

**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, November 24, 2008.

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, Jim Fruin and Mayor Stephen F. Stockton.

Alderman Absent: Karen Schmidt.

Deputy City Manager Barb Adkins, City Clerk Tracey Covert, and Deputy Corporate Counsel Hannah Eisner were also present.

Staff Absent: Tom Hamilton, City Manager, and Todd Greenburg, Corporate Counsel.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Proceedings of March 13, 2006

The Council Proceedings of March 13, 2006 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that the reading of the minutes of the previous Council Proceedings of March 13, 2006 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bills and Payroll

The following list of bills and payrolls have been furnished to you in advance of this meeting. After examination I find them to be correct and, therefore, recommend their payment.

Respectfully,

Barbara J. Adkins
Deputy City Manager

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The sixth partial payment to Peace Meal in the amount of \$625 on a contract amount of \$7,500 of which \$3,750 will have been paid to date for work certified as 50% complete for the John M. Scott Home Delivered Meals. Completion date – April 2009.
2. The sixth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$12,492 will have been paid to date for work certified as 50% complete for the Peace Meal. Completion date – May 2009.
3. The twenty-seventh 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 \$179,999.82 will have been paid to date for work certified as 45% complete for the McLean County Economic Development. Completion date – August 2011.
4. The fifth partial payment to the Pantagraph in the amount of \$9,603.08 on a contract amount of \$40,097.92 of which \$24,182.04 will have been paid to date for work certified as 60% complete for the 2008-2009 Seasonal Advertising Services. Completion date – April 2009.
5. The sixth partial payment to Teska Associates, Inc. in the amount of \$1,087.50 on a contract amount of \$49,650 of which \$48,482.50 will have been paid to date for work certified as 98% complete for the Teska Westside Redevelopment Planning. Completion date – April 2009.
6. The fifth partial payment to 3 D Design Studio in the amount of \$2,445.39 on a contract amount of \$39,625 of which \$15,650 will have been paid to date for work certified as 39% complete for the Comprehensive Park & Recreation Plan. Completion date – October 2008.
7. The third partial payment to Stark Excavating, Inc. in the amount of \$216,360 on a contract amount of \$2,546,249.65 of which \$414,576 will have been paid to date for work certified as 16% complete for the McGraw Park – Phase II – General Construction. Completion date – July 2009.
8. The sixth partial payment to JG Stewart Contractors in the amount of \$6,511.17 on a contract amount of \$200,000 of which \$133,448.26 will have been paid to date for work certified as 67% complete for the 2008-2009 Sidewalk Replacement and Handicap Ramp Program. Completion date – November 2008.
9. The sixth partial payment to Rowe Construction Co. in the amount of \$104,445.80 on a contract amount of \$642,463.59 of which \$537,597.71 will have been paid to date for work certified as 84% complete for the 2008 Curb and Gutter Improvements. Completion date – December 2008.

10. The sixth partial payment to Testing Services Corporation in the amount of \$2,683.13 on a per ton and hour contract of which \$20,054.63 will have been paid to date for work certified as ongoing for the 2008-2009 Asphalt & Portland Concrete Plant Inspection & Laboratory Testing. Completion date – July 2009.
11. The nineteenth partial payment to Stark Excavating, Inc. in the amount of \$66,878.55 on a contract amount of \$1,925,274.55 of which \$1,814,329.63 will have been paid to date for work certified as 94% complete for the Morris Avenue – Miller to Fox Hill Apartments. Completion date – January 2009.
12. The nineteenth partial payment to Rowe Construction Co. in the amount of \$128,962.03 on a contract amount of \$2,940,450.76 of which \$2,888,022.52 will have been paid to date for work certified as 99% complete for the Mitsubishi Motorway – Six Points to Sugar Creek. Completion date – October 2008.
13. The second partial payment to Gildner Plumbing, Inc. in the amount of \$37,070 on a contract amount of \$116,421 of which \$58,400 will have been paid to date for work certified as 50% complete for the 2007-2008 Detention Basin Improvements. Completion date – May 2009.
14. The thirty-second partial payment to Farnsworth Group in the amount of \$1,089 on a contract amount of \$384,300 of which \$376,108.12 will have been paid to date for work certified as 98% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – November 2008.
15. The first partial payment to Farr Associates in the amount of \$4,538.04 on a contract amount of \$56,910 of which \$4,538.04 will have been paid to date for work certified as 8% complete for the Form Based Code – Main Street Corridor. Completion date – May 2009.

All of the above described payments are for planned and budgeted items previously approved by the City Council. I recommend that the payments be approved.

Respectfully,

Tom Hamilton
City Manager

Alderman Finnegan questioned Payment 6. The fifth partial payment to 3 D Design Studio in the amount of \$2,445.39 on a contract amount of \$39,625 of which \$15,650 will have been paid to date for work certified as 39% complete for the Comprehensive Park & Recreation Plan. Completion date – October 2008. Dean Kohn, Parks and Recreation Director, addressed the Council. This contract was for the Parks and Recreation Department's Comprehensive Plan.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of October, 2008

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

The Audit of these accounts took place on Monday, November 24, 2008 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

Respectfully,

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Purcell that the audit of the bills and payrolls for the Township for the month of October, 2008 be made a matter of record.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Reports

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

1. Monthly Receipt & Expenditure Report, October 2008.
2. Police Pension Fund for the Year Ended April 30, 2008.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Purcell that the reports be received and placed on file.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council
From: Stephen Stockton, Mayor
Subject: Appointment(s) and Reappointment(s) to Various Boards and Commissions

I ask that you concur with the following appointments:

Human Relations Commission:

Radha Gulati, 2806 Hubbard Ln. She is replacing Neal Shah. Her term will expire April 30, 2011.

Respectfully,

Stephen F. Stockton
Mayor

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order for Main Branch Kickapoo Creek Force Main

This project, which consisted of the construction of parallel twelve inch (12”) and sixteen (16”) inch diameter pressure sanitary sewers (force mains) along the north side of Ireland Grove Road and the east side of Towanda Barnes Road to the Main Branch Kickapoo Creek Pump Station, has been completed.

One item was encountered which resulted in additional costs. The original contract included an estimated one hundred feet (100’) of field tile replacement. Based on the information provided at the time of the original contract, staff made a best estimate of how much field tile would be encountered. The actual quantity encountered during the construction of this project was 1,250 feet. The additional cost to replace this additional quantity of field tile was \$12,298.36.

Original Contract	\$1,114,445.00
This Change Order	<u>12,298.36</u>
Completed Contract	\$1,126,743.36

Staff respectfully recommends that Council approve this Change Order to George Gildner, Inc. in the amount of \$12,298.36 for the Main Branch Kickapoo Creek Force Mains for the extra work completed with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 76

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$12,298.36 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND GEORGE GILDNER, INC. FOR MAIN BRANCH
KICKAPOO CREEK FORCE MAIN**

WHEREAS, the City of Bloomington has previously entered into a contract with George Gildner, Inc. for the Main Branch Kickapoo Creek Force Main; and

WHEREAS, for the reasons set forth in a staff report dated November 24, 2008 it was necessary to install 1,250 feet of field tile; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the November 24, 2008 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 \$1,298.36 in the contract between the City of Bloomington and George Gildner, Inc. for the Main Branch Kickapoo Creek Force Main be approved.

ADOPTED this 24th day of November, 2008.

APPROVED this 25th day of November, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell requested a further explanation for field tile. Doug Grovesteen, Director of Engineering, addressed the Council. Field tile was the same as drain tile. These were clay tiles that needed to be replaced. The staff initially requested one hundred feet (100') of tile in order to obtain a unit price.

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Change Order in the amount of \$12,298.36 be approved, and the Resolution adopted

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proposed Water Main Extension Agreement from Robert Blessing for Property Located at 114 Constantine St. in McLean County

Robert Blessing, property owner of 114 Constantine St. in McLean County (Tax ID 21-06-179-016) has requested permission to tap on to the City's water main to serve his property. Currently, the property is outside the City's Corporate Limits. Mr. Blessing has signed a Water Main Extension Agreement wherein the property can be annexed to the City whenever the City so requests. The required one-third (1/3) tap on fee due for this property has been paid to date.

As all items are in order, staff respectfully recommends that Council approve a Water Main Extension Agreement with Robert Blessing, property owner of 114 Constantine St. in McLean County (Tax ID 21-06-179-016).

Respectfully,

Douglas G. Grovesteen, Director of Engineering

Tom Hamilton, City Manager

WATER & PROPOSED WATER MAIN EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 24th day of November, 2008, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and, Robert Blessing, owners of the real property hereinafter described and hereinafter called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 120 feet of water main to be extended along the street(s) and highway (s) known as Constantine Street for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

Lot 2 of Blessing Subdivision in McLean County
PIN# 21-06-179-016 a/k/a 114 Constantine Street; Bloomington, IL 61704

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER's contribution is \$3,150.00 payable in advance, or the CUSTOMER agrees that he may pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Robert Blessing are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days

Given under my hand and notarial seal this 6th day of Nov, 2008, A.D.

Vellon Hale
(Notary Public)
My Commission Expires
10-26-2010

ATTEST:

CITY OF BLOOMINGTON

Tracey Covert
City Clerk

Stephen Stockton
Mayor

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Water Main Extension 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Intergovernmental Agreement between the City, County of McLean, and Town of Normal, Regulating Use of the Police Range Facility

In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen (14) miles east of Bloomington on IL Route 9.

An intergovernmental agreement was signed in September, 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal and the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current intergovernmental agreement expired on June 30, 2008. A new agreement is being proposed. The rate is \$7,750 per year, per agency, payable on January 1st of each year and represents payment for use from previous July 1 to current year June. Fees will increase three percent (3%) each July 1st, starting 2009, and payable January 2010. This is a three (3) year agreement.

Staff respectfully requests that Council approve this intergovernmental agreement and authorize the Mayor and the City Clerk to execute the necessary documents.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
THE COUNTY OF MCLEAN AND THE TOWN OF NORMAL REGULATING THE
USE BY THE COUNTY OF MCLEAN AND THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY OF THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington, the County of McLean, and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board, the Board of Trustees of the Town of Normal, and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency / Agencies”: The Town of Normal and the County of McLean Police Agencies.

“Chief”: The City of Bloomington Chief of Police or his designee.

“Facility”: The City of Bloomington Police Shooting Range

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

Agencies will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. Each agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agencies for their review. Each agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should an agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by either agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for each agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

Each agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agencies understand and agree that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

Agencies shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

Each agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

Agencies using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

Each agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for each agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible of such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the other agencies in preparing the shooting ranges for annual use. All three agencies agree to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES / BILLING

Each agency will pay the City of Bloomington an annual fee of seven thousand seven hundred and fifty dollars (\$7,750.00) for use of the facility for 2008-2009. This fee shall be paid on January 1st of each year and shall represent payment for use from previous July 1 to current year June. The fee shall be the same regardless of the number of times the agency uses the facility

during the year. Fees will increase three percent (3%) each July 1st, starting 2009, payable January 2010.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of July 1st. However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with concrete, pour a concrete pad for a future “entry house”, and increase the size of the rifle range, if feasible. If an agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, that agency may receive a reduction in the annual fee, but only under the following conditions: There shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If any agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. An agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties to this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party’s own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker’s Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty days notice of such intention to the other parties to this Agreement before June 1st of any year effective July 1st of that year.

IX. TERM

This Agreement shall remain in full force and effect for a period of three (3) years, beginning on July 1, 2008 and terminating on June 30, 2011. First payment is due January 1, 2009.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

October 21, 2008

County of McLean

By: Matt Sorenson, Board Chairman

By: Mike Emery, Sheriff

ATTEST:

Peggy Ann Melton, County Clerk

November 25, 2008

City of Bloomington

By: Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

November 24, 2008

Town of Normal

By: Christopher Koos, Mayor

ATTEST:

Wendellyn J. Briggs, Town Clerk

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Intergovernmental 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Text Amendment to Chapter 17 – Fire Department Composition

Staff has prepared a proposed Text Amendment to Chapter 17, which in part describes the make-up of the Fire Department. The need for the change is the result of the redeployment of resources to accommodate the opening of two (2) new fire stations. The number of personnel does not change, only the distribution of numbers within ranks. The language also addresses the issue of the changing of ranks within appointed positions.

Staff respectfully recommends that the Ordinance be passed.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

ORDINANCE NO. 2008 - 75

**AN ORDINANCE AMENDING SECTION 1 OF CHAPTER 17 OF THE CITY CODE,
ESTABLISHING THE COMPOSITION OF THE FIRE DEPARTMENT**

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

SECTION ONE: That Section 1 of Chapter 17 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

(a) There is hereby established an executive department of the municipal government of the City of Bloomington which shall be known as the Fire Department. The Fire Department shall consist of the Fire Chief, who shall be Director of the Department; a Deputy Chief of Operations; a Deputy Chief of Administration; a Training Officer; a Public Education Officer; six (6) three (3) Assistant Chiefs; thirteen (13) eighteen (18) Captains; nine (9) Lieutenants; eighty-seven (87) Firefighters; and such civilian employees as may be provided for in the City budget from time to time by the City Council. ~~Included in such ranks are the Training Officer and the Public Education Officer. Nothing in this Section shall be interpreted as prohibiting an Assistant Chief from simultaneously serving in the capacity of a Deputy Chief, a Training Officer, or a Public Education Officer.~~ The Fire Chief, Deputy Chiefs, Training Officer and Public Education Officer shall maintain and be eligible to improve their commissioned ranks and these appointments will not affect the numbers and ranks of the remaining numbers of sworn members of the department.

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

SECTION THREE: The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION FOUR: This ordinance shall be effective as of the date of its passage and approval.

PASSED this 24th day of November, 2008.

APPROVED this 25th day of November, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Sage requested that this item be clarified. Keith Ranney, Fire Chief, addressed the Council. Chief Ranney explained the text amendment would revise the make up of the Fire Department to account for promotions and the new fire station. There were no new positions within this model. It streamlined the number of officers. With this change, employees would be able to improve their rank without affecting the numbers and force an amendment to the ordinance.

These changes had been presented to the Firefighters Union. It was agreed these changes would be effective May 1, 2008.

Alderman Stearns questioned the number of front line rigs within the Fire Department. There had been seven (7) and now there were six (6). She questioned the ability of the Fire Department to provide adequate service to the community. Chief Ranney explained the department would be able to provide better service with the change. The new deployment model would ensure full staffing for each rig at the separate stations. There would still be the same number of vehicles at a scene. Each rig would now have dedicated staff. This would provide better response times.

Alderman Purcell questioned what would happen if there were simultaneous fires. Chief Ranney responded there would be six (6) stations throughout the City. The locations of the fire stations would allow for better response time. This, too, was an improvement over current arrangements.

Alderman Fruin thanked Chief Ranney for the annual report. He believed the number of structural fires was declining due to the safety improvements throughout the community. Chief Ranney cited better response times.

Alderman Stearns reiterated her concern about the rig that was taken out of service. Chief Ranney noted the rig was not taken out of service, but placed into reserve status. The City maintained three (3) reserve fire companies. As rigs are replaced, the older ones are rotated into the reserve status.

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Revising Chapter 29, Traffic Code

On a periodic basis, the Engineering staff reviews the traffic control devices and parking regulations for city streets. The attached Ordinance makes various changes in Chapter 29 which permit the City to post signs making various changes in the traffic and parking regulations on city streets. It is the staff's recommendation that the Ordinance be passed.

Respectfully,

J. Todd Greenburg
Corporation Counsel

Doug Grovesteen
Director of Engineering

Tom Hamilton
City Manager

ORDINANCE NO. 2008 - 76

**AN ORDINANCE ADDING BLOOMINGTON CITY CODE CHAPTER 29
BY MAKING PERIODIC REVISIONS THERETO**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. Bloomington City Code Chapter 29, Section 87, under the heading Class II Truck Route shall be and the same is hereby amended by adding the following: (additions are indicating by underlining; deletions are indicated by strikeouts):

Beich – Fox Creek to Access
Fox Creek – Veterans to Beich

SECTION 2. Bloomington City Code Chapter 29, Section 142, under the heading Streets shall be and the same is hereby amended by deleting the following:

Mulberry – westbound – East to U.S. 51

SECTION 3. Bloomington City Code Chapter 29, Section 142, under the heading Streets shall be and the same is hereby amended by adding the following:

Tipton Park (counter clockwise) from Stone Mountain

SECTION 4. Bloomington City Code Chapter 29, Section 143, shall be and the same is hereby amended by adding the following:

Carrington, Rutherford to Fox Creek
Crooked Creek, Fox Creek to Carrington
Trinity, Empire to Cornelius

SECTION 5. Bloomington City Code Chapter 29, Section 144, shall be and the same is hereby amended by adding and correcting the following:

Cira (west) – ~~Empire~~ Trinity at Empire
Six Points at Fire House #5
Towanda Barnes - Oakland

SECTION 6. Bloomington City Code Chapter 29, Section 145(c) shall be and the same is hereby amended by adding the following:

Carrington Stops for Fox Creek
Crooked Creek Stops for Carrington
Crooked Creek Stops for Fox Creek
Trinity Stops for Cornelius

SECTION 7. Bloomington City Code Chapter 29, Section 145(d), shall be and the same is hereby amended by adding the following:

Bedeker Stops for Carrington
Emerald Crest Stops for Crooked Creek
Fiddlestix Stops for Crooked Creek
Flag Tree Stops for Crooked Creek
Gunderson Stops for Carrington
Lone Oak Stops for Carrington
Piney Run Stops for Carrington
Scarborough Stops for Carrington
Springdale Stops for Breezewood

SECTION 8. Bloomington City Code Chapter 29, Section 145(d), shall be and the same is hereby amended by deleting the following:

Crooked Creek Stops for Fox Creek

SECTION 9. Bloomington City Code Chapter 29, Section 149, shall be and the same is hereby amended by adding and correcting the following:

Gerig on the south side from Ekstam west to and including cul-de-sac
Haeffele on both sides Empire to Gerig
Park on the east side from ~~north line 90' south to 182' north~~ of University ~~northerly 182'~~
Park Place on west side of one way inset area between Martin Luther King and Parker
Szarek on the west side from Six Points to 100' south
Trinity on both sides Empire to Cornelius

SECTION 10. Bloomington City Code Chapter 29, Section 150, under the hearing 7 days a week – 3:00 a.m. – 5:00 a.m. shall be and the same is hereby amended by adding the following:

Center on both sides, Jefferson to Washington, (Tow Away Zone on Saturday & Sunday

SECTION 11. Bloomington City Code Chapter 29, Section 153(a) shall be and the same is hereby amended by adding the following:

Dawes on the south side in the first space east of Linden
Douglas on the south side in front of 819 E. Douglas
Jefferson on the north side in front of 818 ½ E. Jefferson
Jefferson on the south side from 4' to 24' east of the drive to 824 W. Jefferson
Main on the west side in the first diagonal space south of Mulberry

SECTION 12. Bloomington City Code Chapter 29, Section 153(a), shall be and the same is hereby amended by deleting the following:

Barker on the west side in front of 1211 S. Barker

Livingston on the west side from 45' to 65' south of the south line of Miller
Oak on the east side across from 1004 N. Oak

SECTION 13. Bloomington City Code Chapter 29, Section 156.5, shall be and the same is hereby amended by adding the following:

Six Points, 1200' west to 1000' east of Mitsubishi – 45 m.p.h.
Trinity, Empire to Cornelius – 35 m.p.h.

SECTION 14. Bloomington City Code Chapter 29, shall be and the same is hereby amended by removing the existing Exhibit B and replacing it with Exhibit B attached hereto.

SECTION 15. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 16. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 17. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 18. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 24th day of November, 2008.

APPROVED this 25th day of November, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Text Amendment to Chapter 29 - Sections 2, 86, 193 and 194 of the Bloomington City Code

Staff proposes to amend Chapter 29 to prohibit parking motor vehicles with antique license plates in any on-street or off-street public parking location and limit the number of cars that can be parked outside of a garage or carport in a residential area to four (4).

Section 193 of Chapter 29 contains the current restrictions on parking in on-street and off-street public parking places. Parking a vehicle for more than 24 hours in any on-street or off-street public parking location is prohibited and parking any vehicle that lacks current, legal registration in any on-street or off-street public parking location is prohibited at all times. The purpose of this section of the code is to prevent people from using the streets and public parking lots for storage of vehicles and keep the spaces available for the public for parking. The proposed amendment would add vehicles with antique license plates to those that can not be parked on the street at any time.

The vehicles bearing antique license plates have restrictions. They can only be driven for limited purposes, such as going to and from antique auto shows and demonstrations, and for servicing, which means they are typically parked for long periods of time. Although they would have to be moved under the twenty four (24) hour rule, it seems better to add them as a separate category. There are some owners who effectively store vehicles on the street by regularly shifting them from space to space to avoid the twenty-four (24) hour limitation. This text amendment would eliminate that practice.

Section 194 of Chapter 29 currently prohibits parking vehicles lacking current legal registration outside of a garage or enclosed structure in a residential area. There is no limit on the number of vehicles with current legal registration that can be parked outside of a garage. However, at some point, the number of cars parked on the property, regardless of whether they are currently licensed, detracts from the residential nature of a neighborhood. The proposed amendment would impose a four (4) car limit. This is the number of cars that could be parked end to end on the driveway of a house with a two (2) car garage. Assuming the garage is used for parking vehicles, this allows off-street parking for six (6) vehicles. This would accommodate families with multiple drivers and strike an appropriate balance between the need for off-street parking with the goal of limiting outdoor vehicle storage in residential areas.

Staff has prepared the proposed changes to Sections 193 and 194 and also amends section 2 and 86 (d) of Chapter 29. A definition of “inoperable vehicle” is being added to Section 2 and the language of Section 86(d) is being changed to properly describe the nature of the notice given. These are minor amendments more in the nature of technical corrections than substantive changes.

Staff believes the proposed amendments further the already established policies of preventing the storage of vehicles on the street and the use of property in residential areas in a manner incompatible with the zoning and respectfully recommends the Ordinance be passed.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2008 - 77

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 29

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Bloomington City Code Chapter 29, Section 86 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 2 VEHICLES, TRAFFIC, ETC. DEFINED.

(a) **Vehicle.** Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(b) **Motor Vehicle.** Every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires but not operated upon rails.

(c) **Commercial Vehicle.** Every second division vehicle, designed, equipped and used for carrying freight, goods, wares or merchandise and registered as such.

(d) **Authorized Emergency Vehicle.** Vehicles of the Fire Department, police vehicles and such ambulances and emergency vehicles of any governmental department or public service corporation as are designated or authorized by the Chief of Police.

(e) **Bicycle.** Every device propelled by human power upon which any person may ride, having two or more tandem wheels either of which is over 20 inches in diameter.

(f) **Motorcycle.** Every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including motor scooters and motor bicycles but excluding tractors.

(g) **Railroad.** A carrier of persons or property upon cars, other than streetcars, operated upon stationary rails.

(h) **Railroad Train.** A steam engine, electric or other motor, with or without cars couples thereto, operated upon rails, except street cars.

(i) **Traffic.** Pedestrians, ridden or herded animals, vehicles and other conveyances either singly or together while using any street for the purposes of travel.

(j) **Right-of-way.** The privilege of the immediate use of the roadway.

(k) **Stop.** When required means complete cessation of movement.

(l) Stop, Stopping or Standing. When prohibited means any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

(m) Park. When prohibited means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

(n) Official Time Standard. Whenever certain hours are named herein, they shall mean standard time or daylight savings time as may be in current use in this city.

(o) Inoperable vehicle shall mean any vehicle that is not in working order. "Working order" shall mean the vehicle is equipped and contains those parts in proper condition and adjustment necessary for its mechanical operation such that it will start without assistance, can be driven forward and backward and stop immediately upon applying the brakes and which is also is equipped and contains such lamps, brakes, mirrors, windshields and other equipment in proper conditions and adjustment as required by Chapter 12 of the Illinois Vehicle Code et seq. as now or hereafter amended.

SECTION 2. That Bloomington City Code Chapter 29, Section 86 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 86 NUISANCE VEHICLES.

It shall be unlawful to operate or park a nuisance vehicle on any street or other property owned by the City of Bloomington. A nuisance vehicle is defined as follows:

- (a) Any vehicle which emits dense smoke or such an amount of smoke or fumes as to endanger the safety of health of other persons or create a traffic hazard for other drivers, passengers, or pedestrians; or
- (b) Any vehicle which, by its general state of deterioration, poses an immediate threat to the public's health, safety and welfare, including but not limited to any vehicle which in its current state of disrepair causes any harmful materials, or substances to be deposited upon a City street such as glass, oil transmission fluid, brake fluid, or is on blocks, jacks, or otherwise poses an immediate threat to the public.
- (c) Any vehicle that contains garbage, rubbish or ashes that are required to be transported by a vehicle licensed pursuant to Article III of Chapter 21 (Refuse) of this Code but is unlicensed under Article III of Chapter 21; or
- (d) Any vehicle which is covered by a tarpaulin or other covering which obscures reflective devices.

- (e) Any vehicle having received a written notice of an impending tow ~~for violating any under sections 193, 194 or 194A of this Chapter 29, three (3) or more times within twelve (12) months.~~
- (f) Any vehicle parked over a curb stop after being noticed 24 hours in advance of the Water Department's need to access the curb stop.

SECTION 3. That Bloomington City Code Chapter 29, Section 193 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 193 TOWING AFTER PARKING FOR 24 HOURS FROM ON- STREET AND OFF-STREET PUBLIC PARKING AFTER 24 HOUR NOTICE

(a) All members of the City's Police Department are hereby granted authority to authorize the towing , removal and storage to a private garage or exterior place of safety of 1) any motor vehicle or trailer left for a period of 24 hours in any on-street or off-street public parking location or in any location in a lot or facility maintained or owned by the City; 2) any motor vehicle or trailer parked in any on-street or off-street public parking location or in any location in a lot or facility maintained or owned by the City that lacks current, legal registration; or 3) any motor vehicle or trailer parked in any on-street or off-street public parking location or in any location in a lot or facility maintained or owned by the City that is registered as an antique vehicle pursuant to 625 ILCS 5/3-804.

(b) Vehicles may be towed by any City employee or by any person or persons or corporation with which the City has a towing and/or storage agreement, provided that a written notice of the pending towing has been placed on the motor vehicle not less than 24 hours in advance of the towing removal and storage.

(c) Any motor vehicle or trailer for which a notice of tow is issued for the reasons stated in 2 or 3 of subsection (a) will be towed regardless of whether the vehicle has been moved from its original location as long as the reason for the tow still exists. Any such vehicle or trailer found in any on-street or off-street public parking location 24 hours after notice has been placed on the vehicle will be towed without additional notice.

SECTION 4. That Bloomington City Code Chapter 29, Section 194 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 194 TOWING— PARKING RESTRICTIONS ON PRIVATE PROPERTY UNLICENSED, UNREGISTERED OR INOPERABLE MOTOR VEHICLES.

(a) On any property in residential use or on any property zoned for residential use, all motor vehicles and trailers that lack current, legal registration, unlicensed or unregistered and/or uninspected motor vehicles or trailers and all inoperable motor vehicles and trailers must be parked in a garage or other fully enclosed structure meeting Code requirements ~~and all such~~

~~motor vehicles and trailers must be in a safe operating condition.~~ At no time shall any vehicle or trailer of any type undergo a disassembly of parts, commonly called stripping, or a major overhaul, including body work, on such property outside of a garage or other structure meeting Code requirements.

(b) On any property within an R1-A, R1-B, R1-C, R-2 or GAP 1,2,3, or 4 zoning district, there may be no more than four (4) operable motor vehicles or trailers with current, legal registration and one (1) camping or recreational vehicle parked outside of a garage or carport meeting Code requirements. All vehicles allowed to be parked on such property must be parked in a legal accessory off street parking space as provided in Chapter 44 -7-2 of the Bloomington City Code.

(c) On any property in business, commercial or industrial use or zoned for such use, ~~all unlicensed and unregistered and/or uninspected~~ any motor vehicles or trailers that lack current, legal registration must be parked in a garage or other structure meeting Code requirements unless the vehicle or trailer is able to be repaired to operate and is in the current process of being repaired at and by employee(s) or owner(s) of an automobile service business or an automobile new or used car dealer. At no time shall any vehicle of any type undergo a disassembly of parts, commonly called stripping or major overhaul, including body work, on such property outside of a garage or other structure meeting code requirements.

~~(e) No owner or occupant of any residentially zoned property in the City shall permit any motor vehicle or trailer of any type which is not in a safe operating condition to remain outside of a garage or other enclosure on the property for more than forty eight (48) hours.~~

(d) The City may apply to the court for an order giving it the authority to have any vehicle parked on private property in violation of subsections (a), (b) or (c) removed from such property and placed in storage at a private garage or exterior place of safety in addition to any other remedy provided for violations of this Chapter 29. All members of the Bloomington Police Department are hereby granted authority to authorize the towing, removal and storage by any City employee or by any person or persons or corporation with which the City has a towing and/or storage agreement of any motor vehicle or trailer which is in violation of subsections (a), (b) or (c) provided that a written notice of the pending towing has been served on the occupant of the real estate premises or posted on the motor vehicle not less than twenty four (24) hours for (a) and (b) and forty eight (48) hours for (c) in advance of the towing removal. The towing may be avoided by removing the vehicle from the property or by fully placing it in a garage or other structure meeting code requirements.

(e) It is illegal for the owner and/or occupant of the involved real property or the owner or user of the involved motor vehicle or trailer and/or the person entitled to possession of and/or the person doing work on the involved motor vehicle or trailer to fail to comply with the requirements of this Section or to permit any of the prohibited activities contained in this Section to occur.

SECTION 5. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 6. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 8. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 24th day of November, 2008.

APPROVED this 25th day of November, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Gibson requested clarification on the Antique Vehicle provision in the Text Amendment. Barb Adkins, Deputy City Manager, addressed the Council. She explained Antique Vehicles had become more of an issue over the last few years. The issue had been researched by the Legal Department. This Ordinance best balanced the needs of the community.

Hannah Eisner, Deputy Corporation Counsel, addressed the Council. This Ordinance had a tow provision after a twenty-four (24) hour notice of violation. These types of ordinances were complaint driven.

Alderman Gibson questioned what would happen if there was a club meeting and antique cars were parked on the street. He questioned if the owners would receive a ticket. Ms. Eisner answered negatively. This ordinance gave owners twenty-four (24) hours to move their vehicles.

Alderman Gibson questioned what happened if an antique vehicle was parked in front of a residence. Ms. Eisner responded the complaint would be verified and the vehicle tagged. If the vehicle was moved within twenty-four (24) hours, the complaint would be void.

Ms. Eisner explained that this Ordinance was derived from state statute and the limited use due to the nature of the antique plates. She offered that language could be

added to address special events. The purpose of this ordinance was to ensure a public street was not being used as a storage lot.

Wes Shepherd, 613 S. Clayton, addressed the Council. He had been a car collector for over fifty (50) years. He questioned the outcome if he and friends had attended the Labor Day Parade and he invited everyone back to his house for a cook out. There would be antique cars on the street. If someone complained, there would be stickers on the windshields. No one liked scraping stickers off the windshield. Also, what if he met several friends for a meal where there was no off street parking. They could receive a sticker there as well.

The state code has restrictions in that by registering for an antique car license plate, the owner agrees to keep the car in the same or better shape as when purchased. Mr. Shepherd did not agree with an ordinance that mandated he could not park on the street after purchasing a State of Illinois antique vehicle license plate.

Ms. Eisner noted the City's Home Rule Authority allowed parking regulation. This Ordinance was set up as a complaint driven system. It would be not proactively enforced. It only applied in residential districts, not commercial districts. There may be some inconvenience.

She understood the investment in an antique car and noted the probability of such a car being parked on the street was very small.

Mayor Stockton noted long term storage would be anything greater than twenty-four (24) hours. Ms. Eisner added the City already had an Ordinance to that regard. She stated the owners would be given notice prior to any action taken. Mayor Stockton requested that stickers be avoided on antique vehicles. Ms. Eisner concurred.

Mr. Shepherd questioned the benefit of the antique plates. He could purchase regular plates and not have to worry about this ordinance. Ms. Eisner stated any vehicle parked on the street for more than twenty-four (24) hours would be subject to this Ordinance.

Mayor Stockton stated the Council welcomed feedback on these types of issues. Please inform the Council of unintended consequences to the Ordinances.

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Lake Bloomington Lease Transfer Request for Lot 5, Block 2 in Camp Iroquois from Robert E. and Jane Kiper to Kohde, LLC

Staff has reviewed the Lake Bloomington Lease Transfer request and the McLean County Health Department septic system inspection report for Lot 5, Block 2 in Camp Iroquois from Robert E. and Jane Kiper to Kohde, LLC. The inspection noted a displaced sand filter vent pipe. This must be repaired by December 31, 2008 as part of the lease transfer conditions. Staff will ensure that this repair is made within the given time frame.

Staff respectfully requests Council to authorize the approval of the Lake Bloomington Lease Transfer request for Lot 5, Block 2 in Camp Iroquois from Robert E. and Jane Kiper to Kohde, LLC.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Amended Lease for a DM1100 Postage Machine from Pitney Bowes

At the Council's November 10, 2008 meeting, the Council approved waiving the formal bidding process and entering into a lease with Pitney Bowes for a DM1100. After approval, staff learned that the City was not eligible for the type of lease presented. Pitney Bowes has prepared the appropriate lease. The cost will be \$2,193 per quarter, representing an increase of \$81 per quarter. The annual cost saving are now estimated at \$2,639.

Staff respectfully recommends that Council approve the amended lease and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Renee Gooderham
Records & Information Manager

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Purcell that the amended lease agreement with Pitney Bowes for a DM1100 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Approval of 2008 Tax Levy

Staff has prepared the recommended 2008 Tax Levy of \$21,721,837, which is a 3.55% increase over the 2007 extension of \$20,976,919. This proposed levy is the same as was presented to Council at the October 13, 2008 Council Work Session and approved as an estimated levy on Monday, October 27, 2008.

The largest increases on a percentage basis are for the Illinois Municipal Retirement Fund (IMRF) and Police Pension Funds. Other portions of the levy were adjusted to accommodate these increases. The portion of the levy that falls under Truth in Taxation requirement is increasing 4.99%. This is below the 5.00% threshold that requires a public notice and hearing, therefore, a public hearing and required public notice are not needed.

The recommended levy is based on a projected Equalized Assessed Valuation (EAV) growth of 3.50% as recommended by the Assessor's Office. This growth rate would yield an estimated 2008 levy EAV of \$1,705,963,222 as compared to the 2007 EAV of \$1,648,273,644. The 2008 taxes should result in a City tax rate of approximately \$1.00871 per \$100 of EAV which approximates the 2007 City tax rate. The Library levy should result in a Library tax rate of approximately \$0.26457 per \$100 of EAV. The proposed 2008 rate including both the City and the Library is 1.27329 which is increased slightly from the 2007 rate of 1.27266. The final 2008 tax rate per \$100 EAV depends on how closely the actual EAV comes in to the projection.

The following is a comparison of the 2008 recommended levy to the 2007 extension:

	Estimate 2008	Extension 2007	% Increase
General Corporate	\$2,252,188	\$2,269,838	-0.78%
Police Protection	\$1,354,271	\$1,341,695	0.94%
Fire Protection	\$1,183,098	\$1,341,530	-11.81%
Public Parks	\$1,001,557	\$1,005,777	-0.42%
IMRF Fund	\$1,925,382	\$1,641,681	17.28%
Social Security Fund	\$1,459,131	\$1,403,011	4.00%
Fire Pension Fund	\$2,376,491	\$2,493,673	-4.70%
Police Pension Fund	\$3,156,183	\$2,392,469	31.92%
Judgment Fund	\$100,000	\$100,050	-0.05%
Public Library Fund	\$4,513,533	\$4,384,573	2.94%
Public Benefit Fund	\$155,000	\$154,938	0.04%
Audit Fund	\$65,000	\$83,732	-22.37%
Truth in Taxation Subtotal	\$19,541,834	\$18,612,967	4.99%
1991 S.E. Improvement Bonds	\$0	\$900,000	-100.00%
1996 Police Facility Bonds	\$1,576,445	\$704,225	123.86%
*2001 Refinancing Issue	\$75,820	\$232,041	-67.32%
2003 Capital Impr Issue	\$366,188	\$366,188	0.00%
2007 Bond Issue	\$161,550	\$161,500	0.03%
Debt Service Subtotal	\$2,180,003	\$2,363,954	-7.78%
Total Tax Levy	\$21,721,837	\$20,976,921	3.55%

*2007 Extension: Previously abated amount for tax year 2007 was not applied by County Clerk's Office.

Staff respectfully recommends approval of the proposed 2008 Tax Levy of \$21,721,837.

Respectfully,

Barbara J. Adkins
Deputy City Manager

Tom Hamilton
City Manager

ORDINANCE NO. 2008 - 78

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2008 AND ENDING APRIL 30 2009 FOR THE CITY OF BLOOMINGTON

Be it ordained by the City Council of the City of Bloomington, Illinois:

Section One. (a) The sum of Twenty-one Million Seven Hundred Twenty-one Thousand Eight Hundred and Thirty-seven dollars (\$21,721,837) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2008 and ending April 30, 2009, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, Judgment Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2008 and ending April 30, 2009 as passed by the City Council of said City at its regular meeting held on the 14th of April, 2008, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MC LEAN COUNTY, ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2008 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I.	General Corporate Purposes	\$2,252,188
II.	Police Protection Fund	1,354,271
III.	Fire Protection Fund	1,183,098
IV.	Public Parks	1,001,557
V.	Fire Pension Fund	2,376,491
VI.	Illinois Municipal Retirement Fund	1,925,382
VI –A.	FICA Taxes Fund	1,459,131
VII.	Judgment Fund	100,000
VIII.	Police Pension Fund	3,156,183
IX.	Public Benefit Fund	155,000
X.	General Bond and Interest	2,180,003
XI.	Public Library Fund	4,513,533
XII.	Audit Fund	<u>65,000</u>
		\$21,721,837

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2008 and ending April 30, 2009.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$21,721,837.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Passed by the City Council of the City of Bloomington, Illinois, this 24th day of November, 2008.

Approved by the Mayor of the City of Bloomington, Illinois, this 24th day of November, 2008.

(EXHIBIT A, GENERAL COPORATE, AUDIT & PUBLIC BENEFIT LEVY 2008 ON FILE IN CLERK'S OFFICE)

**CERTIFICATE OF COMPLIANCE
TRUTH IN TAXATION**

I, Stephen F. Stockton, the duly qualified Mayor of the City of Bloomington, McLean County, Illinois, and the presiding officer of the City Council of said City, do hereby certify that the 2008 tax levy of said City attached hereto was adopted in full compliance with the provisions of Sections 4 through 7 of the Illinois "Truth in Taxation Act". The 2008 aggregate levy was less than 105% of the previous year's extension, so a public hearing and notice was not required.

IN WITNESS WHEREOF, I have pleaded my official signature on

APPROVED:

Stephen Stockton
Mayor of the City
Council of Bloomington

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton noted this was the annual tax levy. Barb Adkins, Deputy City Manager addressed the Council. This was the same information the Council had reviewed in October. The largest increases were for the Police and Fire Retirement Funds, and the Illinois Municipal Retirement Fund.

Motion by Alderman Gibson, seconded by Alderman Hanson that the 2008 Tax Levy be approved and the Ordinance passed.

Alderman Purcell was pleased the amounts were kept as low as possible. Mayor Stockton concurred. He noted the City had not felt the impact of the recession as other areas had.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition filed by the City of Bloomington, Illinois, a Municipal Corporation; Eastlake LLC, an Illinois Limited Liability Company; and Community Unit School District No. 5, McLean and Woodford Counties, Illinois requesting approval of an Annexation Agreement providing for annexation to the City and rezoning to S-2, Public Lands and Institutions District and R-2, Mixed Residence District, for 26.46 acres of land located north of Ireland Grove Road and west of 2100 E Road. (Case Z-07-08) (East of Ward 8)

BACKGROUND INFORMATION:

Adjacent Zoning

north - A-Agriculture District (County)
south - A-Agriculture District (County)
east - A-Agriculture District (County)
west - A-Agriculture District (County)

Adjacent Land Uses

north - single family dwelling & vacant land
south - agriculture
east - agriculture
west - greenway & vacant land

Comprehensive Plan: recommends “Low/Medium Density Residential” land use for the subject property.

Review of Development Proposal for Consistency with Local and Regional Comprehensive Plans (see attachment)

This 26.46 acre tract of predominantly vacant agricultural land is located to the southeast of the Grove on Kickapoo Creek Subdivision, a residential subdivision that is being developed by Eastlake LLC, and located east of a twenty (20) acre greenway park area along Kickapoo Creek that will be owned and maintained by the City. The western 14.05 acres of the subject tract, located to the east of the proposed Grove Parkway, is owned by Community Unit School District No. 5 and is the proposed site for an elementary school that would be zoned S-2, Public Lands and Institutions District, upon annexation to the City.

All of the remaining portion of this tract to the east of the school site (except for the southeastern 1.41 acres) would be zoned R-2 Mixed Residence District, upon annexation to allow for the development of forty-four (44) zero lot line attached single family dwellings thereon with two (2) dwelling units per building as shown on the Sketch Plan (Exhibit A) attached to the Annexation Agreement. The southeastern 1.41 acres would be zoned S-2, Public Lands and Institutions District to allow for the development of a day care center by special use permit as shown on the sketch plan. The City would be agreeing to approve this sketch plan under the terms of this agreement.

Eastlake and Unit 5 are agreeing to dedicate right of way not more than fifty (50) feet in width for Ireland Grove Road and 2100 East Road adjacent to the subject tract. Eastlake is agreeing to improve Ireland Grove Road and 2100 East Road adjacent to this tract by providing a four and

one half inch (4 ½”) overlay to a width of twenty-two feet (22’) at a cost not to exceed \$125 per lineal front foot, or in the alternative, Eastlake will provide a substandard adjacent roadway guarantee as per City Code based on \$125 per lineal front foot for the amount of frontage of the Eastlake and Unit 5 development on these two (2) roads. Eastlake and Unit 5 are agreeing to build all interior streets to City standards with any required over sizing being paid for by the City. Eastlake would be allowed to construct berms in outlets and signage in street right of way. Such berms and signage shall be constructed per code and maintained by a homeowners’ association.

Eastlake is agreeing to construct water mains adjacent to and within this development to comply with City standards with any required over sizing being paid by the City. Eastlake and Unit 5 are agreeing to pay a tap on fee to connect to the City’s sanitary sewer pump station, force main and sewer proportional to the capacity of the pump station, force main and sewer used for this development, divided by the total capacity of such pump station, force main and sewer on a flow rather than acreage basis. Eastlake will construct interceptor sanitary sewers within this development to comply with City standards. If any of these sewers are to accept flow from future upstream areas, then the City’s share will be based on the areas served. Eastlake would only be responsible for its developed area and the City would reimburse Eastlake for costs attributable to all other areas.

Eastlake and Unit 5 would be allowed to discharge their respective storm water into the storm detention basin provided as part of the Grove on Kickapoo Creek development. The public park dedication requirements for this subdivision will be satisfied by the dedication of a twenty-five (25) acre park and a ten (10) acre public access way around the detention basin/greenway in the designated area to the west of the school site.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, November 12, 2008. Mr. Emmons, City Planner, reported that staff recommended that Paragraph IV. A. 2. on Page 3 of the annexation agreement be revised to read as follows (additions are in bold face type and deletions are strikethroughs):

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 ~~square~~-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.

Arguments in favor of this annexation agreement were presented at this hearing by the following persons:

- Mr. John Pratt, Attorney at Law, 415 N. Center Street
- Mr. Neil Finlen, P.E. Farnsworth Group Inc. 2709 McGraw Drive
- Mr. Rod Merkle, 1507 Kell Avenue
- Mr. Bill Dowd, 1713 Tullamore Avenue

Mr. Pratt stated that he represents Eastlake LLC and had prepared the annexation agreement. He said that Eastlake accepts the requested modifications to the annexation agreement as requested in the staff report.

Mr. Finlen noted that instead of paying adjacent roadway improvement fees and waiting for Ireland Grove Road improvements to be eventually completed, Eastlake agreed to pool such funds upfront and pay for a four and one-half inch (4½”) overlay to Ireland Grove Road and to extend this overlay west back to Towanda Barnes Road. He said they have put a binder down and that surfacing is to be completed next spring. He noted that eighty-six (86) homes have now been built in the Grove Subdivision. The intent is to pave 2100 East Road with four and one-half inch (4½”) overlay as well. This would buy time until multiple lane roads were built to this site.

Mr. Finlen reminded the Commission that this corner of the development had always been intended for a school site but that it had been left open until Unit School District #5 officials knew the outcome of a school bond referendum which was subsequently successful. Having a day care would serve this site well. The children could, for example, walk from the school to the day care for pick up.

Mr. Merkle stated that his family had moved to Bloomington four (4) months ago and became residents of the Grove at Kickapoo Creek. In 2010, his daughter would be ready to go to the elementary school. He expressed excitement about the wonderful plans and looks forward to the school’s construction.

Mr. Phil Reynolds, Old Town Township Road Commissioner, 8270 N 2200 E Road, Downs, testified that he was opposed to this development as it extends so far to the east into Old Town Township. He stated that there continues to be a disagreement as to maintenance of roads. He was concerned about traffic on 2100 East Road which he stressed is a pavement only twelve feet (12’) wide. Increased traffic in the area may force the Township to spend more money at this site. He is concerned about plowing snow and liability for the Township. No other testimony in opposition to this petition was presented at this public hearing.

Mr. Doug Grovesteen, Director of Engineering, stated that 2100 East Road is a township road and the maintenance responsibility of Old Town Township. He related that an intergovernmental agreement is needed for the City to take over maintenance. City staff had tried to negotiate with Township officials on two (2) separate occasions, but was unsuccessful. Staff had sent proposed changes but there had not been any negotiations. The last proposed meeting was to be mediated by Mr. Jack Mitchell, County Engineer, on neutral territory. Mr. Grovesteen stressed that the City was not holding up negotiations.

Mr. Finlen was not surprised that this discussion resurfaced but had hoped that it would be resolved. Ireland Grove Road is a safer road since it had been widened. Some dips and valleys had been evened out, there was a shoulder, and the City's Engineering Department had started a guard-rail project. Mr. Merkle stated that he drives the road every day and he regards it as safe with excellent turn lanes.

Commissioner Morton inquired about the traffic count on Ireland Grove Road. Mr. Grovesteen responded that the count taken a year ago was one hundred fifty (150) cars per day. He acknowledged that there are now eighty-five (85) homes in the subdivision so the count would be more. He noted that the City had proposed to take over maintenance of the road when the count reached one thousand five hundred (1,500) cars per day.

Mr. Dowd testified that all of their contractors would be instructed to access the Grove Subdivision from Ireland Grove Road only. Commissioner Schulz inquired whether traffic from the subdivision would exit onto Ireland Grove for the time being, and if access onto 2100 East Road would be added later. Mr. Dowd agreed, noting that he expects that 2100 East Road would be paved by that time.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented at the public hearing, the Planning Commission passed a motion by a vote of 7 to 1 to recommend City Council approval of this Annexation Agreement in Case Z-07-08 as modified in accordance with staff's concerns and with encouragement for the City and Old Town Township to resolve the 2100 East Road issue.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends Council approval of this annexation agreement as modified in accordance with staff's concerns.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, 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:

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.
- A. 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.
- B. Sanitary Sewer.
- a. 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.
 - b. Eastlake shall not be required to pay a sanitary sewer tap on fee for land not proposed for development by Eastlake.
 - c. 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.
- A. The City shall allow the construction of up to ten model single family homes and/or zero lot line homes on the premises for presentation and sale purposes, provided water, sewer and a gravel base road surface are installed before construction commences. The location of the model homes may change from time to time and place to place as 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

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Eastlake, L.L.C.

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

William C. Doud, Member

Dr. Gary Niehaus, Superintendent

EXHIBIT B
Legal Description

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

Mayor Stockton introduced the item by noting the plans included a school as well as a day care site. There would also be multiple family housing.

Mayor Stockton opened the Public Hearing.

John Pratt, 415 N. Center St., attorney for Eastlake, L.L.C. and School District Unit #5 (Unit 5) addressed the Council. There were approximately twenty-six (26) acres which were part of the Grove Subdivision. The petitioners had already appeared before the Planning Commission and had staff support. The school site had always been part of the

plan for this subdivision. Unit 5 held a referendum, which passed. Everything was ready to move forward.

Neil Finlen, 2709 McGraw Drive, Farnsworth Group's Project Engineer, addressed the Council. Much of the information had been covered at the Planning Commission meeting. The school was simply a continuation of the original plan for this subdivision. The Benjamin Family donated five (5) acres for the school. The school would be named Benjamin Elementary. Unit 5 negotiated that there would not be any commercial facilities on the adjacent corners from the school.

The area around the school would be multi-family houses, mainly duplexes. These duplexes would provide another option within the range of housing costs. There would be a day care center with a walkway between the school and day care. This was decided due to the compatible use of the two facilities.

It was important to have contiguous growth for the subdivision. This project would fund pavement improvements for the township roads. The development group had agreed to provide the funding for the infrastructure for the elementary school. Some of the resurfacing had already been completed to accommodate construction traffic in the area. The development group funded widening the road shoulders, and the City provided the guardrails.

Alderman Finnegan cited his concern regarding design issues with Unit 5 schools regarding drop-off and pick-up of the students. He hoped this issue had this been taken into consideration. Mr. Finlen explained Farnsworth Group provided civil engineering work. The Group studied traffic at Northpoint Elementary School. A long loop had been designed for traffic. The Group believed that was an appropriate solution.

Alderman Hanson questioned where the City would be required to provide services. Mr. Finlen stated the City was responsible for the road up to the "Benjamin" farmhouse. There was a gap in coverage that the City and the Township would have to resolve.

Alderman Hanson questioned if there was sewer and water main installation. Mr. Finlen responded affirmatively. Currently, there was a stream restoration project and a pedestrian walkway enhancement. The school should open in August 2010. The first addition of the subdivision had about ninety (90) homes with more than fifty (50) of those homes occupied.

Alderman Fruin noted the location of the daycare center was not guaranteed. Mr. Finlen concurred. If anything other than a daycare center were to go at that location, the petitioners would need to come before the Council.

Alderman Purcell questioned where the students for the school would be drawn from. Mr. Finlen responded that Unit 5's redistricting plan was not complete at this time. It would be a two (2) story building with the capability to hold six hundred (600) students grades K – 5. He believed many of the children would be bussed.

Phil Reynolds, 8270 N. 2200 E. Road, Downs, Old Town Township Road Commissioner, addressed the Council. He was against the development. The 2100 E Road was under Township jurisdiction and only twelve feet (12') wide. The Township would be forced to upgrade the road due to the traffic level. He read a letter from the Township's attorney. The Township objected to the proposed agreement. It would place a financial burden on the Township. If the road was not upgraded, traveling it would place the public at risk. It was a safety concern for all motorists. There was a disagreement regarding the number of cars 2100 E. Road could structurally handle in a day. He referenced when Ireland Grove Road was closed for resurfacing. There were three to five hundred (300 - 500) cars on the road per day. It was congested.

The Township requested a transfer of the roads to the City. The Township could not stop the construction traffic that was not supposed to be on that road. There was a real concern about the development's growth. The bridge on Ireland Grove Road needed to be replaced. He questioned the detour route during construction.

Alderman Finnegan questioned if Mr. Reynolds had any proposed solutions. Mr. Reynolds responded affirmatively. The City should take over the roads in question. He cited the lawsuit brought by the adjacent rural townships against the City regarding the annexations. This development had a negative impact on the Old Town Township. It increased traffic on the roads, but lowered the tax dollars available to the Township.

Alderman Hanson questioned the blacktop and gravel on the road. Mr. Reynolds agreed it was a safety concern. The Township would wait to see what the City would do. The City should assume responsibility for these roads and resurface them.

Alderman Fruin questioned how many Township residents lived along the roads. Mr. Reynolds responded two (2) homes were on these roads. He wanted the City to assume ownership of these roads.

Dr. Rod Merkle, 1507 Kell Ave, addressed the Council. The Grove Subdivision was a beautiful place. It provided a home and a school for his daughter. There were a number of young families who purchased homes with the understanding that the subdivision included a future elementary school site. The school would be a positive addition to the City. He expressed support for this item.

Mayor Stockton closed the Public Hearing.

Alderman Finnegan wanted to hear more about the road issues Mr. Reynolds had presented. Mayor Stockton noted that Tom Hamilton, City Manager, had many conversations regarding this issue. He was absent this evening.

Barb Adkins, Deputy City Manager, agreed there had been a number of conversations. There had never been agreement between the parties.

Doug Grovesteen, Director of Engineering, addressed the Council. The City tried to negotiate with Old Town Township in the early stages of this development. Negotiations broke down. The county wanted to update the intersection of Oakland Avenue and Towanda Barnes Road. Mr. Reynolds did not want the road east of Towanda Barnes to be updated. The county initiated a meeting between the City and the Township. A revised agreement was drawn up and negotiations broke down again. Mr. Grovesteen stressed he was willing to negotiate with Mr. Reynolds.

Mr. Grovesteen added that the City could not go onto Township roads. Alderman Purcell questioned the roads. Mr. Grovesteen responded the easy preference was Ireland Grove Road. The City had upgraded the road and done everything possible to provide safety on its portion of the road.

Motion by Alderman Stearns, seconded by Alderman Finnegan to suspend the rules to allow someone to speak.

Motion carried.

Mr. Reynolds readdressed the Council. There had been very little need for the Township to repair the roads. The new development meant that there would be more traffic. He requested a jurisdictional transfer of the roads in question. The City could then do what it believed was necessary to address safety issues. He also reiterated his question regarding traffic being diverted during the bridge replacement.

Motion by Alderman Gibson, seconded by Alderman Purcell to return to order.

Motion carried.

Mayor Stockton reminded the Council of the need to improve roads incrementally. Alderman Hanson cited the improvements to Ireland Grove Road. He stated additional land could be annexed. The City had already invested over \$5 million in infrastructure for this development. He believed 2100 E. Road would eventually become a City street, but right now, it was not feasible.

Mayor Stockton reminded the Council that this discussion should address the twenty-six (26) acre school site. The Council could not turn down donated land for a school. Unit 5 voters had agreed to fund this school. The Council needed to approve this measure. Annexations required a super majority vote. It was in the City's best interest to continue negotiations with Old Town Township. The need for dialogue was great.

Motion by Alderman Finnegan, seconded by Alderman Hanson that the Annexation Agreement be approved, contingent upon staff's recommended modifications, and the Mayor and City Clerk be authorized to sign the necessary documents.

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

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

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: There was a proposed gravel pit located outside of the City. It was under the county's jurisdiction. The petition was going through the county's special use permit process. City zoning rules do not apply. This was neither a subdivision nor a zoning issue.

He questioned if the zoning ordinances for R - 1 and R - 2, Residential Districts apply to homes located within the City and the county. He hoped they would protect both equally.

He questioned if the 1½ mile statute protected homes around gravel pits as well as stone quarries. Todd Greenburg, Corporate Counsel, addressed the Council. The county may not give an answer to the City regarding interpretation of an ordinance. Mayor Stockton recommended that the City send a letter to the county and request an interpretation.

Alderman Sage echoed Mayor Stockton's comments. He too, hoped protections would be afforded City residents as they were also county residents. There were a number of questions that must be answered. He appreciated the Mayor's comments.

Alderman Finnegan expressed his support and hoped that the county ordinance would apply to the City as well.

Alderman Purcell cited the City's past experiences with gravel pits. He wanted to have a conversation with Alderman Sage regarding legal clarification on this matter.

Alderman Stearns asked what would happen if the roles were reversed. Mayor Stockton stated City residents pay taxes to the City and the county. The people who live in the county do not pay City taxes. The best option was to ask the county for clarification.

Mayor Stockton noted the Living Wage Referendum that had appeared on the November 4, 2008 ballot. The concept was vague. The core value was that the City needed to be more compassionate towards its employees. The City needed to determine that if changes were affordable, to whom it would apply and at what cost. He requested that staff prepare the data. He proposed a Work Session for Council on this issue on December 9, 2008, from 6:00 – 8:00 p.m.

CITY MANAGER'S DISCUSSION: Barb Adkins, Deputy City Manager, noted the City Hall would be closed Thursday, November 27, 2008 and Friday, November 28, 2008 for the Thanksgiving Holiday.

ALDERMEN'S DISCUSSION: Alderman Stearns commented on the wonderful job the Police and Fire Departments had done by raising \$9,000 for Special Olympics through their Guns and Hoses hockey game.

Alderman Huette questioned if there would be a Work Session on December 8, 2008. Mayor Stockton answered affirmatively. Ms. Adkins stated the following topics would be addressed: Single Stream Recycling and Automatic Refuse Collection.

Alderman Purcell cited the Scott Street vacation. He met with the Gailey Office Administrator. A conversation was held regarding compromise on both sides. A number of proposals were discussed. He would continue to look for a compromise. This item may not be completed prior to the Council's December 8, 2008 Meeting. Mayor Stockton agreed there may not be a negotiated agreement by this date.

Alderman Purcell noted the Main Street Corridor had not been approved. The Form Based Code had not been voted on. Until action on these two (2) items, the City would not have rules in place. Mayor Stockton stated there would be a special Planning Commission Meeting on December 3, 2008. This meeting would address the Main Street Corridor Form Based Code.

Alderman Fruin believed the Pantagraph had recently removed some blog comments. He encouraged the Pantagraph to review its policy for these comments. He expressed his opposition to blogs. They were not always accurate and often caused damage. Mayor Stockton referred to decorum, civility and accuracy.

Alderman Sage appreciated the staff updates. There was a reduction in mailing costs. These efficiencies were noteworthy, especially due to the collaboration between departments. He questioned the \$15,000 savings that had been on a previous staff update. Jim Karch, Public Service Director, addressed the Council. It had been an interdepartmental effort. The process was evaluated and changed. The Public Service employees want to be thought of as stewards. Alderman Sage appreciated that approach. Everything added up.

Alderman Finnegan wanted to congratulate Public Service for the leaf pick up. Their efforts were appreciated. Mr. Karch agreed crews had done an excellent job.

Alderman Finnegan wished everyone a joyful Thanksgiving.

Motion by Alderman Finnegan, seconded by Alderman Purcell, that the meeting be adjourned. Time: 9:25 p.m.

Motion carried.

Tracey Covert

City Clerk
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