

**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 7:01 p.m., Tuesday, May 29, 2012.

The Meeting was opened by Pledging Allegiance to the Flag followed by moment of 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, Mboka Mwilambwe, Bernard Anderson, Robert Fazzini, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

Alderman Absent: Alderman David Sage.

City Manager David Hales, Chief Deputy City Clerk Renee Gooderham, and Corporate Counsel Todd Greenburg were also present.

Staff Absent: Tracey Covert, City Clerk.

The following was presented:

Evelyn Yowell, Zoological Society President, addressed the Council. Ms. Yowell described the organization. She introduced the board members who were present. The mission was to support Miller Park Zoo (MPZ) through fundraising, community outreach and education. Ms. Yowell presented a check in the amount of \$115, 000 to the MPZ, and its staff.

John Kennedy, Director Parks, Recreation & Cultural Arts, addressed the Council. He thanked the Zoological Society for their hard work and effort. He informed the Council that last year the Zoological Society donated an additional \$100,000 for the Zoo Master Plan.

Mayor Stockton expressed his appreciation to the Zoological Society for their contributions. He believed their donations made the MPZ a better place.

The following was presented:

SUBJECT: Bills and Payroll

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on Thursday, May 24, 2012 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Patti-Lynn Silva
Director of Finance

David A. Hales
City Manager

Motion by Alderman Fruin, seconded by Alderman Anderson 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, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Annual Renewal of Software Maintenance with Bentley Systems, Inc. Computer Aided Drafting and Design (CADD), Civil Engineering & Design Software and Support

RECOMMENDATION: That the payment to Bentley Systems, Inc. for the annual software maintenance agreement in the amount of \$14,620, be approved.

BACKGROUND: The annual software maintenance with Bentley Systems, Inc., our engineering software provider, is due for renewal. This is a recurring annual renewal for the maintenance of the CADD software that the Public Works, Planning and Code Enforcement Department (PACE), Parks, Recreation and Cultural Arts, and Water Departments use for engineering and design of the City's facilities and infrastructure. There is an annual renewal.

Software maintenance is needed to provide support and design upgrades to the software. Additionally, the cost of purchasing the software again in several years will be more expensive than the annual maintenance agreement renewal.

While the renewal may be outside of the original time frame, the City and Bentley Systems has agreed to extend this on a yearly basis. If maintenance is not renewed, the City would not be able to design construction plans in house for future infrastructure projects. The Public Works Department also uses this software for review of external electronic design submissions, as well as study of vehicular turning movements. It is also used by other departments, including the Parks, Recreation and Cultural Arts Department, the US Cellular Coliseum, the PACE department for event planning, facility management, and maintenance.

This suite of programs is used for sanitary and storm sewer design, roadway design, and water and watershed modeling. The invoice will be appropriately allocated to those users in each department. Bentley Systems, Inc. has submitted invoices which total \$14,620. The software is only available from Bentley Systems, Inc. The price is non-negotiable.

The price of the Microstation licenses has increased from \$725 to \$820 per license due to increased software functionality. The price of the other software has not increased since last year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Payment to Bentley Systems, Inc. in the amount of \$14,620, with payment to be made from the following:

a.	Engineering Administration	10016210-71010	\$8,970
b.	Water Administration	50100110-71010	\$2,770
c.	Water Purification	50100130-71010	\$2,880

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Financial review by:

Jim Karch, PE CFM
Director of Public Works

Timothy Ervin
Performance Auditor/
Budget Manager

Patti-Lynn Silva
Director of Finance

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Fruin, seconded by Alderman Anderson that the payment to Bentley Systems, Inc. for the annual software maintenance agreement in the amount of \$14,620, be approved and the Purchasing Agent be authorized to issue a Purchase Order for the same.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Purchase Three (3) Ford F150 Trucks under State of Illinois Joint Purchasing Contract

RECOMMENDATION: That the purchase of three (3) 2012 Ford F150 trucks from Marrow Brothers Ford, Greenfield IL, under the State of Illinois Joint Purchasing Contract number 4016059 in the amount of \$57,800, and the Purchasing Agent be authorized to issue a Purchase Order for the same.

BACKGROUND: The Parks, Recreation, and Cultural Arts Department has one (1) 1995 GMC 1500 with 87,000 miles, one (1) 2004 Ford F150 with 102,000 miles, and one (1) 2005 GMC 1500 with 102,000 miles that are scheduled for replacement in Fiscal Year (FY) 2013. These units range in age from eight (8) to seventeen (17) years. They are used daily to transport staff and equipment to specific Parks jobs throughout the city.

Parks Department also has a 1996 GMC 1500 truck and a 1997 Ford F150 truck that are sixteen (16) and seventeen (17) years old. These trucks incur higher maintenance costs due to their age and condition. These two (2) units are used daily but accumulate less miles per year.

Staff respectfully requests to retain the newest units and replace the three (3) units that are oldest. In addition, staff requests that the units being replaced be declared surplus and be sold on public auction.

COMMUNITY GROUPS/INTERESED PERSON CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2013 budget has \$64,500 budgeted for this purchase. The three (3) Ford F150s purchased under the State of Illinois Joint Purchasing Contract will cost \$57,800. The funds were appropriated in account 40110120-72130 which is the line number for the five (5) year capital lease. The annual cost of principal and interest is appropriated within the Parks Maintenance department.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review by:

Jim Karch
Director of Public Works

Kim Nicholson
Purchasing Agent

Patti-Lynn Silva
Finance Director

Motion by Alderman Fruin, seconded by Alderman Anderson that the purchase of three (3) 2012 Ford F150 trucks from Marrow Brothers Ford, Greenfield IL, under the State of Illinois Joint Purchasing Contract #4016059 in the amount of \$57,800, be approved and the Purchasing Agent be authorized to issue a Purchase Order for the same.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve Purchase of New Police Patrol Cars by Using State Of Illinois Joint Purchasing Contract

RECOMMENDATION: To purchase two (2) Chevrolet Impala police vehicles from Green Chevrolet, Jacksonville, IL, under the State of Illinois Joint Purchasing Contract #4016788, in the amount of \$39,524.66, and necessary equipment (emergency lighting) in the amount of \$3,160 for a total of \$42,684.66 to be approved, the Purchasing Agent be authorized to issue a Purchase Order for same and the Resolution adopted.

BACKGROUND: The average mileage on the current Street Crimes vehicles is approximately 84,000 miles and the average age of the vehicles is almost nine (9) years old and in poor condition. Because of the back log on delivery of these vehicles we have decided to replace two (2) of the aging Street Crimes vehicles with Chevrolet Impala's as we can take delivery of these vehicles in a more timely manner. Under the state purchase contract we previously ordered six (6) Chevrolet Caprice squad cars for our marked patrol fleet, as they provide more room for equipment and our officers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost to purchase the two (2) police vehicles plus equipment is \$42,684.66. The monies needed for this purchase will be financed through the Police Department DUI account 20900920-71190.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Randall D. McKinley
Chief of Police

David A. Hales
City Manager

Motion by Alderman Fruin, seconded by Alderman Anderson to purchase two (2) Chevrolet Impala police vehicles from Green Chevrolet, Jacksonville, IL, under the State of Illinois Joint Purchasing Contract #4016788, in the amount of \$39,524.66, and necessary equipment (emergency lighting) in the amount of \$3,160 for a total of \$42,684.66, be approved and the Purchasing Agent be authorized to issue a Purchase Order for same and the Resolution adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Request for Qualifications (RFQ) for Project and Grant Oversight for the Structural Engineering Design, Bid, Development, and Construction Management for the Fire/Rescue Training Tower

RECOMMENDATION: That the RFQ for the Structural Engineering Design, Bid, Development, and Construction Management for the Fire/Rescue Training Tower, be awarded to the Farnsworth Group, Inc. in the amount of \$87,070, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: On March 29, 2012, staff released an RFQ seeking project and grant oversight, including management of the construction of a four-story class "A" Fire/Rescue Training Tower.

On April 20, 2012, the City Clerk's office received three (3) Statements of Qualifications (SOQ). These SOQs were reviewed by Public Works Engineering Division, the Purchasing Agent and

Fire Department staff. Utilizing a weighted matrix instrument, the Farnsworth Group received the top score and was selected by the review group.

The matrix examined engineering/design, project management and grant administration. The Farnsworth Group's document provided a clear and definitive narrative for all facets required. Due to staff's current and ongoing workload; there is no one with the time and/or experience to correctly perform the necessary task specified by the Department of Economic Opportunity (DECO) grant. The Farnsworth Group will have personnel specifically assigned to this task.

In addition to the matrix scores, the Farnsworth Group's familiarity with this project assisted in their selection. In 2007, they had been selected and completed the engineering design for the foundation for the original training tower before it was suspended. Their staff have worked with Fire Facilities, Inc., the structure provider, and are familiar with the product.

If Council approves the contract with the Farnsworth Group; one of their responsibilities is to establish the construction timetable for the training tower. The DECO grant's deadline is September 30, 2012.

On May 7, 2012, Engineering and Fire Department staff, the Purchasing Agent and Budget Officer met with Farnsworth Group representatives to discuss the project components and negotiate a cost for services. An agreement as to the scope of work and fees was successfully reached between the parties.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED Public notice of the ROQ was placed in the Pantagraph and the Purchasing Agent notified eighteen (18) engineering firms concerning the project. On April 20, 2012, at the 2:00 p.m. deadline; three (3) SOQ had been received.

FINANCIAL IMPACT: The Fiscal Year (FY) 2013 Capital Improvement budget includes the total appropriation for this project in line item 40100100-72520. The \$650,000 is designated for engineering and construction costs for the Fire/Rescue Training Tower. Staff believes the remaining \$562,930 appropriation will be sufficient to pay the contractors who will construct the tower. In December 2011, the City purchased the Fire/Rescue Training Tower materials at a cost of \$258,000. This contract is for the services itemized within the RFQ entitled: of Structural Engineering Design, Bid Development and Construction Management for the Fire and Rescue Training Tower.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review by:

Eric Vaughn
Asst. Chief/Train. Officer

Michael Kimmerling
Fire Chief

Patti-Lynn Silva
Director of Finance

Financial review by:

Recommended by:

Timothy Ervin
Performance Auditor/ Budget Manager

David A. Hales
City Manager

Motion by Alderman Fruin, seconded by Alderman Anderson that the RFQ for the Structural Engineering Design, Bid, Development, and Construction Management for the Fire/Rescue Training Tower, be awarded to the Farnsworth Group, Inc. in the amount of \$87,070 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, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Services Contract for the Bloomington Center for Performing Arts (BCPA)

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

BACKGROUND: Staff respectfully requests approval of two (2) contracts to engage persons and/or groups to perform services in the BCPA the on date agreed by staff. Contract expenses for the contracts will be \$70,000.00. The contract prices cover the performing artist fees for musical performances coming to the BCPA later this year. For proprietary and competitive advantage reasons we do not mention the acts by name in the staff back up report. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often, however virtually all artists are provided with meals and non-alcoholic beverages.

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

FINANCIAL IMPACT: Funding for these contracts was budgeted in account 21101100-70220 of the BCPA's Fiscal Year (FY) 2013 budget, to be offset by future revenues from ticket sales, grants, playbills, concessions, advertising and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals and lodging. The unaudited unreserved fund balance for FY 2012 for the BCPA is \$461,612.04. This balance includes the compilation of fiscal year revenues and expenditures, but does not include any potential audit adjustments that may be made for FY 2012.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

John R. Kennedy, Director of
Parks, Recreation & Cultural Arts

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Fruin, seconded by Alderman Anderson that the contracts be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Edward Byrne Memorial Grant (JAG)

RECOMMENDATION: That the 2012 Edward Byrne Memorial Justice Grant in the amount of \$49,307 be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff recommends acceptance of federal grant money from the 2012 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$49,307 to be shared with the Town of

Normal. The Town will receive \$12,497 and the City will receive \$36,810. The monies for the City would be used for technology, training, and equipment.

The formula is calculated by the Bureau of Justice Statistics (BJS) for each state and territory. A minimum base allocation which (based on the statutory JAG formula) may be enhanced by 1.) the state's share of the national population and 2.) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, sixty percent (60%) of the allocation is awarded to the state and forty percent (40%) to eligible units of local government.

The City has received the JAG grant for several years. In 2010 the dollars allocated to the city were \$36,810. The money was used for three (3) twenty-four (24) inch monitors, Key Track automated system, SWAT tactical helmets, and Guardian tracking devices. In 2011 the dollars allocated to the city \$46,358. The money was used for SWAT gear including radio helmet microphones, vest carriers, uniforms, digital voice recorders, binoculars, motion detection clocks, DVR's, button cameras, and training.

In McLean County, the City and Town are the qualifying agencies. The amount we are authorized versus Normal is based on population and part 1 violent crime statistics.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Randall D. McKinley
Chief of Police

Patti-Lynn Silva
Director of Finance

David A. Hales
City Manager

CONTRACT NO. _____

THE STATE OF Illinois

KNOW ALL BY THESE PRESENT

COUNTY OF McLean

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, IL; THE TOWN OF NORMAL
AND COUNTY OF MCLEAN, IL**

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 29th day of May, 2012, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board,

hereinafter referred to as COUNTY; the TOWN of Normal, acting by and through its governing body, the Town Council, hereinafter referred to as TOWN; and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, all of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the County, Town, and City Government codes: and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the City agrees to provide the County \$0 from the JAG award.

WHEREAS, the City agrees to provide the TOWN \$12,497 from the JAG Award.

WHEREAS, the CITY, TOWN, and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

NOW THEREFORE, the COUNTY, TOWN, and CITY agree as follows:

Section 1.

City agrees to pay County a total of \$0 of JAG funds.

Section 2.

CITY agrees to pay TOWN a total of \$12,497 of JAG funds.

Section 3.

CITY agrees to use \$36,810 for technology, training, and equipment.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the _____Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Bloomington, IL

COUNTY OF McLean, IL.

Stephen F. Stockton
Mayor, City of Bloomington

Matt Sorensen
McLean County Board Chairman

ATTEST: APPROVED AS TO FORM:

Tracey Covert
City Clerk for City of Bloomington

Mike Emery
McLean County Sheriff

Todd Greenburg
City Attorney

Kathy Michael
McLean County Clerk

Hannah Eisner
Assistant Civil State Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Motion by Alderman Fruin, seconded by Alderman Anderson that the 2012 Edward Byrne Memorial Justice Grant in the amount of \$49,307 be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Eastland Suites - Bloomington LLC, d/b/a Eastland Suites, located at 1801 Eastland Dr., for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days week

RECOMMENDATION: Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that an RAS liquor license for Eastland Suites - Bloomington, LLC , d/b/a Eastland Suites, located at 1801 Eastland Dr., be created, contingent upon compliance with all applicable health and safety codes.

BACKGROUND: The Bloomington Liquor Commissioner Richard Buchanan called the Liquor Hearing to order to hear the request of Eastland Suites - Bloomington LLC, d/b/a Eastland Suites located at 1801 Eastland Dr., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days week. Present at the hearing were Liquor Commissioners Richard Buchanan and Marabeth Clapp; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk.

Commissioner Buchanan opened the liquor hearing and noted that the Applicant was not present. He noted that this application involved a change of ownership. There were no issues with this application. The City had received a letter from David Fedor, the Snyder Companies' Registered Agent dated February 3, 2012 informing the City of this change. There would be no changes to the daily operations at Eastland Suites. Diane Winters was no longer associated with Snyder Properties Trust.

The Applicant had requested that this application appear on the Council's May 29, 2012 meeting due to the timing needed for the state liquor license.

George Boyle, Asst. Corporation Counsel, noted that this application was for a change of ownership.

Motion by Commissioner Clapp, seconded by Commissioner Buchanan that the application of Eastland Suites - Bloomington, LLC d/b/a Eastland Suites located at 1801 Eastland Dr., requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved.

Motion carried, (passed unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, one (1) courtesy copy of the Public Notice was mailed. In addition, the Agenda for the May 8, 2012 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for an RAS liquor license is \$2,210.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Chief of Police

Motion by Alderman Fruin, seconded by Alderman Anderson recommend that an RAS liquor license for Eastland Suites - Bloomington, LLC , d/b/a Eastland Suites, located at 1801 Eastland Dr., be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington's Davis Lodge on June 16, 2012

RECOMMENDATION: That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington Davis Lodge on June 16, 2012 be passed.

BACKGROUND: The Bloomington Liquor Commissioner Richard Buchanan called the Liquor Hearing to order to hear the request of Zhalih Travis and Jason McCullough to allow moderate consumption of alcohol at Davis Lodge for their wedding reception on June 16, 2012. Present at the hearing were Liquor Commissioners Richard Buchanan and Marabeth Clapp; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief; and Tracey Covert, City Clerk, and Thomas Breitbarth, requester's representative.

Commissioner Buchanan opened the liquor hearing and requested that Mr. Breitbarth, requester's representative, address the Commission regarding this request. Thomas Breitbarth addressed the Commission. He informed them that Zhalih Travis, the bride, was currently attending Graduate School in Tennessee. The wedding reception was scheduled for Saturday, June 16, 2012. Alcohol service, (beer and wine only) would be provided for the 120 wedding guests. She had spoken KPTS, Inc., d/b/a Six Strings located at 525 N. Center St. Avanti's Restaurant located at 3302 E. Empire, would provide the food service. This would be an evening reception with dinner. The time line for the reception was from 4:00 until 11:00 p.m.

Motion by Commissioner Clapp, seconded by Commissioner Buchanan that the request of Zhalih Travis and Jason McCullough to allow moderate consumption of alcohol at Davis Lodge for their wedding reception on June 16, 2012 be approved.

Motion carried, (passed unanimously).

Commissioner Buchanan noted that Six Strings will also be required to obtain a one (1) day liquor license from McLean County. Tracey Covert, City Clerk, volunteered to walk Mr. Breitbarth through the process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 8, 2012 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully,

Reviewed and concur:

Reviewed by:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Chief of Police

Craig Cummings
Director of Water

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

ORDINANCE NO. 2012 - 27**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE**

WHEREAS, Zhalih Travis and Jason McCullough are planning to hold their daughter's wedding reception at the Lake Bloomington Davis Lodge from 4:00 p.m. to 11:00 p.m. on June 16, 2012; and

WHEREAS, Zhalih Travis and Jason McCullough have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on June 16, 2012 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 29th day of May, 2012.

APPROVED this 30th day of May, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fruin, seconded by Alderman Anderson that the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington Davis Lodge on June 16, 2012 be passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the WGLT Event June 9, 2012

RECOMMENDATION: That the Ordinance be passed.

BACKGROUND: WGLT is sponsoring an outdoor summer concert in downtown Bloomington on Saturday, June 9, 2012. This will be the ninth (9th) of what has become an annual event. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the designated event area rather than have a designated “beer garden”. Beer and wine would be sold only by Bill Hill, Inc., d/b/a Maguires, an existing liquor license holder, by an extension of premise for the event. Only beer and wine purchased from the event vendor can be consumed within the designated event area. Outdoor consumption would be allowed between 3:30 o’clock p.m. and 10:00 o’clock p.m.

The event organizers met with staff, including representatives from the police, legal and administrative departments to review this plan. Given the nature of the event, the type of crowd it attracts and the high degree of involvement by event staff, all concerned believe this plan could work without problems.

Staff prepared an Ordinance suspending the code as needed for this event. Council will note that the Ordinance makes the suspension effective one (1) hour before the sales begin to allow the

organizers time to set up for the event and one (1) hour after the event to clean up after. Staff respectfully recommends that the Ordinance be passed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert
City Clerk

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed by:

George Boyle
Asst. Corporation Counsel

Reviewed by:

Randall McKinley
Chief of Police

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2012 - 28

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON

WHEREAS, WGLT will hold an outdoor concert in downtown Bloomington on June 9, 2012; and

WHEREAS, WGLT requested permission to allow sales and consumption of beer and wine during the concert on Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: June 9, 2012 between 2:30 o'clock p.m. and 11:00 o'clock p.m. for Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 29th day of May, 2012.

APPROVED this 30th day of May, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fruin, seconded by Alderman Anderson that the Ordinance be passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: A Resolution Establishing Prevailing Wages to be Paid to Laborers, Workers and Mechanics Employed at Public Works in the City of Bloomington

RECOMMENDATION: That the Resolution be passed.

BACKGROUND: The Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged on such work, and shall require that all contractors of the City pay those wages to their workers.

It is now permitted for public bodies to require contractors to ascertain prevailing wages by checking with the Illinois Department of Labor and paying the most current prevailing wage, which this resolution will require if passed.

The resolution also requires contractors to submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records

are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

The staff believes adoption of this resolution is in the best interests of the citizens of the City and recommends its passage and approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable. The resolution is required by state law.

FINANCIAL IMPACT: Unknown at this time.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

RESOLUTION NO. 2012 - 21

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

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

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

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

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

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract; and

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

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

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

ADOPTED this 29th day of May, 2012.

APPROVED this 30th day of May 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(AT THE TIME OF ADOPTION MCLEAN COUNTRY PREVAILING WAGE TABLE FOR JUNE 2012 WERE AVAILALABLE. UPDATED TABLES CAN BE FOUND AT WWW.STATE.IL.US/AGENCY/IDOL)

Motion by Alderman Fruin, seconded by Alderman Anderson that the Resolution be passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 19, Block 3 of Camp Kickapoo from Randy and Penny Asper to Mark and Karen Oostman

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

BACKGROUND: The sewage disposal system inspection was completed in early May 2012 and the septic system was functioning properly at that time. The sewage disposal system is over twenty-five (25) years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. The sewage disposal system is a subsurface discharging system, meaning the system effluent, following treatment, does not directly discharge to the Lake Bloomington Reservoir. The effluent flows slowly through a leach field and then into the ground. If there were a problem with the system, it would back up into the cabin and poses little threat to the reservoir.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the lease will change from the previous formula of \$0.15 per \$100 of Equalized Assessed Value (EAV) to the current formula of \$0.40 per \$100 of EAV for determining the lake lease fee. The current lake lease formula generates about \$165 per year and will increase to about \$450 per year in lake lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

It should be noted that the term of this lease is until December 31, 2131, the same term as other lease renewals since 1998.

Respectfully submitted for Council consideration

Prepared by:

Financial review by:

Reviewed by:

Craig M. Cummings
Director of Water

Patti-Lynn Silva
Director of Finance

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

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

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Sale of Vacant Land located near Evergreen Lake to Corn Belt Energy Corporation (CBEC)

RECOMMENDATION: That the sale of .75 acres of vacant land located near Evergreen Lake in Comlara Park to Corn Belt Energy Corporation in the amount of \$16,500 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: CBEC provides power to over 33,000 households and businesses in eighteen (18) counties throughout Central Illinois, including McLean County. Their electricity is supplied by Wabash Valley Power Association, a generation and transmission cooperative based in Indianapolis, IN. CBEC, the largest energy cooperative in Illinois, is owned by the members it serves.

On September 12, 2011, the Council approved a contract between the City and CBEC in which the City agreed to sell to CBEC 1.5 acres of City-owned vacant land located near Evergreen Lake for \$39,000. In an effort to meet a growing demand for electricity in that area, CBEC requested to purchase the land for purposes of building an electric substation.

On September 28, 2011, while surveying the intended substation site, CBEC was instructed to cease their work by McLean County's Department of Parks and Recreation. Through subsequent conversations with County officials that day, City staff became aware of an existing lease agreement between the City and County in which the County agreed to develop and maintain a land water area near Evergreen Lake known as Comlara Park. The lease agreement provides that the County should assume all responsibility for the maintenance and supervision of the leased premises; make and enforce rules and regulations governing the use of the premises by the public; and use all reasonable care to keep the premises safe from damage or destruction. Although the City retains the right to enter the premises at any time for any purpose related to use of the waters of Evergreen Lake, primary use and regulation of the premises is the sole responsibility of the County. The lease agreement will expire on January 1, 2032.

In addition to informing City staff of the existing lease agreement, the County also made staff aware of their objections to the City's contract with CBEC; namely, the construction of new overhead power lines in the park which could potentially threaten their eligibility for certain federal and state park grants. The grant requirements are strict, including the requirement that local project sponsors take all reasonable steps to bury, screen or relocate existing overhead utility lines on a project site and install all future electrical lines and other utility wires underground.

As a result of these developments, on December 12, 2011, the Council approved an agreement rescinding the September 12th contract with CBEC.

Subsequent Developments – New Site

Since September 28th, City staff has had numerous discussions and meetings with County officials and staff from CBEC. CBEC presented several proposals for our consideration.

All parties agreed upon a new location consisting of approximately .75 acres of vacant land located northeast of the original site. Construction of the substation in the proposed location will involve minimal power line installation and native tree removal. The County was agreeable to this location with an addition to the contract addressing landscaping and fencing. Specifically, prior to completing construction of the electric substation, CBEC shall be solely responsible for landscaping, with trees, berms, shrubs, etc., and fencing the site location. The landscaping and fencing shall be utilized to screen the substation and its electrical equipment from view. The size of the concealment shall be sufficient for screening purposes, but not so large as to create a hazard to the public or the function and safety of the equipment.

The contract also provides CBEC with a ninety (90) day inspection period to determine if the property is suitable for their intended purpose. CBEC is allowed to enter the property during this period to conduct inspections, surveys and other investigations. The scheduled closing date is September 12, 2012. The subject property was appraised in March of this year. The estimated market value for the .75 acre of land is \$16,500 (\$.50 per square foot). Once the exact legal description is determined via survey and platting, the City and County will enter into a separate agreement amending the lease to remove the .75 acre CBEC site. That agreement will be submitted to the Council for consideration at a later date.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The sale price of the land is \$16,500 to be deposited into the Water Fund.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Rosalee Dodson
Asst. Corporation Counsel

Craig Cummings
Director of Water

David A. Hales
City Manager

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is entered into between the City of Bloomington, hereinafter referred to as Seller, and Corn Belt Energy Corporation, hereinafter referred to as Buyer, who agrees as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** Seller sells the following described real estate, for the purpose of building an electric substation, to-wit:

A PART OF SOUTHEAST QUARTER OF SECTION 1 OF
TOWNSHIP 25 NORTH, RANGE 1 EAST OF THE THIRD
PRINCIPAL MERIDIAN, WOODFORD COUNTY, ILLINOIS.

(PIN: 19-01-400-002) (the exact legal description is to be determined via survey and platting to be completed within ninety (90) days after the date of execution of this Contract, but in no case shall said property be greater than .75 acres),

to Buyer, who agrees to pay \$16,500.00 therefor by cashier's check, certified funds, or the equivalent on or before September 12, 2012, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller shall furnish Buyer with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by the Seller and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Special Warranty Deed and shall deliver possession to Buyer upon payment being made as herein provided, on or before September 12, 2012. Seller shall pay water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

4. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:** Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **INSPECTION PERIOD:** Buyer shall, at Buyer's expense and within ninety (90) days after the date of execution of this Contract, determine whether the property is suitable, in the Buyer's sole and absolute discretion for the purpose of building an electric substation. During this period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys, and investigations ("inspections") that Buyer deems necessary to determine to Buyer's satisfaction the property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, easements, government approvals, and licenses; and other inspections that Buyer deems appropriate to determine the property's suitability for the Buyer's intended purpose. If the property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the property at any time during this inspection period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct or any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense (1) repair all damages to the property resulting from the inspections and return the property to the condition it was in prior to the inspections, and (2) release to Seller all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to Seller prior to the expiration of the inspection period of Buyer's determination of whether or not the property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the property as suitable for Buyer's intended use in its "as is" condition. If the property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the inspection period ends.

8. **LANDSCAPPING AND FENCING:** Prior to completing construction of the electric substation, Buyer shall be solely responsible for landscaping (with trees, berms, shrubs,

etc.) and fencing the site location. Said landscaping and fencing shall be utilized to screen the substation and its electrical equipment from view. The size of the concealment shall be sufficient for screening purposes, but not so large as to create a hazard to the public or the function and safety of the equipment. Buyer shall be allowed to disperse excess top soil from purchased property to level and improve adjoining Seller property as approved by the McLean County Director of Parks.

9. **NOTICES, ETC.:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney, or to the party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

10. **PREPARATION AND APPROVAL:** This Contract was prepared by Rosalee Dodson, Seller's attorney, and approved by Buyer and/or Buyer's attorney.

11. **SETTLEMENT:** Closing shall be held in McLean County at such time and place as the parties may agree.

12. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is not subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, *et seq.*) and the Illinois Radon Awareness Act (420 ILCS 46/1, *et seq.*).

13. **ATTORNEY'S FEES AND EXPENSES:** Should Seller or Buyer bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive closing and delivery of deeds.

14. **PERFORMANCE AND DEFAULT:** Time is of the essence of this Contract. If either party fails to perform in accordance with this Contract, then at the option of the other party, and upon the written notice to the other party, this Contract shall thereupon terminate, and either party may pursue any and all legal remedies against the other that are available in law and equity. In addition, the non-prevailing party shall pay all reasonable attorney's fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Contract.

15. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, except as expressly

set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

16. **ADDITONAL PROVISIONS:**

- A. Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act.
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular.
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.
- D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, *et seq.*), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, *et seq.*).
- E. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
- F. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
- G. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).
- H. This Contract is contingent upon approval by the Bloomington City Council.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Contract, of equal effect.

DATE SIGNED BY SELLER: May 30, 2012.

City of Bloomington
a Municipal Corporation

Attest:

Stephen F. Stockton
Mayor

Tracey Covert
City Clerk

DATE SIGNED BY BUYER: June 8, 2012.

Corn Belt Energy Corporation

Attest:

Jeffry D. Reeves
Buyer

Ronald Hopkins
Buyer

Motion by Alderman Fruin, seconded by Alderman Anderson that the sale of .75 acres of vacant land located near Evergreen Lake in Comlara Park to Corn Belt Energy Corporation in the amount of \$16,500 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, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Acquisition of Dedication and Temporary and Permanent Easements for the Morris Ave. Reconstruction Project

RECOMMENDATION: That the Right of Way and Easement Deeds be approved and the Mayor and City Clerk be authorized to sign the necessary documents.

BACKGROUND: At the Council's March 12, 2012 Work Session, staff provided a presentation regarding the use of Motor Fuel Tax (MFT) Funds for major road reconstruction projects. Based on the presentation and resulting discussion, Council recommended that staff pursue the reconstruction of Morris Ave. between Six Points Rd. and Fox Hill Cir. Pursuant to this recommendation, staff negotiated the acquisition of required additional right of way and easements from the property owners along the project. In lieu of payment for the acquisitions, the owners requested improvements to their properties, which are described in the contract documents. Many of these improvements are necessary in order to complete the reconstruction project and will be performed regardless of property acquisition. The improvements which are not required for the project are listed as Non-Project Commitments in the following table. The estimated value of these non-project property improvements is also shown in the table. The right of way and easement values per square foot is consistent with other City purchases performed during the past few years.

	South Morris Avenue Address			
	1401	1403 & 1405	1607	1611
Owner	J. Michael Grosso	Byron S. Tucci	Willaim J. Tevoert	Byron S. Tucci
Parcel ID	21-08-402-011	21-08-456-003	21-08-456-007	21-08-457-008
Easement Area	1,770 sq ft	3,090 sq ft	1,841 sq ft	None
Right of Way Area	None	2,472 sq ft	1,468 sq ft	1,800 sq ft
Non-Project Commitments	<ul style="list-style-type: none"> • BNWRD Annexation • Additional Concrete Driveway 	<ul style="list-style-type: none"> • BNWRD Annexation • BNWRD Tap on • Connect Home & Business to Sanitary Sewer • Additional Concrete Driveway 	<ul style="list-style-type: none"> • BNWRD Tap-on • Connect Business to Sanitary Sewer • Connect Business to Storm Sewer 	<ul style="list-style-type: none"> • Additional Concrete Driveway
Non-Project Commitment Value Total	\$2,410	\$28,775	\$14,750	\$7,438
Non-Project Commitment Value per area of Acquisition	\$1.36 / sq ft	\$5.17 / sq ft	\$4.46 / sq ft	\$4.13 / sq ft

Project Timeline

All right of way and Easements must be acquired before Illinois Department of Transportation (IDOT) will let the city bid the project. This memo includes four (4) of the five (5) required parcels needed for the project. Staff is negotiating with the fifth property owner and expect to have a signed contract by May 29, 2012. If acquired, this contract will be on the June 11, 2012 Council Agenda. If negotiations fail and the parcel cannot be acquired, the construction plans will be revised. Revisions include the addition of a poured concrete retaining wall adjacent to this property. The revised plans must be reviewed and approved by IDOT before the project can be bid.

IDOT has provided comments on the initial Plans and Specifications. These comments have been addressed and a revised set of Plans and Specifications will be submitted once a signed contract for the fifth parcel has been obtained or the retaining wall is added to the project. We expect to submit Final Plans and Specifications to IDOT by June 1, 2012. Their current review schedule is about two (2) to three (3) weeks. If IDOT approves these Plans and Specifications by June 15, 2012 and Council approves the right of way and easement contracts during the May 29, 2012 and June 11, 2012 Council Meetings, the project should go out for bid either the week of June 18, 2012 or June 25, 2012. The construction contract should be on the July 23, 2012 or

August 13, 2012 Council Agenda. Based on this bidding schedule, construction should begin by late July to mid-August.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Property owners shown in the previous table.

FINANCIAL IMPACT: The Fiscal Year (FY) 2012 budget included \$60,000 for property acquisition relative to this project. Funding for property acquisition was not included in the FY 2013 budget since negotiations indicated that most property owners wanted improvements in lieu of payment. The cost for these improvements will be included in construction contract. There will be some minor cost to the City relative to the Bloomington-Normal Water Reclamation District (BNWRD). Owners connecting to the sanitary sewer have asked the City to pay the tap on fees. Owners that are not currently annexed to BNWRD have also requested that the City pay the annexation fee. The total tap on and annexation fees for all affected properties is \$4,640. Payment to the BNWRD will be from Sanitary Sewer Operations Funds 51101100-72550.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Jim Karch, PE CFM
Director of Public Works

Patti-Lynn Silva
Director of Finance

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency by:

Recommended by:

J. Todd Greenburg
Corporate Counsel

David A. Hales
City Manager

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between J. Michael Grosso, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

1. DESCRIPTION, PRICE AND PAYMENT:

Easement

A part of Lot 5 in a Subdivision of the Southeast 1/4 of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows:
Commencing at the southeast corner of said Lot 5; thence, West 43 feet along south line of said Lot 5 to the Point of Beginning; thence, North 118 feet along the west right-of-way line of Morris Avenue; thence, West 15 feet along a line parallel to the south line of said Lot 5;

thence, South 118 feet along a line parallel to the west right-of-way line of Morris Avenue to the south line of said Lot 5; thence, East 15 feet to the Point of Beginning, all being a part of Lot 1 in Grosso Subdivision, containing 0.041 acres, more or less, Mclean County, Illinois. Parcel ID No. 21-08-402-011

Seller agrees to accept the improvements listed in paragraph 13E as full compensation for the above described easement.

2. EVIDENCE OF TITLE: Buyer shall obtain written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.
3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to the said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and deliver possession to Buyer upon payment being made as herein provided, on or before the 31st day of May, 2012.
4. INSURANCE: This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. TAXES: Seller shall pay all general real estate taxes assessed for 2011 and Buyer shall pay all such taxes assessed for 2012 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.
6. ENCUMBRANCES:
 - A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
 - B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title un-merchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
7. PERSONAL PROPERTY: (Deleted)
8. FINANCING: (Deleted)
9. TERMITE PROVISION: (Deleted)

10. EQUIPMENT & INSPECTIONS:

A. Equipment: (Deleted)

B. Initial Inspections: (Deleted)

C. Radon Testing: (Deleted)

D. Well/Septic Testing: (Deleted)

E. Toxic or Hazardous Waste: Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

F. Final Inspection: (Deleted)

11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)

12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:

A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

13. ADDITIONAL PROVISIONS:

A. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

B. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

C. This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.

D. The purchase price includes compensation for the removal of all bushes, trees, landscaping, pavement or other improvements within the proposed right-of-way and easement areas. There shall be no other payment due for the loss of these items.

E. Buyer will extend a new 1-1/2" water service across Morris Avenue to Seller's property and connect to the existing water piping at or near the property line. Buyer will prepare all documents and pay all fees in order to annex Seller's property to the Bloomington Normal Water Reclamation District (BNWRD). Buyer will extend a 6" sanitary sewer service to Seller's property at or near the easement line. Seller may connect to the sewer service without payment of a tap on fee to the City. Seller will be responsible for payment of tap on fees to BNWRD, taxes related to said annexation and all sewer usage

fees. Buyer will relocate the existing sign to a location mutually agreeable to the both Buyer & Seller and reconnect the power supply. Buyer will also construct 8 inch thick commercial driveway as shown on attached Right-of-Way Exhibit.

14. ESCROWEE: (Deleted)
15. NOTICES, ETC.: Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.
16. PREPARATION AND APPROVAL: This Contract was prepared by Todd Greenburg, Buyer's attorney, and approved by N/A attorney.
17. SETTLEMENT: Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.
18. SELLER'S DISCLOSURE: The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)
19. ATTORNEY'S FEES AND EXPENSES: Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.
20. DEFAULT: In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.
21. ENTIRE AGREEMENT: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.
22. FORM OF AGREEMENT: This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, and 6.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

BUYER
City of Bloomington,
a Municipal Corporation

J. Michael Grosso

Stephen F. Stockton
Mayor

Date: May 5, 2012

Date: May 30, 2012

ATTEST:

Tracey Covert
City Clerk

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between William J. Tevoert, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

1. DESCRIPTION, PRICE AND PAYMENT:

Right-of-Way Property

A part of Lot 13 in a Subdivision of the Southeast 1/4 of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the southwest corner of said Lot 13; thence, East 652.8 feet along south line of said Lot 13 to the Point of Beginning; thence, North 122.2 feet along west right-of-way line of Morris Avenue; thence, West 12 feet along a line parallel to the north line of said Lot 13; thence, South 122.52 feet along a line parallel to the west right-of-way line of Morris Avenue to the south line of said Lot 13; thence, east 12 feet to the Point of Beginning, containing 0.034 acres, more or less, Mclean County, Illinois. Parcel ID No. 21-08-456-007

Easement

A part of Lot 13 in a Subdivision of the Southeast 1/4 of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the southwest corner of said Lot 13; thence, East 640.8 feet along south line of said Lot 13 to the Point of Beginning; thence, North 122.52 feet along a line parallel to the west right-of-way line of Morris Avenue; thence, West 15 feet along a line parallel to the south line of said Lot 13; thence, South 122.92 feet along a line parallel to the west right-of-way line of Morris Avenue to the south line of said Lot 13; thence, east 15 feet to the Point of Beginning, containing 0.042 acres, more or less, Mclean County, Illinois. Parcel ID No. 21-08-456-007

Seller agrees to accept the improvements listed in paragraph 13E as full compensation for the above described right-of-way property and easement.

2. EVIDENCE OF TITLE: Buyer shall obtain written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.
3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to the said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and deliver possession to Buyer upon payment being made as herein provided, on or before the 31st day of May, 2012.
4. INSURANCE: This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. TAXES: Seller shall pay all general real estate taxes assessed for 2011 and Buyer shall pay all such taxes assessed for 2012 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.
6. ENCUMBRANCES:
 - A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
 - B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title un-merchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
7. PERSONAL PROPERTY: (Deleted)
8. FINANCING: (Deleted)
9. TERMITE PROVISION: (Deleted)
10. EQUIPMENT & INSPECTIONS:
 - A. Equipment: (Deleted)
 - B. Initial Inspections: (Deleted)

C. Radon Testing: (Deleted)

D. Well/Septic Testing: (Deleted)

F. Toxic or Hazardous Waste: Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

G. Final Inspection: (Deleted)

11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)

12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:

A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

13. ADDITIONAL PROVISIONS:

A. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

B. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

C. This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.

D. The purchase price includes compensation for the removal of bushes, trees, landscaping, pavement or other improvements within the proposed right-of-way and easement areas. There shall be no other payment due for the loss of these items.

E. Buyer will extend a new 1-1/2" water services across Morris Avenue to Seller's property and connect to the existing water piping at or near the property line. Buyer will also extend a 6" sanitary sewer service to Seller's property and connect to the existing floor drain and sewer service piping. Buyer will extend a 6" storm sewer service to Seller's property and connect to the existing storm drain / down spout piping. Buyer will relocate the existing sign to a location mutually agreeable to both Buyer & Seller. Buyer will also construct 8 inch thick commercial driveways as shown on attached Right-of-Way Exhibit. Seller will not be responsible for tap on fees or other costs for these items.

14. ESCROWEE: (Deleted)

15. NOTICES, ETC.: Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.
16. PREPARATION AND APPROVAL: This Contract was prepared by Todd Greenburg, Buyer's attorney, and approved by N/A, W.J. attorney.
17. SETTLEMENT: Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.
18. SELLER'S DISCLOSURE: The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)
19. ATTORNEY'S FEES AND EXPENSES: Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.
20. DEFAULT: In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.
21. ENTIRE AGREEMENT: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.
22. FORM OF AGREEMENT: This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, and 6.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

William J. Tevoert

BUYER

City of Bloomington
a Municipal Corporation

Stephen F. Stockton
Mayor

Date: May 8, 2012

Date: May 30, 2012

ATTEST:

Tracey Covert
City Clerk

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between Byron S. Tucci, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

1. DESCRIPTION, PRICE AND PAYMENT:

Right-of-Way Property

A part of Lot 13 in a Subdivision of the Southeast $\frac{1}{4}$ of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the northwest corner of said Lot 13; thence, East 658.02 feet along north line of said Lot 13 to the Point of Beginning; thence, South 206 feet along west right-of-way line of Morris Avenue; thence, West 12 feet along a line parallel to the north line of said Lot 13; thence, North 206 feet along a line parallel to the west right-of-way line of Morris Avenue to the north line of said Lot 13; thence, East 12 feet to the Point of Beginning, containing 0.057 acres, more or less, Mclean County, Illinois. Parcel ID No. 21-08-456-003

Easement

A part of Lot 13 in a Subdivision of the Southeast $\frac{1}{4}$ of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the northwest corner of said Lot 13; thence, East 646.02 feet along north line of said Lot 13 to the Point of Beginning; thence, South 206 feet along a line parallel to the west right-of-way line of Morris Avenue; thence, West 15 feet along a line parallel to the north line of said Lot 13; thence, North 206 feet along a line parallel to the west right-of-way line of Morris Avenue to the north line of said Lot 13; thence, East 15 feet to the Point of Beginning, containing 0.071 acres, more or less, Mclean County, Illinois. Parcel ID No. 21-08-456-003

Seller agrees to accept the improvements listed in paragraph 13E as full compensation for the above described right-of-way property and easement.

2. EVIDENCE OF TITLE: Buyer shall obtain written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to

correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to the said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and deliver possession to Buyer upon payment being made as herein provided, on or before the 31st day of May, 2012.
4. INSURANCE: This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. TAXES: Seller shall pay all general real estate taxes assessed for 2011 and Buyer shall pay all such taxes assessed for 2012 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.
6. ENCUMBRANCES:
 - A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
 - B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title un-merchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
7. PERSONAL PROPERTY: (Deleted)
8. FINANCING: (Deleted)
9. TERMITE PROVISION: (Deleted)
10. EQUIPMENT & INSPECTIONS:
 - A. Equipment: (Deleted)
 - B. Initial Inspections: (Deleted)
 - C. Radon Testing: (Deleted)
 - D. Well/Septic Testing: (Deleted)
 - E. Toxic or Hazardous Waste: Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois

Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

F. Final Inspection: (Deleted)

11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)

12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:

A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

13. ADDITIONAL PROVISIONS:

A. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

B. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

C. This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.

D. The purchase price includes compensation for the removal all bushes, trees, landscaping, pavement or other improvements within the proposed right-of-way and easement areas. There shall be no other payment due for the loss of these items.

E. Buyer will extend two new 1-1/2" water services across Morris Avenue to Seller's property and connect to the existing single family residence and commercial business water piping at or near each building. Buyer will prepare all documents and pay all fees in order to annex Seller's property to the Bloomington Normal Water Reclamation District (BNWRD). Buyer will also extend a 6" sanitary sewer service to Seller's property and connect to the existing sewer service piping from each building. Buyer will also construct 8 inch thick commercial driveways and 4" thick sidewalk as shown on attached Right-of-Way Exhibit. Final finish on the driveways and sidewalk shall be as directed by the Seller. Buyer will relocate the existing sign and lights to locations mutually agreeable to the both Buyer & Seller and reconnect the power supply. Headstones within the proposed right-of-way and easement area will be relocated by owner prior to the start of construction. Headstone displays may be placed within the easement area after construction is complete. Seller will not be responsible for tap on fees or construction costs for these items. Seller will be responsible for taxes related to said annexation and all sewer usage fees.

14. ESCROWEE: (Deleted)

15. NOTICES, ETC.: Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the

first page hereof.

16. PREPARATION AND APPROVAL: This Contract was prepared by Todd Greenburg, Buyer's attorney, and approved by Bob Lenz, attorney.
17. SETTLEMENT: Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.
18. SELLER'S DISCLOSURE: The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)
19. ATTORNEY'S FEES AND EXPENSES: Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.
20. DEFAULT: In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.
21. ENTIRE AGREEMENT: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.
22. FORM OF AGREEMENT: This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, and 6.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

Byron S. Tucci

Date: May 10, 2012

BUYER

City of Bloomington
a Municipal Corporation

Stephen F. Stockton
Mayor

Date: May 30, 2012

ATTEST:

Tracey Covert
City Clerk

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between Byron S. Tucci, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

1. DESCRIPTION, PRICE AND PAYMENT:

Right-of-Way Property

The east 12 feet of Lots 1 & 6 in a Subdivision of part of Lots 14 and 15 in a Subdivision of the Southeast ¼ of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, containing 0.041 acres, more or less, Mclean County, Illinois. Parcel ID No. 21-08-457-008

Seller agrees to accept the improvements listed in paragraph 13E as full compensation for the above described right-of-way property and easement.

2. **EVIDENCE OF TITLE:** Buyer shall obtain written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.
3. **DEED, GRANT OF EASEMENT AND POSSESSION:** Seller will cause fee simple title to the said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and deliver possession to Buyer upon payment being made as herein provided, on or before the 31st day of May, 2012.
4. **INSURANCE:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. **TAXES:** Seller shall pay all general real estate taxes assessed for 2011 and Buyer shall pay all such taxes assessed for 2012 and subsequent years as to that part of Seller's property being

conveyed. This provision shall survive closing and delivery of deeds.

6. ENCUMBRANCES:

- A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
- B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title un-merchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. PERSONAL PROPERTY: (Deleted)

8. FINANCING: (Deleted)

9. TERMITE PROVISION: (Deleted)

10. EQUIPMENT & INSPECTIONS:

A. Equipment: (Deleted)

B. Initial Inspections: (Deleted)

C. Radon Testing: (Deleted)

D. Well/Septic Testing: (Deleted)

F. Toxic or Hazardous Waste: Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

G. Final Inspection: (Deleted)

11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)

12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:

- A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

13. ADDITIONAL PROVISIONS:

A. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

B. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

C. This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.

D. The purchase price includes compensation for the removal of all landscaping, pavement or other improvements within the proposed right-of-way area. There shall be no other payment due for the loss of these items.

E. Buyer will extend a new 1-1/2" water service across Morris Avenue to Seller's property and connect to the existing water piping at or near the property line. Buyer will also construct 8 inch thick commercial driveways as shown on attached Right-of-Way Exhibit. A 5 foot wide sidewalk will be constructed from the City sidewalk to the existing sidewalk at the entry door. Area between the two driveways in front of the building will be grass or landscaping.

14. ESCROWEE: (Deleted)

15. NOTICES, ETC.: Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

16. PREPARATION AND APPROVAL: This Contract was prepared by Todd Greenburg, Buyer's attorney, and approved by Bob Lenz, attorney.

17. SETTLEMENT: Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.

18. SELLER'S DISCLOSURE: The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)

19. ATTORNEY'S FEES AND EXPENSES: Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

20. DEFAULT: In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.

21. ENTIRE AGREEMENT: This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

22. FORM OF AGREEMENT: This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, and 6.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

BUYER

City of Bloomington
a Municipal Corporation

Byron S. Tucci

Stephen F. Stockton
Mayor

Date: May 10, 2012

Date: May 30, 2012

ATTEST:

Tracey Covert
City Clerk

(DEEDS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fruin, seconded by Alderman Anderson that the Right of Way and Easement Deeds be approved 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, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Dedication - Utility Easement along Morris Ave

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

BACKGROUND: In January 2012, the State's Department of Central Management Services submitted plans and a permit application for the construction of a fiber optic line along streets

within the City and state right of way. One of the routes is along Morris Ave. between Six Points Rd. and Macarthur Ave. With the upcoming Morris Ave. reconstruction between Six Points Rd. and Fox Hill Circle, staff was concerned with the proposed installation of a fiber optic line within the existing right-of-way. The road reconstruction project includes the installation of new City utilities, including sanitary sewer, storm sewer, water main and a communications conduit. In order to pursue the installation of the fiber optic line and avoid conflicts with our road reconstruction project, the state is requesting the Dedication of the Utility Easement along the east side of Morris Ave. The fifteen foot (15') wide easement is in Forrest Park, immediately adjacent to the existing road right of way. Installation of the fiber optic line will be done by directional drilling so that minimal, if any, surface disturbance occurs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: State of Illinois.

FINANCIAL IMPACT: The State of Illinois is responsible for all expenses related to this dedication, including filing and recording fees. In addition, the State is entirely responsible for the installation costs for the fiber optic line.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed by:

Jim Karch, PE CFM
Director of Public Works

John Kennedy, Director of
Parks, Recreation & Cultural Arts

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency by:

Recommended by:

J. Todd Greenburg
Corporate Counsel

David A. Hales
City Manager

PETITION FOR DEDICATION OF UTILITY EASEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

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

Now comes the State of Illinois, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as a utility owner in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the dedication of a Utility Easement adjacent to said premises.

WHEREFORE, your Petitioner prays that the Utility Easement be dedicated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: Ngozi E. Okorafor
Illinois Department of
Central Management Services

ORDINANCE NO. 2012 - 29

**AN ORDINANCE PROVIDING FOR THE DEDICATION OF
A UTILITY EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the dedication of a Utility Easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said Utility Easement as requested in this case.

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

1. That the Utility Easement is hereby dedicated.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 29th day of May, 2012.

APPROVED this 30th day of May, 2012.

APPROVED:

Stephen Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Proposed easement: The west 1150 feet of Parcel 21 – 08 – 431 – 007 in the southeast ¼ Section 8, Township 23 North, Range 2 East of the 3rd Principal Meridian in McLean County, Illinois, being 15 feet immediately east of and adjacent to the west line of said southeast ¼ section 8.

Proposed easement: The west 315 feet of Parcel 21 – 08 – 430 – 018 in the southeast ¼ Section 8, Township 23 North, Range 2 East of the 3rd Principal Meridian in McLean County, Illinois, being 15 feet immediately east of and adjacent to the west line of said southeast ¼ of Section 8.

Proposed easement: The west 320 feet of Parcel 21 – 08 – 276 – 005 in the southeast ¼ of Section 8, Township 23 North, Range 2 East of the 3rd Principal Meridian in McLean County, Illinois, being 15 feet immediately east of and adjacent to the west line of said southeast ¼ of Section 8 and ending at point 320 feet directly north and perpendicular to the northern right of way line of Tanner St.

Motion by Alderman Fruin, seconded by Alderman Anderson that the Dedication be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amended Preliminary Plan for the St. Ivan's Planned Unit Development (PUD) which is for the property located north of Fox Creek Country Club Subdivision, Fifth Addition, west of Heritage Estates and east of the Den at Fox Creek Golf Course, and consisting of approximately five (5) acres

RECOMMENDATION: That the Amended Preliminary Plan be approved, and the Ordinance passed.

BACKGROUND: The original Preliminary Plan was approved by Council on June 13, 2005. The developer originally planned to build condominiums, a swimming pool and an exercise room. The petitioner is requesting to amend the preliminary plan by replacing the condominiums with high end rental units. The swimming pool and exercise room will be replaced with two (2) additional dwelling units. One (1) of the units will be an Americans with Disabilities Act (ADA) accessible unit.

The site is zoned B-2, General Business Service District. The proposed changes to the units should not create any nuisances for the nearby existing residences. The residential density will increase but will still be in compliance with the zoning ordinance. The site will be in compliance with the required number of parking spaces.

The Planning Commission reviewed the petition on May 9, 2012. The petitioner spoke at the hearing explaining the desired change. The Commission held a public hearing and except for the petitioner, no one from the public spoke in favor or against the petition. The Planning Commission voted 7-0 to recommend approval of the petition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 104 property owners within 500 feet of the PUD property. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The financial impact on funding City services should be an increase in property tax revenue due to the two (2) additional high end rental dwelling units which should have a much higher value than standard apartments. There should be no significant increase in a demand on City services.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Mark Woolard
City Planner

Mark R. Huber
Director of PACE

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

**PETITION FOR APPROVAL OF AMENDED PRELIMINARY PLAN FOR A
PLANNED UNIT DEVELOPMENT**

State of Illinois)
) ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, Illinois.

Now comes St. Ivan’s, LLC, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibit A, attached hereto and made a part hereof, to be known by this reference;

2. That your Petitioner seeks approval of the Amended Preliminary Plan for a planned unit development of said premises to be known and described as St. Ivan's, which Amended Preliminary Plan is attached hereto and made a part hereof;
3. That your Petitioner seeks no approval of any exemptions or variations from the Provisions of the Bloomington City Code.

WHEREFORE, your Petitioner prays that the Amended Preliminary Plan for the St. Ivan's Planned Unit Development submitted herewith be approved.

Respectfully submitted,

St. Ivan's, LLC

By: David Fedor
Registered Agent

ORDINANCE NO. 2012 - 30

AN ORDINANCE APPROVING THE AMENDED PRELIMINARY PLAN OF THE ST. IVAN'S PLANNED UNIT DEVELOPMENT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for approval of the Amended Preliminary Plan of St. Ivan's Planned Unit Development, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code; and

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

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

1. That the Amended Preliminary Plan of the St. Ivan's Planned Unit Development be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effect as of the time of its passage on this 29th day of May, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of Outlot 1 in Fox Creek Country Club in the City of Bloomington, according to Document No. 95-26592 in the McLean County Recorder of Deeds, McLean County, Illinois, located in the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows:

Beginning as a point of reference at the intersection of the south right-of-way line of Fox Creek Road, as dedicated in Tract 1 in the First Addition to said Fox Creek Country Club (Document No. 96-10334) and the East Line of said Outlot 1, thence South 1° 07' 17" East (assumed bearing) 570.00 feet along the East Line of said Outlot 1 to the Northeast Corner of the Fifth Addition to Fox Creek Country Club (Document No. 98-16606);

Thence South 88° 52' 43" West 330.00 feet along the North Line of said Fifth Addition to Fox Creek Country Club;

Thence North 1° 07' 17" West 275.00 feet along the East Line of Lot 5 in said Fox Creek Country Club;

Thence North 46° 32' 17" West 194.69 feet along the Northeast Line of said Lot 5;

Thence North 2° 08' 17" West 150.00 feet along the East Line of the Tenth Addition to Fox Creek Country Club (Document No. 2002-16772) to the said South right-of-way line of Fox Creek Road;

Thence North 87° 51' 43" East 471.40 feet along the said South right of way line of Fox Creek Road to the point of beginning, containing 5.00 acres, more or less.

Motion by Alderman Fruin, seconded by Alderman Anderson that the Amended Preliminary Plan be approved, and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Wheeled Recycling Carts

RECOMMENDATION: That the purchase of Wheeled Recycling Carts from SSI Schaefer, Charlotte, NC. in the amount of \$950,000 be approved, the Purchasing Agent be authorized to issue a Purchase Order for the same, and the Resolution be adopted.

BACKGROUND: On March 12, 2012, Staff presented a single stream recycling program report which laid out the timeline and steps needed to implement an effective curbside carted recycling program. Staff has continued to move forward and is ready to start the public cart sign up period from June 1, 2012 through June 30, 2012. During this period, residents who currently

participate in our solid waste program will be able to sign up for a sixty-five (65) or ninety-five (95) gallon recycling cart to place at the curb for bi-weekly collection. Residents who already participate in curbside recycling will receive a targeted mailing thanking them for their current participation in the recycling program. They will receive a ninety-five (95) gallon recycling cart unless they contact the City to say that they either want a sixty-five (65) gallon cart or do not wish to continue participating in the program.

Staff utilized seasonal labor to drive on the recycle routes to gather a database of addresses that currently participate in the single stream recycling program. The data gathered determined that forty-two percent (42%) of the City's 25,500 households in the refuse program currently recycle.

In order to provide residents with a timeframe for cart delivery, the Council needs to provide direction on one of the following options:

Option 1. Staff Recommended: Waive the formal bidding process and accept the attached quote from SSI Schaefer.

Staff have tested carts from several vendors including, Otto, Toter and Cascade, with mixed reviews. Schaefer carts were staff's choice after the testing.

Locally, Allied Waste (Republic) and the Town of Normal have been successful using the Schaefer automated carts. These entities have competitively bid carts in the past and tested other cart options with minimal success. Schaefer has agreed to extend the price given to the Town of Normal for their carts purchase in April 2012. The City currently uses the automated system for Schaefer carts at schools and City properties without any operational issues.

By waiving the bidding process, staff will be able to streamline the transition for residents to receive a recycling cart. The City already has the needed equipment. This action will allow the recycling program to start earlier. Carts typically take four to six (4 – 6) weeks to make and be delivered to the City for distribution. With Council approval of option 1, carts will be delivered to citizens toward the end of July 2012.

Staff anticipates making an initial order of 12,000 carts that includes 11,000 – ninety-five (95) gallon carts and 1,000 – sixty-five (65) gallon carts. The ninety-five (95) gallon cart is the default cart for the program. It is considered best management practice in the industry to have this size when working with a bi-weekly collection program. Even for those who don't recycle often, the ninety-five (95) gallon cart will provide the additional space during the heavy recycle periods of the year. Citizens will be encouraged to try the ninety-five (95) gallon cart for thirty (30) days before switching to a sixty-five (65) gallon cart. Normal found that only five percent (5%) of their residents requested to switch to a sixty-five (65) gallon cart after a thirty (30) day trial period.

The following is a chart showing there is not much size difference between the two sizes of carts:

<u>Size</u>	<u>Height</u>	<u>Width</u>	<u>Depth</u>
Automated 95 gallon cart	46"	29"	34"
Automated 65 gallon cart	40"	26"	28"
Old 14 gallon blue bins	14"	16"	20"

The carts will have an in mold label on the lid encouraging residents on what they can and can't recycle. A copy of this label is attached. The carts will have a sticker on the side of the cart showing that it is a recycling cart for both residents and City crews. A copy of this sticker is attached. In addition, the carts will be hot stamped with a serial number and "Property of the City of Bloomington". Residents will be encouraged to track their serial number or add their address to the cart for identification. The City will own the carts and the carts will stay with the property. The carts will be provided to residents at no charge. Secondary carts will be available for purchase for sixty dollars (\$60) per cart.

A quote of four dollars (\$4) per cart was given to the City for a contractor to deliver the carts to the specified addresses within the City. This price seemed high to staff so delivery will be performed using in house staff and additional seasonal labor. For the cart amount of 12,000, the cost would be \$48,000 for a contractor to deliver the carts. Including direct and indirect costs, our staff is able to complete delivery for under \$21,000. This in-house price is conservatively high and includes salaries, benefits, fuel, equipment rental, and mileage.

Option 2: Direct staff to competitively bid the cart purchase for the single stream recycling program. There are multiple vendors, including Otto, Toter and Cascade, who would bid on this cart if it were competitively bid. Staff has used each of these carts before with mixed results. If the carts were bid, the expectation would be that carts would be delivered in October.

Staff recommends approval of Option 1 because of the shortened delivery schedule, quality recommends approval of Option 1 because of the shortened delivery schedule, quality and positive history using Schaefer carts and an extension of the Town of Normal's cart bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal, Allied Waste (Republic), Ecology Action Center, Council's Work Session.

FINANCIAL IMPACT: The Fiscal Year (FY) 2012 Capital Lease program incorporated a \$950,000 budget for the purchase of approximately 19,000 refuse carts (65 and 95 gallon) for the single stream program. Staff plans to purchase 12,000 initially, with 7,000 additional carts purchased at a later date. The FY 2013 Budget incorporated this \$950,000 budget in line item 40110110-72140.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review by:

Jim Karch, PE CFM
Director of Public Works

Timothy Ervin
Performance Auditor/
Budget Manager

Patty-Lynn Silva
Director of Finance

Reviewed as to legal sufficiency:

Reviewed by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Mayor Stockton asked David Hales, City Manager to address this item.

David Hales, City Manager informed Council that this item was being removed from the agenda. Additional information had been received. This item would go through City's formal bid process. Until the process was complete the new recycling trucks would be operated manually.

Mayor Stockton stated that there could be potential savings.

Alderman Fazzini requested displaying various recycle bins in City buildings.

Alderman Stearns believed that more residents would use containers with lids. She expressed support for following the formal bid process.

MAYOR'S DISCUSSION: None.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Schmidt recognized Alderman McDade as a recipient of the YWCA Woman of Distinction Rust Volunteer Service award.

Alderman Stearns expressed appreciation to the various Veterans' groups which performed ceremonies at Miller Park after the Memorial Day Parade.

Alderman Fazzini reminded Council of the 14th Annual Economic Outlook for McLean County which will be held Tuesday, June 12, 2012. This was an opportunity to learn about the county.

Alderman Fruin reminded Council of the Gaelic Park grand opening, located at Ballyshannon Dr. and Cave Creek Rd. which will be held Thursday, June 7, 2012 at 6:00 p.m.

Motion by Alderman Anderson, seconded by Alderman Stearns, that the meeting be adjourned. Time: 7:24 p.m.

Motion carried.

**Renee Gooderham
Chief Deputy City Clerk**