

**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, February 23, 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, Allen Gibson, David Sage, John Hanson, Jim Finnegan, 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 October 9, 2006 and Work Session Minutes of February 9, 2009

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of October 9, 2006 and Work Session Minutes of February 9, 2009 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of October 9, 2006 and Work Session Minutes of February 9, 2009 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 Gibson, seconded by Alderman Huette that the reading of the minutes of the previous Council Meeting of October 9, 2006 and Budget Work Session Minutes of February 9, 2009 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, Finnegan, Gibson, 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 on Friday, February 20, 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:

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette 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, Finnegan, Gibson, 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 items previously approved by the City Council with the exception of Payment 4.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: As follows:

1. The ninth partial payment to Peace Meal in the amount of \$625 on a contract amount of \$7,500 of which \$5,625 will have been paid to date for work certified as 75% complete for the John M. Scott Home Delivered Meals. Completion date – April 2009.
2. The ninth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$18,738 will have been paid to date for work certified as 75% complete for the Peace Meal. Completion date – May 2009.
3. The thirtieth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666.66 on a contract amount of \$400,000 of which \$199,999.80 will have been paid to date for work certified as 50% complete for the McLean County Economic Development. Completion date – August 2011.
4. The first partial payment to Airport Authority in the amount of \$50,000 on a contract amount of \$200,000 of which \$50,000 will have been paid to date for work certified as 25% complete for the Airport Authority's Small Community Air Service Development Matching Grant. This is a non-budgeted payment. Completion date – March 2010.
5. The eighth and final payment to Rowe Construction in the amount of \$10,695 on a contract amount of \$2,435,117.50 of which \$2,435,117.50 will have been paid to date for work certified as 100% complete for the 2008-2009 General Resurfacing. Completion date – October 2008.
6. The twelfth and final payment to Stark Excavating, Inc. in the amount of \$43,887.81 on a contract amount of \$1,226,887.81 of which \$1,226,887.81 will have been paid to date for work certified as 100% complete for the Towanda Avenue – Rowe to Orleans. Completion date – September 2008.

7. The thirty-fourth partial payment to Farnsworth Group in the amount of \$1,636.19 on a contract amount of \$384,300 of which \$382,726.06 will have been paid to date for work certified as 99% complete for the Kickapoo Force Main Design – Property Surveys and Brokaw Road Surveys. Completion date – February 2009.
8. The thirteenth partial payment to Village of Downs in the amount of \$45,187.67 on a contract amount of \$435,000 of which \$349,657.54 will have been paid to date for work certified as 80% complete for the Downs/COB Sewerage Improvements Project. Completion date – September 2009.
9. The eighth partial payment to The Pantagraph in the amount of \$4,301.32 on a contract amount of \$40,097.92 of which \$36,812.88 will have been paid to date for work certified as 92% complete for 2008 – 2009 Seasonal Advertising Services. Completion date – April 2009.

Respectfully submitted for Council consideration.

Prepared and recommended by:

David A. Hales
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette that the payments be approved.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

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

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

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

The Audit of these accounts took place on Monday, February 23, 2009 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette that the audit of the bills and payroll for the month of January, 2009 be made a matter of record.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Report

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

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

1. Monthly Receipt & Expenditure Report, January, 2009.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order to Contract with Stark Excavating, Inc. for Water Main Construction Project on Miller Street Between Oak and Low Streets

RECOMMENDATION: That the Change Order in the amount of \$19,396.50 be approved and the Resolution adopted.

BACKGROUND: In the summer of 2008, a water main installation project was initiated to construct a water main in a two (2) block stretch of Miller Street where a water main had never before existed. This project was the result of customer complaints of low water pressure due to several homes being served by substandard private water services instead of a properly-sized, public water main with properly-sized water services attached to the water main. The water main was designed using an alignment to avoid the existing storm sewers along Miller Street. This alignment was along the south side of Miller Street, in the street. The Water Department approved this design alignment based upon the best information that was available for this area.

Once construction started, the storm sewers were found to be configured differently than anticipated and there were conflicting crossings with catch basins that would have required either realigning the water main or tearing out the catch basins and any other storm sewer conflicts and replacing those pipes with potable water grade materials to avoid sanitary conflicts. A quick cost analysis was completed and it was determined that the least expensive solution was to realign the water main under the sidewalk on the south side of the street. Although this new alignment avoided the previously unknown sanitary conflicts and resulted in some cost savings for not

having to repair the street, the overall result was higher net costs for restoration of the sidewalks, driveways, and parkways.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This change order will require the payment of an additional \$19,396.50 from the Water Department depreciation fund, X50200-72540. That fund has a positive balance and the Water Department has, in fact, delayed several 2009 capital projects due to efforts to reduce expenses in the Water Departments FY 2008/09 budget. This change order will have little impact on the Water Department's overall budget.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Craig M. Cummings
Director of Water

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2009 - 15

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$19,396.50 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND, STARK EXCAVATING, INC.
FOR MILLER STREET WATER MAIN**

WHEREAS, the City of Bloomington has previously entered into a contract with Stark Excavating, Inc., for the Miller Street water main; and

WHEREAS, for the reasons set forth in a staff report dated February 23, 2009 it was necessary to realign the Miller Street water main; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the February 23, 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 \$19,396.50 in the contract between the City of Bloomington and Stark Excavating, Inc. for the Miller Street water main be approved.

ADOPTED this 23rd day of February, 2009.

APPROVED this 24th day of February, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Huette that the Change Order in the amount of \$19,396.50 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

Subject: Application of Baxter's Bar & Grill, LLC, d/b/a Baxter's American Grill, located at 3212 Empire St., for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION: Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for Baxter's Bar & Grill, LLC, d/b/a Baxter's American Grill, located at 3212 Empire St., be created, contingent upon compliance with all applicable health and safety codes.

BACKGROUND: The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of Baxter's Bar & Grill, LLC, d/b/a Baxter's American Grill,

located at 3212 E. Empire St., requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Tracey Covert, City Clerk; and Larry Hundman, owner/operator and Cameron Brooks, Bar Manager, Applicant representatives, and Andrew Killian, Applicant's attorney.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present the business plan. Larry Hundman, owner/operator and Applicant representative, addressed the Commission. He introduced Cameron Brooks, Bar Manager, and Andrew Killian, attorney who were also present at the hearing. He thanked the City for the interim license which saved an estimated fifty (50) jobs. J Bucks was not financially able to make it and closed the business. He believed that this was his first time to appear before the Commission as an applicant. He and his brother, Mike Hundman, would own the restaurant business. There were two (2) additional partners involved with the Holiday Inn. Mike Hartman would serve as the restaurant's manager. A consultant had been hired to review all policies and procedures.

Commissioner Stockton arrived at 4:21 p.m.

The restaurant's appearance would remain the same. The only exception was that all of the J Buck pictures had been removed. Mr. Hundman added that the business name had been changed from J Buck's to Baxter's. All of the J Buck signage had been removed.

Andrew Killian, Applicant's attorney, requested that the premise include the hotel. He added that J Buck's liquor license had included the hotel site.

Commissioner Petersen questioned live entertainment. Mr. Hundman stated that there was no intention to offer it. Commissioner Petersen noted the earlier closing hour, (midnight). Mr. Hundman responded affirmatively.

Commissioner Stockton expressed the Commission interest in any change to the character of the business. He questioned if Mr. Hundman held any interest in Hayashi located at 7 Currency Dr. Mr. Hundman informed the Commission that he owned the building but held no interest in the restaurant.

Commissioner Clapp questioned if there would be any differences between the two (2) restaurants. Mr. Hundman stated that there would be minor menu changes. He restated that a consultant had been hired, Russ Ivy, who had operated twenty-five (25) Ruby Tuesday restaurants. Commissioner Clapp questioned the outdoor patio. Mr. Hundman stated that there were small speakers on the patio which were on the same system as the restaurant. The closest residential housing was over 800 feet away.

Commissioner Petersen questioned if there were other hotel properties with liquor licenses. Hannah Eisner, Deputy Corporation Counsel, responded affirmatively. Commissioner Buchanan added that this request was not unusual. Mr. Hundman noted that room service was not a big item. The hotel banquet area saw the largest percentage of liquor sales.

Cameron Brooks, Bar Manager, addressed the Commission. The restaurant staff requests identification from the individual when providing room service. Commissioner Petersen cited his expectation that the majority of hotel's clientele was either business or family. Mr. Brooks responded affirmatively.

Commissioner Stockton noted that the Applicant needed to acknowledge the responsibility for a liquor license which covered the entire premise. Mr. Hundman questioned if the hotel would be responsible for an individual who brings liquor into the hotel. Commissioner Stockton responded affirmatively. He cited prom night parties as an example.

Mr. Hundman restated his appreciation to the City for its efforts which allowed him to keep the restaurant open. Commissioner Buchanan noted that the City was pleased that the restaurant remained open and operating.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. Due to the fact that this Application was for an address with a current liquor license, adjacent properties were also mailed a courtesy copy of the Public Notice in accordance with City Code. In addition, the Agenda for the February 10, 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: The Application will replace the liquor license which was held by WAG Restaurants LLC, d/b/a J Buck's Restaurant. This license has been held since September 2007.

Respectfully submitted for Council consideration.

Prepared and recommended by:

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Gibson, seconded by Alderman Huette that an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week for Baxter's Bar & Grill, LLC d/b/a Baxter's American Grill, located at 3212 E. Empire St. be created contingent upon compliance with all applicable health and safety codes

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 35, Section 30

RECOMMENDATION: Recommend Council approve increasing fingerprinting fees from \$5 to \$10.

BACKGROUND: Due to extensive requests for public fingerprinting, the Police Department requests permission to raise the fee charged for this service to offset the administrative costs of provide this service. The Police Department averages 550 fingerprints per year (10 per week). The average time it takes an officer to complete the fingerprinting an individual is ten (10) minutes. Each time a request is received; normal work activities must cease to comply with the request. The Police Department currently charges \$5.00 for fingerprinting. The Police Department recommends that the fee be increased to \$10 for each fingerprint card requested. The \$10.00 fee is a better representation of the actual costs involved in complying with the requests for services. This fee was established in 1984.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This change would double in the fee revenue for this service from an estimate \$2,750 to \$5,500.

Respectfully submitted for Council consideration.

Prepared by:

Interim Chief Randall McKinley
Police Department

Reviewed as to legal sufficiency:

Todd Greenburg
Corporation Counsel

Recommended by:

David Hales
City Manager

ORDINANCE NO. 2009 – 06

AN ORDINANCE AMENDING CHAPTER 35, ARTICLE I SECTION 30

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

SECTION ONE: That Chapter 30 (Police Department), Article I (Composition Officers of City), Section 30, (Fingerprint Request), of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

SECTION 30 FINGERPRINT REQUESTS.

The Bloomington Police Department will in the manner provided in this Section honor requests from persons to be fingerprinted and to have fingerprint cards prepared for them. Such requests will be honored Monday – Friday, 7:00 a.m. – 3:00 p.m. A fee shall be charged in the amount of ~~\$5.00~~ \$10.00 per ~~person fingerprinted~~ fingerprint card. The Chief of Police is authorized to waive this fee with respect to cards prepared at the request of law enforcement agency, private security agency or military organization of the United States or State of Illinois.

SECTION TWO: That except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

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

SECTION FOUR: That this ordinance shall take effect ten (10) days after publication in pamphlet form.

SECTION FIVE: That this ordinance is adopted pursuant to Home Rule Authority granted by the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

PASSED this 23rd day of February, 2009.

APPROVED this 24th day of February, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell questioned this item. Randy McKinley, Interim Chief of Police, addressed the Council. There were various reasons for this increase. The Police Department estimated they performed five hundred and fifty (550) fingerprints per year. These included criminal background checks for employers and churches. This fee increase would balance the cost to the department. The last fee increase had been in 1985.

The department also fingerprinted children at Eastland Mall free of charge once per year. Alderman Finnegan questioned if the children's pictures were taken as well. Interim Chief McKinley stated a DNA kit was provided to parents. It was the parents' decision to include pictures.

Motion by Alderman Gibson, seconded by Alderman Huette that the Text Amendment 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 8, Block 4 of Camp Kickapoo from Hugh Flanagan and Ellen Flanagan to Ellen Flanagan

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

BACKGROUND: Normally, septic system inspection would accompany the Lake Lease Transfer paperwork. However, due to the time of year, a full septic system inspection is difficult to complete. Therefore, staff has spoken with the petitioner and the petitioner has been informed that a septic system inspection must be completed by May 1, 2009. Staff will ensure that this evaluation is completed by the deadline and any deficiencies noted in the evaluation will be corrected immediately.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The Flanagan's signed their existing Lake Lease in 1998. They are currently paying the maximum rate, (.40 per \$100 of EAV). This transfer will be revenue neutral. This lake lease income will be posted to Lake Lease revenue account 5010-50100-50110-57590.

Respectfully submitted for Council consideration.

Prepared by:

Craig M. Cummings
Director of Water

Reviewed as to legal sufficiency:

Hannah Eisner
Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette that the Lake Lease 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by the City of Bloomington, McLean County, Illinois, a Municipal Corporation, Eastlake L.L.C., an Illinois Limited Liability Company, and Community Unit School District No. 5, McLean and Woodford Counties, Illinois, Requesting Annexation and Rezoning of a 97.41 Acre Tract within the Grove at Kickapoo Creek

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

BACKGROUND: On September 26, 2005, Council approved an annexation agreement with the City of Bloomington, Deneen Bros. Farms L.L.C., Richard A. Searls Jr., Thomas J. Searls, Richard A. Searls III, Stephen J. Searls, John D. Searls, and Eastlake L.L.C. for the western portion of tract 1, which includes the City Park and future single family lots. On November 24, 2008, Council approved an annexation agreement for the eastern portion of tract 1, which includes the future site of Unit School District No. 5's Benjamin School, a possible day care facility, and future single family attached lots. The proposed annexation and rezoning is in accordance with both agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: All of the required public hearings on the two (2) Annexation Agreements were held by the Planning Commission and City Council in September of 2005, and in November of 2008.

FINANCIAL IMPACT: The future City Park and future school site will not generate any property tax revenue for the City. The future single family homes, single family attached homes, and day care facility 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:

Douglas G. Grovesteen
Director of Engineering

Hannah Eisner
Deputy 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, the City of Bloomington, McLean County, Illinois, a Municipal Corporation (hereinafter referred to as "City"), Eastlake, L.L.C., an Illinois Limited Liability Company (hereinafter referred to as "Eastlake") and Community Unit School District No. Five, McLean and Woodford Counties, Illinois (hereinafter referred to as "Unit 5"), hereinafter referred to as your Petitioners, respectfully representing and requesting as follows:

1. That your Petitioners are the owners 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 on or about December 28, 2007, Eastlake donated a portion of the premises to the City by Warranty Deed recorded with the McLean County Recorder of Deeds on April 7,

2008, as Document Number 2008-9415, and that portion of the premises is legally described in Exhibit B attached hereto and made a part hereof by this reference.

3. That the premises presently has a zoning classification of Agricultural District (“A”) under the provisions of the McLean County Zoning Ordinance.
4. That the premises is the subject of two separate and distinct Annexation Agreements by and between the City and the Petitioners.
5. That the first of said Annexation Agreements is dated April 21, 2005, and 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 and that Annexation Agreement provides that the premises will include “R-1B” Residence District and “S-2” Public Lands and Institutions District zoning under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended.
6. That the second of said Annexation Agreements is dated November 24, 2008, and is by and between the City and Eastlake and Unit 5 and that Annexation Agreement provides that the premises will include “R-2” Residence District and “S-2” Public Lands and Institutions District zoning under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended.
7. That the zoning as set forth in said Annexation Agreements is illustrated in The Grove Subdivision Zoning Plat prepared by the Farnsworth Group and attached hereto and incorporated herein as Exhibit C.
8. That the Grove on Kickapoo Creek Subdivision Phase 2 Annexation Plat prepared by the Farnsworth Group on December 3, 2008, is attached hereto and incorporated herein as Exhibit D.
9. That your Petitioners hereby request 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 Agreements.

Wherefore, your Petitioners respectfully pray 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 Agreements.

Respectfully submitted,

Eastlake, L.L.C.

City of Bloomington, McLean County, Illinois,
a Municipal Corporation

William C. Doud
Member

J. Todd Greenburg
Corporation Counsel

Community Unit School District No.
Five, McLean and Woodford Counties,
Illinois

Dr. Gary Niehaus
Superintendent

EXHIBIT A

Tract 1:

A part of the Southeast Quarter and a part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Southeast Quarter. From said Point of Beginning, thence north 887.10 feet along the East Line of said Southeast Quarter to the Southeast Corner of a tract of land conveyed per Quit-claim Deeds recorded December 7, 2005 as Document Numbers 2005-36869 and 2005-36870 in the McLean County Recorder's Office; thence west 605.00 feet along the South Line of the tract conveyed per said Documents which forms an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner thereof; thence north 570.08 feet along the West Line of said tract which forms an angle to the right of 270°-00'-00" with the last described course; thence west 860.72 feet along a line which forms an angle to the right of 91°-00'-59" with the last described course to a point of curve; thence southwesterly 279.29 feet along the arc of said curve concave to the southeast with a radius of 180.00 feet and the 252.10 foot chord of said arc forms an angle to the right of 135°-33'-01" with the last described course; thence west 150.00 feet along a line which forms an angle to the right of 225°-33'-23" with the last described chord; thence north 8.04 feet along a line which forms an angle to the right of 270°-41'-40" with the last described course; thence west 210.00 feet along a line which forms an angle to the right of 90°-41'-52" with the last described course; thence southeasterly 619.57 feet along the arc of a curve concave to the northeast with a radius of 540.00 feet and the 586.14 foot chord of said arc forms an angle to the right of 57°-07'-51" with the last described course; thence southwest 60.08 feet along a line which forms an angle to the right of 233°-56'-46" with the last described chord; thence northwesterly 163.40 feet along the 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 280°-40'-04" with the last described course; thence northwest 640.71 feet along a line which forms an angle to the right of 179°-19'-56" with the last described chord to a point of curve; thence northwest, west and southwest 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 135°-00'-00" with the last described course to a point of tangency; thence southwest 160.00 feet along a line which forms an angle to the right of 135°-00'-00" with the last described chord to a point of curve; thence southwesterly 101.30 feet along the arc of said 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 168°-09'-20" with the last described course; thence northwest 775.24 feet along a line which forms an angle to the right of 258°-09'-20" with the last described chord to a point on a line lying 345.23 feet normally distant east of the West Line of the East Half of the Southwest Quarter of said Section 9; thence south 1,013.50 feet along a line which is parallel with said West Line and which forms an angle to the right of 78°-49'-46" with the last described course to the South Line of said Southwest Quarter; thence east 974.61 feet along said South Line which forms an angle to the right of 91°-15'-15" with the last described course to Southwest Corner of the Southeast Quarter of said Section 9; thence east 2,658.88 feet along the South Line of said Southeast Quarter which forms an angle to the right of 180°-01'-46" with the last described course to the Point of Beginning, containing 94.91 acres, more or less.

Tract 2:

All that portion of Township Road 2100 East lying east of and adjacent to the East Line of said Tract 1. Said Tract 2 is bounded on the north by the Easterly Extension of the North Line of said Tract 1 and is bounded on the south by the Easterly Extension of the South Line of said Tract 1. Said Tract 2 contains 0.5 acre, more or less.

Tract 3:

All that portion of County Highway 28 (Ireland Grove Road/1200 North Road) lying south of and adjacent to the South Lines of said Tracts 1 and 2. Said Tract 3 is bounded on the west by the Southerly Extension of the West Line of said Tract 1 and is bounded on the east by the Southerly Extension of the East Line of said Tract 2. Said Tract 3 contains 2.0 acres, more or less.

ORDINANCE NO. 2009 - 07

**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 Grove on Kickapoo Creek Subdivision Phase 2 Annexation Plat prepared by the Farnsworth Group on December 3, 2008, and legally described in Exhibit A attached hereto and incorporated herein is the subject of the two separate and distinct Annexation Agreements 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, the City of Bloomington entered a certain Annexation Agreement dated November 24, 2008, which is by and between the City and Eastlake LLC. and Community Unit School District No. Five, Mclean and Woodford Counties, Illinois, and said Annexation Agreement is attached hereto and incorporated herein as Exhibit C;

WHEREAS, said Annexation Agreements provide 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 Agreements;

WHEREAS, the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreements are 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 Agreements 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 Agreements 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 (“R-1B”) Residence District, (“R-2”) Residence District, and (“S-2”) Public Lands and Institutions District in accordance with the Annexation Agreements 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 23rd day of February, 2009.

APPROVED this 24th day of February, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

R-1B ZONING TRACT

A part of the Southeast Quarter a part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Southeast Corner of said Southeast Quarter; thence north 887.10 feet along the East Line of said Southeast Quarter to the Southeast Corner of a tract

of land conveyed per Quit-claim Deeds recorded December 7, 2005 as Document Numbers 2005-36869 and 2005-36870 in the McLean County Recorder's Office; thence west 605.00 feet along the South Line of the tract conveyed per said Documents which forms an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner thereof and the Point of Beginning of the herein described tract; thence north 570.08 feet along the West Line of said tract which forms an angle to the right of 270°-00'-00" with the last described course; thence west 860.72 feet along a line which forms an angle to the right of 91°-00'-59" with the last described course to a point of curve; thence southwesterly 279.29 feet along the arc of said curve concave to the southeast with a radius of 180.00 feet and the 252.10 foot chord of said arc forms an angle to the right of 135°-33'-01" with the last described course; thence west 150.00 feet along a line which forms an angle to the right of 225°-33'-23" with the last described chord; thence north 8.04 feet along a line which forms an angle to the right of 270°-41'-40" with the last described course; thence west 210.00 feet along a line which forms an angle to the right of 90°-41'-52" with the last described course; thence southeasterly 619.57 feet along the arc of a curve concave to the northeast with a radius of 540.00 feet and the 586.14 foot chord of said arc forms an angle to the right of 57°-07'-51" with the last described course; thence southwest 60.08 feet along a line which forms an angle to the right of 233°-56'-46" with the last described chord; thence northwesterly 163.40 feet along the 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 280°-40'-04" with the last described course; thence northwest 640.71 feet along a line which forms an angle to the right of 179°-19'-56" with the last described chord to a point of curve; thence northwest, west and southwest 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 135°-00'-00" with the last described course to a point of tangency; thence southwest 160.00 feet along a line which forms an angle to the right of 135°-00'-00" with the last described chord to a point of curve; thence southwest, south and southeast 384.85 feet along the arc of said curve concave to the east with a radius of 245.00 feet and the 346.48 foot chord of said arc forms an angle to the right of 135°-00'-00" with the last described course; thence southeast 230.00 feet along a line which forms an angle to the right of 135°-00'-00" with the last described chord to a point of curve; thence southeast, east and northeast 384.85 feet along the arc of said curve concave to the north with a radius of 245.00 feet and the 346.48 foot chord of said arc forms an angle to the right of 135°-00'-00" with the last described course; thence northeast 45.00 feet along a line which forms an angle to the right of 135°-00'-00" with the last described chord to a point; thence southeast 396.42 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to a point of curve; thence southeast, east and northeast 305.43 feet along the arc of said curve concave to the north with a radius of 175.00 feet and the 268.12 foot chord of said arc forms an angle to the right of 130°-00'-00" with the last described course; thence northeast 218.98 feet along a line which forms an angle to the right of 130°-00'-00" with the last described chord to a point; thence northwest 152.80 feet along the arc of a curve concave to the north with a radius of 600.00 feet and the 152.39 foot chord of said arc forms an angle to the right of 79°-50'-18" with the last described course; thence northeast 60.08 feet along a line which forms an angle to the right of 280°-09'-42" with the last described chord to a point; thence southeast 192.18 feet along the arc of said curve concave to the north with a radius of 540.00 feet and the 191.17 foot chord of said arc forms an angle to the right of 256°-37'-11" with the last described course; thence east 62.41 feet along a line which forms an angle to the right of 169°-48'-16" with the last described chord to a point; thence north 30.00 feet along a line which forms

an angle to the right of 90°-00'-00" with the last described course to a point; thence east 810.55 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to a point; thence north 120.02 feet along a line which forms an angle to the right of 88°-59'-01" with the last described course to the Point of Beginning containing 34.27 acres, more or less.

R-2 ZONING TRACT

A part of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Southeast Corner of said Southeast Quarter; thence north 287.10 feet along the East Line of said Southeast Quarter to the Point of Beginning of the herein described tract; thence north 600.00 feet along the East Line of said Southeast Quarter to Southeast Corner of a tract of land conveyed per Quit-claim Deeds recorded December 7, 2005 as Document Numbers 2005-36869 and 2005-36870 in the McLean County Recorder's Office; thence west 494.04 feet along the South Line of the tract conveyed per said Documents which forms an angle to the right of 90°-00'-00" with the last described course; thence south 878.34 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to a point on the South Line of said Southeast Quarter; thence east 231.07 feet along said South Line which forms an angle to the right of 91°-00'-59" with the last described course; thence departing said South Line north 282.43 feet along a line which forms an angle to the right of 88°-59'-01" with the last described course; thence east 263.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning, containing 8.29 acres, more or less.

S-2 ZONING-EASTERN TRACT

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: Beginning at the Southeast Corner of said Southeast Quarter. From said Point of Beginning, thence north 287.10 feet along the East Line of said Southeast Quarter; thence west 263.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence south 282.43 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to a point on the South Line of said Southeast Quarter; thence east 263.04 feet along said South Line which forms an angle to the right of 91°-00'-59" with the last described course to the Point of Beginning, containing 1.72 acres, more or less.

EXHIBIT B

ANNEXATION AGREEMENT

Grove 1

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 intergovernmental 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 streets 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 - 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

Deneen Brothers Farms, LLC

Stephen F. Stockton, Mayor

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

ATTEST:

Tracey Covert, City Clerk

Eastlake, LLC

Mercer Turner, Attorney

List of Exhibits

Exhibit A	Deneen
Exhibit B	Searls
Exhibit C	Eastlake
Exhibit D	Zoning description
Exhibit E	Sketch Plan
Exhibit F	Deneen Right of way Dedication
Exhibit G	Searls Right of way Dedication

Exhibit A

Deneen Tract

Part of Northwest Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at Northwest Corner of said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along West Line of said Northwest Quarter; thence east 1292.14 feet along a line 300.00 feet normally distant south of and parallel with North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on East Line of said Northwest Quarter lying 948.50 feet south of Northeast Corner thereof; thence north 948.5 feet along said East Line to Northeast Corner thereof; thence west along North Line of said Northwest Quarter to Point of Beginning, excepting there from, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

Exhibit B

Searls Tract

North 300 Feet of Northeast Quarter of Section 17 and South 948-53 Feet of North 1,248.53 Feet of West 300 Feet of Northeast Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois.

Exhibit C

Bittner, Mecherle, Benjamin & Rudesill Tracts

South 1,100 Feet of West 1,400 Feet of Northwest Quarter of Section 9; also, a tract of land being approximately 35 acres in South half of Northeast Quarter of Section 9, said tract of land being trapezoidal in shape, approximately 600 feet in length on the north side, approximately 1,800 feet in length on the south side and the East Line of said tract being the East Line of South Half of said Northeast Quarter; also, South Half of Section 9 except 10 acres around and including Tax Parcel No. 22-09-400-002; and also, East Half of Southeast Quarter of Section 8, all being in Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois.

Exhibits D and E on file in the City Clerk's Office

Exhibit F

Deneen Road Dedication for Annexation Agreement

All that part of the following described property lying within a strip of land 50 feet in width located south of adjacent to the North Line of the Northwest Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian except there from, any portion of said 50 foot strip which has previously been dedicated. Said property is described as:

A part of the Northwest Quarter of Section 17, 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 said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along the West Line of said Northwest Quarter; thence east 1292.13 feet along a line 300.00 feet normally distant south of parallel with the North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on the East Line of said Northwest Quarter lying 948.50 feet south of the Northeast Corner thereof; thence north 948.5 feet along said East Line to the Northeast Corner thereof; thence west along the North Line of said Northwest Quarter to the Point of Beginning, excepting there from, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

Exhibit G

Searls Road Dedication for Annexation Agreement

The North 50 Feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

EXHIBIT C

ANNEXATION AGREEMENT

Grove 2

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, Illinois, 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 Eastlake, L.L.C., an Illinois Limited Liability Company (hereinafter referred to as "Eastlake") and Community Unit School District No. Five, McLean and Woodford Counties, Illinois (hereinafter referred to as "Unit 5"), agree as follows:

I. Annexation Petition. Eastlake and Unit 5 are the owners of the tracts of land described in Exhibit B (hereinafter referred to as "the tract"). Eastlake and Unit 5, subject to the terms and conditions set forth in this Annexation Agreement, shall petition the City requesting annexation of the tract to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such 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 24th day of November, 2008.

II. Annexation. The County agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington, Illinois, 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 A. The public hearing required for such rezoning having been held before the Planning Commission of the City of Bloomington, Illinois, on the 12th day of November, 2008, after notice required by law and ordinance.

B. Sketch Plan Approval. The City hereby approves a Sketch Plan for the tract. A copy of the Sketch Plan is attached hereto as Exhibit A.

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 Eastlake and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve the Final Subdivision Plats, provided such plats are in substantial accordance with the approved Sketch Plan and approved Preliminary Plans.

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 and 2100 East) Right of way

a. Eastlake and Unit 5 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 Eastlake.

b. City agrees to take jurisdiction over and maintenance responsibility for Ireland Grove Road and 2100 East adjacent to the tract.

2. Improvement. At the election of the City, and in lieu of any other adjacent street improvement obligation, Eastlake shall either:
 - a. Improve Ireland Grove Road and 2100 East adjacent to this development by providing a 4½ inch 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 lineal front foot. The bond and guarantee shall be for the frontage of the Eastlake and Unit 5 development on Ireland Grove Road and on Road 2100 East.
3. Interior Streets.
 - a. All interior streets shall be built by Eastlake and Unit 5 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.
 - b. The City may allow Eastlake to construct berms in outlots and signage in street right of way. 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.

B. Water

- a. Adjacent to the Site. Eastlake shall construct water mains on the adjacent roads South and East of the development of a size to be determined by the City. Where said water mains are adjacent to property to be developed by Eastlake, Eastlake 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.
- b. Within the Site. Eastlake shall construct water mains within the 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

- c. Eastlake and Unit 5 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 development, divided by the total capacity of said pump station, force main and sewer on a flow rather than acreage basis. Tap on fees shall be paid at the time of final platting of subdivision additions.
- d. Eastlake shall not be required to pay a sanitary sewer tap on fee for land not proposed for development by Eastlake.
- e. Eastlake shall construct interceptor sanitary sewers within the 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 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.

D. Storm Water Drainage – Detention. Eastlake and Unit 5 shall be allowed to discharge their respective storm water into the storm water detention basin provided as part of The Grove on Kickapoo Creek Development. Capacity for this development and school have been provided as part of the original development.

E. Park Land Dedication. Eastlake shall dedicate park land to the City in the designated area west of the school site per The Grove on Kickapoo Creek Development (previously approved), which shall include a 25 ± acre park and a 10 ± acre public access way around the detention basin/Greenway.

V. **MODEL HOMES.** 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 Eastlake 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.** Eastlake may fulfill the bonding requirement of the City 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 to the City, a revolving letter of credit on a local financial institution, or a revolving cash escrow. Eastlake shall provide a substandard roadway surety in addition to the revolving surety for uncompleted public improvements. Eastlake shall not be required to have separate bonds for this development and the adjacent Grove on Kickapoo Creek Development and

Eastlake shall at all times be considered to be in compliance with the bonding requirements of this Agreement as long as it is then and there in compliance with the bonding requirements set forth in the Annexation Agreement dated April 21, 2005, of and relating to the Grove on Kickapoo Creek Development.

VII. OTHER ANNEXATIONS. Eastlake and Unit 5 shall, not later than thirty (30) days after the date of annexation of any portion of the Tract, 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.

IX. APPLICABLE LAW. Except as provided in this Agreement, Eastlake and Unit 5 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 and not those adopted after the date of this Agreement.

X. 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.

XI. DURATION. This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. This Agreement is further binding upon Eastlake and Unit 5 and their respective successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

Dated at Bloomington, Illinois, this 25th day of November, 2008.

City of Bloomington, Illinois,
A Municipal Corporation

Community Unit School District No. Five
McLean and Woodford Counties, Illinois

Stephen F. Stockton
Mayor

Dr. Gary Niehaus
Superintendent

ATTEST:

Eastlake, L.L.C.

Tracey Covert
City Clerk

William C. Doud
Member

EXHIBIT B

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: Beginning at the Southeast Corner of said Southeast Quarter. From said Point of Beginning, thence west 1,449.06 feet along the South Line of said Southeast Quarter; thence north 50.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence northeast 28.28 feet along a line which forms an angle to the left of 135°-00'-00" with the last described course; thence north 686.23 feet along a line which forms an angle to the left of 225°-00'-00" with the last described course; thence east 810.55 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to a point on the Southerly extension of the West Line of 7.50 acre parcel of land conveyed to Rebecca S. Fish-White by deeds recorded December 7, 2005 as Document No.'s 2005-36869 and 2005-36870 in said Recorder's Office lying 120.02 feet south of the Southwest Corner thereof; thence north 120.02 feet along said Southerly Extension which forms an angle to the left of 271°-00'-59" with the last described course to said Southwest Corner; thence east 605.00 feet along the South Line of said 7.50 acre parcel which forms an angle to the left of 90°-00'-00" with the last described course of the Southeast Corner thereof; thence south 887.10 feet along the East Line of said Southeast Quarter which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning, containing 26.46 acres, more or less.

PIN #: 22 09 400 006
22 09 400 007

(EXHIBIT A. SKETCH PLAN ON FILE IN CLERK'S OFFICE)

Gary Stevens, 1612 Iowa Street, addressed the Council. He noted the Grove Subdivision was located away from stores, gas stations, offices, etc. He questioned why the area surrounding the school site at the Grove did not allow for more than single family zoning. He believed that there should be higher density (duplexes and apartments) around the school. This would reduce the number of vehicles at the school by allowing more children to walk to school. He believed the Grove was another inefficient subdivision planned by the City.

Mayor Stockton restated that Mr. Stevens' concern was the subdivision planning regarding zoning districts. Doug Grovesteen, Director of Engineering, addressed the Council. He noted the area surrounding the school location at the Grove was zoned as R – 2, Mixed Residence District. This meant housing could be either single family or duplexes. The preliminary plan for the Grove was approved several years ago by the Council.

Mayor Stockton noted that people liked to live close to schools. Mr. Grovesteen stated developers looked to the market to determine their zoning recommendations.

David Hales, City Manager, addressed the Council. He stated Mark Huber, Director of PACE, was not in attendance tonight. He recommended that Mr. Stevens

contact Mr. Huber to review the City's Comprehensive Plan regarding future development.

Alderman Sage noted previous Planning Commission meetings. There had been discussions regarding housing diversity and the necessity of balance throughout the City. The Comprehensive Plan for the Grove did not reflect this philosophy.

Mr. Grovesteen noted that it was too late to discuss changes to zoning at the Grove. Any changes made would apply to future developments. Mayor Stockton stated the Comprehensive Plan was reviewed every four (4) years. Usually, there was very little input from citizens. He encouraged more participation to address concerns such as these.

Motion by Alderman Gibson, seconded by Alderman Huette 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Public Hearing for Approval and Authorization to submit the Community Development Block Grant Program Year 2009-2010 Action Plan

RECOMMENDATION: Staff recommends that the City Council (1) approve the one year Action Plan as presented and (2) approve the attached Resolution authorizing the filing of the "Community Development Application for Program Year Thirty-five".

BACKGROUND: On May 1, 2009, the Community Development Division will begin its Fiscal Year 35 (FY 2009-2010). For the past 35 years, the City of Bloomington has applied for funding under the Federal Community Development Block Grant (CDBG) Program, through the Department of Housing and Urban Development (HUD).

Each year, the City must submit to HUD, at least 45 days prior to the start of the fiscal year, an "Action Plan" or budget for the proposed use of CDBG funds. This year the City will be awarded \$550,000.00 (estimated) in new CDBG funds. The expenditure of CDBG funds must also meet the needs of the community as identified in the 2005-2010 Consolidated Plan.

A summary of the proposed "listing of activities" as part of the Action Plan (i.e. budget) for FY2009-2010, Program Year 35, is attached for your review.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: 1.) a public notice was published in a non-legal section of the Pantagraph on Tuesday, January 6, 2009 notifying the public that the Action Plan would be available for review from January 20, 2009 through February 18, 2009. It also stated that a public hearing would be held on Monday, February 23, 2009 at 7:30 pm in the City Hall Council Chambers at the regular City Council meeting; 2.) a listing of the proposed activities was sent to (a) the Illinois Historic Preservation Agency for their review and comments, (clearance from IHPA was received on January 21, 2009), and (b) the McLean County Regional Planning, (review and approval was obtained on February 4, 2009.); 3.) public notices were sent out to (a) fourteen (14) neighborhood associations and (b) thirty-nine (39) churches located in the central Bloomington neighborhoods on December 29, 2008; 4.) copies of the draft Action Plan were made available in the offices of Planning and Code Enforcement and City Clerk, and the Public Library throughout the public comment period; and 5.) notice was sent to PATH for inclusion in the Path-o-gram, which goes out to over 400 individuals and/or local agencies. Please note that all HUD required Citizen Participation guidelines have been followed.

FINANCIAL IMPACT: If the proposed CDBG budget is not approved and received by HUD by the required date, the receipt of approximately \$550,000.00 in CDBG funds could be in jeopardy.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Mark Huber
Planning and Code Enforcement

David A. Hales
City Manager

RESOLUTION NO. 2009 - 16

RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT PROGRAM APPLICATION FOR PROGRAM YEAR THIRTY-FIVE (May 1, 2009-April 30, 2010)

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program.

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

That an application on behalf of the City of Bloomington for a grant under said Title I in the amount of \$550,000.00 (estimated) as the full amount available for undertaking and financing the thirty-fifth increment of such program is hereby approved, and

1. The City Manager is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development; to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Public Agency shall comply with those items listed on HUD application forms.

2. The Counsel for the Code Enforcement Division is hereby authorized and directed to file legal certification.

3. The Director of Planning and Code Enforcement, Code Enforcement Division, is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.

4. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

ADOPTED this 23rd day of February, 2009.

APPROVED this 24th day of February, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton introduced this item by outlining the Community Development Block Grant (CDBG) Action Plan. Connie Griffin, Program Manager, addressed the Council. The Council was being asked to approve the proposed budget even though the dollar amount the City would receive was unknown.

Grant amounts were declining throughout the United States. More communities were submitting requests and more requests were being approved. The City anticipated receiving approximately \$550,000 after guidelines were met. Typical activities which the CDBG fund include single family, owner occupied homes which were below an income

limit. There would be sidewalk work, (the 600 block of Grove Street). Ms. Griffin distributed a prepared, ten (10) year review of the CDBG uses within the City.

Alderman Sage restated that these grants were put directly into the neighborhoods. Ms. Griffin concurred. Staff had worked with the West Side Task Force to target this specific area.

Alderman Schmidt noted the benefit of CDBG to older neighborhoods. Ms. Griffin stated communities were targeted and funds were utilized.

Mayor Stockton opened the Public Hearing. No one came forward to address the Council. Mayor Stockton closed the Public Hearing.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the One Year Action Plan 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Public hearing on the Petition submitted by Deborah D. Foreman, as Trustee of Deborah D. Foreman Revocable Trust dated September 29, 1994 requesting approval of an Annexation Agreement and Petition for Annexation for land located south of Hamilton Road, a/k/a the future extension of Hershey Road consisting of approximately 20 acres, Case Z-03-09, (Ward 8)

RECOMMENDATION: That the Annexation Agreement, Petition for Annexation be approved, the Ordinance passed, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND:

Adjacent Zoning

north: C – 1 Office District
south: A – Agriculture (County zoning)
east: A – Agriculture (County zoning)
west: A – Agriculture (County zoning)

Adjacent Land Uses

north: agriculture
south: agriculture
east: agriculture
west: agriculture

Comprehensive Plan: recommends low/medium density residential, high density residential, neighborhood commercial, conservation/recreation, and light industrial uses.

The annexation of the property in question would provide a portion (northern segment) of the necessary acreage for right of way for the future extension of Hershey Road, to span south from Hamilton Road to the U.S. 150 Highway, and thereby provide additional access to the Community Unit School District #5's new middle school site. This tract would be zoned A – Agriculture upon annexation to the City.

PLANNING COMMISSION PUBLIC HEARING:

Attorney Mr. Frank Miles was present on behalf of Community Unit #5 School District and explained this case and related case of Z-04-09 were brought forward by the petitioners to facilitate the annexation of the proposed middle school site and provide right of way for the future expansion of Hershey Road.

Mr. Miles stressed the condition that the grant of easement for road right of way is only for a ten (10) year duration and then ends. There is the issue of crossing the railroad south of the present southern terminus of Hershey Road. He understood that the City was working on this matter.

Mr. Doug Grovesteen, Director of Engineering was requested to comment. Mr. Grovesteen stated that he had not yet seen the provision Mr. Miles had referred to. Mr. Miles assured that he would offer clarification on the relevant information. Mr. Grovesteen agreed that the City was working with representatives of the Norfolk and Southern Railroad on the crossing at this and one other location. He noted the City has not appeared before the Commerce Commission.

He related that the representatives of the Norfolk and Southern railroad would prefer an overpass or underpass rather than an at grade crossing. He assured that talks would continue.

No testimony was presented at this public hearing in opposition to this petition.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony submitted at the public hearing the Planning Commission passed a motion by a vote of 7 to 0 recommending City approval of the annexation in Case Z-03-09.

STAFF COMMENTS:

This item appeared on the Council's February 9, 2009 Meeting Agenda. It was laid over until the Council's February 23, 2009 Meeting.

City staff has been in contact with Mr. Miles regarding the City's concern about the Trustee's Deed. This deed has been replaced by a Deed for General Utility Easement. This deed does not contain any of reverter language which was contained in the Trustee's Deed. Therefore, City staff recommends that the annexation be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Vicinity property owners were mailed courtesy notices and the required public hearing was held on January 28, 2009.

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

Prepared by:

Mark R. Huber
Director PACE

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

ANNEXATION AGREEMENT

This Agreement is entered into and between the City of Bloomington, McLean County, Illinois, hereinafter referred to as City, and Deborah D. Foreman, as Trustee of the Deborah D. Foreman Revocable Trust, dated September 29, 1994, hereinafter referred to as Owner, the parties agree effective on this 24th day of February, 2009, to this annexation agreement.

Recitals:

1. The owner is the owner of record of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference.
2. The owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises.
3. Said premise is not within the corporate limits of any municipality but is contiguous to the City.
4. The owner is desirous of having said premises zoned A, Agriculture upon annexation to the City.
5. The owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (IL Rev. Stat. Chap. 24, Sect 7-1-1).

Agreement:

Now comes Deborah D. Foreman, as Trustee of the Deborah D. Foreman Revocable Trust, dated September 29, 1994, 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 made and a part hereof by this reference, and is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently have a zoning classification of A, Agriculture under the provisions of the McLean County Zoning Ordinance;
3. That there is attached hereto and made a part hereof a proposed Annexation Agreement between said City and your petitioner which provides for the annexation of the premises described in Exhibit A to said City;
4. That said Annexation Agreement provides that, upon annexation of said premises to said City, said premises would be zoned as follows under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended: A, Agriculture;
5. That your petitioner hereby requests that they Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve said Annexation Agreement, annex said premises to said City and amend the Official Zoning Map of said City to reclassify said premises into the zoning district classification;
6. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the zoning of said premises to the A – Agriculture District; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the zoning of said premises to the A-Agriculture District.

WHEREFORE, your petitioner respectfully prays that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above described premises to A, Agriculture.

Respectfully submitted,

Deborah D. Foreman, as Trustee of the
Deborah D. Foreman Revocable Trust, dated
September 29, 1994

ORDINANCE NO. 2009 - 08

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

WHEREAS, there has heretofore entered into a certain Agreement for Annexation between the City of Bloomington and Deborah D. Foreman, as Trustee of the Deborah D. Foreman Revocable Trust, dated September 29, 1994, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

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

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. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be place in effect as to said land upon the annexation of same, all as by Statute specifically provided.

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

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the property hereinabove described is by this Ordinance 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 property hereinabove described.

SECTION FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

SECTION FIVE: That this Ordinance shall be in full force.

PASSED this 23rd day of February, 2009.

APPROVED this 24th day of February, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

EXHIBIT A

Tract 1:

A part of the Northeast Quarter of Section 14, a part of the Southeast Quarter of Section 14 with the Northeast Quarter of the Southeast Quarter of Section 14 being Lot 1 in the John Rhodes Estates Subdivision and a part of the Southwest Quarter of Section 13, all being in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the stone which marks the Southeast Corner of the Northeast Quarter of said Section 14. From said Point of Beginning, thence north 595.43 feet along the East Line of said Northeast Quarter to a point on the South Right of way of the Norfolk Southern Railroad (formerly the L.B. & M Railway Company) lying 50 feet radially distant south of the centerline of said Railroad; thence westerly 50.67 feet along said South Right of way Line being the arc of a curve concave to the south with a radius of 5,666.95 feet and the 50.67 foot chord of said arc forms an angle to the right of $86^{\circ}-00'-35''$ with the last described course; thence south 1,984.17 feet along a line which forms an angle to the right of $93^{\circ}-52'-06''$ with the last described chord to a point of curve; thence southeasterly 836.65 feet along the arc of said curve concave to the northeast with a radius of 1251.00 feet and the 821.15 foot chord of said arc forms an angle to the right of $160^{\circ}-50'-26''$ with the last described course to a point of tangency; thence southeast 155.05 feet along a line which forms an angle to the right of $160^{\circ}-50'-26''$ with the last described chord to a point of curve; thence southeasterly 389.81 feet along the arc of said curve concave to the southwest with a radius of 1,149.00 feet and the 387.95 foot chord of said arc forms an angle to the right of $189^{\circ}-43'-10''$ with the last described course to a point on the South Line of the Southwest Quarter of said Section 13 lying 501.87 feet east of the stone which marks the Southwest Corner thereof; thence east 104.71 feet along said South Line which forms an angle to the right of $117^{\circ}-43'-43''$ with the last described chord; thence northwesterly 456.12 feet along the arc of a curve concave to the southwest with a radius of 1,249.00 feet and the 453.59 foot chord of said arc forms an angle to the right of $63^{\circ}-00'-50''$ with the last described course to a point of tangency; thence northwest 155.05 feet along a line which forms an angle to the right of $169^{\circ}-32'-17''$ with the last described chord to a point of curve; thence northwesterly 769.77 feet along the arc of said curve concave to the northeast with a radius of 1,151.00 feet and the 755.51 foot chord of said arc forms an angle to the right of $199^{\circ}-09'-34''$ with the last described course to a point of tangency; thence north 1,393.43 feet along a line which forms an angle to the right of $199^{\circ}-09'-34''$ with the last described chord to a point on the North Line of the Southwest Quarter of said Section 13; thence west 50.73 feet along said North Line which forms an angle to the right of $88^{\circ}-33'-18''$ with the last described course to the Point of Beginning, containing 7.05 acres, more or less.

Tract 2:

A strip of land 200 feet in width lying east of and adjacent to the East Line of said Tract 1. Said strip is bounded on the south by the South Line of said Section 13 and on the north by the North Line of the Southwest Quarter of said Section 13. Said strip contains 12.75 acres, more or less.

PIN: Part of 21-13-300-004 and 21-13-300-001

Mayor Stockton introduced this issue. David Hales, City Manager, stated there were two (2) Public Hearings on the agenda. The proposed annexations would support the new Unit 5 Middle School. They would include utilities as well as water and sewer.

Doug Grovesteen, Director of Engineering, addressed the Council. The proposed school site fronts Morrissey Drive. The proposed annexations would make the school site contiguous. It would allow the water main to be installed along the alignment to the road. Unit 5 would pay for the utility work, and would receive revenue in the form of tap on fees.

There were several easements included in the plan for the sanitary sewer. This included a gravity sewer that would follow along the Kickapoo Creek. There would also be an Access Easement to allow the sewer lines to run under the DeVary driveway. All of the following proposals came as a package.

Alderman Hanson questioned if the proposed water main was sized to accommodate a junior high school and a potential nearby high school. Mr. Grovesteen answered affirmatively. The oversized water main would serve future developments. This would also position the City to loop the water main back to Towanda Barnes Road. The three hundred foot (300') strip annexations would be the future Hershey Road extension.

Alderman Hanson noted the importance of the fact that Unit 5 built the cost for these annexations into the bond issue related to the recent referendum. Unit 5 would be paid back based upon future developments through tap on fees.

Alderman Schmidt questioned if tap on fees would pay back the actual cost. Mr. Grovesteen stated the tap on fees were calculated based on the cost of construction, design, legal fees, easements, etc. When the costs were determined, they were apportioned by the acreage plus interest.

Alderman Fruin questioned if tap on fees were determined after developers showed interest in land. Mr. Grovesteen stated the fees were preset by the Engineering Department. The Engineering Department supported a database which had files for all the land for which the utilities would apply. The fees were directly included into the annexation agreement. Alderman Fruin reiterated that tap on fees were preset and objective. Mr. Grovesteen answered affirmatively.

Alderman Purcell questioned if the easement reduction would hinder this project. Mr. Grovesteen stated the current easement would be more than adequate for the City's purposes.

Mr. Hales recommended the Council proceed with the Public Hearings for the Petition submitted by Deborah D. Foreman, as Trustee of Deborah D. Foreman Revocable Trust dated September 29, 1994 requesting approval of an Annexation Agreement and Petition for Annexation for land located south of Hamilton Road, a/k/a the future extension of Hershey Road consisting of approximately 20 acres. Then the Council should hold the Public Hearing for the Petition submitted by Sunrise LLC requesting approval of an Annexation Agreement and Petition for Annexation for land located north of US 150, a/k/a the future extension of Hershey Road, consisting of approximately 20 acres, before proceeding to the other items. These were the only two (2) items which required a Public Hearings. All of the items were integral to the issue. It would save time to hold the Public Hearings at one time.

Mayor Stockton noted the unit cost for sewer was different than the unit cost for water main. Mr. Grovesteen agreed. Water main fees were based on front foot.

Alderman Fruin questioned if tap on fees were tied to the type of facility using the mains. Mr. Grovesteen responded usually not. The tap on fee was determined by the Engineering Department and approved by the Council. He referenced occasions when the City had forgiven tap on fees to encourage low income housing. The City could not forgive these tap on fees because they were owed to Unit 5. If the tap on fees were forgiven, the City may be liable to Unit 5. Alderman Fruin believed Mr. Grovesteen had provided a good understanding for the Council going forward.

Mayor Stockton opened the Public Hearings for the two (2) Annexation Agreements before the Council.

Gary Stevens, 1612 Iowa St., addressed the Council. He questioned the reasoning behind Hershey Road curving instead of being straight. Mr. Grovesteen stated Hershey Road curved to bring it to a right angle at the Morrissey Road crossing. The Illinois Department of Transportation would not allow a crossing without the curve in Hershey Road because of the angle the crossing would form. The curve in Hershey Road allowed for a safer crossing.

Mr. Stevens questioned if the City imposed impact fees such as the Town of Normal. Mayor Stockton answered negatively. There was a difference between how the City and Town worked with Unit 5. For the City, the developers provided the land at no cost to the City or Unit 5.

Alderman Hanson explained that the land in question was part of a land swap. Unit 5 had land which was not useable due to a flood plane. The Shirk family was willing to swap land for land they owned. No money was exchanged.

Mayor Stockton believed that the City and the Town had calculations and contributions which were roughly comparable for Unit 5.

Mayor Stockton closed the Public Hearing.

Motion by Alderman Gibson, seconded by Alderman Purcell that the Annexation Agreement and Petition for Annexation be approved, the Ordinance passed, 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell, and Mayor Stockton.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Sanitary Sewer and General Utility Easements for Access from Deborah D. Foreman as Trustee of the Deborah D. Foreman Revocable Trust

RECOMMENDATION: That the Easements be accepted.

BACKGROUND: The City has received documents from Frank Miles, acting as the attorney for Community Unit School District No. 5, McLean and Woodford Counties, which grant a fifteen foot (15') wide easement for sanitary sewer and a twenty foot (20') wide easement for access from Deborah D. Foreman as Trustee of the Deborah D. Foreman Revocable Trust dated September 29, 1994 (DeVary property) to the City. The sanitary sewer easement generally parallels the existing waterway north of Morrissey Avenue (U.S. Route 150), south of Hamilton Road and west of future Hershey Road extended. The easement for access is over the existing driveway off Morrissey Drive adjacent to the DeVary's barns. The easements are necessary to extend and maintain a sanitary sewer to serve the planned Unit 5 middle school at 2901 Morrissey Drive.

In addition, Mr. Miles has provided an Easement for General Utility Purposes which would replace the proposed Trustee's Deed. The area of the Easement is the approximate parcel of land which would be dedicated at some future date as the right of way for the extension of Hershey Road south of Hamilton Road. It is necessary at this time to construct a water transmission main in the future Hershey Road corridor to also serve the proposed middle school.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Unit School District No. 5.

FINANCIAL IMPACT: All costs of easement acquisition have been paid by Community Unit School District No. 5.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Douglas G. Grovesteen
Director of Engineering

Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

EASEMENT FOR GENERAL UTILITY PURPOSES

This Indenture Witnesseth, that Grantor, Deborah D. Foreman, as Trustee of the Deborah D. Foreman Revocable Trust, dated September 29, 1994, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) and other good and valuable consideration in hand paid, does hereby Grant Sell and Convey to Grantee(s) City of Bloomington, Illinois, A Municipal Corporation of the City of Bloomington, County of McLean, and State of Illinois, the following:

Permanent Utility Easement

in and over the following described real estate to-wit:

See Exhibit A for legal description

TAX I.D. # Part of 21-13-300-004 and 21-13-300-001

situated in the County of McLean and State of Illinois, for the following purposes:

general utility purposes

Grantor retains the right to use and improve the surface of the property in which this easement exists for such purposes as farming, roads, drives and parking lots but relinquishes the right to use the surface for permanent structural improvements, such as houses, garages, barn, etc. which because of their weight, size or volume might impair the structural integrity of improvements in the easement or make maintenance, repair or replacement of improvements in the easement significantly more difficult and expensive.

Grantee shall defend, indemnify and hold harmless Grantor, including any of the Grantor's successors, agents, and assigns of and from any liability for damages or claims arising in the operation or activities of the grantee or its agents herein, provided grantor, its successors, assigns or agents is without fault as to the cause of the said damages or claims.

All work is to be done in a good and workmanlike manner and the surface of the ground restored to substantially the same condition as existed prior to excavation.

Dated this 17th day of February, 2009.

Deborah D. Foreman as Trustee of the Deborah D. Foreman Revocable Trust September 29, 1994

By: Deborah D. Foreman

INDIVIDUAL TRUSTEE NOTARY

STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that DEBORAH D. FOREMAN, AS TRUSTEE OF THE DEBORAH D. FOREMAN REVOCABLE TRUST (Trustee) who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of Trustee for and on behalf of the Trust and for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of February, 2009.

Notary Public

David W. Foster

My commission expires: November 7, 2012

EXHIBIT A

Tract 1:

A part of the Northeast Quarter of Section 14, a part of the Southeast Quarter of Section 14 with the Northeast Quarter of the Southeast Quarter of Section 14 being Lot 1 in the John Rhodes

Estates Subdivision and a part of the Southwest Quarter of Section 13, all being in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the stone which marks the Southeast Corner of the Northeast Quarter of said Section 14. From said Point of Beginning, thence north 595.43 feet along the East Line of said Northeast Quarter to a point on the South Right of way of the Norfolk Southern Railroad (formerly the L.B. & M Railway Company) lying 50 feet radially distant south of the centerline of said Railroad; thence westerly 50.67 feet along said South Right of way Line being the arc of a curve concave to the south with a radius of 5,666.95 feet and the 50.67 foot chord of said arc forms an angle to the right of 86°-00'-35" with the last described course; thence south 1,984.17 feet along a line which forms an angle to the right of 93°-52'-06" with the last described chord to a point of curve; thence southeasterly 836.65 feet along the arc of said curve concave to the northeast with a radius of 1251.00 feet and the 821.15 foot chord of said arc forms an angle to the right of 160°-50'-26" with the last described course to a point of tangency; thence southeast 155.05 feet along a line which forms an angle to the right of 160°-50'-26" with the last described chord to a point of curve; thence southeasterly 389.81 feet along the arc of said curve concave to the southwest with a radius of 1,149.00 feet and the 387.95 foot chord of said arc forms an angle to the right of 189°-43'-10" with the last described course to a point on the South Line of the Southwest Quarter of said Section 13 lying 501.87 feet east of the stone which marks the Southwest Corner thereof; thence east 104.71 feet along said South Line which forms an angle to the right of 117°-43'-43" with the last described chord; thence northwesterly 456.12 feet along the arc of a curve concave to the southwest with a radius of 1,249.00 feet and the 453.59 foot chord of said arc forms an angle to the right of 63°-00'-50" with the last described course to a point of tangency; thence northwest 155.05 feet along a line which forms an angle to the right of 169°-32'-17" with the last described chord to a point of curve; thence northwesterly 769.77 feet along the arc of said curve concave to the northeast with a radius of 1,151.00 feet and the 755.51 foot chord of said arc forms an angle to the right of 199°-09'-34" with the last described course to a point of tangency; thence north 1,393.43 feet along a line which forms an angle to the right of 199°-09'-34" with the last described chord to a point on the North Line of the Southwest Quarter of said Section 13; thence west 50.73 feet along said North Line which forms an angle to the right of 88°-33'-18" with the last described course to the Point of Beginning, containing 7.05 acres, more or less.

(RECORDED DOCUMENT NO. 2009 - 00007070)

(GENERAL UTILITY PLAT ON FILE IN McLEAN COUNTY RECORDER OF DEEDS OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Hanson that the Easements be accepted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell, and Mayor Stockton.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Public hearing on the Petition submitted by Sunrise LLC requesting approval of an Annexation Agreement and Petition for Annexation for land located north of US 150, a/k/a the future extension of Hershey Road, consisting of approximately 20 acres, Case Z-04-09 (Ward 8)

RECOMMENDATION: That the Annexation Agreement and Petition for Annexation be approved, the Mayor and City Clerk authorized to execute the necessary documents, and the Ordinance passed.

BACKGROUND:

Adjacent Zoning

north: A – Agriculture (County zoning)
south: A – Agriculture (County zoning)
east: A – Agriculture (County zoning)
west: A – Agriculture (County zoning)

Adjacent Land Uses

north: agriculture
south: agriculture
east: agriculture
west: agriculture

Comprehensive Plan for this area recommends: “low/medium density residential, high density residential, neighborhood commercial, conservation/recreation, and light industrial” uses.

The annexation of the property in question would provide a portion (southern segment) of the necessary acreage for right of way for the future extension of Hershey Road, to span south from Hamilton Road to the U.S. 150 Highway, and thereby provide additional access to Community Unit School District #5’s proposed new middle school site. This tract would be zoned A – Agriculture upon annexation to the City.

PLANNING COMMISSION PUBLIC HEARING:

Attorney Mr. Frank Miles was present on behalf of Community Unit #5 School District and explained this case and related case Z-03-09 were brought forward by the petitioners to facilitate the annexation of the proposed middle school site and provide right of way for the future expansion of Hershey Road. Mr. Miles referred to his previous comments made in regard to case Z-03-09 and noted he had nothing further to add. No testimony was presented at this public hearing in opposition to this petition.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony submitted at the public hearing the Planning Commission passed a motion by a vote of 7 to 0 recommending Council approval of the annexation in Case Z-04-09.

STAFF COMMENTS:

This item appeared on the Council's February 9, 2009 Meeting Agenda. It was laid over until the Council's February 23, 2009 Meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Vicinity property owners were mailed courtesy notices and the required public hearing was held on January 28, 2009.

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Mark R. Huber
Director PACE

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

ANNEXATION AGREEMENT

This Agreement is entered into and between the City of Bloomington, McLean County, Illinois, hereinafter referred to as City, and Sunrise, LLC, an Illinois Limited Liability Company,* hereinafter referred to as Owner, the parties agree effective on this 24th day of February, 2009, to this annexation agreement.

Recitals:

1. The owner is the owner of record of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference.
2. The owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises.

3. Said premises are not within the corporate limits of any municipality but is contiguous to the City.
4. The owner is desirous of having said premises zoned A, Agricultural upon annexation to the City.
5. The owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (IL Rev. Stat. Chap. 24, Sect 7-1-1).

Agreement:

1. City agrees to annex said premises to the City.
2. City agrees to zone said premises into the A, Agricultural zoning classification.
3. Owner agrees that upon execution of this Agreement, the owner will petition for annexation of said premises to all other units of local government required by Chapter 8.5, Section 202 of the Bloomington City Code-1960, as hereafter amended, and diligently pursue to a final decision such petitions for annexation within ninety (90) days of the date of notification by such other units of local government that said premises meets the statutory qualifications for annexation to such other units of local government.
4. Payment of annexation fees will be deferred until annexation of adjoining land.

This agreement shall be in full force and effect until January 1, 2019.

City of Bloomington

Stephen F. Stockton
Mayor

Attest:

Tracey Covert
City Clerk

Owner

James Shirk
Sunrise, LLC,

WHEREFORE, your petitioner respectfully prays that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above described premises to A, Agricultural.

Respectfully submitted,
Sunrise, LLC

James Shirk
Managing Member

ORDINANCE NO. 2009 - 09

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

WHEREAS, there has heretofore entered into a certain Agreement for Annexation between the City of Bloomington and Sunrise, LLC, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

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

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. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be place in effect as to said land upon the annexation of same, all as by Statute specifically provided.

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

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the property hereinabove described is by this Ordinance 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 property hereinabove described.

SECTION FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

SECTION FIVE: That this Ordinance shall be in full force.

PASSED this 23rd day of February, 2009.

APPROVED this 24th day of February, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Tract 1:

Commencing at the stone which marks the Northwest Corner of said Northwest Quarter, thence east 501.87 feet along the North Line of said Northwest Quarter to the Point of Beginning. From said Point of Beginning, thence southeast, south and southwest 1,093.20 feet along the arc of a curve concave to the west with a radius of 1,149.00 feet and the 1,052.43 foot chord of said arc forms an angle to the right of 279°-14'-50" with the last described course to a point of tangency; thence southwest 157.21 feet along a line which forms an angle to the right of 207°-15'-24" with the last described chord to a point on the Northeasterly Right of way Line of U.S. Route 150 (S.B.I. 39 & F.A.U. 6406) per plat recorded in the McLean County Recorder's Office as Document No. 91-445, said point lying 343.94 feet southeast of the intersection of the West Line of said Northwest Quarter with said Northeasterly Right of way Line; thence southeast 100.00 feet along said Northeasterly Right of way Line which forms an angle to the right of 90°-14'-20" with the last described course; thence northeast 157.63 feet along a line which forms an angle to the right of 89°-45'-40" with the last described course to a point of curve; thence northeast, north and northwest 1,155.97 feet along the arc of said curve concave to the west with a radius of 1,249.00 feet and the 1,115.15 foot chord of said arc forms an angle to the right of 153°-29'-09" with the last described course to the North Line of said Northwest Quarter; thence west 104.71 feet along said North Line which forms an angle to the right of 80°-00'-37" with the last described chord to the Point of Beginning, containing 2.94 acres, more or less.

Tract 2:

A strip of land 200 feet in width lying east of and adjacent to the East Line of said Tract 1. Said strip is bounded on the north by the North Line of said Section 24 and on the south by said Northeasterly Right of way Line. Said strip contains 6.32 acres, more or less.

Tract 3:

That part of U.S. Route 150 (S.B.I. 39 & F.A.U. 6406) per plat recorded in the McLean County Recorder's Office as Document No. 91 - 445 lying east of the Southwesterly extension of the Southwest Line of Tract 1 and lying west of the West Line of the East 40 acres of even width of the following described property: All that part of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 23 North, Range 2 East of the Third Principal Meridian, which lies South of the land taken by the Department of Transportation of the State of Illinois in Condemnation Case No. 91 - ED - 8 order vesting title filed October 7, 1992, in McLean County, Illinois, extended North containing 3.91 acres, more or less.

Tract 4:

A strip of land 300 feet in width lying southwesterly of and adjacent to the Southwesterly Line of said Tract 3. Said strip is bounded on the West by the Southwesterly extension of the Southwest Line of Tract 1 and on the east by the West Line of the East 40 acres of even width of the following described property: All that part of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 23 North, Range 2 East of the Third Principal Meridian, which lies South of the land taken by the Department of Transportation of the State of Illinois in Condemnation Case No. 91-ED-8 order vesting title filed October 7, 1992, in McLean County, Illinois, containing 11.01 acres, more or less.

P.I.N. 21-24-100-003

Doug Grovensteen, Director of Engineering, addressed the Council. This land was 300' wide. This agreement made the land for the water and sewer mains contiguous.

Alderman Purcell stated that in order for this to work for the school, all of the pieces of the puzzle needed to fit together. This was another one of the pieces.

Mayor Stockton opened the Public Hearing. No one came forward to address the Council. Mayor Stockton closed the Public Hearing.

Motion by Alderman Schmidt, seconded by Alderman Hanson that the Annexation Agreement and Petition for Annexation be approved, the Ordinance passed, and the Mayor and City Clerk 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell, and Mayor Stockton.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Warranty Deed for Hershey Road Right of Way from Sunrise LLC

RECOMMENDATION: That the Warranty Deed be accepted.

BACKGROUND: The City has received a warranty deed from Frank Miles, acting as the attorney for Community Unit School District No. 5, McLean and Woodford Counties, which grants a 100 foot wide right of way for future Hershey Road from Sunrise LLC, an Illinois Limited Liability Company, to the City of Bloomington. The right of way would allow the extension of Hershey Road from its existing southern terminus at Hamilton Road southerly

towards Morrissey Drive (U.S. Route 150). The right of way is necessary to allow for the construction of a water main and other utilities to serve the planned Unit 5 middle school at 2901 Morrissey Drive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Unit School District No. 5.

FINANCIAL IMPACT: All costs of easement acquisition have been paid by Community Unit School District No. 5.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Douglas G. Grovesteen
Director of Engineering

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, Sunrise, LLC, an Illinois Limited Liability Company, of the City of Bloomington, County of McLean and State of Illinois for and in the consideration of the sum of Ten Dollars and no/100 (\$10.00) and other Good and Valuable Consideration in hand paid, conveys and warrants to Grantee, City of Bloomington, Illinois, a Municipal Corporation, of the City of Bloomington, County of McLean and State of Illinois, the following described real estate, to-wit:

A part of the Northwest Quarter of Section 24, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Tract 1:

Commencing at the stone which marks the Northwest Corner of said Northwest Quarter, thence east 501.87 feet along the North Line of said Northwest Quarter to the Point of Beginning. From said Point of Beginning, thence southeast, south and southwest 1,093.20 feet along the arc of a curve concave to the west with a radius of 1,149.00 feet and the 1,052.43 foot chord of said arc forms an angle to the right of 279°-14'-50" with the last described course to a point of tangency, thence southwest 157.21 feet along a line which forms an angle to the right of 207°-15'-24" with the last described chord to a point on the Northeasterly Right of way Line of U.S. Route 150

(S.B.I. 39 & F.A.U. 6406) per plat recorded in the McLean County Recorder's Office as Document No. 91-445, said point lying 343.94 feet southeast of the intersection of the West Line of said Northwest Quarter with said Northeasterly Right of way Line; thence southeast 100.00 feet along said Northeasterly Right of way Line which forms an angle to the right of 90°-14'-20" with the last described course; thence northeast 157.63 feet along a line which forms an angle to the right of 89°-45'-40" with the last described course to a point of curve; thence northeast, north and northwest 1,155.97 feet along the arc of said curve concave to the west with a radius of 1,249.00 feet and the 1,115.15 foot chord of said arc forms an angle to the right of 153°-29'-09" with the last described course to the North Line of said Northwest Quarter; thence West 104.71 feet along said North Line which forms an angle to the right of 80°-00'-37" with the last described chord to the Point of Beginning,

TAX I.D. # Part of 21-24-100-003

situated in the County of McLean and State of Illinois. The Grantee assumes and agrees to pay the 2008 and subsequent years real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record.

Dated this 19th day of December, 2008.

SUNRISE, LLC

James Shirk
Manager/Member

NOTARY

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that James Shirk, who is personally known to me to be a Manager of Sunrise, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Manager of the LLC, he/she signed, sealed and delivered the said instrument pursuant to authority given by the Board of Directors of the LLC and as their free and voluntary act and as the free and voluntary act of said Manager, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of December, 2008.

Frank Miles
Notary Public

My commission expires: September 27, 2009

(RECORDED DOCUMENT NO. 2009 – 00007071)

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Warranty Deed be accepted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Dedication of a Sanitary Sewer Easement from Sunrise LLC

RECOMMENDATION: That the Easement be accepted.

BACKGROUND: The City has received documents from Frank Miles, acting as the attorney for Community Unit School District No. 5, McLean and Woodford Counties, which grant a fifteen foot (15') wide easement for sanitary sewer from Sunrise LLC, an Illinois Limited Liability Company to the City of Bloomington. The sanitary sewer easement generally parallels the existing waterway north of Morrissey Avenue (U.S. Route 150), south of Hamilton Road and crosses future Hershey Road extended. The easement is necessary to extend and maintain a sanitary sewer to serve the planned Unit 5 middle school at 2901 Morrissey Drive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Unit School District No. 5.

FINANCIAL IMPACT: All costs of easement acquisition have been paid by Community Unit School District No. 5.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Douglas G. Grovesteen
Director of Engineering

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

EASEMENT FOR SANITARY SEWER

THIS INDENTURE WITNESSETH, that the Grantor Sunrise, LLC, an Illinois Limited Liability Company, of the City of Bloomington, County of McLean and State of Illinois for and in the consideration of the sum of Ten Dollars and no/100 (\$10.00) and other Good and Valuable Consideration in hand paid, grants, conveys and quitclaims to Grantee City of Bloomington, Illinois, a Municipal Corporation of the City of Bloomington, County of McLean and State of Illinois, the following:

Permanent Sanitary Sewer Easement in and over the following described real estate to-wit:

The 15' wide permanent sanitary sewer easement depicted and described on the attached sanitary sewer easement plat - Sunrise, LLC, Bloomington, Illinois, dated 11-05-08 and prepared by the Farnsworth Group, attached as Exhibit A

TAX I.D. # a part of 21-24-100-003

situated in the County of McLean and State of Illinois, for the following purposes:

Constructing, operating and maintaining a public sanitary sewer; and

Temporary Easement for Working Purposes Only During construction No. 1

in and over the following described real estate, to-wit:

A strip of land 30 feet in width lying north of and adjacent to said permanent easement bounded on the west by the West Line of the Northwest Quarter of Section 24, and bounded on the east by a line perpendicular to said centerline 345.10 feet Southeasterly of the intersection of said Centerline and said West Line,

and

Temporary Easement for Working Purposes Only During Construction No. 2

in and over the following described real estate, to-wit:

A strip of land 30 feet in width lying northwest, west and southwest of and adjacent to said permanent easement bounded on the southwest by said Northeast right of way Line, and bounded on the northwest by the Southerly Line of said permanent easement

The Temporary Easement(s) shall expire and be of no continuing force or effect whatsoever on the first of the following:

- 1) acceptance for maintenance by the City of Bloomington, Illinois of any sewer installed in the permanent easement granted by this easement;
- 2) December 31, 2028.

Grantee shall defend, indemnify and hold harmless Grantor, including any of the Grantor’s successors, agents, and assigns, of and from any liability for damages or claims arising in the operation or activities of the Grantee or its agents herein, provided Grantor, its successors, assigns or agents, is without fault as to the cause of the said damages or claims.

All work is to be done in a good and workmanlike manner and the surface of the ground restored to substantially the same condition as existed prior to excavation.

Grantor retains the right to use and improve the surface of the property in which this easement exists for such purposes as roads, drives and parking lots but relinquishes the right to use the surface for permanent structural improvements, such as houses, garages, barn, etc. which because of their weight, size or volume might impair the structural integrity of improvements in the easement or make maintenance, repair or replacement of improvements in the easement significantly more difficult and expensive.

Dated this 19th day of December, 2008.

SUNRISE, LLC,

By: James Shirk
Managing Member

LLC NOTARY

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that James Shirk, who is personally known to me to be a Manager of SUNRISE, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Manager of the LLC, he/she signed, sealed and delivered the said instrument pursuant to authority given by the Board of Directors of the LLC and as their free and voluntary act and as the free and voluntary act of said Manager, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of December, 2008.

Frank Miles
Notary Public

My commission expires: September 27, 2009

(RECORDED DOCUMENT NO. 2009 - 00007072)

(EASEMENT PLAT FOR SANITARY SEWER ON FILE IN McLEAN COUNTY
RECORDER OF DEEDS OFFICE)

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Easement be accepted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Easement for General Utility Purposes from Sunrise LLC

RECOMMENDATION: That the Easement be accepted.

BACKGROUND: The City has received a warranty deed from Frank Miles, acting as the attorney for Community Unit School District No. 5, McLean and Woodford Counties, granting a twenty-five foot (25') wide general utility easement from Sunrise LLC, an Illinois Limited Liability Company, to the City of Bloomington. The easement is across the south side frontage of Morrissey Drive (U.S. Route 150) between Hershey Road extended and the Community Unit School District No. 5 middle school site. The easement will be used to extend utilities to the school site, including water main and sanitary sewer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Unit School District No. 5.

FINANCIAL IMPACT: All costs of easement acquisition have been paid by Community Unit School District No. 5.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Douglas G. Grovesteen
Director of Engineering

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

EASEMENT FOR GENERAL UTILITY PURPOSES

THIS INDENTURE WITNESSETH, that the Grantor, Sunrise, LLC, an Illinois Limited Liability Company, of the City of Bloomington, County of McLean and State of Illinois for and in the consideration of the sum of Ten Dollars and no/100 (\$10.00) and other Good and Valuable Consideration in hand paid, grants conveys and quitclaims to Grantee, City of Bloomington, Illinois, a Municipal Corporation of the City of Bloomington, County of McLean and State of Illinois, the following:

Utility Easement

in and over the following described real estate to-wit:

The 25' wide utility easement depicted and described on the attached utility plat - Sunrise, LLC, Bloomington, Illinois, dated 10-30-08 and prepared by the Farnsworth Group, attached as Exhibit A

TAX I.D. # a part of 21-24-100-003

situated in the County of McLean and State of Illinois, for the following purposes:

general utility purposes

Grantor retains the right to use and improve the surface of the property in which this easement exists for such purposes as roads, drives and parking lots but relinquishes the right to use the surface for permanent structural improvements, such as houses, garages, barn, etc. which because of their weight, size or volume might impair the structural integrity of improvements in the easement or make maintenance, repair or replacement of improvements in the easement significantly more difficult and expensive.

Grantee shall defend, indemnify and hold harmless Grantor, including any of the Grantor's successors, agents, and assigns, of and from any liability for damages or claims arising in the

operation or activities of the Grantee or its agents herein, provided Grantor, its successors, assigns or agents, is without fault as to the cause of the said damages or claims.

All work is to be done in a good and workmanlike manner and the surface of the ground restored to substantially the same condition as existed prior to excavation.

Dated this 19th day of December, 2008.

SUNRISE, LLC,

James Shirk
Managing Member

LLC NOTARY

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that James Shirk, who is personally known to me to be a Manager of SUNRISE, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Manager of the LLC, he/she signed, sealed and delivered the said instrument pursuant to authority given by the Board of Directors of the LLC and as their free and voluntary act and as the free and voluntary act of said Manager, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of December, 2008.

Frank Miles
Notary Public

My commission expires: September 27, 2009

(RECORDED DOCUMENT NO. 2009 - 00007073)

(GENERAL UTILITY EASEMENT PLAT ON FILE IN McLEAN COUNTY RECORDER OF DEEDS OFFICE)

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Easement be accepted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Community Unit School District No. 5, McLean and Woodford Counties, Illinois requesting Annexation and S-2, Public Lands and Institutions zoning for the 40 acre proposed middle school site commonly located south of U.S. Highway 150, west of C.H.30, and north of Harvest Hill Avenue, (Ward 8)

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

BACKGROUND: On December 26, 2007, Council approved an Annexation Agreement for this forty (40) acre tract known as the site for a proposed middle school. The Annexation Agreement also includes the provision for this tract to be zoned S-2, Public Lands and Institutions District upon annexation to the City.

The Comprehensive Plan recommends low to medium density residential and the vicinity is indicated for a proposed park location. There are two (2) pending petitions, one for a twenty (20) acre tract requested for annexation by Deborah D. Foreman, as Trustee of the Deborah D. Foreman Revocable Trust, and a second petition for a twenty-four (24) acre tract requested for annexation by Sunrise LLC, which if approved would make the subject property contiguous to the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The required public hearings were previously held in connection with the approval of the annexation agreement.

FINANCIAL IMPACT: The future school site will not generate any property tax revenue for the City.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Mark R. Huber
Director PACE

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)

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

Now comes Community Unit School District No. 5, McLean and Woodford Counties, Illinois, 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 made and a part hereof by this reference, and is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently have a zoning classification of A, Agriculture under the provisions of the McLean County Zoning Ordinance;
3. That there is attached hereto and made a part hereof a proposed Annexation Agreement between said City and your petitioner which provides for the annexation of the premises described in Exhibit A to said City;
4. That said Annexation Agreement provides that, upon annexation of said premises to said City, said premises would be zoned as follows under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended: S-2 Public Lands and Institutions;
5. That your petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve said Annexation Agreement, annex said premises to said City and amend the Official Zoning Map of said City to reclassify said premises into the zoning district classification;

6. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the zoning of said premises to the A-Agriculture District; and
7. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the zoning of said premises to the A-Agriculture District.

WHEREFORE, your petitioner respectfully prays that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above described premises to S-2 Public Lands and Institutions.

Respectfully submitted,

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois

Frank Miles
It's Attorney

CORPORATE NOTARY

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Frank Miles, personally known to me to be the Legal Representative of Community Unit School District No. 5, McLean and Woodford Counties, Illinois , whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Legal Representative of said corporation, he/she signed and caused the seal of said corporation to be affixed thereto,(if the corporation uses a corporate seal) pursuant to authority given by the Board of Directors of said corporation and as his/her free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of December, 2009.

Nancy Lott
Notary Public

My commission expires: June 7, 2010

EXHIBIT A

PRE-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 its Home Rule powers, 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 James A. Shirk, and Peggy Jo Schlucter, hereinafter referred to as "Owner" of property, a legal description of which is included in Exhibit "A", and Community Unit School District No. 5, of McLean and Woodford County, hereinafter "District", agree as follows:

I. ANNEXATION PETITION. The Owner, subject to the terms and conditions set forth in this annexation agreement, has petitioned the City of Bloomington, requesting annexation of a parcel of land described on Exhibit "A" (hereinafter referred to as "the property") to the corporate limits of the City. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the subject tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 28th day of November and 12th day of December, 2007.

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

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

A. Zoning - Within 30 days of annexation of the property or any portion thereof, the City agrees to rezone the annexed property S-2 Public Lands and Institutions District and permit its use as a Middle School. The public hearings required for such rezoning having been held before the Bloomington Planning Commission on the 28th day of November and 12th day of December, 2007, after notice required by law and ordinance.

B. Concept Plan Approval - The City hereby approves the street configuration depicted on the Concept Plan (Exhibit B) for the property and agrees to permit the use of the property as a Middle School.

C. Subdivision Plan Approval - City agrees to permit the conveyance of the property from Owner to District without subdivision. Within 60 days from the submission of a Preliminary Subdivision Plan and final subdivision plat in the form and with the content required by the City's Land Subdivision Code, and after any public hearings required by law and ordinance, the City agrees to approve a Preliminary Subdivision Plan and after the preparation by

the District and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve a Final Subdivision Plat, provided such plan and plats are in substantial accordance with the approved Concept Plan and approved Preliminary Plan. In connection with the subdivision and development of the property, City agrees:

1. To grant any waivers necessary to permit the property to be subdivided and developed in a manner consistent with the Concept Plan.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final 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 - At development, the District will dedicate any necessary right of way along US Route 150, along Township Road 1750 East and along Harvest Hill Road. The District will pay a substandard roadway improvement fee for frontages on TR 1750 E (if, but only if, a jurisdiction transfer occurs vesting maintenance responsibility for 1750 E in the City) and/or Harvest Hill road of \$145.00 per front foot (\$125 if the District installs sidewalks). The foregoing fee will be payable only if access (other than emergency or service access) is taken from that or those Road(s). The District will design and construct any necessary improvements to US Route 150 (such as right or left turn lanes, traffic signals, etc.) required by the Illinois Department of Transportation for the entrance(s) to the site from the state highway and/or the intersection of 1750 East at no cost to the City. The District will be reimbursed for all costs incurred pursuant to Paragraph IV I.
- B. Water - At development, the District will extend a twenty four (24) inch water main along future Hershey Road from the existing system terminus at Hamilton Road to US Route 150, and a water main along US Route 150 from Hershey road to the east line of the district's property (TR 1750 E) of a size determined by the City. The district will pay all costs associated with the water main construction and will be reimbursed pursuant to Paragraph IV I.
- C. Sanitary Sewer - At development, the District will extend a sanitary sewer from Bloomington-Normal Water Reclamation District sewer in the Little Kickapoo right of way to the property. The District will pay all costs associated with the sanitary sewer construction and will be reimbursed pursuant to Paragraph IV I.
- D. Storm Water Drainage - At development, the District will provide storm water drainage per Code.
- E. Park Land Dedication - Waived.

F. School Site Dedication - Waived.

G. Annexation Fee - Waived.

H. Easements - To facilitate the foregoing public improvements, the District agrees to assist in the obtaining of temporary easements, permanent easements, and future road right of way. Any such acquisitions necessary to construct the infrastructure required by the District site shall be obtained by the District at its cost.

I. The City agrees to establish, collect and rebate to Unit 5 the entire cost of all infrastructure extensions from tap-on fees from all property owners served by streets, turn lanes, traffic signals, water mains, sanitary sewer, installed and/or oversized by District as part of its development. Tap-on fees to be established by the City (on a per acre served or front foot basis) with reimbursement to come when served property is final platted or developed. Tap-on fees to bear interest at 6% from the date of installation to the date of payment. City agrees not to waiver or reduce such fees without prior approval of Unit 5.

VI. This Agreement shall become effective upon the acquisition of the property by the District and 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 26th day of December, 2007

City of Bloomington, Illinois, a Municipal Corporation

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Owner:

James A. Shirk

Peggy Jo Schlucter

Community Unit District No. 5, McLean and
Woodford County

Jay Reece
Its President

ATTEST:

BY:

EXHIBIT A

The East 40 acres of even width of the following described property: All that part of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 23 North, Range 2 East of the third Principal Meridian, which lies south of the land taken by the Department of Transportation of the State of Illinois in Condemnation Case No. 91-ED-8 order vesting title filed October 7, 1992, in McLean County, Illinois.

P.I.N. part of 21-14-300-001

(EXHIBIT B CONCEPT PLAN ON FILE IN THE CLERK'S OFFICE)

ORDINANCE NO. 2009 - 10

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

WHEREAS, there has heretofore entered into a certain Agreement for Annexation between the City of Bloomington and Community Unit District No. 5, McLean and Woodford Counties, Illinois, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

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

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. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be place in effect as to said land upon the annexation of same, all as by Statute specifically provided.

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

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the property hereinabove described is by this Ordinance 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 property hereinabove described.

SECTION FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

SECTION FIVE: That this Ordinance shall be in full force.

PASSED this 23rd day of February, 2009.

APPROVED this 24th day of February, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

ORDINANCE NO. 2009 - 11

**AN ORDINANCE REZONING CERTAIN TERRITORY AS
HEREINAFTER DESCRIBED FROM A, AGRICULTURE TO
S – 2 PUBLIC LANDS AND INSTITUTIONS**

WHEREAS, there has heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit A; and

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

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

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

1. That the premises hereinafter described in Exhibit A shall be and the same are hereby rezoned from A, Agriculture District to S - 2 Public Lands and Institutions District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 23rd day of February, 2009.

APPROVED this 24th day of February, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of the Southwest Quarter and the Northwest Quarter of Section 24, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Tract 1:

All that part of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 23 North, Range 2 East of the Third Principal Meridian, which lies south of the land taken by the Department of Transportation of the State of Illinois in Condemnation Case No. 91-ED-8 order vesting title filed October 7, 1992, in McLean County, Illinois, excepting therefrom the following: Beginning at the Southwest Corner of the North Half of said Southwest Quarter. From said Point of Beginning, thence north 1324.01 feet along the West Line of said Southwest Quarter; thence north 1558.57 feet along the West Line of the Northwest Quarter which forms an angle to the left of 179°-16'-09" with said West Line of the Southwest Quarter to a point on the Southerly Line of a parcel of land taken by the Department of Transportation of the State of Illinois in Condemnation Case No. 91-ED-8 order vesting title filed October 7, 1992, in McLean County, Illinois; thence southeast 1750.16 feet along said Southerly Line which forms an angle to the left of 55°-25'-45" with said West Line of the Northwest Quarter; thence south 1844.71 feet along a line which forms an angle to the left of 126°-19'-56" with said Southerly Line to a point on the South line of said North Half of the Southwest Quarter lying 1481.65 feet east of the Point of Beginning; thence west 1481.65 feet along said South Line which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning, containing 40.00 acres, more or less,

Tract 2:

That part of U.S. Route 150 (S.B.I. 39 & F.A.U. 6406) per plat recorded in the McLean County Recorder's Office as Document No. 91-445 lying west of the Northerly extension of the East Line of the Southeast Quarter of Section 24 and lying east of the West Line of the East 40 acres of even width of the following described property: All that part of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 23 North, Range 2 East of the Third Principal Meridian, which lies South of the land taken by the Department of Transportation of the State of Illinois in Condemnation Case No. 91-ED-8 order vesting title filed October 7, 1992, in McLean County, Illinois, extended North Containing 4.11 acres more or less.

P.I.N. 21-24-300-001 and 21-24-100-002

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Annexation and Rezoning be approved, and the Ordinances passed.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Easement for General Utility Purposes from Community Unit School District No. 5, McLean and Woodford Counties, Illinois

RECOMMENDATION: That the Easement be accepted.

BACKGROUND: The City has received documents from Frank Miles, acting as the attorney for Community Unit School District No. 5, McLean and Woodford Counties, Illinois, granting a thirty foot (30') wide general utility easement to the City of Bloomington. The easement is across the frontage of the site for the future middle school at 2901 Morrissey Drive (on the south side of U.S. Route 150, west of 1750 E Road/County Hwy 30). The easement will be used to extend utilities to the school site, including water main and sanitary sewer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Unit School District No. 5.

FINANCIAL IMPACT: All costs of easement acquisition have been paid by Community Unit School District No. 5.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Douglas G. Grovesteen
Director of Engineering

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

EASEMENT FOR GENERAL UTILITY PURPOSES

THIS INDENTURE WITNESSETH, that the Grantor Community Unit School District No. 5, McLean and Woodford Counties, Illinois, of the Town of Normal, County of McLean and State of Illinois for and in the consideration of the sum of Ten Dollars and no/100 (\$10.00) and other Good and Valuable Consideration in hand paid, grant, convey and quitclaims to Grantee(s) City of Bloomington, Illinois, a Municipal Corporation of the City of Bloomington, County of McLean and State of Illinois, the following:

Utility Easement

in and over the following described real estate to-wit:

The 30' wide Utility Easement depicted and described on the attached Utility Easement Plat – Unit 5 Middle School, Bloomington, Illinois, dated 10-03-08 and prepared by the Farnsworth Group, attached as EXHIBIT A.

TAX I.D. # a part of 21-14-100-001 and 002

situated in the County of McLean and State of Illinois, for the following purposes:

general utility purposes

Grantee shall defend, indemnify and hold harmless Grantor, including any of the Grantor’s successors, agents, and assigns, of and from any liability for damages or claims arising in the operation or activities of the Grantee or its agents herein, provided Grantor, its successors, assigns or agents, is without fault as to the cause of the said damages or claims.

All work is to be done in a good and workmanlike manner and the surface of the ground restored to substantially the same condition as existed prior to excavation.

Grantor retains the right to use and improve the surface of the property in which this easement exists for such purposes as roads, drives and parking lots but relinquishes the right to use the surface for permanent structural improvements, such as houses, garages, barn, etc. which because of their weight, size or volume might impair the structural integrity of improvements in the easement or make maintenance, repair or replacement of improvements in the easement significantly more difficult and expensive.

Dated this 12th day of November, 2008.

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois

Gary Niehaus
Superintendent

CORPORATE NOTARY

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, do hereby certify that Gary C. Niehaus, personally known to me to be the Superintendent of Community Unit School District NO. 5, whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that as said Superintendent of said corporation,

he/she signed and caused the seal of said corporation to be affixed thereto,(if the corporation uses a corporate seal) pursuant to authority given by the Board of Directors of said corporation and as his/her free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of November, 2008.

Nancy J. Lott
Notary Public

My commission expires: June 7, 2010

(RECORDED DOCUMENT NO. 2009 - 00007074)

(GENERAL UTILITY EASEMENT PLAT ON FILE IN McLEAN COUNTY RECORDER OF DEEDS OFFICE)

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Easement be accepted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Dedication of an Easement for Sanitary Sewer from State Farm Mutual Automobile Insurance Company

RECOMMENDATION: That the Easement be accepted.

BACKGROUND: The City has received documents from Frank Miles, acting as the attorney for Community Unit School District No. 5, McLean and Woodford Counties, which grant a fifteen foot (15') wide easement for sanitary sewer from State Farm Mutual Automobile Insurance Company to the City. The sanitary sewer easement generally parallels the existing waterway north of Morrissey Avenue (U.S. Route 150), south of Hamilton Road, east of Little Kickapoo Creek, and west future Hershey Road extended. The easement is necessary to extend and maintain a sanitary sewer to serve the planned Unit 5 middle school at 2901 Morrissey Drive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Unit School District No. 5.

FINANCIAL IMPACT: All costs of easement acquisition have been paid by Community Unit School District No. 5.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Douglas G. Grovesteen
Director of Engineering

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

EASEMENT FOR SANITARY SEWER

THIS INDENTURE WITNESSETH, that the Grantor, State Farm Mutual Automobile Insurance Company, of the City of Bloomington, County of McLean and State of Illinois for and in the consideration of the sum of Ten Dollars and no/100 (\$10.00) and other Good and Valuable Consideration in hand paid, grants, conveys and quitclaims to Grantee, City of Bloomington, Illinois, a Municipal Corporation of the City of Bloomington, County of McLean and State of Illinois, the following:

Permanent Sanitary Sewer Easement

in and over the following described real estate to-wit:

The 15' wide permanent sanitary sewer easement depicted and described on the attached sanitary sewer easement plat – State Farm property, Bloomington, Illinois, dated 11-05-08 and prepared by the Farnsworth Group, attached as Exhibit A

TAX I.D. # a part of 21-14-451-010

situated in the County of McLean and State of Illinois, for the following purposes:

Constructing, operating and maintaining a public sanitary sewer; and

A Temporary Easement for Working Purposes Only During construction

in and over the following described real estate, to-wit:

A strip of land 30 feet in width lying north of and adjacent to said permanent easement bounded on the west by a line perpendicular to said centerline and bounded on the east by said East Line of the Southwest Quarter of the Southeast Quarter

The Temporary Easement shall expire and be of no continuing force or effect whatsoever on the first of the following:

1) acceptance for maintenance by the City of Bloomington, Illinois of any sewer installed in the permanent easement granted by this easement;

2) December 31, 2014.

Grantee shall defend, indemnify and hold harmless Grantor, including any of the Grantor's successors, agents, and assigns, of and from any liability for damages or claims arising in the operation or activities of the Grantee or its agents herein, provided Grantor, its successors, assigns or agents, is without fault as to the cause of the said damages or claims.

All work is to be done in a good and workmanlike manner and the surface of the ground restored to substantially the same condition as existed prior to excavation.

Grantor retains the right to use and improve the surface of the property in which this easement exists for such purposes as roads, drives and parking lots but relinquishes the right to use the surface for permanent structural improvements, such as houses, garages, barn, etc. which because of their weight, size or volume might impair the structural integrity of improvements in the easement or make maintenance, repair or replacement of improvements in the easement significantly more difficult and expensive.

Dated this 19th day of November, 2008.

State Farm Mutual Automobile Insurance Company

Michael A. Jones
Vice President, Administrative Services

ATTEST:

Gina L. Cunningham
Assistant Secretary

CORPORATE NOTARY

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, do hereby certify that Michael A. Jones, personally known to me to be the Vice President of State Farm Mutual Automobile Insurance Company, and Gina Cunningham personally known to me to be the Assistant Secretary of said corporation whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as said Michael A. Jones and Gina L. Cunningham of said corporation, they signed and caused the seal of said corporation to be affixed thereto,(if the corporation uses a corporate seal) pursuant to authority given by the Board of Directors of said corporation and as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 2008.

July M. Fike
Notary Public

My commission expires: November 5, 2009

(RECORDED DOCUMENT NO. 2009 - 00007075)

(SANITARY SEWER PLAT ON FILE IN McLEAN COUNTY RECORDER OF DEEDS OFFICE)

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Easement be accepted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Warranty Deed for Hershey Road Right of Way from Hershey Grove, LLC

RECOMMENDATION: That the Warranty Deed be accepted.

BACKGROUND: The City has received a warranty deed from Frank Miles, acting as the attorney for Community Unit School District No. 5, McLean and Woodford Counties, which grants a fifty foot (50') wide right of way for future Hershey Road from Hershey Grove LLC, an Illinois Limited Liability Company to the City of Bloomington. This is a portion of the east half of the right of way which would allow the extension of Hershey Road from its existing southern terminus at Hamilton Road southerly towards Morrissey Avenue (US Route 150). The right of way is necessary to allow for the construction of a water main and other utilities to serve the planned Unit 5 middle school at 2901 Morrissey Drive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Unit School District No. 5.

FINANCIAL IMPACT: All costs of easement acquisition have been paid by Community Unit School District No. 5.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Douglas G. Grovesteen
Director of Engineering

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, Hershey Grove, LLC, an Illinois Limited Liability Company, of the City of Bloomington, County of McLean and State of Illinois for and in the consideration of the sum of Ten Dollars and no/100 (\$10.00) and other Good and Valuable Consideration in hand paid, conveys and warrants to Grantee, City of Bloomington, Illinois, a Municipal Corporation, of the City of Bloomington, County of McLean and State of Illinois, the following described real estate, to-wit:

A part of the Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at a stone which marks the Southwest Corner of the Northwest Quarter of said Section 13. From said Point of Beginning, thence east 50.73 feet along the South Line of said Northwest Quarter; thence north 622.10 feet along a line which forms an angle to the right of 91°-26'-42" with the

last described course to the South Right of way Line of the Norfolk South Railroad (formerly the L.B.&M. Railway Company) lying 25 feet radially distant south of the centerline of said Railroad; thence westerly 49.48 feet along said South Right of way Line being the arc of a curve concave to the south with a radius of 5,691.95 feet and the 49.48 foot chord of said arc forms an angle to the right of 86°-39'-09" with the last described course to a point on the West Line of said Northwest Quarter; thence south 620.49 feet along said West Line which forms an angle to the right of 93°-28'-10" with the last described chord to the Point of Beginning, containing 0.71 acre, more or less.

TAX I.D. # Part of 21-13-100-003

situated in the County of McLean and State of Illinois. The Grantee(s) assume(s) and agree(s) to pay the 2008 and subsequent years real estate taxes and take(s) title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record.

Dated this 17th day of November, 2008.

Hershey Grove, LLC

Stephen W. Snyder
Manager/Member

NOTARY

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Stephen W. Snyder, who is personally known to me to be a Manager of Hershey Grove, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Manager of the LLC, he/she signed, sealed and delivered the said instrument pursuant to authority given by the Board of Directors of the LLC and as their free and voluntary act and as the free and voluntary act of said Manager, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of November, 2008.

Julie L. Baird
Notary Public

My commission expires: July 11, 2011

(RECORDED DOCUMENT NO. 2009 - 00007076)

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Easement be accepted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement to Reconvey Property not needed for Permanent Utility Easement to Foreman Trust

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

BACKGROUND: The Council has other matters before it tonight relating to the annexation of property owned by the Foreman Trust and acceptance of an Easement for General Utility Purposes granted by the Foreman Trust to the City. The water pipe which will be installed in this easement will supply water to a middle school proposed by Unit 5. The Foreman Trust has requested once the utilities are installed, property not needed for the permanent easement be vacated (thirty-five feet on each side of the easement, for a total of 70 feet). Craig Cummings, Director of Water, has stated that vacating that portion of the easement will not be a problem once the water pipe is installed.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

**AGREEMENT TO RECONVEY REAL PROPERTY NOT
NEEDED FOR PERMANENT EASEMENT**

Whereas, Deborah D. Foreman, as Trustee of the Deborah D. Foreman Revocable Trust, Dated September 29, 1994, through an instrument titled an "Easement for General Utility Purposes" dated February 17th, 2009, (hereafter "Foreman Trust Easement") conveyed an easement to the City of Bloomington, conditioned on a request that the City of Bloomington vacate seventy (70) feet of said easement thirty-five feet (35') on each side of said easement when the utilities permitted by said easement have been installed.

The City of Bloomington hereby agrees that upon the installation of the utilities permitted by the Foreman Trust Easement, a total of seventy feet (70') thirty-five feet (35') on each side of the easement shall be vacated by the City of Bloomington.

Dated this 23rd day of February, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell questioned if there were any stipulations which would apply to the road. Mr. Grovesteen stated that a width of 100' made it easier to build. However, a 30' width was large enough for water main installation and maintenance. There was no stipulation regarding the road. This land may be subject to future agreements.

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

Subject: Code of Conduct for Elected Officials

RECOMMENDATION: That the Code of Conduct be adopted.

BACKGROUND: Alderman Fruin has requested that a Code of Conduct be adopted by the City Council. The staff takes no position on this matter.

This item appeared on the Council's January 23, 2009 Meeting Agenda. It was laid over until the February 23, 2009 meeting.

This item was the subject of a Work Session which was held on February 10, 2009. Each point contained within the Code of Conduct which appeared on the Council's January 23, 2009 Agenda was numbered. Alderman Fruin has requested that the items numbered 4 and 8 be deleted. He also requested that the signature lines be removed. Finally, he requested that the following language be added as the last item listed:

This voluntary Code of Conduct is also intended for future City Council members to help them better understand their elected position. The above guidelines do not prohibit the acceptance of political campaign donations within existing State of Illinois law, nor do any of these statements restrict the freedom of speech in any form.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

To: Honorable Mayor Stockton and Council Members

From: Honorable Jim Fruin, Alderman Ward 9

Date: January 21, 2009

Re: Code of Conduct

The attached Code of Conduct document has been a long time coming, after initial comments to the entire City Council last June 18, 2008. Thanks to each of you who have offered your very helpful comments along the way. This document is a product of your input as well as personal research of existing Code of Conduct documents that are in place for other governmental units across the country.

When first presented to the Council for consideration, it was communicated that “We all continue to read periodic reports of un-ethical behavior of elected officials at all levels, some business related, some personal related, and even people violating duties of their elected position. That’s too bad, and it leaves an image of disappointment to the public who elect and trust elected officials.” The genesis of this initiative simply comes from the all too frequent media reports of unethical conduct of elected officials across the country. The intent in creating this document has been to be pro-active in implementing a Code of Conduct for the City of Bloomington, before a possible future event would require us to do so.

On August 26, 2008, hard copies of three existing Code of Conduct documents from other government bodies were distributed to all Council members.

The distribution was followed by discussion in a September 8, 2008 City Council meeting asking for Council input toward a document that would assist Council members in understanding our roles in the community and our interactions with one another. Follow-up comments of encouragement prompted September 15 and September 21 communications asking the Council to share additional thoughts and ideas.

On December 3, 2008, based on input and suggestions from the Council, and the templates of other adopted Code of Conduct documents, a recommended document was distributed to the Council. It was mentioned that while it would be difficult for 10 people to all agree on exact wording, it was hopeful that as a Council we could come together in a unified way, and have a consensus agreement.

During December, additional Council input continued to be received and thus the initial Code of Conduct draft was further revised and a second proposal was mailed to each Council member on January 2, 2009. Of the responses received, several Council members indicated a comfort level and acceptance with this second draft, while two individuals asked for still a couple of very minor edits, which have now been incorporated into this document.

Thank you again for your collective support and encouragement along the way and I hope each individual Council member will provide a positive vote of approval in the best interest of the public we serve, as well as for the elected officials that follow us in the years ahead.

Code of Conduct (Revised)

- Council members should support the right of every citizen to full and equal participation in the democratic process within the City of Bloomington.
- Council members should work for the common good of all citizens within the City of Bloomington.

- Council members should strive to treat all issues raised before them in a fair and equitable manner.
- Council decisions should be fair, objective, made in public, and fully communicated.
- Council members should fully participate in City Council meetings and other public forums while demonstrating respect and courtesy to others, practicing civility and decorum in discussions and debate, listening courteously and attentively, and engaging in effective communication.
- Council members should act in an efficient manner, making decisions and recommendations based upon research and facts.
- Council members shall respect and preserve the confidentiality of information provided to them concerning confidential matters of the City, and refrain from disclosing any information received confidentially without proper legal authorization. Confidential information should not be used to advance the personal, financial, or private interests of themselves or others.
- Council members should only use their title when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether they are exceeding or appearing to exceed their authority.
- Council members should respect established channels of communication with City staff, treat staff members professionally, and should not attempt to pressure or influence discussions, recommendations, work schedules or department priorities without the consensus direction of the City Council. Council members should not participate in the meetings of advisory boards and commissions with regard to matters that will come before the City Council.
- To the best of their ability, Council members should represent the official policies and positions of the City Council. In unofficial settings, Council members should be clear in representing to the public, other agencies and the media whether their comments or statements represent the official City position or a personal viewpoint.
- Council members should always keep in mind in their discussions and decision making that their responsibility is to plan not just for the present time, but with the focused view and commitment on the long-term quality of life for all neighborhoods in the entire community.
- This voluntary Code of Conduct is also intended for future City Council members to help them better understand their elected position. The above guidelines do not prohibit the acceptance of political campaign donations within existing State of Illinois law, nor do any of these statements restrict the freedom of speech in any form.

Alderman Fruin noted the discussions regarding this Code of Conduct started eight (8) months ago. The issue had received attention over the last month. This was the fourth (4th) draft. Some bullet points and the signature lines were deleted. One more bullet point was added.

The Code of Conduct had been developed through the Council's suggestions and research regarding other municipalities. There was no staff time invested in this process.

The intention of the Code of Conduct was to provide guiding principles for the Council. It should outline roles and responsibilities as well as demonstrate intentions. The Council should have clear, unified intentions.

There were other priorities in front of the Council. He had spoken with other Council members and believed it was not the appropriate time for this issue. He suggested a motion to postpone indefinitely. It should be held until the Council has the opportunity to discuss this collectively, possibly with a facilitator or in a retreat setting. It was necessary for all of the Council members to be in agreement. The City was larger than any one (1) Ward. This was important for the group.

The appropriate motion at this time was to postpone indefinitely. He hoped in the future, a discussion could find common ground and a unanimous vote.

Mayor Stockton reiterated that this item would not have a set date to return before Council. Any Council member could initiate the discussion by placing this issue back onto the agenda.

Alderman Gibson stated he was against the Code of Conduct. He acknowledged there had been time spent on it but it would be best to drop the issue.

Alderman Hanson thanked Alderman Fruin for his work on this issue. He believed Alderman Fruin had listened and compromised. He had the Council's best interest at heart. The goal for a Code of Conduct was to have a unanimous vote. This was not the appropriate time.

Mayor Stockton reminded the Council that this issue could be brought up again.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the Code of Conduct be postponed indefinitely.

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

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

Nays: Alderman Gibson.

Motion carried.

Alderman Fruin thanked the Council members who responded and provided input to the Code of Conduct. It would be discussed in the future.

The following was presented:

Discussion of Federal Economic Recovery Program – Project List.

Mayor Stockton introduced this item. He cited David Hales', City Manager, efforts to address the long list of capital projects which included water, sewer, and transportation. Those selected were at the top of the list. At this time, the City did not know how much the state would allocate to local government. It appeared that water and sewer projects would be eligible for zero percent, (0%), loans. Forgiveness of principal was unknown at this time. City projects must meet the criteria set by the federal and/or state government.

Doug Grovesteen, Director of Engineering, addressed the Council. He presented capital projects which addressed transportation and/or sewers. The Council would consider concurring with staff's recommendation or changing the City's priorities. The guidelines for each project would be different. City staff was seeking Council support.

Alderman Sage expressed his belief that there was not an overall number one (1) project. Mr. Grovesteen stated that there were pockets of funding. It was unknown if there would be any funds available for parks. Funds would come through various state agencies. Transportation dollars would come in two (2) waves. The state planned to retain the first wave of federal dollars. It was anticipated that the second wave of federal dollars would make it to the local level. Federal dollars would be sent to Springfield and distributed via MPO, (Municipal Planning Organization). The MPO would determine which projects received funding. The TIP, (Transportation Improvement Plan), would be amended to reflect action taken by the MPO. Federal dollars would not come directly to the City. The City needed to prioritize its projects.

A figure of \$1 million had been rumored for the first year federal allotment. Projects selected must have FAU (Federal Aid Urban) approval. City staff had selected resurfacing projects, (Lincoln St. and Ireland Grove Rd.) and a traffic signal project, (College Ave./Hershey Rd.). These three (3) projects were ready, the City has the plans, they fit the budget, (range of prices), and were needed.

Mr. Hales added the information would be shared with the Council as soon as it becomes available. The City needed to have a list. He hoped that there would be an opportunity for additional review in the future.

Mr. Grovesteen addressed sewer projects. The Locust/Colton CSO, (Combined Sewer Overflow), Phase I had been selected. This large project was important. There were three (3) other projects on the list. The City would submit an application. There was a \$4

million revolving loan fund. The state would select the projects. The state viewed CSO projects as high priority.

Alderman Hanson noted that the City's budget was not complete at this time. He questioned if these items had been included in the City's 2009 – 2010 fiscal year budget. Mr. Hales stated that City staff was not ready to discuss the capital improvement budget at this time. He added that MFT, (Motor Fuel Tax), funds were available. Mr. Grovesteen noted that MFT dollars could be used.

Mr. Hales stated that the same list could be used for the state's Capital Program. The City had additional time to address this program. The goal was to place the City in a position to be in line to receive federal and state dollars. The Council was informed that the streets were rated. There was a PDR (Project Development Report) for East St. City staff looked for long stretches of street. IDOT, (Illinois Department of Transportation), would approve each project on an individual basis. City staff looked at streets which had been labeled as priority from the previous year.

Alderman Stearns questioned the widening of Lafayette St. Mr. Grovesteen noted that this PDR would take years to complete at a cost of over \$100,000. City staff had planned to use MFT dollars for this project. It was expensive and took years to complete a PDR. Tanner St. had been designed without a PDR.

The goal was a zero match. Mr. Hales expressed his hope that the Council would adopt the list. Mr. Grovesteen stressed that federal aid dollars must follow certain rules. A PDR was required. PDR's for resurfacing projects and traffic signals were easier to complete.

Alderman Sage expressed his opinion that the list seemed reasonable. Key streets had been targeted. Mr. Grovesteen reminded the Council that federal dollars must be spent on FAU streets, (arterials and collector streets).

Mayor Stockton expressed his opinion that Lincoln St. was a high priority. The City needed an additional east/west route.

Alderman Sage questioned if the number of projects, (three), was an appropriate number. Mr. Hales noted that the City could reserve the right to revisit the list.

Alderman Fruin questioned if the Town of Normal would share in the cost of the traffic signal project, (College Ave. and Hershey Rd.). Mr. Grovesteen noted all of the approaches to the intersection were within the City. Alderman Fruin expressed his opinion that the two (2) communities should work together on same.

Mr. Grovesteen readdressed the sewer projects. He expressed his hope that the City would eliminate two (2) phases of a multiphase CSO project. The cost estimate for Phase I was \$4 million. This project would also include water mains. Storm and sanitary sewers would be constructed. The creek was still there. There needed to be a place for storm

water. Projects would be fit to the available dollars. City staff had tried to determine strategically what was in the best interest of the City. The City should address CSO on a voluntary basis.

Mr. Hales reminded the Council that the key phrase was shovel ready projects. Mr. Grovesteen stated that the projects presented met this term.

Craig Cummings, Director of Water, addressed the Council. This was the priority list from the upcoming year's capitol improvement plan. Some of these projects had been designed, others were designed and had permits in place to begin.

The City was well known by the Illinois Environmental Protection Agency (IEPA) because of the number of applications the City had submitted throughout the years. Pre-applications had been submitted for all of the projects on the list. Staff was hoping the IEPA would reduce the City's existing loan interest rate from two and a half percent (2½%) to zero percent (0%).

The IEPA funds were usually applied first to locations which had violations. IEPA staff would then decide which other projects to fund. Mr. Cummings noted that the number of applications submitted by the City. He believed the City would be successful in receiving some funds.

The City self funded its capital projects. There was a master plan for the water plant. Certain things were on the list due to need. Many of those issues needed to be resolved quickly.

Mr. Cummings stated the federal government had a revolving loan program. He believed the state would receive approximately \$70 million. It was a revolving loan fund. The City would need to reapply each year. The City would have access to a larger pool of dollars. The Council needed to approve borrowing money.

Alderman Stearns questioned the separation of services between the City and the Town. Mr. Cummings responded that part of the projects were renewal of service lines and water mains.

The IEPA would have a webinar this week which would explain if meters were eligible for this funding. Staff was unsure if the service line grant program would be eligible.

Mr. Hales stated that due to federal guidelines, grant money could not be used for parks or zoos. He introduced Dean Kohn, Director of Parks and Recreation. Mr. Kohn addressed the Council. The Parks and Recreation Department had one (1) project which would fall into the transportation guidelines. That would be an expansion of the Constitution Trail on the City's south side. This project was engineered, shovel ready and waiting for the funding.

There was also a greywater project. This would be part of the revolving loan fund. It would include using Miller Park as a reservoir and taking Highland Golf Course off City water.

Other projects include Gaelic Park. Staff hoped to offset some of the City's \$600,000 cost for updates to the park. It was hoped that a building renovation project at the zoo would be paid for with energy dollars.

Staff had submitted an OSLAD (Open Space Land Area Development) grant request in the amount of \$400,000 for Eagleview South Subdivision's park. The state had not responded yet. The land for the park was purchased with dollars received from the state. It was hoped that this project was high on the state's list for completion.

Grant applications had also been submitted for the Grove Subdivision. This complied with the annexation agreement which mandated that the City apply for any available grants.

Alderman Schmidt questioned if these dollars were only available for new parks. Mr. Kohn was unsure.

Alderman Sage questioned if there had been any discussion regarding privatizing the golf courses, thereby taking the greywater issue off of this list. Mr. Kohn responded that was dependent upon if the golf courses were purchased outright or contracted out.

Alderman Sage expressed his concern at the lack of projects to the west of Veterans Parkway. Mr. Kohn stated the reason the Grove Subdivision was on the list was for the City to comply with the annexation agreement. A stipulation for these grants was to have projects which were shovel ready. The east side had more of these projects. Alderman Sage stated that other park lands could have been planned long ago.

Alderman Stearns concurred. She stated that Franklin Park had been in the works for the last five (5) years. She questioned why it was not listed.

Mr. Kohn stated this project was reduced to sidewalks and included in the City's capital improvement plan. If the Council would submit project ideas to him, he would look into them. The stipulation was that they be shovel ready. Mayor Stockton reminded the Council that not all of the money was being spent on the east side. The west side had recently seen a \$1 million improvement at Miller Park and the skate board park at O'Neil Park.

Alderman Sage reiterated his concern regarding the lack of projects west of Veterans Parkway. Alderman Hanson stated it had been prior Council's philosophy to add parklands to new subdivisions. The City had grown east.

Mayor Stockton noted the number of projects was the same for both east and west. The dollar amounts for these projects were not the same. He suggested that the Council

add Franklin Park to the recommendations in order to provide a balance. Mr. Hales stated staff would look into what had been presented and suggested. They would come back with information for the shovel ready projects.

Alderman Purcell questioned if receiving federal money would free up some of the City's funds to pursue other projects. Mr. Hales responded affirmatively. He was hopeful.

Alderman Fruin questioned the final cost of renovating Holiday Pool. Mr. Kohn responded \$2.1 million. Alderman Fruin questioned when the Council would receive information regarding the City's park study. Mr. Kohn hoped to have the plan to the Council within the next sixty to ninety (60 - 90) days. Alderman Fruin noted pools were not centralized. He believed an outside opinion, (from the park study), of the City's deficiencies within the parks, should help to guide the Council going forward.

Motion by Alderman Purcell, seconded by Alderman Schmidt to suspend the rules to allow someone to speak.

Motion carried.

Todd Sage, #1 Roundhouse Dr., Agrail Manager, addressed the Council. He referred to the Union Pacific bridge which ran above West Market Street. There was concern regarding the longevity and age of the bridge. It was past its life expectancy. Pieces have fallen from the bridge onto Market Street. This posed economic and safety concern. Agrail would like to work with the City to encourage the Union Pacific to update the bridge.

Mayor Stockton questioned if this bridge was being used by Amtrak as well. Mr. Sage responded affirmatively. Alderman Schmidt appreciated the information. She questioned if this bridge might be used for the high speed rail and if so, she believed there should be money available.

Mr. Hales reiterated this could be a hazard. The City had no jurisdiction over the bridge. Union Pacific and the Federal Railroad Administration have the authority. The City had requested a copy of Union Pacific's safety inspection. The information would be shared with the Council. Thus far, there had been no response. Mayor Stockton suggested that the City make a formal inquiry. Alderman Schmidt questioned if this was an issue that the US Congresswoman Debbie Halvorsen could help with. It would need to be considered.

Mr. Sage noted the weight limit on the bridge. Agrail could not completely fill the box cars. They had to use more cars due to the weight limit.

Motion by Alderman Fruin, seconded by Alderman Schmidt to return to order.

Motion carried.

David Hales, City Manager, noted that any earmarked requests were too late for this years House of Representatives session. The Senate's deadline was March 1, 2010. He requested the Council send ideas and suggestions to him for future capital projects.

Motion by Alderman Hanson, seconded by Alderman Sage to suspend the rules to allow someone to speak.

Motion carried.

Christina Rogers, Congresswoman Halvorsen's Regional Director, addressed the Council. There were two (2) projects available for the City. One was the History Museum and the other was the Downs Water Main Project. The City needed to discuss priorities for the following year. The deadline for this year had passed.

Mayor Stockton noted the City may be able to coordinate with the One Voice Project.

Motion by Alderman Fruin, seconded by Alderman Schmidt to return to order.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton stated there would be a Living Wage Public Hearing on March 9, 2009. This was based on the response to the referendum regarding the living wage. It would allow public input. The Council had a Work Session in December, 2008. It had not received any outside input at that time. There were budget concerns for the City regarding this issue.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, stated the information the Council had requested regarding the state's sales tax was available.

Staff had revised the format for the Council memorandums. He requested feedback regarding same. Staff had a target to distribute packets to the Council one (1) week in advance of the meeting.

Invitations to ward and neighborhood meetings were appreciated.

ALDERMEN'S DISCUSSION: Alderman Gibson stated the Living Wage was misnamed. It should be called minimum wage. It would cost the City a lot during this tough budget time. There was no need for a public hearing because there had not been much of a public outcry regarding the issue.

Alderman Huette was glad the issue of the living wage was moving forward. There had been over three (3) months of public input regarding the issue. It should be placed on the March 9, 2009 Council Agenda with the same language as what was on the ballot. Mayor Stockton questioned what specifically he wanted the Council to vote on. There could be different ways for the Council to vote on this issue: 1.) should the issue be a

budget item; 2.) vote on an Ordinance; or 3.) vote on the referendum. He suggested Alderman Huette contact himself and Mr. Hales to help determine what the Council should vote on.

Alderman Schmidt noted the last time this issue was presented to the Council, it came in the form of an Ordinance. Mayor Stockton welcomed discussion.

Alderman Stearns thanked Mr. Hales for his attendance at ward meetings. She believed the citizens at the meetings were glad the City Manager had attended.

She referenced a noise ordinance in place in Decatur. She had discussions with a Decatur Police Officer. He stated their ordinance had greatly effected noise. It also generated additional income for the city and was relatively easy to enforce. She would continue to pursue this issue. It pertained to quality of life in the City.

Alderman Purcell also thanked Mr. Hales for attending ward meetings. He thanked the Fire Department for their quick response to an arson fire at Bent School. Only one classroom had been damaged. He expressed his appreciation to the Public Service Department for the hard work filling the potholes throughout the City.

Alderman Fruin would be absent from the Council's March 9, 2009 meeting due to vacation. He encouraged Mr. Hales to utilize Mondays for meetings. He appreciated advance scheduling.

Alderman Sage thanked the Public Service Department for their work repairing potholes.

Alderman Hanson thanked Christina Rogers for her attendance and information. He believed it was important for the Council to be briefed on the stimulus package. It was new to everyone. Updates were appreciated and helpful to discussions and decision making.

He also thanked Agrail for the information. It was important for the Council to stay in the loop about such things. He appreciated their attendance.

Alderman Finnegan stated his opposition to the living wage. It should be put on the Council Agenda. The Council needed to vote it up or down. It would affect the entire City. He was strongly opposed to further involvement in the living wage issue.

Motion by Alderman Purcell, seconded by Alderman Fruin to adjourned. Time: 10:15 p.m.

Motion carried.

Tracey Covert, City Clerk