaign had taken the lead. He cited the annual cost savings to the City with the new rate agreement. He stated that the agreement would provide the City with the ability to intervene at an earlier time, and provide experts with more time to prepare their briefs for the Illinois Commerce Commission (ICC). Peoria would not join in this agreement at that time. Champaign, Normal and the City would sign. There was hope that Decatur and Urbana would also join. He believed the savings would be money well spent and recommended that the Council approve the agreement.

Mayor Stockton questioned the involvement of the City's legal staff. Mr. Greenburg noted that there would be periodic conference calls. According to the intergovernmental agreement the City can propose a contact person, who in the past had been himself.

Alderman Hanson questioned if the current economic conditions could affect savings. Mr. Greenburg did not anticipate any issues.

Alderman Anderson stated his intention to abstain due to his employment with NICOR.

Alderman Purcell questioned the number of City street lights. Mr. Greenburg offered to obtain the information. Alderman Purcell thanked Mr. Greenburg for pursuing reduced rates for utilities.

Mayor Stockton stated his concern regarding the number of street lights that were out and the length of time it took for the utility company to repair them while the City paid normal rate. Mr. Greenburg acknowledged that this was a long-standing issue. He encouraged all to report street lights that were out to increase Ameren's awareness of the problem.

Alderman Stearns questioned if there were other similar intergovernmental groups in the state. Mr. Greenburg was not aware of any for AmerenIP. Alderman Stearns acknowledged this was a best estimate scenario and questioned the chance of success. Mr. Greenburg stated anything was possible. A similar agreement had saved the City money in the past. This was referenced the Council memorandum. It would have been a good time to equalize street lighting rates.

Alderman Purcell believed the agreement would save money in the long run and would be money well spent.

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

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

Ayes: Aldermen Stearns, Huette, McDade, Hanson, Sage, Fruin and Purcell.

Nays: None.

Abstains: Alderman Anderson.

Motion carried.

The following was presented:

SUBJECT: Prevailing Wage Resolution

RECOMMENDATION: That the Resolution be adopted.

BACKGROUND: Illinois law requires the City Council to pass a Prevailing Wage Resolution each year. Prevailing wage records are kept by the Illinois Department of Labor and with the help of municipalities throughout the state, they are updated each June. The prevailing wage information received from the Department of Labor has been corrected pursuant to information received from the various labor unions.

The Resolution requires prevailing wages to be paid when private commercial economic development projects are supported by public funds, such as Tax Increment Financing or tax incentives.

Previous prevailing wage resolutions included a requirement that contractors subject to the Prevailing Wage Resolution participate in apprenticeship and training programs approved and registered with the United State Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000. At this time only home rule municipalities may insert such a provision. The resolution before the Council tonight deletes this provision for two reasons: (1) a survey of our core comparable cities showed that only one (1) city (i.e. Pekin) requires said provision; and (2) some potential contractors have had concern that the inclusion of such a provision restricts competition.

The Resolution complies with Illinois law as to public works. The staff recommends adoption of this Resolution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Area unions and non union contractors.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

David A. Hales
City Manager

J. Todd Greenburg
Corporation Counsel

RESOLUTION NO. 2009 - 47

**A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS,
WORKERS AND MECHANICS EMPLOYED AT PUBLIC WORKS
OF THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall annually ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party and a certified copy hereof must be promptly filed in the Office of the Secretary of State and Labor Department and be provided to others on request; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects financed by the Downtown Commercial Revolving Loan Fund, projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City’s Land Subdivision Code (including waivers/variations therefrom), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as set forth in the document attached hereto are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified

therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages set forth in the document attached hereto and incorporated by reference shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects financed by the Downtown Commercial Revolving Loan Fund, projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City's Land Subdivision Code (including waivers/variations therefrom), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that the City Clerk shall publicly post or keep available for inspection by any interested party in the main office of this City this determination of prevailing rates of wages; and

BE IT RESOLVED that the City Clerk shall mail a copy of this determination to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this determination and that it is the effective prevailing wage determination of this public body.

ADOPTED this 28th day of September, 2009.

APPROVED this 29th day of September, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(MCLEAN COUNTY PREVAILING WAGE FOR JULY 2009 AND EXPLANATION ON FILE IN CLERK'S OFFICE)

David Hales, City Manager, introduced this item. There were questions raised at the previous meeting regarding the resolution. Research had been completed and the result was a resolution which was similar to the original with the exception of the "apprenticeship" language. The rationale for removal was the result of a survey. Out of nine (9) entities, Pekin was the only municipality that included the provision. There was general approval of the boilerplate language of the resolution among the remaining entities. The resolution was comparable to other cities, with the removal of the apprenticeship language. If the provision had remained, it could prove to be a barrier for contractors. Mr. Hales recommended approval as presented and reiterated that the resolution was similar to other cities. He added his belief that this resolution would increase competition among contractors.

Alderman Purcell clarified that the prevailing wage would continue to be paid.

Alderman Stearns stated that the Council has a commitment to save taxpayers' and citizens' dollars. She added that inclusion of additional bidders could save the City money.

Alderman Huette believed the resolution provided growth opportunities for smaller contractors.

Motion by Alderman Anderson, seconded by Alderman Huette that the Resolution be adopted.

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

Ayes: Aldermen Stearns, Huette, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton thanked the Council for the time committed to the retreat. The Council showed commitment and participation. He expressed his appreciation. This evening's meeting began at 4:30 p.m. with an Executive Session. A Work Session regarding financing strategies began at 6:00 p.m. The Council's

regular meeting began at 7:30 p.m. The Council had been looking at new ideas and had showed serious consideration and time.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, reported that a letter had been received from the State's Attorney General's office expressing concerns regarding the backlog in City Council Proceedings. He recognized the goal had been to retain additional resources in the City Clerk's Office. A hiring freeze at the time prevented the hiring of an additional full-time position. He expressed concern for the lack of resources and stated that the City needed to be up to date. He had been exploring other options. He believed that retaining a full-time person had not been a priority. He wanted to wait until Council completed their retreat to know Council's priorities for City programs. There were some significant challenges ahead.

Mr. Hales stated that the department directors had put together additional information. He would provide recommendations to the Council on how to reduce the General Fund expenditures to match revenue projections for FY 2009. The Council would need to decide what to do with the number of City programs. There was a lot of work to be done due to the lack of resources.

Mayor Stockton added this issue had been discussed before. He clarified the differences between minutes, a Record of Motions and Votes and Council Proceedings. He mentioned that many other cities used web sites to publish basic Council meeting minutes. State law does not have a time limit on approval of minutes nor was the City in violation. There would be a response to the Attorney General's letter. There had been an improvement in the Council minutes. He encouraged people to visit the City's web site and see what is provided.

Mr. Hales noted that WJBC provided a web stream with a full audio recording of Council meetings which was made available to citizens. He thanked WJBC for this service. This was one among many programs struggling without necessary resources.

Alderman McDade questioned why the minutes needed to be so detailed. Mr. Hales agreed to provide additional information and recommendations. Mayor Stockton stated the City was not required to do so. The detail provided had assisted the City in past legal proceedings.

Alderman Fruin challenged the individuals of the Council to shorten its meetings and still be efficient and effective.

Alderman Stearns agreed and added that researching topics previously voted on by the Council had not only been interesting but critically important to understanding current issues. The Attorney General had an understanding of the City minutes and found them less than diligent. Mayor Stockton stated that statutory requirements have been partially addressed by the Record of Votes and Motions. This document does not have the details. He was opposed to a discontinuance of Council Proceedings. The City Clerk had been in

discussion with the Attorney General's office. If the Attorney General continued to find the minutes less than diligent then further action would be required.

Mr. Hales announced that during the October 12, 2009 Council meeting Sikitch would present the CIRPA Audit report. A Downtown TIF report would also be provided. Many questions had been raised on this issue. A review and analysis had been completed. Special legal council had also given advice regarding Market Street TIF recommendations. These would be brought forward for Council's consideration.

Mr. Hales added that in the next couple of months additional time would be set aside to discuss the budget and property taxes. There would be a report on the management side of the projected revenue short fall. He thanked City staff for distributing Council packets earlier. This provided additional time for review by Council.

ALDERMEN'S DISCUSSION: Alderman Hanson noted that the Kenney Chesney concert at the U.S. Cellular Coliseum had been a full house. Central Illinois Arena Management (CIAM) had handled logistics well. He believed it had been a successful event. Mayor Stockton agreed and added that it had been a plus for the community.

Alderman McDade echoed Alderman Hanson's remarks. She had spoken to a number of individuals who believed it had been a positive night. She added that the City should celebrate the success by spreading the word.

Alderman Sage appreciated receiving the Council packet early and the time dedicated to producing it.

Alderman Purcell had met with the Glenview's Village Administrator on Wednesday, September 23, 2009. They had discussed Glenview's success downsizing government without budget troubles. Mayor Stockton thanked Alderman Purcell for providing the Council with an article on the subject.

Alderman Stearns believed that the article included innovative thinking. She addressed the Council concerning the Council's retreat. She expressed her appreciation for the diligence and commitment to transparency. She would continue to lobby for televised Council meetings.

Motion by Alderman Anderson, seconded by Alderman Sage, that the meeting be adjourned. Time: 8:20 p.m.

Motion carried.

Tracey Covert
City Clerk

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