

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, July 13, 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, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

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

The following was presented:

SUBJECT: Council Proceedings of July 24, 2006 and October 27, 2008

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of July 24, 2006 and October 27, 2008 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of July 24, 2006 and October 27, 2008 have been reviewed and certified as correct and complete by the City Clerk.

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 reading of the minutes of the previous Council Meeting of July 24, 2006 and October 27, 2008 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

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, July 10, 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

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, Schmidt, 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 first partial payment to the Pantagraph in the amount of \$3,103.88 on a contract amount of \$46,580.16 of which \$3,103.88 will have been paid to date for work certified as 7% complete for the 2009-2010 Seasonal Advertising Services. Completion date – April 2010.
2. The thirty-sixth partial payment to APACE Architects & Design in the amount of \$1,999.50 on a contract amount of \$349,800 of which \$346,119.58 (\$12,992.58 in reimburseables) will have been paid to date for work certified as 95% complete for the Design of Fire Station #5. Completion date – August 2009.
3. The sixteenth partial payment to Thompson Dyke & Associates in the amount of \$1,065.75 on a contract amount of \$248,500 of which \$269,946.27 (\$31,379.27 in reimburseables) will have been paid to date for work certified as 96% complete for the McGraw Park Phase II. Completion date – December 2009.
4. The tenth partial payment to Stark Excavating, Inc. in the amount of \$264,489.67 on a contract amount of \$2,589,000 of which \$1,356,370.88 will have been paid to date for work certified as 52% complete for the McGraw Park – Phase II – General Construction. Completion date – July 2009.
5. The sixth partial payment to Johnston Contractors, Inc. in the amount of \$31,266.45 on a contract amount of \$371,899 of which \$233,322.34 will have been paid to date for work certified as 63% complete for the McGraw Park – Phase II – Restroom Facilities. Completion date – September 2009.
6. The seventh partial payment to Johnston Contractors, Inc. in the amount of \$29,900.70 on a contract amount of \$371,899 of which \$263,223.04 will have been paid to date for work certified as 71% complete for the McGraw Park – Phase II – Restroom Facilities. Completion date – September 2009.

7. The thirty-third partial payment to Clark Dietz, Inc. in the amount of \$2,610.80 on a contract amount of \$392,895 of which \$360,694.24 will have been paid to date for work certified as 92% complete for the Hamilton Rd. – Timberlake to Main St. f/k/a Hamilton & Main St. Completion date – September 2009.
8. The fourth partial payment to William Masters, Inc. in the amount of \$2,367 on a contract amount of \$103,800 of which \$94,527 will have been paid to date for work certified as 91% complete for the Installation of New Transformer at the Water Treatment Plant. Completion date – December 2009.
9. The eighteenth partial payment to Clark Dietz, Inc. in the amount of \$21,255.61 on a contract amount of \$305,000 of which \$191,927.04 will have been paid to date for work certified as 63% complete for the Locust/Colton Sewer Separation & Water Main Replacement Design. Completion date – March 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment(s) and Reappointment(s) to Various Boards and Commissions

RECOMMENDATION: That the appointment be approved.

Bloomington Normal Public Transit Board:

Judy Buchanan, 1206 E. Jefferson. She is replacing Earl Anderson. Her term will expire on February 28, 2012.

BACKGROUND: Not applicable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Recommended by:

Stephen F. Stockton
Mayor

Mayor Stockton recognized the appointment of Judy Buchanan for the Bloomington Normal Public Transit Board (BNPT). He had known Mrs. Buchanan for many years. She had been recommended by Mary Caisley, BNPT Board chair. Mrs. Buchanan appreciated the opportunity to serve. She had been involved in the community for a number of years. Her professional and civil experience would serve the Board well. She looked forward to serving.

Alderman Schmidt questioned the general appointment process. She inquired if there was a vacancies list. She also questioned how interested residents could be considered for appointment. Mayor Stockton noted that a Board and Commission's list was maintained. The chairman should inform the City Administration Office when there were resignations.

Alderman Schmidt believed all the Council received names of potential appointees from citizens. Mayor Stockton maintained a file with resumes. He requested all potential appointees share their interests in serving the City.

Alderman Schmidt clarified that an interested resident needed to send the Mayor a statement of interest to be considered.

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment of \$11,025 to Twinstar Productions, Inc. for the City Vision Television Show

RECOMMENDATION: That the payment be approved.

BACKGROUND: The City Vision cable television show has been running on ICN5 in the Bloomington-Normal area since 2000. This hour long show, which is produced by Twinstar Productions Inc., highlights current community events and important local government news. In 2003, both the City and the Town of Normal committed to provide funding in the amount of \$8,400 to Twinstar. Since that time Twinstar has requested periodic annual increases in public funding to meet growing production costs. In both 2007 and 2008, the City and Town Councils approved a \$10,500 commitment for this effort.

With the supplemental funding provided by the municipalities, Twinstar has been able to expand the City Vision program from a half-hour to a full hour. Furthermore, the monies provided by the City and Town have enabled Twinstar to upgrade equipment and set operations, which has ultimately resulted in a more professional production. As part of the original funding arrangement, Twinstar has agreed to tape and produce up to five (5) commercials each year for both municipalities. The City has used these commercials to market a variety of safety and City programs, including Parks and Recreation, Public Service, Police Department, and Fire Department.

Staff believes that the City Vision program is an excellent external communication tool. During the show, the Twinstar staff members report on the latest Council news that may be relevant to the City's residents. City staff and elected officials also tape four (4) interview segments for each City Vision show. These personal interviews provide the City with a great opportunity to directly inform and educate residents on various topics in a timely manner.

Twinstar officials have requested a five percent (5%) increase funding for 2009. This requested increase would bring the annual funding contribution to \$11,025.

According to Twinstar, the funding provided by the two (2) municipalities covers just under one-fourth (1/4) of the production costs of the show. Other costs are covered by Comcast, a federal crime prevention grant, and from channel advertisements paid by local businesses.

Staff supports the continued funding of Twinstar Production as it is believed that City Vision Television Program remains a great value for the City and its residents. Therefore, staff is respectfully requests that Council approved this funding in the amount of \$11,025.

COMMUNITY GROUPS/INTERESTED PERSON CONTACTED: Not applicable.

FINANCIAL IMPACT: Funds were budgeted and are available in Administration's Community Relations Line Item # 11110-70110.

Respectfully submitted for Council consideration.

Prepared by:

Barbara J. Adkins
Deputy City Manager

Recommended by:

David A. Hales
City Manager

Alderman McDade questioned if the episodes were available for viewing online. Barbara Adkins, Deputy City Manager, stated the staff was looking into the possibility. There were five (5) years of City Vision available on CD.

Alderman McDade believed individuals might view the show on demand if it was unavailable. She thanked staff for their efforts. Mayor Stockton questioned who owned the production. Ms. Adkins introduced Kevin Conlin, Twinstar Productions, Inc.'s Producer. The rights remained with Twinstar Productions. Mayor Stockton believed the issue should be discussed in the future to ensure that the City had the freedom to use the interviews as it saw fit.

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Additional Data Storage Space for EMC SAN Array

RECOMMENDATION: That the purchase of an additional tray and hard drives (for data storage) from Sentinel Technologies, Inc. in the amount of \$25,223 be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: The City currently owns a storage area network (SAN) which includes a CX3-10 disk array from EMC Corporation. This disk array is an appliance with many high capacity disk drives which, today, has 24TB of raw capacity. It serves as the primary electronic data storage space for the City's network resources. The amount of available storage space on the array has fallen below twenty-five (25%). With upcoming projects in mind, staff believes it necessary to add capacity to this array.

Staff has requested and received quotations to add an additional 4.5TB of raw capacity. Quotes were received from Sentinel Technologies, (Springfield), Burwood Group, (Normal) and CDWG, (Vernon Hills). Sentinel Technologies happened to have the exact hardware required available at a significant discount. The hardware was being sold to a company that had gone out of business. The quotes received are as follows:

Sentinel Technologies	Springfield, IL	\$25,223.00	**recommended
Burwood Group	Normal, IL	\$32,297.82	
CDW Government	Vernon Hills, IL	\$35,049.00	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: A total of \$45,000 was budgeted in fiscal year 2009-2010 for the purchase of this and other (upcoming) storage related purchases. The purchase of this storage will allow Information Services to continue to consolidate server hardware through virtualization. Council had earlier given staff approval to purchase and implement a VMWare virtualized environment. To date staff has eliminated eight (8) physical servers through the virtualization process.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Scott A. Sprouls
Director of Information Services

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the purchase of an additional tray and hard drives (for data storage) from Sentinel Technologies, Inc. in the amount of \$25,223 be approved, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Forensic Computer for Police Cyber Crimes Unit

RECOMMENDATION: That the Forensic Computer for the Police Cyber Crimes Unit be purchased from Forensic Computers, Inc. in the amount of \$12,169, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: In June of 2005, Council approved the purchase of a system capable of performing forensic investigation on computers in support of cybercrime investigations. This system is a very powerful, purpose-built computer that is engineered to provide the ability to connect to, and perform forensics on, the wide variety of computers and peripherals available in the marketplace. This forensic work requires high performance and places stresses on the system above what a typical home or business use computer would support.

The existing system is now four (4) years old and in need of replacement. Due to the rapid changes in computing industry, the existing system no longer provides the physical connections and communication protocols necessary to perform forensics on the newest technology.

The existing system was purchased from Forensic Computers, Inc., of Glen Lyn, VA. Staff research then and now has determined them to be a premier provider for this type of solution. As such, staff has requested and received the following proposal for a replacement system.

Forensic Computers, Inc.	Glen Lyn, VA	\$12,169
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Forensic Computers, Inc. is the sole provider for their purpose-built systems.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Within fiscal year 2009-2010, staff has budgeted \$12,000 in the Information Services, Office and Computer Equipment account (G11610-72120) for the replacement of this system.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Scott A. Sprouls
Information Services Director

Randall McKinley
Chief of Police

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the Forensic Computer for the Cyber Crimes Unit be purchased from Forensic Computers, Inc. in the amount of \$12,169, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Renewal of Request for Proposals (RFP) Award for the Purchase of Protective Wear for Firefighters

RECOMMENDATION: That the thirty-three (33) sets of firefighter clothing be purchased from MES Global in an amount not to exceed of \$70,400, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: RFPs for firefighter protective clothing were solicited in 2006. The terms of the RFP provided for an annual renewal for up to three (3) years with a five percent (5%) limit on price increases or the actual cost to the vendor, whichever was less. This is the last year for this RFP to be renewed.

Firefighter protective clothing is on a five (5) year replacement schedule. Each year the department replaces approximately twenty percent (20%) of its total inventory. Additional sets of protective clothing are purchased to replace any damaged beyond repair, as well as sets needed to equip new hires. Staff anticipates purchasing up to twenty-one (21) sets for replacement purposes and twelve (12) sets for new hires during FY 2009-2010.

The price for a standard set of protective wear is \$2,036. There are additional charges for rush orders and/or larger sizes (size 60 and over).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The Fire Department's FY 2009-2010 budget contains \$44,000 for replacement protective wear, and \$26,400 for new hires' protective wear. A total of \$70,400 has been budgeted in line item G15210-72140, Clothing.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Michael Kimmerling
Interim Fire Chief

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the thirty-three (33) sets of firefighter clothing be purchased from MES Global in an amount not to exceed \$70,400, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed Change Order for Mitsubishi Motorway from Six Points Road to North of Sugar Creek (MFT Section 05-00332-00-PV)

RECOMMENDATION: That the Change Order to the contract with Rowe Construction Co. for Mitsubishi Motorway from Six Points Road to north of Sugar Creek in the amount of \$74,697.01 be approved and the Resolution adopted.

Staff recommends Council approve a change order of \$74,697.01 with revised funding as follows.

<u>Fund Information</u>	<u>Original Contract</u>	<u>Revised Amount</u>	<u>Increase</u>
Motor Fuel Tax (X20300-72530)	\$2,074,609.07	\$2,167,576.07	\$92,967.00
Storm Water Mgmt (X55200-72550)	\$ 717,265.31	\$ 665,434.32	(\$51,830.99)
Water Depreciation (X50200-72540)	\$ 148,576.38	\$ 182,137.38	<u>\$33,561.00</u>
		Total Increase to Date	\$74,697.01

BACKGROUND: On July 23, 2007, Council adopted a Resolution which appropriated \$2,750,000 in Motor Fuel Tax (MFT) funds for this project. On August 27, 2007, Council approved a contract with Rowe Construction Co. for the construction of Mitsubishi Motorway from Six Points Road to North of Sugar Creek. The total original contract amount was \$2,940,450.76 and was funded as shown above.

Additional MFT funds paid for processing and treating the unsuitable subgrade material encountered in the northern half of the road alignment. Underdrains were also installed to help protect the road bed from subsurface moisture. Since the revised MFT total is less than the July 23, 2007 appropriation, a revised Resolution is not necessary. Staff negotiated a design change with Rowe Construction for ditch protection along Mitsubishi Motorway resulting in cost savings that reduced the need Storm Water Management funding. The need for additional water main joint restraint was due to a necessary alignment change which resulted in the increase in Water Depreciation fund expense.

Additional MFT fund expenditures for this project are expected upon resolution of the final quantities for earth excavation and removal and disposal of unsuitable material. Payment for these earthwork items is not included in this change order request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total construction cost to date is \$74,697.01 over the approved contract amount. However, the actual fund expenditures changed as shown above. The increased costs from the Motor Fuel Tax and Water Depreciation Funds for this change order request and future MFT expenses are included in the 2009-2010 Capital Improvement Budget as follows:

Motor Fuel Tax Funds (X20300-72530)	-	\$288,541.00
Water Depreciation Funds (X50200-72540)	-	\$ 33,561.00

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

RESOLUTION NO. 2009 - 34

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$74,697.01 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ROWE CONSTRUCTION CO. FOR MITSUBISHI MOTORWAY FROM SIX POINTS ROAD TO NORTH OF SUGAR CREEK

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction Co. for Mitsubishi Motorway from Six Points Road to North of Sugar Creek; and

WHEREAS, for the reasons set forth in a staff report dated July 13, 2009 it was necessary to process and treat unsuitable sub grade material, install under drains to help protect the road bed from subsurface moisture, and add an additional water main joint restraint for a necessary alignment change; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the July 13, 2009 memo was in the best interest of the citizens of the City of Bloomington.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$74,697.01 in the contract between the City of Bloomington and Rowe Construction Co. for Mitsubishi Motorway from Six Points Road to north of Sugar Creek be approved.

ADOPTED this 13th day of July, 2009.

APPROVED this 14th day of July, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell questioned what had gone wrong. Russ Waller, Interim City Engineer, addressed the Council. There was an issue with the plans. Staff was working on a solution. The current Change Order would address some issues. A subsurfacing drainage system was needed to stabilize the road. There had been some core sampling done but only to remain cost effective. David Hales, City Manager, added that the figure for the next Change Order would be significant. It would be in the \$300,000 range.

Alderman Schmidt questioned if the Motor Fuel Tax (MFT) Funds would be used. Mr. Hales responded affirmatively. He had reviewed the fund balance and determined there were adequate funds.

Motion by Alderman Anderson, seconded by Alderman Purcell that the Change Order to the Contract with Rowe Construction Co. for Mitsubishi Motorway from Six Points Road to north of Sugar Creek in the amount of \$74,697.01 be approved and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Three (3) Year Service Agreement with Word Systems, Inc. in the amount of \$13,000 for Support, Maintenance and Repair of the NiceLog 40 Channel Logger and Software

RECOMMENDATION: That the Service Agreement with Word Systems, Inc. for the NiceLog 40 Channel Logger be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff requests permission to enter into a three (3) year \$13,000 agreement with Word Systems for the support, maintenance and repair of the NiceLog 40 Channel logger and software. This agreement will replace the existing agreement with Verizon that expired on May 20, 2009. The NiceLog 40 records all communication with the Communication Center which includes all emergency and non-emergency telephone lines, radio transmissions originating from the Communications Center or received by the Communication Center. This agreement will provide support for software and hardware for the NiceLog 40. Twenty-four (24) hour phone and/or modem support will also be provided. Parts and labor for any repairs associated with the NiceLog 40 will be covered by this agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The cost for the one (1) year Verizon contract was \$12,853.01. The cost of the three (3) year contract with Word Systems is \$13,000. This three (3) year contract with Word Systems will save the City at least \$25,559.30. The \$13,000 has been budgeted in line item G15118-70530.

Respectfully submitted for Council consideration.

Prepared by:

Randall D. McKinley
Chief of Police

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 Service Agreement with Word Systems, Inc. for the NiceLog 40 Channel Logger 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Animal Control Warden Service Agreement

RECOMMENDATION: That the Intergovernmental Agreement for Animal Control Warden Services be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City and the McLean County Board of Health. Under this agreement, the Board of Health assumes all responsibilities for the duties of animal control on a twenty four (24) hour a day basis within the corporate limits of the City and will enforce all Illinois animal control laws and City Ordinances relating to animals. Services and conditions are outlined in the Intergovernmental Agreement. The agreement reflects an increase from \$87,300 to \$88,200, a one percent (1%) increase which has been budgeted in line item G15110-70990.

This intergovernmental agreement will be renewable on a year to year basis and will be in effect from May 1, 2009 through April 30, 2010, and renewable on May 1 of each additional year. Staff respectfully requests that Council approve an agreement with McLean County Board of Health for animal warden services in the amount of \$88,200, and that the Mayor and City Clerk be authorized to execute the necessary documents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The agreement reflects an increase from \$87,300 to \$88,200, a one percent (1%) increase which has been budgeted in line item G15110-70990.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency

Randall D. McKinley
Police Department

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

**AGREEMENT FOR PRIVATE
ANIMAL CONTROL WARDEN SERVICES**

This AGREEMENT for Animal Control Warden Service made this 1st day of May, 2009 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "Board of Health"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "Municipality").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four hours (24) per day within the corporate limits of the Municipality; and,

WHEREAS, there is a need to remove stray or straying dogs and cats from within the corporate limits of the Municipality upon the request of the Municipality; and,

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the Municipality upon the request of the Municipality. The Board of Health also agrees to remove dead dogs and cats in residential areas where the owner is unknown. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the Municipality it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal; and,

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the Municipality during these time periods; and,

WHEREAS, the Board of Health has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the Board of Health, by and through the McLean County Health Department, has been designated as the supervising and administrative agent to administer animal control functions as defined in the Illinois Animal Control Act and County ordinances attendant thereto by the County of McLean; and,

WHEREAS, the Board of Health wishes to provide such services to the Municipality through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That parties enter this AGREEMENT for the period May 1, 2009 through April 30, 2010.
2. That the Board of Health agrees as follows:
 - A. To remove stray or straying dogs and cats from within the corporate limits of the Municipality upon the request of the Municipality twenty-four (24) hours day within a reasonable period of time.
 - B. To remove dead animals from within public areas of the corporate limits of the Municipality upon the request of the Municipality twenty-four (24) hours day within a reasonable period of time. Municipality agrees to provide a disposal site for said carcasses.
 - C. To remove dead dogs and cats in residential areas within the corporate limits, where the owner of the animal is unknown, twenty-four (24) hours day within a reasonable period of time. Municipality agrees to provide a disposal site for said carcasses.
 - D. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, upon request from the Municipality twenty-four (24) hours day within the corporate limits of the Municipality within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper.
 - E. To continue to collect and remit to the Municipality all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the Municipality's ordinance governing animal and fowls.
 - F. To provide the Municipality written evidence, in a manner acceptable to the Municipality, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement.
 - G. To indemnify and hold the Municipality harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the Board of Health, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights

actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. That the Municipality agrees as follows:

- A. To pay the Board of Health for such services eighty-eight thousand six hundred and twenty dollars (\$88,200), payable as follows: Seven thousand, three hundred and eighty-five dollars (\$7,350) monthly beginning May 1, 2009, and continuing throughout the term of this agreement.
- B. To indemnify and hold harmless the Board of Health from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the Municipality, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
- C. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the Board of Health.

4. That the Board of Health and Municipality agrees as follows:

- A. That this agreement may be terminated for any of the following reasons:
 - i. At the request of the Municipality upon ninety (90) days written notice
 - ii. At the request of the Board of Health upon ninety (90) days written notice
- B. That in the event this Agreement is terminated prior to its expiration, then the Municipality agrees to pay the Board of Health for any services outstanding rendered by the Board of Health.
- C. That this Agreement includes all of the agreements made by the Board of Health and the Municipality without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.
- D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or enforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.

- E. That any issues pertaining to the sheltering of animals shall come under the Inter- Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON
a Municipal Corporation,

By: Stephen F. Stockton
Mayor

Date: July 14, 2009

ATTEST:

Tracey Covert
City Clerk

Date: July 14, 2009

McLEAN COUNTY BOARD OF HEALTH

By: Walter Howe

Date: July 21, 2009

Alderman Stearns had specific questions regarding concerns generated by situations in her ward. She requested a spokesperson from the McLean County Health Department (MCHD) address those issues. Marshall Thompson, MCHD's, Animal Control Director and Cathy Coverston Anderson, MCHD's Assistant Administrative, addressed the Council.

Alderman Stearns questioned the process for dealing with wild animals, (such as a deer in someone's yard). This situation was unusual and unlikely. If it occurred, Animal Control would not remove the animal. The practicality and ease of citizens contacting a licensed trapper was questioned. Ms. Thompson stated that Animal Control was governed by the Illinois Department of Natural Resources (IDNR). IDNR dictated the process of handling wildlife. In most situations Animal Control works with the City's Police Department. Animal Control would remove a carcass if dispatched. There had been educational promotions in the community on limiting their interaction with wild animals. As the community grew it encroached on wildlife's territory. It can be a traumatic situation for some individuals. Licensed trapper information was available on the IDNR's web site.

Alderman Stearns questioned the availability of rehabilitation options or facilities. Ms. Thompson informed the Council that an individual must be licensed for wildlife rehabilitation. Animal Control would assess the situation to determine action taken. There were answers available it was a matter of finding one.

Alderman Stearns questioned the process if a cat or dog had been killed. Ms. Thompson stated the carcass would be removed and the owner contacted.

Mayor Stockton questioned the assessment of a nuisance animal versus a risky animal and what actions would be taken in either situation. Bob Wall, Assistant Police Chief, addressed the Council. An assessment would occur after the MCHD had set traps. Skunks must be tested for rabies and euthanized. Mayor Stockton clarified that a case by case assessment would be based upon IDNR's rules. The state was generally notified prior to action.

Alderman Stearns questioned the availability of a veterinarian. Ms. Thompson stated Mary Pearl, Veterinarian, was on staff. There was no veterinarian available for wild life.

Motion by Alderman Anderson, seconded by Alderman Purcell that the Intergovernmental Agreement for Animal Control Warden Services 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: McLean County Animal Shelter Agreement

RECOMMENDATION: That the Intergovernmental Agreement with McLean County Board of Health for use of the McLean County Animal Shelter be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City and the McLean County Health Department. Under the agreement, the County Board of Health provides shelter for stray animals. The present contract expired April 30, 2009.

For the period of May 1, 2009 through April 30, 2010, the contract being proposed by the McLean County Board of Health includes a one percent (1%) increase. The cost per month will increase from \$2,600 per month to \$2,626 per month. This increase has been budgeted in line item G15110-70990.

This agreement is renewable on a year to year basis and will be in effect from May 1, 2009 through April 30, 2010, and renewable on May 1 of each additional year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This agreement reflects an increase of one percent (1%) or \$2,626 per month which has been budgeted in #G15110-70990 - Other Contractual Services. The annual cost for animal shelter services is \$31,512.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Randall D. McKinley
Police Department

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May, 2009 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "Board of Health"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "Municipality").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats subject to impoundment that are picked up by a McLean County Animal Control Officer or any other authorized representative of the Municipality; and

WHEREAS the Municipality wishes to contract for prompt and quality shelter for stray or straying dogs and cats subject to impoundment that are picked up within its jurisdictional boundaries; and

WHEREAS the Board of Health has the capacity to provide such services and will permit 24 hour, seven days per week access to the McLean County Animal Control Center; and

WHEREAS the Board of Health wishes to provide such services to the Municipality through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the Board of Health and the Municipality as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2009 through

April 31, 2010.

2. The Board of Health agrees to provide shelter to stray or straying dogs and cats placed in the Animal Control Center by any authorized representative of the Municipality.
3. The Board of Health agrees to assist the Municipality in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the Municipality and providing within the Animal Control Center information and education materials to residents of the Municipality concerning ordinances prohibiting animals from running at large.
4. The Municipality agrees to pay to the Board of Health for such services \$2,626.00 per month while this AGREEMENT is in effect.
5. Payments for services rendered pursuant to this AGREEMENT will be made by the Municipality to the Board of Health through its McLEAN COUNTY HEALTH DEPARTMENT monthly no later than the 15th day of each month.
6. The Board of Health shall indemnify and hold the Municipality harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the Board of Health, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. The Municipality shall indemnify and hold harmless the Board of Health from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the Municipality, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
8. All stray or straying dogs and cats placed in the Animal Control Center by a representative of the City of Bloomington shall be subject to all of the ordinances, rules and regulations of the Board_of Health and the County of McLean. The persons reclaiming such animals shall be required to first pay all such reclaim, boarding, registration, and veterinarian fees associated with such ordinances, rules and regulations in addition to the reclamation/release fee of the Municipality.

9. This AGREEMENT may be terminated at the request of the Municipality or of the Board of Health upon ninety days written notice being provided by either party to the other.
10. It is understood that the terms of this AGREEMENT include all of the agreements made by the BOARD OF HEALTH and the Municipality without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.
11. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.

CITY OF BLOOMINGTON
a Municipal Corporation

By: Stephen F. Stockton
Mayor

July 14, 2009

ATTEST:

Tracey Covert
City Clerk

July 14, 2009

McLEAN COUNTY BOARD OF HEALTH

By: Walter Howe

July 21, 2009

Alderman Fruin questioned this item. He questioned if the Town of Normal had arrangements similar to the City. David Hales, City Manger, stated the Town's contract was similar. Both Police Chiefs have been negotiating with McLean County. Collectively the rate was reduced. Both Police Departments cooperated and worked together to standardize services.

Motion by Alderman Anderson, seconded by Alderman Purcell that the Intergovernmental Agreement with McLean County Board of Health for the Use of the McLean County Animal Shelter 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Services Contracts for the Center for Performing Arts

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

BACKGROUND: Staff respectfully requests approval of contracts to engage persons and/or groups represented by: Off Broadway Booking and Paradise Artists, Inc. to perform services in the Bloomington Center for the Performing Arts (BCPA) on dates agreed to by staff. Base expenses for the contracts will be \$35,000.

Contracts for which approval is requested will engage the following artists in performances on the corresponding dates in the BCPA:

ARTIST	DATE	AGENT
The Wedding Singer	10/11/2009	Off Broadway Booking
Herman's Hermits starring Peter Noone	01/22/2010	Paradise Artists, Inc.

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 Cultural District and BCPA.

FINANCIAL IMPACT: Funding for these contracts will come from the Cultural District's 2009-10 budget, account X21100-70220, to be offset by future revenues.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

John Kennedy
Director of Parks, Recreation & Cultural Arts

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Anderson, seconded by Alderman Purcell that the contracts 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Downtown Bloomington Association for a LA, limited liquor license, which will allow the sale of all types of alcohol by the glass for the event called "Hot August Nights" to be held on Saturday, August 15, 2009

RECOMMENDATION: Based on the above, the Liquor Commission recommends to the City Council that a LA liquor license for Downtown Bloomington Association for an event called "Hot August Nights" to be held on Saturday, August 15, 2009, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) DBA to submit map showing event layout; and 2.) DBA must address the security concerns.

BACKGROUND: The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of Downtown Bloomington Association for an LA, limited liquor license which would allow the sale of all types of alcohol by the glass for an event called "Hot August Nights," to be held on Saturday, August 15, 2009. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen; George Boyle, Asst. Corporation Counsel; Tracey Covert, City Clerk; and Erika Kubsch, Downtown Bloomington Association's, (DBA), Executive Director, and Jennifer Mullinix, DBA's Events & Outreach Coordinator, Applicant representatives.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present their request. Jennifer Mullinix, Events & Outreach Coordinator and Applicant representative, addressed the Commission. She described "Hot August Nights" as a work in progress. She presented the Commission with a hand out entitled Hot August Nights 2009 Beverage Tent

Specifics. OSF St. Joseph would not be involved in the event this year. The DBA had a contract with the City for use of the Bloomington Center for the Performing Arts', (BCPA), mobile stage. The DBA had hoped to host the event on the 500 and 600 blocks of North Main St. The DBA had found strong opposition to the 500 block of N. Main St.

Ms. Mullinix opened the discussion regarding the beer tent. She noted that WGLT's Summer Concert which is also held in the Downtown operated with an open beer garden. The DBA was requested an open beer garden on Main Street from Jefferson to Market Street. Individuals would purchase tickets. Identification would be checked and those over twenty-one (21) years of age would be given a bracelet. There would be three (3) bar areas which would host self contained units. This setup would be the same as last year. The DBA also planned to rent approximately thirty (30) stand-up cocktail tables.

The DBA planned to request additional police presence. Local security would be provided by the Downtown Bar Association's bar staff. Ms. Mullinix had been BASSET and STEPS trained. The featured restaurants would also offer nonalcoholic beverages for sale.

Commissioner Buchanan expressed his opinion that the key to hosting successful events was directly related to those who were responsible for hosting same. He noted the DBA's motivation. He described last year's tent as unattractive. There had not been any issues with this event in the past. He cautioned that an event would only be as good as its administration.

Commissioner Petersen noted that this would be a big leap for the DBA. He also noted the aesthetics of the last year's tent. Ms. Mullinix informed the Commission that the DBA had put thought into this event. She described it as a Taste of Bloomington/Normal. The focus of the event would be the food. In the past, the tent became the center of the event. Commissioner Petersen noted that the event appeared to draw an older audience. Erika Kubsch, Executive Director and Applicant representative, addressed the Commission. She added that this year the event would be held prior to the college students' return to the community. Ms. Mullinix stated that during the event's first two (2) years there had not been a single police issue.

Commissioner Stockton noted that in the past there had been security located at the entrances to the beer tent. There would be eight (8) access points under the DBA's proposed lay out. He expressed his willingness to grant the DBA's request. Ms. Mullinix noted her unsurety about security staffing levels. She restated the DBA's intention to utilize the Downtown's bars' staff. Ticket sales would stop one (1) hour prior to event's end time. Last call would occur thirty (30) minutes prior to the music ceasing. The music was scheduled to end at 11:00 p.m.

Commissioner Stockton questioned if the DBA was ready to assume the responsibility. Ms. Kubsch responded affirmatively.

Commissioner Buchanan cautioned the DBA that they would be legally responsible for the area defined as the premise. He noted the need for adequate security within the area. Ms. Kubsch stated that the DBA planned to work with the Bistro and Reality Bites.

Commissioner Clapp added that security staff would be needed at both the access points and circulating within the event area.

Commissioner Petersen expressed his opinion that wrist bands were critical. He added that the event would occur one (1) week earlier. He questioned when Illinois State University's, (August 17, 2009), and Illinois Wesleyan University's (August 24, 2009) fall terms would begin. Ms. Mullinix noted that this event was not designed for college age students.

Commissioner Stockton noted that this event had been a success for the last two (2) years. There had not been any issues. He expressed his willingness to experiment. He would be more comfortable with only one (1) block. He acknowledged the patron convenience, (ability to consume food and beverage). Ms. Mullinix noted that the DBA considered utilizing one (1) block for liquor service. This would result in separation by age.

Commissioner Buchanan noted his years of service on the Commission. He had attended numerous special events. Issues were a rarity. The access points would be critical. Ms. Mullinix added that the DBA wanted the event to be of benefit to the Downtown businesses. Commissioner Clapp added that there was no such thing as too much security.

Commissioner Petersen noted the DBA's conviction. He added that most "Taste of" incorporate food and liquor service. He did not support sectioning off the event.

Commissioner Stockton requested that the DBA submit a copy of the map that showed the event layout. Commissioner Buchanan expressed his opinion that this layout be adopted by reference. George Boyle, Asst. Corporation Counsel, addressed the Commission. He questioned if the Commission wanted to include additional security in their recommendation. Commissioner Buchanan noted that security would have to be posted at each access point.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 9, 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. "Hot August Nights" was also processed by the City's Special Event Committee. The DBA was required to notify all residences and businesses located along the effected blocks, (300 and 400 blocks of N. Main St., and 100 blocks east and west of Monroe St.)

FINANCIAL IMPACT: None.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Reviewed and concur:

Randall D. McKinley
Police Chief

Motion by Alderman Anderson, seconded by Alderman Purcell that a LA liquor license for Downtown Bloomington Association for an event called, “Hot August Nights” to be held on Saturday, August 15, 2009, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) DBA to submit map showing event layout; and 2.) DBA must address security concerns.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request of Highland Park CVS, LLC, d/b/a CVS/Pharmacy #8660, located at 210 N. Center St., currently holding a PA liquor license which allows the sale of all types of package alcohol for consumption off the premise six (6) days a week with the following conditions: 1.) no alcohol sales permitted before 9:00 a.m.; and 2.) no single serve sales permitted before 12 noon; for a change of classification to a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION: Based on the above, the Liquor Commission recommends to the City Council that the request of Highland Park CVS, LLC d/b/a CVS/Pharmacy #8660 located at 210 N. Center St., currently holding a PA liquor license which allows the sale of all types of package alcohol for consumption off the premise six (6) days a week with the following conditions: 1.) no alcohol sales permitted before 9:00 a.m.; and 2.) no single serve sales permitted before 12 noon; for a change of classification to a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no alcohol sales permitted before 9:00 a.m.; and 2.) no single serve sales permitted before 12 noon.

BACKGROUND: The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the request of Highland Park CVS, LLC, d/b/a CVS/Pharmacy #8660, located at 210 N. Center St., currently holding a PA liquor license which allows the sale of all types of package alcohol for consumption off the premise six (6) days a week with the following conditions: 1.) no alcohol sales permitted before 9:00 a.m.; and 2.) no single serve sales permitted before 12 noon; for a change of classification to a PAS liquor license which would allow 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 Steve Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen; George Boyle, Asst. Corporation Counsel; Tracey Covert, City Clerk; and Kevin Frost, Store Manager and License holder representative.

Commissioner Buchanan opened the liquor hearing. He requested that the License holder present their request. Kevin Frost, Store Manager and License holder representative, addressed the Commission. The store had been open on Sundays from 10:00 a.m. until 4:00 p.m. effective January 1, 2009. CVS has requested permission to add a Sunday license in order to sell liquor between the hours of 12 noon and 4:00 p.m.

Commissioner Buchanan addressed the issue of undesirable sales. Mr. Frost noted that there had been concerns raised in the past. He noted the current license's conditions, (1.) no alcohol sales permitted before 9:00 a.m.; and 2.) no single serve sales permitted before 12 noon). He added that Sunday shoppers have requested to purchase alcohol. Commissioner Buchanan questioned the primary clientele on Sundays. Mr. Frost noted that Saturday and Sunday customers were similar. He noted that the store had seen new customers due to the fact that currently this was the only CVS in the City.

Commissioner Buchanan questioned if the store's staff had observed any issues. Mr. Frost reflected on the recent past and responded negatively. There had not been any issues. The store's staff had identified certain customers which have limited liquor sales. Commissioner Buchanan noted that the store had taken a proactive approach.

Commissioner Stockton questioned if Mr. Frost worked on Sundays. Mr. Frost responded affirmatively. He was scheduled to work every other Sunday. Commissioner Stockton noted the number of businesses that were closed on Saturday and Sunday in the Downtown. Mr. Frost described Sundays as a slow day. The largest percentage of sales comes from the pharmacy. He was uncertain of what might happen when the east side CVS opened. He recognized that the homeless population was a constant.

Commissioner Petersen questioned who was in charge when Mr. Frost was not on duty. Mr. Frost stated the Asst. Store Manager.

Commissioner Petersen noted that the Commission would be considering a text amendment which would extend Sunday sale hours. He questioned the impact upon CVS. Mr. Frost anticipated an increase in business.

Commissioner Buchanan stated that any liquor license holder has the right to refuse sales. Mr. Frost responded affirmatively. He added that he had done so in the past.

Commissioner Buchanan questioned if CVS intended to increase the volume of liquor stock/sales with the addition of a Sunday liquor license. Mr. Frost noted that there were no planned changes. He added that the store was recently remodeled, (2006).

Commissioner Petersen expressed his support for this request. He did not see any issues with this request. He saw little impact upon this store if the City chose to amend the code regarding Sunday sales.

Commissioner Stockton noted his support for this change of classification. He cautioned the License holder that if there were issues, then the Commission would address them.

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 seven (7) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the June 9, 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 \$450.

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 the request of Highland Park CVS, LLC d/b/a CVS/Pharmacy #8660 located at 210 N. Center St., currently holding a PA liquor license which allows the sale of all types of package alcohol for consumption off the premise six (6) days a week with the following conditions: 1.) no alcohol sales permitted before 9:00 a.m.; and 2.) no single serve sales permitted before 12 noon; for a change of classification to a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no alcohol sales permitted before 9:00 a.m.; and 2.) no single serve sales permitted before 12 noon.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 1, Block 3 of Camp Iroquois from Jerry M. Henderson to Jon E. and Janet H. Slater

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 1, Block 3 of Camp Iroquois from Jerry M. Henderson to Jon E. and Janet H. Slater. This petition is in order and staff recommends that this transfer be approved. The sewage disposal system was recently inspected and several items needed to be addressed. As a result of these deficiencies, the entire sewage disposal system has been replaced with a system that meets current code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. This lake lease income will be posted to Lake Lease revenue account 5010-50100-50110-57590.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Craig M. Cummings
Director of Water

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Purcell that the Lake Lease Transfer 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Custom II, LLC, requesting approval of a Final Plat for the Robinson & Oakland Subdivision commonly located at the northeast corner of the Oakland Avenue and Robinson Street intersection (Ward 1)

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

BACKGROUND: Custom II, LLC desires to subdivide a tract of property in Lot 3 of the existing Finrock Subdivision. This will give the owner the ability to develop and/or sell the individual lots created by the new subdivision. Staff respectfully recommends that Council

accept the Petition and pass an ordinance approving the Final Plat for the Robinson & Oakland Subdivision. Since no extensions or modifications to City infrastructure are necessary, no tap-on fees or bonding are required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

David A. Hales
City Manager

J. Todd Greenburg
Corporation Counsel

PETITION FOR APPROVAL OF FINAL PLAT

STATE OF ILLINOIS)
) ss.
COUNTY OF MC LEAN)

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

Now comes Custom II, LLC c/o Larry Hundman, 405 N. Hershey Road, Bloomington, IL 61704, 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 described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seek approval of the Final Plat for the Robinson - Oakland subdivision to be known and described as the Robinson - Oakland Subdivision, which Final Plat is attached hereto and made a part hereof;
3. That your Petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code - 1960, as amended: NONE;
4. That the Final Plat conforms to the requirements of Expedited Procedure of Final Plat as per the Land Subdivision Code (Chapter 24);
5. That your Petitioner hereby dedicates to the public, all public right-of-way and easements, if shown, on said Final Plat.

WHEREFORE, your Petitioner prays that the Final Plat for the Final Plat for the Robinson - Oakland Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Andrew Killian, Attorney at Law
Custom II, LLC c/o Larry Hundman

ORDINANCE NO 2009 – 43

**AN ORDINANCE APPROVING THE FINAL PLAT
OF THE ROBINSON-OAKLAND 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 Robinson-Oakland 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 Chapter 24 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 the 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 and Planned Unit Development 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 Robinson - Oakland Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.

2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 13th day of July, 2009.

APPROVED this 14th day of July, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

Part of tract no. 1 and all of tract no. 2 as recorded in document number 2004-07770 and part of lot 3 in Finfrock subdivision as recorded in document number 2001-39135, all in the southwest quarter of section 3, township 23 north, range 2 east of the third principal meridian, city of Bloomington, McLean county, Illinois, being more particularly described as follows:

Beginning at a pipe at the northwest corner of said tract no. 1; thence south 88 degrees 37 minutes 25 seconds east, a distance of 166.98 feet, along the north line of said tract no. 1; thence north 0 degrees 49 minutes 01 second east, a distance of 159.45 feet; thence south 88 degrees 37 minutes 25 seconds east, a distance of 135.23 feet, to an iron rod on the east line of said lot 3 of Finfrock subdivision; thence south 1 degree 08 minutes 38 seconds east, a distance of 159.60 feet, to the southeast corner of said lot 3 of Finfrock subdivision; thence south 0 degrees 58 minutes 51 seconds east, a distance of 417.89 feet, to an iron pipe; thence south 10 degrees 57 minutes 09 seconds west, a distance of 96.37 feet, to an iron pipe; thence north 89 degrees 35 minutes 49 seconds west, a distance of 33.14 feet, to an iron pipe; thence south 5 degrees 24 minutes 23 seconds east, a distance of 74.50 feet, to an iron pipe on the south line of said tract no. 1; thence north 86 degrees 33 minutes 10 seconds west, a distance of 137.23 feet, along said south line of tract no. 1, to an iron pipe; thence north 84 degrees 05 minutes 34 seconds west, a distance of 19.78 feet, along said south line of tract no. 1, to an iron rod; thence south 89 degrees 59 minutes 42 seconds west, a distance of 105.94 feet, to an iron pipe on the south line of said tract no. 2; thence north 39 degrees 00 minutes 41 seconds west, a distance of 25.56 feet, to an iron rod on said tract no. 2; thence north 0 degrees 51 minutes 04 seconds east, a distance of 563.70 feet, along the west line of said tract no. 1, to the point of beginning; said described Robinson & Oakland subdivision containing 4.64 acres, more or less, being subject to all existing easements and rights-of-way, bearings assumed for the purpose of description only.

Motion by Alderman Anderson, seconded 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from St. John's Lutheran Church, 1617 E. Emerson Street for a Special Use Permit to allow a building addition in an R-1B, Single Family Residence District (SP – 01 – 09)

RECOMMENDATION: That the Special Use be approved and the Ordinance passed.

BACKGROUND: St. John's is currently undertaking a remodeling and building addition project to improve service to the congregation. The Church resides in an R - 1B, Residential zoning classification. Places of worship require a special use permit to exist and/or expand in this district. The Zoning Board of Appeals reviewed this case on June 17, 2009. The following is the action taken by same.

Adjacent Zoning

north: S - 2, Public Lands and Institutions and R - 1A,
Single Family Residence District
south: C - 3, Community/Regional Shopping District
east: R - 1B, Single Family Residence District
west: R - 1B, same as above

Adjacent Land Uses

north: single family and Ewing
Manor
south: vacant commercial
east: single family
west: single family and church

Current Land Use: Place of worship, St. John's Lutheran Church.

Comprehensive Plan: Government/Institutional is recommended.

The property in question is an 11.12 acre site containing St. John's Lutheran Church and an accessory parking lot, containing approximately 350 parking spaces. The church is proposing a two phase project, including interior alterations and a 9,900 gross square foot addition. The addition initiated the special use requirements.

The Zoning Code stipulates the following conditions for Places of Worship as a special use:

- (1) Minimum Fencing/Screening Requirements: Parking lots shall be screened from adjacent dwellings in accordance with Section 44.4-7 C. of this Code.
- (2) Minimum Lot Area: Same requirements as for the zoning district in which the special use is proposed to be located.
- (3) Minimum Lot Width: Same requirements as for the zoning district in which the special use is proposed to be located.
- (4) Minimum Yard Requirements: Same requirements as for the zoning district in which the special use is proposed to be located.
- (5) Maximum Height: Forty-five (45) feet or three (3) stories (whichever is lower).
- (6) Additional Requirements: Parking spaces shall be provided in accordance with Section 44.7-2 of this Code (one (1) parking space for every two hundred (200) square feet of gross floor area). (Ordinance No. 2006-137)

This proposed special use meets all standards required by the Zoning Ordinance.

Mr. Ireland explained the process for the Special Use approval. The Board's vote was a recommendation to the City Council for final approval.

Ms. Meek recused herself, (her architectural firm is the design professional of record for the petitioner), and was seated in the audience.

Mr. Terry Stombaugh presented the case to the Board and offered to answer any questions. He did not realize the need to go before the Zoning Board of Appeals as part of the process for this project. A letter was presented to the Board which explained the church's need for expansion and the plans to do so.

Mr. Snyder questioned the present capacity for the church sanctuary. Mr. Stombaugh replied 300 at this time. He also questioned if a Special Use Permit would be required if it was zoned to S-2. Mr. Huber responded negatively.

Mr. Huber provided a staff recommended of approval since the case met all of the required standards for a special use. There were no variances needed for this project.

Mr. Briggs questioned a petition to rezone. Mr. Huber had discussed this with the petitioner's attorney. At this point, timing was an issue.

Mr. Parker inquired about the rezoning process. Mr. Huber stated the Church would have to petition the Planning Commission for a hearing. The Commission would make a recommendation to the City Council for a final decision. He recommended that rezoning should be in the long range goal for the Church.

Staff respectfully recommends that Council pass an Ordinance creating a Special Use permit for St. John's Lutheran Church, 1617 E. Emerson Street, (Case SP – 01 – 09), to allow for a building addition on the south side of the existing structure. This approval coincides with the positive recommendation (6 years - 0 nays) of the Zoning Board of Appeals.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was provided through publication in the Pantagraph, yard signs were placed on the Emerson Street and Towanda Avenue frontages, and direct mailings were provided to properties within 500 feet.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Mark R. Huber
Director of PACE

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT
1617 E. EMERSON ST., BLOOMINGTON, IL**

State of Illinois)
) ss.
County of McLean)

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

Now comes St. John’s Lutheran Church hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premise presently has a zoning classification of R1B under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 7, 30 (K) of said City Code, Churches are allowed as a special use in a R1B zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R1B zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R1B zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

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

Respectfully submitted,

R. Carson Durham

ORDINANCE NO. 2009 - 46

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
FOR PROPERTY LOCATED AT 1617 E. EMERSON ST., BLOOMINGTON, IL**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a church – St. John’s Lutheran Church for certain premises hereinafter described in Exhibit A; and

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

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

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

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

1. That the Special Use Permit for a Church – St. John’s Lutheran Church on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13th day of July, 2009.

APPROVED this 14th day of July, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT A
Legal Description**

A part of the South East ¼ of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the center line of Emerson Street in the City of Bloomington extended with the center line of Towanda Road, thence West along the center line of Emerson Street 880 feet to a point where the line dividing Lots 16 and 17 of Bosworth's Subdivision of part of the South ½ of said Section 34 if extended North would intersect the center line of Emerson Street, thence South 830 feet more or less to the South line of said Bosworth's Subdivision, thence East to the center line of Towanda Avenue, thence Northeasterly along said center line to the Place of Beginning, in McLean County, Illinois.

Parcel # 14-34-451-005

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Eastlake, LLC, an Illinois Limited Liability Company, Requesting Annexation and Rezoning of a 1.298 Acre Tract in the Grove at Kickapoo Creek Development

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

BACKGROUND: On September 26, 2005, Council approved an Annexation Agreement between the City, Deneen Bros. Farms LLC, Richard A. Searls Jr., Thomas J. Searls, Richard A. Searls III, Stephen J. Searls, John D. Searls, and Eastlake LLC. The proposed annexation and rezoning is in accordance with this agreement. The proposed annexation area is immediately north of the Grove at Kickapoo Creek 2nd Addition and will contain three (3) residential lots and right of way for the extension of Winterberry Circle. Staff respectfully recommends that Council approve this petition and pass the ordinance to annex and rezone the 1.298 acre tract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: All of the required public hearings on the Annexation Agreement were held by the Planning Commission and Council in September of 2005.

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:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

**PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS AND FOR AMENDMENT OF THE OFFICIAL
ZONING MAP OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**

State of Illinois)
) ss.
County of McLean)

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”).
2. That the premises presently has a zoning classification of Agricultural District (“A”) under the provisions of the McLean County Zoning Ordinance.
3. That the premises is the subject of an Annexation Agreement dated April 21, 2005, by and between City of Bloomington, McLean County, Illinois, a Municipal Corporation (hereinafter referred to as “City”) and Deneen Brothers Farms, LLC., Richard A. Searls, Jr., Thomas J. Searls, Richard A Searls, III, Stephen J. Searls, John D. Searls and Eastlake and that Annexation Agreement provides that the premises will include “R-1B” Residence District zoning under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended.

4. That the Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of the Farnsworth Group on May 27, 2009, is attached hereto and incorporated herein as Exhibit B.

5. That the R-1B Residential District zoning is set forth in said Annexation Agreement and is illustrated in The Eastlake Development Zoning Plan prepared by the Farnsworth Group and attached hereto and incorporated herein as Exhibit C.

6. That your Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, approve this petition and annex the premises to the City and amend the Official Zoning Map of the City to classify the premises into the zoning classifications set forth in the Annexation Agreement.

Wherefore, your Petitioner respectfully prays that this petition be approved, that the premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City be amended to classify the premises into the zoning classifications set forth in the Annexation Agreement.

Respectfully submitted,

EASTLAKE, L.L.C.

By: William C. Doud
Member

Attest:

Laurence F. Hundman
Member

ORDINANCE NO. 2009 - 44

**AN ORDINANCE ANNEXING CERTAIN TERRITORY AS HEREINAFTER
DESCRIBED TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AND FOR REZONING**

WHEREAS, the real estate depicted by the Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of the Farnsworth Group on May 27, 2009, and legally described in Exhibit A attached hereto and incorporated herein is the subject of a certain Annexation Agreement detailed below;

WHEREAS, the City of Bloomington entered a certain Annexation Agreement dated April 21, 2005, which is by and between the City and Deneen Brothers Farms, LLC., Richard A. Searls, Jr., Thomas J. Searls, Richard A Searls, III, Stephen J. Searls, John D. Searls and Eastlake LLC, and said Annexation Agreement is attached hereto and incorporated herein as Exhibit B;

WHEREAS, said Annexation Agreement provides for rezoning of the real estate described in Exhibit A attached hereto and incorporated herein and the Bloomington Planning Commission, after proper notices were given, conducted Public Hearings on the proposed rezoning;

WHEREAS, the City Council of the City of Bloomington, after proper notices were given, conducted Public Hearings on said Annexation Agreement;

WHEREAS, the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided;

WHEREAS, the City Council of the City of Bloomington has further determined that the proposed zoning, as established in the Annexation Agreement follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be placed in effect as to said real estate upon the annexation of same, all as by Statute specifically provided;

WHEREAS, the City Council of said City has the power to pass this Ordinance to annex and rezone the real estate described in Exhibit A.

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

1. That the City Council of the City of Bloomington, Illinois, determines that the real estate described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but it is however, contiguous to the City of Bloomington.

2. That the real estate described in this Ordinance is hereby annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the real estate described herein.

3. That the Annexation Agreement referred to above and attached hereto be and the same hereby are ratified, affirmed and incorporated into this Ordinance.

4. That the real estate described in Exhibit A shall be and the same is hereby rezoned from Agricultural District (“A”) to Residence District (“R-1B”) in accordance with the Annexation Agreement referred to above and incorporated herein.

5. The Official Zoning Map of the said City shall be amended to reflect this change in zoning classification.

6. This Ordinance shall take effect immediately upon passage and approval and shall be in full force.

PASSED this 13th day of July, 2009.

APPROVED this 14th day of July, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

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 Southwest Corner of a 7.50 acre parcel conveyed to Rebecca S. Fish-White by Deeds recorded December 7, 2005 as Document Numbers 2005-36869 and 2005-36870 in the McLean County Recorder’s Office; thence north 570.09 feet along the West Line of said 7.50 acre parcel; thence west 860.72 feet along a line which forms an angle to the right of 91°-00’-59” with said West Line to a Point of Curvature; thence southwesterly 200.12 feet along the arc of a curve concave to the southeast with a radius of 180.00 feet and the 189.97 foot chord of said arc forms an angle to the right of 148°-09’-01” with the last described course to the Point of Beginning. From said Point of Beginning, thence northwest 150.00 feet along a line which

forms an angle to the right of 238°-09'-01" with the last described chord; thence northeasterly 6.33 feet along the arc of a curve concave to the southeast with a radius of 330.00 feet and the 6.33 foot chord of said arc forms an angle to the right of 270°-32'-58" with the last described course; thence northwest 210.00 feet along a line which forms an angle to the right of 90°-32'-58" with the last described chord; thence southwesterly 234.68 feet along the arc of a curve concave to the southeast with a radius of 540.00 feet and the 232.84 foot chord of said arc forms an angle to the right of 77°-32'-59" with the last described course; thence east 210.00 feet along a line which forms an angle to the right of 77°-32'-59" with the last described chord; thence southerly 8.04 feet along the arc of a curve concave to the east with a radius of 330.00 feet and the 8.04 foot chord of said arc forms an angle to the right of 269°-18'-08" with the last described course; thence east 150.00 feet along a line which forms an angle to the right of 89°-18'-20" with the last described chord; thence northeasterly 79.17 feet along the arc of a curve concave to the east with a radius of 180.00 feet and the 78.53 foot chord of said arc forms an angle to the right of 102°-35'-49" with the last described course to the Point of Beginning, containing 1.298 acres, more or less.

EXHIBIT B ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article .11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "city" and DENEEN BROTHERS FARMS, L.L.C. (hereinafter Deneen), RICHARD A. SEARLS, JR., THOMAS J. SEARLS, RICHARD A. SEARLS III, STEPHEN J. SEARLS, AND JOHN D. SEARLS (hereinafter Searls), and EASTLAKE, L.L.C. (hereinafter Eastlake, Owner, or Developer) The Deneen property is described on Exhibit A, the Searls property on Exhibit B, and the Eastlake property on Exhibit C. The parties AGREE AS FOLLOWS:

I. ANNEXATION PETITION. Eastlake, Deneen and Searls, subject to the terms and conditions set forth in this annexation agreement, have petitioned the City of Bloomington, requesting annexation of tracts of land described in Exhibits "A", "B" and "C" (hereinafter referred to as "the tract") to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 11th day of April, 2005, continued to the 26th day of September, 2005.

II. ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington within 30 days from the date of submission of an annexation plat depicting the area to be annexed and all required supporting documentation.

III. ZONING. SKETCH PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.

A. Zoning - Within 30 days of any annexation of all or any portion of the tract, the City agrees to rezone the tract to the zoning classifications set forth on Exhibit D. The public hearing required for such rezonings having been held before the Planning Commission of the City of Bloomington on the 23rd day of March, 2005, continued to the 14th day of September, 2005, after notice required by law and ordinance.

B. Sketch Plan Approval - The City hereby approves a Sketch Plan for the property, a copy of which Sketch Plan is attached hereto and made a part hereof as Exhibit "E".

C. Subdivision Plan Approval - Within 60 days from the submission of one or more Preliminary Subdivision Plans and Final Subdivision Plats in the form and with the content required by the City's Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve Preliminary Subdivision Plans and after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve Final Subdivision Plats, provided such plans and plats are in substantial accordance with the approved Sketch Plan and approved Preliminary Plans. Any Preliminary Subdivision Plan may include less than all the acreage in the tract, provided it contains at least 40 acres.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final subdivision plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A. Streets & Sidewalks

1. Adjacent Roads [Ireland Grove Road, County Highway 28 and 2100 East] Right-of-Way.

a) Deneen shall dedicate right of way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right of way plats and dedication documents shall be prepared by Developer.

b) Searls shall dedicate right of way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right of way plats and dedication documents shall be prepared by Developer.

c) Eastlake shall dedicate right of way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width and the West ½ of 2100 East as required by the City of Bloomington, but not more than 50 feet in width. Right of way plats and conveyance documents shall be prepared by Developer.

d) City agrees to take jurisdiction over and maintenance responsibility for Ireland Grove Road adjacent to the tract if an inter -governmental agreement between the County and the City defining same is approved by the City, County and State.

e) Developer shall reimburse Old Town Township Road District the local share of recent improvements to a bridge on T. R. 2100 East in an amount not to exceed \$50,000.00 within 30 days from the effective date of this Agreement.

2. Improvement - At the election of the City, and in lieu of any other adjacent street improvement obligation, Developer shall either:

a) Improve Ireland Grove Road from Towanda Barnes easterly 9,300 lineal feet by providing a 4½” asphalt overlay to a width of 22 feet, at a cost not to exceed the total cost of the alternative listed below or in the alternative

b) Eastlake shall provide at final platting of adjacent property, a substandard adjacent roadway guarantee as per City Code. The amount of the guarantee shall be based on \$125.00 per front foot. The bond and guarantee shall be for the frontage of the Eastlake development on Ireland Grove Road (except the Park and Greenway frontage) and on Road 2100 E.

Nothing in this agreement shall be construed as relieving Searls or Deneen from their responsibility to meet the code requirements for adjacent substandard street (s) at such time as they subdivide adjacent property.

3. Interior streets –

a) All interior streets shall be built by Owner to City subdivision code standards. Any oversizing or increased structural strength required by the City over and above what is required to serve this subdivision shall be installed by Eastlake and shall be paid for by the City within 30 days from billing by Eastlake. The Arterial Street at 2000 E shall not allow access from lots fronting thereon and shall have a 45 mph design speed.

b) The Owners may elect to construct one or more entrance gates for residential streets under the following conditions:

1. The street (including gate, pavement, curb, gutter & sidewalk) and storm sewer (including inlets and manholes) on the street thereby affected shall be considered a private street.

2. A viable homeowners association or other responsible agency shall be transferred the maintenance responsibility (including snow removal) for said private street.

3. The City shall be granted access to said private street for maintenance of other utilities such as water and sanitary sewer.

4. Provisions shall be made to grant unimpeded access to said private street for all emergency vehicles and services (such as attachment of a-Knox Box).

5. The City agrees to continue garbage collection on said private street(s) only to the extent there is unimpeded access for the City's collection vehicles and provisions of a hold harmless agreement.

6. The Homeowners Association shall supply the City with a hold harmless agreement.

c) Owner may construct a boulevard street from Ireland Grove Road north on the easterly side of the proposed residential development. The City shall reimburse one-half the cost of said boulevard street, where it is not adjacent to residential development, to Eastlake within 30 days of billing.

d) Owner shall include a grade separated pedestrian crossing under said street described in Paragraph IV A 3 C to facilitate pedestrian traffic, one-half the cost of which shall be reimbursed to Eastlake by the City, within 30 days from billing.

e) The City may allow Developers to construct berms in outlots and signage in street medians. Any signage and berms constructed shall be per code and maintained by the homeowners association, which shall indemnify the City and hold the City harmless.

4. Traffic Impact Analysis - Owner shall prepare and submit a traffic impact analysis for the development. The analysis shall predict the traffic impacts on the interior streets, Ireland Grove Road and 2100 E. The Owner shall prepare an Intersection Design Study for the intersection of the Arterial Street entrance at 2000 E with Ireland Grove Road. If traffic signals are warranted at this location because of traffic generated by the Eastlake development, the Owner shall pay the cost of the signalization, with installation to be made when traffic from the development warrants the installation.

B. Water

1. To the Site: The Developer shall design and construct a water main of a size determined by the City to serve the tract if developed as depicted on the Sketch Plan along Ireland Grove Road from Towanda Barnes Road to the West line of the Eastlake property by Eastlake shall have no requirement to pay a tap on fee to

connect to this water main. City shall reimburse Developer the entire cost of this water main within 30 days from billing by Eastlake.

2. Adjacent to the Site: Eastlake shall construct water mains on the adjacent roads South and East of their development of a size to be determined by the City. Where said water mains are adjacent to property to be developed by Eastlake for residential purposes, Developer shall pay for that portion of the cost of a water main of a size sufficient to serve the development. The City shall pay the cost of oversizing the main beyond what is required to serve the development. Where the water main is adjacent to park land or other land not being developed for residential purposes by Eastlake, the City shall reimburse the entire cost of that portion of the main. The City shall make payment within 30 days from billing by Eastlake.

3. Within the Site: Eastlake shall construct water mains within their development to comply with City standards. If the City requests any internal water mains to be larger in diameter than is required to serve the development, the City shall pay the reasonable cost for oversizing after installation and within 30 days from billing by Eastlake.

C. Sanitary Sewer -

1. The City shall design and construct a sanitary sewer pump station and necessary sanitary sewer force mains and sewers of a sufficient size to serve the Development as depicted on the Sketch Plan by July 1, 2007 or such later date as Eastlake may accept.

2. Eastlake shall pay a tap on fee to the City to connect to the City's sanitary sewer pump station, force main and sewer proportional to the capacity of said pump station, force main and sewer used for owner's development, divided by the total capacity of said pump station, force main and sewers on a flow rather than acreage basis. Tap on fees shall be paid at the time of final platting of subdivision additions.

3. Eastlake shall not be required to pay a sanitary sewer tap on fee for land used for park, pump station, Greenway purposes or land not proposed for development by Eastlake.

4. Eastlake shall dedicate reasonable and sufficient land to the City for the construction of a sanitary sewer pump station, if a location study identifies Eastlake property as a preferred location.

5. Eastlake shall construct interceptor sanitary sewers within their development to comply with City standards. If any internal sanitary sewers are to accept flow from future upstream areas, the City's share shall be determined based on the areas served, with Eastlake responsible only for its developed area (exclusive of

park, Greenway, and pump station site) and the City reimbursing Eastlake for the costs attributable to all other areas, with payment to be made within 30 days from billing by Eastlake.

6. If a sanitary sewer and pump station is not in place ready to use by January 1, 2007, the City shall permit a temporary “sewer on wheels” at developer's expense until such time as the pump station and force main are accepted.

D. Storm Water Drainage - Detention_- Owner agrees to build a detention basin and weir to provide storm water detention at the location depicted on the Sketch Plan of a size and capacity sufficient to serve the property.

1. Owner shall design, obtain necessary permits for and construct a weir and storm water detention basin.

2. The City shall assist in obtaining necessary permits, including signing permit applications as owner of completed weir and storm water detention basin.

3. The City shall accept ownership of and maintain completed weir and storm water detention basin.

4. If this development provides storm water storage in excess of that required by Code for the tract, the City shall participate in the costs of constructing the proposed weir and storm water detention basin. Cost sharing would be based upon the proportionate share of additional volume provided as compared to the total volume and shall include land costs at fair market value. Design and construction shall be by Eastlake. The City's share shall be paid within 30 days from billing by Eastlake.

5. City agrees to use its best efforts to obtain easements and permits allowing appurtenant backup on upstream properties, if necessary.

6. Eastlake shall incorporate into the design of the proposed weir and storm water detention basin sediment entrapment devices and wetland area to improve the water quality in the Kickapoo Creek and to reduce future maintenance costs. These enhancements to-the detention basin and Greenway shall be considered a reasonable part of the detention basin/ Greenway construction costs to be shared with the City if storm water storage capacity in excess of City code requirements is provided.

E. Park Land Dedication –

1. Owner shall dedicate park land to the City as shown on the Sketch Plan, which shall include a 20+ acre park and 10+ acre public access way around the detention basin/Greenway.

2. Owner shall prepare the park and public access way for seeding and seed the land with a seed mixture approved by the City. Owner shall provide erosion protection plantings for the stream restoration area. In the event grant funds are available for seeding, planting and/or preparation work, the City shall apply for those funds and if received, use them for this purpose.

3. If the amount of land dedicated is less than that required by Code, Developer shall pay and City shall accept a fee in lieu. If the amount of land dedicated exceeds that required by Code, Developer shall be allowed a credit against other fees due, based on a land value of \$30,000 per acre.

a) Developer will dedicate a minimum of 300 foot wide greenway for the east branch of Kickapoo Creek and a minimum 250 foot wide greenway for the west branch north to the east west collector. The development shall be designed to maintain the 100 year flood within this greenway.

4. Eastlake shall “rough grade”, within the public access way, for a future pedestrian/bike trail around the proposed greenway in consultation with the City in general conformance with the location shown on the sketch plan. The City shall construct the proposed pedestrian/bike trail at least 10 feet in width. The City shall pay the entire cost of designing and constructing this trail.

V. MODEL HOMES –

A. The City shall allow the construction of up to ten model single family homes and/or zero lot line homes on the premises for presentation and sale purposes, provided water, sewer and a gravel base road surface are installed before construction commences. The location of the model homes may change from time to time and place to place as the Owner desires. Notwithstanding the foregoing, no conveyance of title shall take place of any model home or multiple family structure until a final subdivision plat is of record for the lot on which said model home is located. No certificate of occupancy shall be issued for any model home or multiple family structure until an approved street is in place to provide access to the lot on which said model home is located.

VI. BONDING - The Owner may fulfill the bonding requirements of Chapter 24, Section 3.16 of the City's Code as it pertains to sureties for uncompleted public improvements for any tract of land by posting a \$250,000.00 revolving commercial surety bond from -an insurance company reasonably acceptable by the City, a revolving letter of credit on a local financial institution, or a revolving cash escrow. The Owner shall provide a substandard roadway surety in addition to the revolving surety for uncompleted public improvements.

VII. OTHER ANNEXATIONS - The Owner, not later than thirty (30) days after the date of annexation of any portion of the Tract, shall file the necessary petitions to annex the area annexed to the Central Illinois Regional (Bloomington-Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

VIII. APPLICABLE LAW - Except as provided in the agreement, the owner shall in the use and development of the property comply with all then applicable zoning, building and mechanical codes of the City. Except as otherwise provided in this Agreement, the development of the tract during the life of this Agreement shall comply with the subdivision code regulations in effect on the date of this Agreement, not those adopted after the date of this Agreement.

IX. DEFAULT - Prior to the declaration of any default or the initiation of any action to enforce, terminate or seek damages for alleged violation or non-compliance of this agreement, the party asserting the breach, default or non-compliance shall give written notice to the other party specifying the nature of the alleged breach default or non-compliance and provide a reasonable period of time (not less than 30 days) to cure.

X. DURATION - This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

Dated at Bloomington, Illinois, this 21st day of April, 2005.

CITY OF BLOOMINGTON, ILLINOIS, A
MUNICIPAL CORPORATION

By: Stephen F. Stockton

ATTEST:

By: Tracey Covert

DENEEN BROTHERS FARMS, LLC

By: David Deneen
Richard A. Searls, Jr.
Thomas J. Searls
Richard A. Searls III
Stephen J. Searls
John D. Searls

EASTLAKE LLC

By: Mercer Turner

(EXHIBIT C EASTLAKE DEVELOPMENT ZONING PLAN ON FILE IN CLERK'S OFFICE)

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Annexation and 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Eastlake, LLC, an Illinois Limited Liability Company, Requesting Annexation and Rezoning of 44.98 Acre and 0.5 Acre Tracts in the Grove at Kickapoo Creek Development

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

BACKGROUND: On September 26, 2005, Council approved an Annexation Agreement between the City, Deneen Bros. Farms LLC, Richard A. Searls Jr., Thomas J. Searls, Richard A. Searls III, Stephen J. Searls, John D. Searls, and Eastlake LLC. The proposed annexation and rezoning is in accordance with this agreement. The proposed annexation area is immediately north and west of the Grove at Kickapoo Creek 2nd Addition and east of the Grove at Kickapoo Creek 1st Addition. The area to be annexed is part of the second phase of the Kickapoo Creek stream restoration project. Staff recommends Council approve this petition and pass the ordinance to annex and rezone the 44.98 acre and 0.5 acre tracts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: All of the required public hearings on the Annexation Agreement were held by the Planning Commission and City Council in September of 2005.

FINANCIAL IMPACT: The future stream restoration area will not generate property tax revenue or 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:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

**PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS AND FOR AMENDMENT OF THE OFFICIAL
ZONING MAP OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**

State of Illinois)
) ss.
County of McLean)

Now Comes, EASTLAKE, LLC, 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”).
2. That the premises presently has a zoning classification of Agricultural District (“A”) under the provisions of the McLean County Zoning Ordinance.
3. That the premises is the subject of an Annexation Agreement dated April 21, 2005, by and between City of Bloomington, McLean County, Illinois, a Municipal Corporation (hereinafter referred to as “City”) and Deneen Brothers Farms, LLC., Richard A. Searls, Jr., Thomas J. Searls, Richard A Searls, III, Stephen J. Searls, John D. Searls and Eastlake and that Annexation Agreement provides that the premises will include “S-2” Public Lands and Institutions District zoning under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended.
4. That the Annexation Plat prepared by Charles E. Hurliman, Illinois Professional Land Surveyor No. 2285 of the Farnsworth Group on April 3, 2009, is attached hereto and incorporated herein as Exhibit B.
5. That the “S-2” Public Lands and Institutions District zoning is set forth in said Annexation Agreement and is illustrated in The Eastlake Development Zoning Plan prepared by the Farnsworth Group and attached hereto and incorporated herein as Exhibit C.

6. That your Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, approve this petition and annex the premises to the City and amend the Official Zoning Map of the City to classify the premises into the zoning classifications set forth in the Annexation Agreement.

Wherefore, your Petitioner respectfully prays that this petition be approved, that the premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City be amended to classify the premises into the zoning classifications set forth in the Annexation Agreement.

Respectfully submitted,

EASTLAKE, LLC

By: William C. Doud
Member

Attest:

Laurence F. Hundman
Member

ORDINANCE NO. 2009 - 45

**AN ORDINANCE ANNEXING CERTAIN TERRITORY AS HEREINAFTER
DESCRIBED TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AND FOR REZONING**

WHEREAS, the real estate depicted by the Annexation Plat prepared by Charles E. Hurliman, Illinois Professional Land Surveyor No. 2285 of the Farnsworth Group on April 3, 2009, and legally described in Exhibit A attached hereto and incorporated herein is the subject of a certain Annexation Agreement detailed below;

WHEREAS, the City of Bloomington entered a certain Annexation Agreement dated April 21, 2005, which is by and between the City and Deneen Brothers Farms, LLC., Richard A. Searls, Jr., Thomas J. Searls, Richard A Searls, III, Stephen J. Searls, John D. Searls and Eastlake LLC, and said Annexation Agreement is attached hereto and incorporated herein as Exhibit B;

WHEREAS, said Annexation Agreement provides for rezoning of the real estate described in Exhibit A attached hereto and incorporated herein and the Bloomington Planning Commission, after proper notices were given, conducted Public Hearings on the proposed rezoning;

WHEREAS, the City Council of the City of Bloomington, after proper notices were given, conducted Public Hearings on said Annexation Agreement;

WHEREAS, the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided;

WHEREAS, the City Council of the City of Bloomington has further determined that the proposed zoning, as established in the Annexation Agreement follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be placed in effect as to said real estate upon the annexation of same, all as by Statute specifically provided;

WHEREAS, the City Council of said City has the power to pass this Ordinance to annex and rezone the real estate described in Exhibit A.

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

1. That the City Council of the City of Bloomington, Illinois, determines that the real estate described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but it is however, contiguous to the City of Bloomington.

2. That the real estate described in this Ordinance is hereby annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the real estate described herein.

3. That the Annexation Agreement referred to above and attached hereto be and the same hereby are ratified, affirmed and incorporated into this Ordinance.

4. That the real estate described in Exhibit A shall be and the same is hereby rezoned from Agricultural District (“A”) to Public Lands and Institutions District (“S-2”) in accordance with the Annexation Agreement referred to above and incorporated herein.

5. The Official Zoning Map of the said City shall be amended to reflect this change in zoning classification.

6. This Ordinance shall take effect immediately upon passage and approval and shall be in full force.

PASSED this 13th day of July, 2009.

APPROVED this 14th day of July, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

Tract 1:

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 $246^{\circ}-27'-53''$ 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 $244^{\circ}-22'-11''$ 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 $152^{\circ}-14'-38''$ 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 $91^{\circ}-36'-18''$ 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 238.09 feet along a line which forms an angle to the right of $226^{\circ}-46'-51''$ with the last described course to a point on the East Line of said Northeast Quarter; thence north 957.33 feet along said East Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner of a tract of land conveyed to Eastlake L.L.C. per Trustee's Deed recorded as Document No. 2005-33242 in said Recorder's Office; thence west 404.69 feet along a line which forms an angle to the right $90^{\circ}-58'-34''$ with the last described course; thence south 226.45 feet along a line which is parallel with the East Line of said Northeast Quarter and which forms an angle to the right of $89^{\circ}-01'-26''$ with the last described course; thence southwest 153.29 feet along a line which forms an angle to the right of $223^{\circ}-49'-16''$ 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°-00'-00" with the last described chord; thence southwest 270.67 feet along a line which forms an angle to the right of 191°-11'-12" with the last described course; thence southwest 218.59 feet along a line which forms an angle to the right of 187°-36'-24" with the last described course; thence southwest 702.69 feet along a line which forms an angle to the right of 172°-55'-40" with the last described course; thence southwest 439.79 feet along a line which forms an angle to the right of 196°-14'-08" with the last described course; thence southwest 460.89 feet along a line which forms an angle to the right of 175°-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, except therefrom that portion of said tract which has previously been annexed. Said tract contains 44.98 acres, more or less.

Tract 2:

All of Township Road 2100 East lying east of and adjacent to the Easternmost Line of said Tract 1 containing 0.5 acre, more or less, McLean County, Illinois.

EXHIBIT B ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article .11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "city" and DENEEN BROTHERS FARMS, L.L.C. (hereinafter Deneen), RICHARD A. SEARLS, JR., THOMAS J. SEARLS, RICHARD A. SEARLS III, STEPHEN J. SEARLS, AND JOHN D. SEARLS (hereinafter Searls), and EASTLAKE, L.L.C. (hereinafter Eastlake, Owner, or Developer) The Deneen property is described on Exhibit A, the Searls property on Exhibit B, and the Eastlake property on Exhibit C. The parties AGREE AS FOLLOWS:

I. ANNEXATION PETITION. Eastlake, Deneen and Searls, subject to the terms and conditions set forth in this annexation agreement, have petitioned the City of Bloomington, requesting annexation of tracts of land described in Exhibits "A", "B" and "C" (hereinafter referred to as "the tract") to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 11th day of April, 2005, continued to the 26th day of September, 2005.

II. ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington within 30 days from the date of submission of an annexation plat depicting the area to be annexed and all required supporting documentation.

III. ZONING. SKETCH PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.

A. Zoning - Within 30 days of any annexation of all or any portion of the tract, the City agrees to rezone the tract to the zoning classifications set forth on Exhibit D. The public hearing required for such rezonings having been held before the Planning Commission of the City of Bloomington on the 23rd day of March, 2005, continued to the 14th day of September, 2005, after notice required by law and ordinance.

B. Sketch Plan Approval - The City hereby approves a Sketch Plan for the property, a copy of which Sketch Plan is attached hereto and made a part hereof as Exhibit "E".

C. Subdivision Plan Approval - Within 60 days from the submission of one or more Preliminary Subdivision Plans and Final Subdivision Plats in the form and with the content required by the City's Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve Preliminary Subdivision Plans and after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve Final Subdivision Plats, provided such plans and plats are in substantial accordance with the approved Sketch Plan and approved Preliminary Plans. Any Preliminary Subdivision Plan may include less than all the acreage in the tract, provided it contains at least 40 acres.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final subdivision plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A. Streets & Sidewalks

1. Adjacent Roads [Ireland Grove Road, County Highway 28 and 2100 East] Right of Way.

a) Deneen shall dedicate right of way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right of way plats and dedication documents shall be prepared by Developer.

b) Searls shall dedicate right of way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right of way plats and dedication documents shall be prepared by Developer.

c) Eastlake shall dedicate right of way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width and the West ½ of 2100 East as required by the City of Bloomington, but not more than 50 feet in width. Right of way plats and conveyance documents shall be prepared by Developer.

d) City agrees to take jurisdiction over and maintenance responsibility for Ireland Grove Road adjacent to the tract if an inter -governmental agreement between the County and the City defining same is approved by the City, County and State.

e) Developer shall reimburse Old Town Township Road District the local share of recent improvements to a bridge on T. R. 2100 East in an amount not to exceed \$50,000.00 within 30 days from the effective date of this Agreement.

2. Improvement - At the election of the City, and in lieu of any other adjacent street improvement obligation, Developer shall either:

a) Improve Ireland Grove Road from Towanda Barnes easterly 9,300 lineal feet by providing a 4½” asphalt overlay to a width of 22 feet, at a cost not to exceed the total cost of the alternative listed below or in the alternative

b) Eastlake shall provide at final platting of adjacent property, a substandard adjacent roadway guarantee as per City Code. The amount of the guarantee shall be based on \$125.00 per front foot. The bond and guarantee shall be for the frontage of the Eastlake development on Ireland Grove Road (except the Park and Greenway frontage) and on Road 2100 E.

Nothing in this agreement shall be construed as relieving Searls or Deneen from their responsibility to meet the code requirements for adjacent substandard street(s) at such time as they subdivide adjacent property.

3. Interior streets –

a) All interior streets shall be built by Owner to City subdivision code standards. Any oversizing or increased structural strength required by the City over and above what is required to serve this subdivision shall be installed by Eastlake and shall be paid for by the City within 30 days from billing by Eastlake. The Arterial Street at 2000 E shall not allow access from lots fronting thereon and shall have a 45 mph design speed.

b) The Owners may elect to construct one or more entrance gates for residential streets under the following conditions:

1. The street (including gate, pavement, curb, gutter & sidewalk) and storm sewer (including inlets and manholes) on the street thereby affected shall be considered a private street.
2. A viable homeowners association or other responsible agency shall be transferred the maintenance responsibility (including snow removal) for said private street.
3. The City shall be granted access to said private street for maintenance of other utilities such as water and sanitary sewer.
4. Provisions shall be made to grant unimpeded access to said private street for all emergency vehicles and services (such as attachment of a-Knox Box).
5. The City agrees to continue garbage collection on said private street(s) only to the extent there is unimpeded access for the City's collection vehicles and provisions of a hold harmless agreement.
6. The Homeowners Association shall supply the City with a hold harmless agreement.

c) Owner may construct a boulevard street from Ireland Grove Road north on the easterly side of the proposed residential development. The City shall reimburse one-half the cost of said boulevard street, where it is not adjacent to residential development, to Eastlake within 30 days of billing.

d) Owner shall include a grade separated pedestrian crossing under said street described in Paragraph IV A 3 C to facilitate pedestrian traffic, one-half the cost of which shall be reimbursed to Eastlake by the City, within 30 days from billing.

e) The City may allow Developers to construct berms in outlots and signage in street medians. Any signage and berms constructed shall be per code and maintained by the homeowners association, which shall indemnify the City and hold the City harmless.

5. Traffic Impact Analysis - Owner shall prepare and submit a traffic impact analysis for the development. The analysis shall predict the traffic impacts on the interior streets, Ireland Grove Road and 2100 E. The Owner shall prepare an Intersection Design Study for the intersection of the Arterial Street entrance at 2000 E with Ireland Grove Road. If traffic signals are warranted at this location because of traffic generated by the Eastlake development, the Owner shall pay the cost of the signalization, with installation to be made when traffic from the development warrants the installation.

B. Water

1. To the Site: The Developer shall design and construct a water main of a size determined by the City to serve the tract if developed as depicted on the Sketch Plan along Ireland Grove Road from Towanda Barnes Road to the West line of the Eastlake property by Eastlake shall have no requirement to pay a tap on fee to connect to this water main. City shall reimburse Developer the entire cost of this water main within 30 days from billing by Eastlake.

2. Adjacent to the Site: Eastlake shall construct water mains on the adjacent roads South and East of their development of a size to be determined by the City. Where said water mains are adjacent to property to be developed by Eastlake for residential purposes, Developer shall pay for that portion of the cost of a water main of a size sufficient to serve the development. The City shall pay the cost of oversizing the main beyond what is required to serve the development. Where the water main is adjacent to park land or other land not being developed for residential purposes by Eastlake, the City shall reimburse the entire cost of that portion of the main. The City shall make payment within 30 days from billing by Eastlake.

3. Within the Site: Eastlake shall construct water mains within their development to comply with City standards. If the City requests any internal water mains to be larger in diameter than is required to serve the development, the City shall pay the reasonable cost for oversizing after installation and within 30 days from billing by Eastlake.

C. Sanitary Sewer –

1. The City shall design and construct a sanitary sewer pump station and necessary sanitary sewer force mains and sewers of a sufficient size to serve the Development as depicted on the Sketch Plan by July 1, 2007 or such later date as Eastlake may accept.

2. Eastlake shall pay a tap on fee to the City to connect to the City's sanitary sewer pump station, force main and sewer proportional to the capacity of said pump station, force main and sewer used for owner's development, divided by the total capacity of said pump station, force main and sewers on a flow rather than acreage basis. Tap on fees shall be paid at the time of final platting of subdivision additions.

3. Eastlake shall not be required to pay a sanitary sewer tap on fee for land used for park, pump station, Greenway purposes or land not proposed for development by Eastlake.

4. Eastlake shall dedicate reasonable and sufficient land to the City for the construction of a sanitary sewer pump station, if a location study identifies Eastlake property as a preferred location.

5. Eastlake shall construct interceptor sanitary sewers within their development to comply with City standards. If any internal sanitary sewers are to accept flow from future upstream areas, the City's share shall be determined based on the areas served, with Eastlake responsible only for its developed area (exclusive of park, Greenway, and pump station site) and the City reimbursing Eastlake for the costs attributable to all other areas, with payment to be made within 30 days from billing by Eastlake.

6. If a sanitary sewer and pump station is not in place ready to use by January 1, 2007, the City shall permit a temporary "sewer on wheels" at developer's expense until such time as the pump station and force main are accepted.

D. Storm Water Drainage - Detention - Owner agrees to build a detention basin and weir to provide storm water detention at the location depicted on the Sketch Plan of a size and capacity sufficient to serve the property.

1. Owner shall design, obtain necessary permits for and construct a weir and storm water detention basin.

2. The City shall assist in obtaining necessary permits, including signing permit applications as owner of completed weir and storm water detention basin.

3. The City shall accept ownership of and maintain completed weir and storm water detention basin.

4. If this development provides storm water storage in excess of that required by Code for the tract, the City shall participate in the costs of constructing the proposed weir and storm water detention basin. Cost sharing would be based upon the proportionate share of additional volume provided as compared to the total volume and shall include land costs at fair market value. Design and construction shall be by Eastlake. The City's share shall be paid within 30 days from billing by Eastlake.

5. City agrees to use its best efforts to obtain easements and permits allowing appurtenant backup on upstream properties, if necessary.

6. Eastlake shall incorporate into the design of the proposed weir and storm water detention basin sediment entrapment devices and wetland area to improve the water quality in the Kickapoo Creek and to reduce future maintenance costs. These enhancements to the detention basin and Greenway shall be considered a reasonable part of the detention basin/ Greenway construction costs to be shared

with the City if storm water storage capacity in excess of City code requirements is provided.

E. Park Land Dedication –

1. Owner shall dedicate park land to the City as shown on the Sketch Plan, which shall include a 20+ acre park and 10+ acre public access way around the detention basin/Greenway.

2. Owner shall prepare the park and public access way for seeding and seed the land with a seed mixture approved by the City. Owner shall provide erosion protection plantings for the stream restoration area. In the event grant funds are available for seeding, planting and/or preparation work, the City shall apply for those funds and if received, use them for this purpose.

3. If the amount of land dedicated is less than that required by Code, Developer shall pay and City shall accept a fee in lieu. If the amount of land dedicated exceeds that required by Code, Developer shall be allowed a credit against other fees due, based on a land value of \$30,000 per acre.

a) Developer will dedicate a minimum of 300 foot wide greenway for the east branch of Kickapoo Creek and a minimum 250 foot wide greenway for the west branch north to the east west collector. The development shall be designed to maintain the 100 year flood within this greenway.

4. Eastlake shall “rough grade”, within the public access way, for a future pedestrian/bike trail around the proposed greenway in consultation with the City in general conformance with the location shown on the sketch plan. The City shall construct the proposed pedestrian/bike trail at least 10 feet in width. The City shall pay the entire cost of designing and constructing this trail.

V. MODEL HOMES –

A. The City shall allow the construction of up to ten model single family homes and/or zero lot line homes on the premises for presentation and sale purposes, provided water, sewer and a gravel base road surface are installed before construction commences. The location of the model homes may change from time to time and place to place as the Owner desires. Notwithstanding the foregoing, no conveyance of title shall take place of any model home or multiple family structure until a final subdivision plat is of record for the lot on which said model home is located. No certificate of occupancy shall be issued for any model home or multiple family structure until an approved street is in place to provide access to the lot on which said model home is located.

VI. BONDING - The Owner may fulfill the bonding requirements of Chapter 24, Section 3.16 of the City’s Code as it pertains to sureties for uncompleted public improvements for any tract of land by posting a \$250,000.00 revolving commercial surety bond from -an insurance

company reasonably acceptable by the City, a revolving letter of credit on a local financial institution, or a revolving cash escrow. The Owner shall provide a substandard roadway surety in addition to the revolving surety for uncompleted public improvements.

VII. OTHER ANNEXATIONS - The Owner, not later than thirty (30) days after the date of annexation of any portion of the Tract, shall file the necessary petitions to annex the area annexed to the Central Illinois Regional (Bloomington-Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

VIII. APPLICABLE LAW - Except as provided in the agreement, the owner shall in the use and development of the property comply with all then applicable zoning, building and mechanical codes of the City. Except as otherwise provided in this Agreement, the development of the tract during the life of this Agreement shall comply with the subdivision code regulations in effect on the date of this Agreement, not those adopted after the date of this Agreement.

IX. DEFAULT - Prior to the declaration of any default or the initiation of any action to enforce, terminate or seek damages for alleged violation or non-compliance of this agreement, the party asserting the breach, default or non-compliance shall give written notice to the other party specifying the nature of the alleged breach default or non-compliance and provide a reasonable period of time (not less than 30 days) to cure.

X. DURATION - This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

Dated at Bloomington, Illinois, this 21st day of April, 2005.

CITY OF BLOOMINGTON, ILLINOIS, A
MUNICIPAL CORPORATION

By: Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

DENEEN BROTHERS FARMS, LLC

By: David Deneen
Richard A. Searls, Jr.

Thomas J. Searls
Richard A. Searls III
Stephen J. Searls
John D. Searls

EASTLAKE LLC

By: Mercer Turner

(EXHIBIT C EASTLAKE DEVELOPMENT ZONING PLAN ON FILE IN CLERK'S OFFICE)

Alderman Stearns questioned if the original annexation agreement from September 26, 2005 was part of the agreement on this evening's agenda. Todd Greenburg, City Counsel, stated by City ordinance no parcel can be annexed to the City without an annexation agreement. This annexation agreement was a multi-year contract. All the land was not annexed at the time of the agreement. Both the property owner and the City were bound by the agreement.

Alderman Stearns questioned if the annexation agreement would be violated if this ordinance was not approved. David Hales, City Manager, stated the original agreement covered the entire tract. There would be future annexations. Infrastructure was addressed in the agreement.

Alderman Stearns questioned the percentage of lots sold. Mr. Hales offered to obtain the information from the developer. The market was ready to absorb the additional lots.

Alderman Anderson requested clarification on annexation agreements, and petitions for annexations and rezonings. Mr. Greenburg stated that it was rare for entire parcels to be annexed at the same time.

Alderman Huette questioned the two (2) requests subject to the agreement. He also questioned if the annexation could be added to the school.

Alderman Fruin questioned annexations over time based on market and if this agreement would be similar to Fox Creek Country Club Subdivision.

Alderman Stearns questioned the developer's actions if the ordinance was not approved. Mr. Greenburg stated the developer could sue the City for an Order of Mandamus, which would order the City to fulfill its obligations. Mayor Stockton cited the Comprehensive Plan which included annexation agreements. He added such action could effect future obligations.

Alderman Hanson addressed the benefits of expanding the Grove Subdivision eastward. Other sites would be ready for development in twenty to thirty (20 – 30) years. The southeast corridor was the next market area. It was growing as part of the commercial marketplace. This would be more than a leap frog from residential. Mayor Stockton stated there were a number of issues impacted by the original agreement: 1.) the sewer; 2.) the commercial corridor; and 3.) the eastside corridor. There was hope that those projects would come to fruition. The City would have to examine cost to develop property and question the benefits.

Alderman Anderson stated that feasibility studies had not been utilized by the City. He wanted to make the right decision. He questioned the right use of the City's dollars. It was important to establish ground rules. The City did not have the money at this time. He wanted to see continued community growth.

Alderman Sage stated this topic was appropriate as part of the strategic plan. The Council needed to set goals.

Alderman Anderson had not seen the City begin to scrutinize annexation agreements. The Council was the policing power.

Alderman Purcell stated the City was legally bound to the annexation agreement.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Annexation and 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, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed Change Order to the Strategic Source Water Study

RECOMMENDATION: That a Change Order to the Agreement with Whittman Hydro Planning Associates in the amount of \$350,000 for the Strategic Source Water Study project be approved, funding and the Resolution adopted.

BACKGROUND: On August 13, 2007, Council approved the Strategic Source Water Study to be performed by Whittman Hydro Planning Associates at a cost of \$500,682. This interim study was designed to be complimentary to the Regional Water Supply project (at the western edge of

McLean County). It looked at possible actions to enhance that project but also provided options for long term water planning. These options included conservation measures, water reuse projects, water quality projects, water shortage planning, enhancements to the Mackinaw River Pumping Station, and other measures.

To date, this project has resulted in several public meetings, the development of a project website, extensive research into local well records and local geology, the drilling of three (3) test holes in the area of the Evergreen Lake reservoir, one (1) near the Lake Bloomington reservoir spillway, and two (2) test holes southwest of Downs. The project also has a draft drought ordinance developed and a water model has been developed for the local area. The project has approximately \$70,000 left in funding at this time.

The budget for the project was a good faith estimate of the work to be done, the geotechnical work (drilling test holes, production test wells, and monitoring wells) and laboratory costs, would “most likely be highly variable depending upon the initial findings from the field work.” Additional funding is necessary to continue the geotechnical work already in process. As an example of the variability in groundwater exploration, the two (2) wells drilled near Downs were not originally contemplated in the budget. A property owner offered their property as a test hole site at no cost to City for property access, in an area where evidence existed of a possible aquifer. This area turned out to be unacceptable for a groundwater supply well of the size that the City is seeking, but that information could not have been known until the testing was performed.

Additional funding will primarily pay for the test hole drilling in the area southwest of the City. The City has negotiated with one (1) landowner for testing upon their property in addition to testing upon City property which is the site of a future park.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funding for the extension of this project was budgeted in the 2009/10 Water Department’s capital budget in the amount of \$350,000. This funding is in the Water Depreciation account 5020-X50200-72620.

Respectfully submitted for Council consideration.

Prepared by:

Craig M. Cummings
Director of Water

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2009 - 35

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$350,000 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND WHITTMAN HYDRO PLANNING ASSOCIATES FOR THE
STRATEGIC SOURCE WATER STUDY**

WHEREAS, the City of Bloomington has previously entered into a contract with Whittman Hydro Planning Associates for the Strategic Source Water Study; and

WHEREAS, for the reasons set forth in a staff report dated July 13, 2009 it was necessary to perform test hole drilling in the area southwest of the City; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the July 13, 2009 memo was in the best interest of the citizens of the City of Bloomington.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$350,000 in the contract between the City of Bloomington and Whittman Hydro Planning Associates for the Strategic Source Water Study be approved.

ADOPTED this 13th day of July, 2009.

APPROVED this 14th day of July, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

David Hales, City Manager, introduced Craig Cummings, Director of Water. He addressed the Council regarding the Change Order's scope of work, past activities, and increased water supply. Mr. Cummings stated a work session would be held in the fall. There was an ongoing effort to bridge to a long term groundwater supply from the Mahomet Aquifer. There was a large cost associated with same. Interim supply issues were: 1.) plant capacity; 2.) conservation; and 3.) rates. He hoped to see treated groundwater mixed with surface water. There was continued work with pump testing in the southwest. To date, there have been two (2) issues from a supply standpoint. The north area groundwater supply needed to be examined for quality due to limited quantity.

The southwest area needed to be examined for quantity. There were six (6) sites tested. The aquifer near Fox Creek Grade School looked promising. Several millions gallons of water were produced each day. He was asking for additional funding for a test well. There were two (2) additional testing sites near the Village of Downs. A viable option had been ruled out. Funding was needed to continue work. The impact needed to be determined. The aquifer was close to existing infrastructure. The water would be treated before being added to the distribution field. That aquifer could provide water needs for the next twenty to thirty (20 – 30) years.

Mayor Stockton questioned the impact on the Town of Normal's wells. Mr. Cummings did not foresee any impact. Mayor Stockton questioned the water drawn and how it was treated. Mr. Cummings stated the costs of both scenarios needed to be examined to determine which was more cost effective. The options were to determine if there would be a well site with multiple wells or a central location with one (1) large well. All the questions had not been answered. The key issues were how much water the aquifer held and what the impacts would be. He was looking for minimal impact and maximum output from the aquifer.

Alderman Huette clarified that the study would provide benefits to the City and quality water with minimal impact to other wells.

Alderman Anderson questioned how long before useable water was available. Mr. Cummings stated it was up to the Council. The question was how much supply the City had. The numbers were constantly changing based upon the conditions. Two (2) years would pass quickly. It would develop as time dictated. Mr. Hales stated that water conservation played a significant role. He had not seen a significant initiative by the City to conserve water. It would be a big component for future water supply. Mayor Stockton stated the issue was as much about quality as quantity. Mr. Cummings stated conservation rates were examined a few years prior. The Midwest was water rich. The City had peak uses. The treatment plant was considered the first (1st) user.

Mayor Stockton questioned if the system would be integrated. Mr. Cummings stated options were being examined. The interstate was a natural barrier. Costs were being examined. The Mahomet Aquifer was an integrated system.

Alderman Anderson questioned the cost and the money owed by the City. Mr. Cummings noted that the reserve fund was building each month. The goal was \$3 million. The project's expense was budgeted. It was a cash flow issue. Mayor Stockton stated the City was not abandoning the Mahomet Aquifer solution. It would be an expensive solution. Mr. Cummings stated that building a reserve was necessary for this large and expensive project. The average usage was eleven (11) million gallons per day. The plant capacity was twenty-two (22) million gallons per day.

Alderman Purcell questioned what the City would receive for the \$350,000. He noted a study which claimed that the Mahomet Aquifer was Champaign's only water source. Mr. Cummings stated the Aquifer study had examined the projected demands and

what the supply was. There was a need for additional information. The Aquifer was a finite resource.

Alderman Purcell questioned tapping the Illinois River. Mr. Cummings noted the distance was double that to the Aquifer. There were a host of issues associated with miles of pipeline. All options were being examined. Money would be used to drill a test well and perform a pump test. The test well would be ready in four to six (4 – 6) weeks and the pump test within seven to ten (7 – 10) days from the well's completion. There would also be additional observation wells. Reports detailing results would be provided.

Alderman Sage expressed his appreciation for the work done by Mr. Cummings and his team. The 20th anniversary of the last drought was approaching. Mr. Cummings had done well in preparing for the next drought. Mr. Cummings stated there were a number of water authorities. Intergovernmental agreements were being looked into. The Mahomet Aquifer would address the City's water needs long term.

Alderman Hanson questioned opportunities for the public to provide input on this project. Mr. Cummings stated meetings had been held. Another meeting would be scheduled prior to the pump test.

Alderman Sage had attended the meeting held at the Den at Fox Creek Golf Course. Mr. Cummings had done a good job answering the public's questions. Citizens with questions should contact Mr. Cummings. There were scientific questions which required scientific answers. There was more information today than there was eleven (11) months ago. The next meeting would take place prior to pump test. It would be scheduled in the next three to four (3 -4) weeks. A mailing list was ready. The information would be sent out when details were finalized.

Alderman Purcell noted that this project had been discussed for along time. He had been looking for answers. Things were moving along well.

Motion by Alderman Hanson, seconded by Alderman Purcell that a Change Order to the Agreement with Whittman Hydro Planning Associates in the amount of \$350,000 for the Strategic Source Water Study project be approved, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

MAYORS' DISCUSSION: None.

CITY MANAGERS' DISCUSSION: David Hales, City Manager, introduced Katie Buydos, Executive Assistant.

ALDERMENS' DISCUSSION: Alderman Stearns questioned an update on the pot hole strategy. David Hales, City Manager, stated crews had been working down a list of temporary pot hole patches. An update would be provided at the July 27, 2009 meeting. The presentation would include the status of both permanent and temporary repairs.

Alderman Stearns had received many comments regarding the City of Decatur's noise ordinance specifically concerning vehicles. Mr. Hales informed the Council that they would receive an update in the near future. The Police Department was gathering information. There would be a review and discussion during the July 27, 2009 meeting.

Alderman Stearns stated vehicle noise was an intrusion on peace and impacted quality of life. The problem was real and had not improved. Mayor Stockton stated the major difference between the City and Decatur was the severity of penalty. There were a number of issues related to locating the mobile noise.

Alderman Purcell was looking forward to the Council's retreat and requested an update. He also questioned the traffic signals at the intersection of Emerson and Center. The light's support post was located in the middle of the sidewalk and requested action be taken. Mr. Hales stated staff would research the issue and report back to the Council.

Alderman Fruin addressed an article given to him by Alderman Purcell regarding the cities of Decatur and Peoria. The article addressed budget deficits and solutions across the board. Mayor Stockton believed the City was ahead of the curve.

Alderman Fruin questioned the update regarding the Bloomington Normal Water Reclamation District's pending issues. He wanted to see them resolved. Mr. Hales noted that there would be a presentation on inflow and infiltration during the July 27, 2009 meeting.

Alderman Sage acknowledged that good communication had occurred in the past couple of weeks. There had been exceptional feedback regarding the Solid Waste Program. Communication was a step toward proactive and involved citizens. He also mentioned the cricket league and John Kennedy, Director – Parks, Recreation and Cultural Art, efforts regarding same. He noted the Water Department's efforts towards answering why and when questions. He was thankful for a proactive community and the diligence and commitment of staff. Mayor Stockton believed that a comments section should be added to the City's web site to engage the public. It gave a sense of City policy at work.

Alderman McDade added the web site was a good idea and that it could not be over used. She thanked staff for the 4th of July celebration. She acknowledged several departments and thanked them for their summer programs. She reminded the Council that the Bloomington Extreme, (indoor arena football) had made it to the playoffs. They

would be playing Saturday night, July 18, 2009. She was looking forward to the Council's strategic planning retreat and budget discussions.

Motion by Alderman Anderson, seconded by Alderman Purcell, that the meeting be adjourned. Time: 9:15 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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