

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:34 p.m., Monday, May 24, 2010.

The Meeting was opened by Pledging Allegiance to the Flag followed by a moment of silence.

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

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

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

The following was presented:

Oath of Office – Police Patrol Officer Christian Gallion.

Randy McKinley, Police Chief, introduced Christian Gallion. He was hired on July 29, 2008. Mr. Gallion was a National Guard member. He was accompanied by his wife and son. Two (2) foreign exchange students also resided with them. One (1) of them was also present this evening.

Tracey Covert, City Clerk, performed the Oath of Office. Mayor Stockton presented the certificate. Mr. Gallion stated he was pleased to be here.

The following was presented:

Presentation of \$115,000 to the City from Miller Park Zoological Society.

Mayor Stockton introduced this item. Behind the Zoo was an active organization with tireless volunteers. Heather Paul, Vice President – Miller Park Zoological Society, addressed the Council. The Society was pleased and proud to sponsor the Miller Park Zoo. The Society focused on its partnership with the zookeepers and staff. The Zoological Society focused on educating and engaging community members, fundraising to support the zoo and raising awareness. This year's contribution was \$115,000 in support of the Zoo. She was pleased to have such a wonderful community asset. Mayor Stockton noted this was a considerable amount of money. The volunteers enjoyed serving and the community benefited. Ms. Paul stated the Zoo Do would be held on Saturday, September

11, 2010 at the Zoo. This would be a fundraiser with an auction. Committee efforts were under way. Mayor Stockton extended his appreciation to the Board and membership.

The following was presented:

SUBJECT: Council Proceedings of January 28, 2008 and February 22, 2010

RECOMMENDATION: That the reading of the minutes of the previous Council meetings of January 28, 2008 and February 22, 2010 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of January 28, 2008 and February 22, 2010 have been reviewed and certified as correct and complete by the City Clerk.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman McDade, seconded by Alderman Purcell that the reading of the minutes of the previous Council Meetings of January 28, 2008 and February 22, 2010 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

BACKGROUND: The list of bills and payrolls will be furnished to you on Friday, May 21, 2010 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Timothy Ervin
Director of Finance

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Ron Schultz, 1208 E. Oakland Ave., addressed the Council. He questioned the deposit fee for the Martin Luther King Jr. speaker, the costs and who the responsible party was. Mayor Stockton noted it was a joint program with the Town of Normal. The work was done by the two (2) Human Relations Commissions.

Mr. Schultz questioned the cost for Lyle Sumek Associates, Inc. He cited the previous year's cost and previous experience. David Hales, City Manager, stated the City had a predetermined hourly rate for consultants. Mayor Stockton added Mr. Sumek was hired to help develop the Strategic Plan.

Mr. Schultz questioned the Sister Cities Program's travel expenses. Barbara Adkins, Deputy City Manager, stated it was an intergovernmental agreement with the Town of Normal. The City acted as a bank for the program. The program was jointly funded by the City and the Town.

Mr. Schultz questioned the lawsuit settlement. Todd Greenburg, Corporate Counsel, stated the lawsuit was for a breach of contract concerning Airport Road. It was settled before trial.

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payments from Various Municipal Departments

RECOMMENDATION: That the payments be approved.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: As follows:

1. The first partial payment to Convention and Visitors Bureau in the amount of \$42,300 on a contract amount of \$507,600 of which \$42,300 will have been paid to date for work certified as 8% complete for the CVB Annual Funding. Completion date – April 2011.
2. The first partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,000 on a contract amount of \$72,000 of which \$6,000 will have been paid to date for work certified as 8% complete for the McLean County Economic Development. Completion date – April 2011.
3. The thirteenth partial payment to Technical Design Services in the amount of \$3,280.88 on a contract amount of \$99,619 of which \$83,599.94 (\$6,290.06 in reimburseables) will have been paid to date for work certified as 88% complete for the Enterprise Resource Planning Full System Selection Process – Phase 1. Completion date – October 2010.
4. The eleventh and final payment to the Pantagraph in the amount of \$4,374 on a contract amount of \$46,580.16 of which \$44,582.60 will have been paid to date for work certified as 100% complete for the 2009-2010 Seasonal Advertising Services. Completion date – April 2010.
5. The tenth and final payment to Johnston Contractors, Inc. in the amount of \$2,364.72 on a contract amount of \$372,030.02 of which \$372,030.02 will have been paid to date for work certified as 100% complete for the McGraw Park – Phase II – Restroom Facilities. Completion date – September 2009.
6. The fourth partial payment to Carl Walker, Inc. in the amount of \$3,626.19 on a contract amount of \$28,600 of which \$18,687.04 (\$387.04 in reimburseables) will have been paid to date for work certified as 64% complete for the Design for Market St. Garage Restoration. Completion date – June 2010.

7. The fourth partial payment to Testing Services Corporation in the amount of \$3,925.50 on a per ton and hour contract of which \$6,620 will have been paid to date for work certified as ongoing for the 2010-2011 Asphalt & Portland Concrete Plant Inspection and Laboratory Testing. Completion date – December 2011.
8. The fifth partial payment to Felmley Dickerson in the amount of \$35,715.24 on a contract amount of \$148,157.50 of which \$96,001.84 will have been paid to date for work certified as 65% complete for the 2009-2010 Sidewalk Replacement and Handicap Ramp Program. Completion date – May 2010.
9. The third partial payment to Stark Excavating, Inc. in the amount of \$52,882.38 on a contract amount of \$929,561.50 of which \$102,763.25 will have been paid to date for work certified as 11% complete for the Division B – TIF District Streetscape Improvements. Completion date – August 2010.
10. The fourth partial payment to Consoer Townsend Envirodyne in the amount of \$5,924.66 on a contract amount of \$20,000 of which \$13,448.21 will have been paid to date for work certified as 67% complete for the Design of Dust Collection System for Lime Conveyance System at Lake Bloomington. Completion date – December 2010.
11. The thirty-first partial payment to Consoer Townsend & Associates in the amount of \$1,284.56 on a contract amount of \$185,000 of which \$152,709.56 will have been paid to date for work certified as 83% complete for the Water Department Electrical Improvements at Lake Bloomington. Completion date – December 2010.
12. The fourteenth partial payment to Clark Dietz in the amount of \$42.50 on a contract amount of \$15,000 of which \$12,897.60 will have been paid to date for work certified as 86% complete for the Permit Modification from IDNR Evergreen Reservoir Fish Barrier. Completion date – December 2010.
13. The thirty-fifth and final payment to Farnsworth Group in the amount of \$1,573.94 on a contract amount of \$384,300 of which \$384,300 will have been paid to date for work certified as 100% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Survey. Completion date – February 2009.
14. The ninth partial payment to Clark Dietz in the amount of \$4,160.60 on a contract amount of \$20,000 of which \$15,076.14 will have been paid to date for work certified as 75% complete for the Inspection Services for Water Main Construction on E. Lincoln from Morrissey to McGregor. Completion date – December 2010.
15. The sixth partial payment to Clark Dietz in the amount of \$1,845.04 on a contract amount of \$20,000 of which \$18,438.26 will have been paid to date for work certified as 92% complete for the Inspection of Water Main Construction on Ireland Grove from Kickapoo Creek to Benjamin School. Completion date – December 2010.

16. The eleventh and final payment to Farnsworth Group in the amount of \$775 on a contract amount of \$103,000 of which \$103,000 will have been paid to date for work certified as 100% complete for the Inspection Services for Pipeline Rd. Transmission Main Replacement. Completion date – December 2010.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Tracey Covert
City Clerk

Timothy Ervin
Director of Finance

David A. Hales
City Manager

Motion by Alderman McDade, seconded by Alderman Purcell that the payments be approved

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments and Reappointments to Various Boards and Commissions

RECOMMENDATION: That the Appointment and Reappointments be approved.

BACKGROUND:

Cultural District Commission:

Appoint Alex Cardona, 9697 Windgate Dr. His term will expire on April 30, 2010.

Bloomington Housing Authority:

Reappoint Barbara Adkins, 109 E Olive St. Her term will expire on April 30, 2015.

Reappoint Faye Townsend, 101 E MacArthur Apt. 1201. Her term will expire on April 30, 2010.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Katie Buydos
Executive Assistant

David A. Hales
City Manager

Alderman Fruin complimented staff on adding attendance information. He believed this an important detail.

Motion by Alderman McDade, seconded by Alderman Purcell that the Appointment and Reappointments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Partial Payment to the Grove on Kickapoo Creek, LLC for the Grove on Kickapoo Creek Subdivision 2nd Addition - Black Oak Boulevard Oversizing

RECOMMENDATION: That the payment be approved.

BACKGROUND: On September 26, 2005, Council approved an Annexation Agreement with the Grove on Kickapoo Creek, LLC. The Annexation Agreement requires the City to share fifty percent (50%) of the construction cost for Black Oak Boulevard from Ireland Grove Road to approximately 1000' north with a pedestrian underpass. The pedestrian underpass beneath Black Oak Boulevard will connect the future Unit 5 Benjamin Elementary School to a future City park and stream restoration area.

Construction of Black Oak Boulevard and the pedestrian underpass is complete. The only remaining work involves final grading and seeding which will occur during this construction season. The invoice total for this portion of construction is \$17,449.95. The Annexation Agreement requires the City to pay the invoices within thirty (30) days of receipt of all documentation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Payment of \$17,449.95 for the City's share of Black Oak Boulevard and the pedestrian underpass will be made from Capital Improvement Funds (X40100-72530). The Capital Improvement Budget for FY 2009-2010 included \$292,000 for this project. Including this payment, the total cost to date for the City's share of Black Oak Boulevard and the pedestrian underpass is \$303,009.78. The budgeted amount was an estimate provided by the developer's engineer. Actual construction costs are higher because of a field change to accommodate a future turn lane on Ireland Grove Road.

Respectfully submitted for Council consideration.

Prepared by:

Financial review:

Recommended by:

Jim Karch
Director of Public Works

Tim Ervin
Finance Director

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Declare a Walking Floor Trailer as Surplus Property

RECOMMENDATION: That the walking floor trailer be declared surplus property and sold to the Town of Normal for \$15,000.

BACKGROUND: On May 10, 2010, Council approved an Agreement with Henson Disposal for the transfer of single stream recycling material. The prior contract with the Town of Normal for a recycle transfer station ended on May 15, 2010. As part of this work, the City purchased a walking floor trailer to be used at the Town's Public Works Department for the transfer of the recycling material to the various markets.

This is a specialized piece of equipment and now that the conversion to single stream recycling has occurred, would not serve any useful purpose for the City's Public Works operation. The walking floor trailer was purchased from Ferguson Farms in 2001 for \$30,500. Ferguson Farms provided an appraisal for the equipment, in its current condition, of \$15,000 wholesale and \$17,000 retail. Staff received a retail appraisal from Truck Paper, (an online auction site) at

between \$17,500 and \$22,000. There would be an auction fee of ten percent (10%) and transportation fees associated with selling it at auction reducing the amount of money received from its sale.

The Town has offered to purchase the trailer for \$15,000 as it would be beneficial for them to maintain their current recycle transfer operation uninterrupted. Staff believes that this is a negligible price differential, and an opportunity to maintain positive relations with the Town.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal.

FINANCIAL IMPACT: Payment of \$15,000 from the Town of Normal will be credited to General Fund account #G10010-57114.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Jim Karch
Director of Public Works

Timothy Ervin
Director of Finance

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporate Counsel

David A. Hales
City Manager

Motion by Alderman McDade, seconded by Alderman Purcell that the Walking Floor Trailer be declared surplus property and sold to the Town of Normal for \$15,000.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for Sidewalk Reconstruction

RECOMMENDATION: That the proposal be awarded to JG Stewart Co. in the amount of \$180,428 for Sidewalk Replacement and Handicap Ramp Program, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: This project includes three (3) budgeted projects; the 50/50 Residential Sidewalk Replacement Program, the Sidewalk Repair Program and the Americans with Disabilities Sidewalk Wheelchair Ramp Program. Bids were received and opened at 11:00 a.m. on May 10, 2010 in the City Council Chambers. They are as follows:

	As Read	As Corrected
J.G. Stewart, Inc., Bloomington, IL <i>Low Bid</i>	\$ 180,428.00	
WAS CON Co.	\$ 204,912.00	\$ 192,519.00
Felmley-Dickerson Co., Bloomington, IL	\$ 208,769.50	
Stark Excavating, Inc., Bloomington, IL	\$ 294,120.00	
Rowe Construction Co., Bloomington, IL	\$ 239,075.00	
Engineer's Estimate	\$ 199,701.75	
Budget:		
Residential Sidewalk Program	\$ 50,000	CIF
Residential Sidewalk Program	\$ 50,000	PRI PROP
Sidewalk Repair Program	\$ 50,000	CIF
Sidewalk Wheelchair Ramps	\$ 50,000	CIF
Total	\$200,000	

Staff is currently working on a sidewalk strategic plan. The mission is to further staff's understanding of the overall sidewalk condition. This information will be used to determine sidewalk maintenance plans, assess the future of the 50/50 program, and ensure compliance with American with Disabilities Act, (ADA). There is currently a rating system in place for the 50/50 program. It is anticipated that preliminary assessments of the City's sidewalks will be complete by the end of the current calendar year. Staff would return to Council with a recommendation on an annual budget amount for sidewalk reconstruction and the areas to be reconstructed based on the strategic plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: \$200,000 for this work is budgeted in the Capital Improvement Fund and from Private Property Contributions (X40100-72560).

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Jim Karch
Director of Public Works

Timothy Ervin
Director of Finance

David A. Hales
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Alderman Stearns questioned how this program differed from the 50/50 program. There were many sidewalks within her ward that required repair. David Hales, City Manager, stated this item addressed all projects including some 50/50 projects. There was \$200,000 in funding this year. There was a list of deferred sidewalk repairs. Funding had increased over the last year. Staff had identified the worst locations. Staff welcomed suggestions and comments.

Alderman Stearns stated some sidewalks in her ward were essentially gravel. She questioned the City's definition of a tripping hazard. Mr. Hales stated the City used reported fall inquires as a guide.

Alderman Stearns had submitted a list of sidewalks in need of repair in the past. She questioned how decisions to repair sidewalks were made. Mr. Hales stated the City would direct any remaining funds to additional locations. Mayor Stockton noted staff listened to Council members and the public. Mr. Hales added that Public Works was developing a comprehensive approach to sidewalk maintenance. A funding level was needed.

Alderman Schmidt stated the bigger issue was property owners not taking advantage of the 50/50 program. She questioned the City's policy for dealing with this situation. Mr. Hales stated this issue would be addressed in the comprehensive plan. It would also include funding sources. Mayor Stockton believed staff needed to know what repairs were needed.

Motion by Alderman McDade, seconded by Alderman Purcell that the proposal be awarded to JG Stewart Co. in the amount of \$180,428 for Sidewalk Replacement and Handicap Ramp Program, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Midco, Inc. Maintenance Agreement

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

BACKGROUND: On May 1, 2008, the City entered into a maintenance agreement with Midco, Inc. for the security equipment in the underground parking decks and the Police Department building. The agreement is a five (5) year agreement, renewable annually. The cost of the annual maintenance agreement is \$11,271 which has been budgeted in G15110-70990.

Staff respectfully requests permission to renew an agreement with Midco, Inc. for maintenance of the security system of the Police Department building and underground parking decks.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: \$11,271 for this agreement has been budgeted in G15110-70990.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Randall D. McKinley
Police Department

Timothy Ervin
Director of Finance

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 40, Taxi Cabs, Article 10, Vehicle for Hire, Section 1002, Illegal Operation of Vehicle for Hire

RECOMMENDATION: That the Text Amendment to Chapter 40, Taxi Cabs, Article 10, Vehicle for Hire, Section 1002, Illegal Operation of Vehicle for Hire be approved and the Ordinance passed.

BACKGROUND: Staff hosts quarterly meetings with the taxi cab and vehicle for hire owners/operators and licensed drivers. The most recent meeting was held on May 4, 2010. Representatives from Red Top, Checker Cab and Bob's Blue Nite were present. An issue which could be addressed by a Text Amendment to Chapter 40 was hours of operations. Staff was informed that there were times when the Downtown was not cleared by 3:00 a.m. The Text Amendment would extend the hours of operation to 4:00 a.m.

In addition, staff noted the number of requests received during the past year to operate on days other than Thursdays, Fridays and Saturdays. The following dates have been added to the Ordinance: Super Bowl Sunday, the day before Thanksgiving, and the first dates when Illinois State University and Illinois Wesleyan University's students move in or out of the dormitories.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Taxi cab and vehicle for hire owner/operators and licensed drivers.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert
City Clerk

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NUMBER 2010 - 20

**AN ORDINANCE AMENDING SECTION 1002 OF CHAPTER 40
OF THE BLOOMINGTON CITY CODE**

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

Section One: That Section 1002 of Chapter 40 of the Bloomington City Code, 1960, as amended, shall be further amended as follows: (additions are indicated by underlines; deletions are indicated by strikeouts):

Chapter 40: Section 1002: Illegal Operation of Vehicles for Hire.

No person or entity shall operate or drive a vehicle for hire without complying with the requirements of this Article. Vehicles for hire may only be operated on Thursdays, Fridays and Saturdays, commencing at 6:00 p.m. until ~~3:00 a.m.~~ 4:00 a.m. the following morning. Vehicles for hire may also be operated the following dates on March 17 commencing at 6:00 p.m. through ~~3:00 a.m.~~ 4:00 a.m. on ~~March 18th~~ the following morning: Super Bowl Sunday, March 17th, the day before Thanksgiving and the first dates on which students at Illinois State University and Illinois Wesleyan University move in or out of dormitories, and on December 31st ~~until 4:00 a.m.~~ January 1st. Vehicles for hire may also be operated on any date and times for which an official notice to do so has been issued by the Mayor acting as Liquor Commissioner. Persons or entities otherwise regulated pursuant to the remainder of Chapter 40 of the Bloomington City Code are exempt from the requirements of this Article X; however, all taxis and vehicles for hire must have a current permit which has been issued by the City of Bloomington.

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

Section Three: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This ordinance shall be effective immediately upon passage and approval.

Section Five: This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 24th day of May, 2010.

APPROVED this 25th day of May, 2010.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Sage expressed his appreciation for staff's willingness to engage the business owners. He believed it was a positive step forward and had worked well for both sides. It took time and he saw the benefit. Mayor Stockton believed taxi's played an important role in the community.

Motion by Alderman McDade, seconded by Alderman Purcell that the Text Amendment be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 6, Block 23 of Camp Potawatomie from John R. and Paula R. Fullager to Nathaniel R. Green

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 6, Block 23 of Camp Potawatomie from John R. and Paula R. Fullager to Nathaniel R. Green. The sewage disposal system was recently inspected and is in order. This petition is in order and staff respectfully recommends that this transfer be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the lease will move from the previous formula of \$0.15 per \$100 of Equalized Assessed Value to the current formula of \$0.40 per \$100 of Equalized Assessed Value (EAV) for determining the Lake Lease Fee. The current lease fee of \$77.95 will increase to \$207.87. This lake lease income will be posted to Lake Lease revenue account 5010-50100-50110-57590.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Craig M. Cummings
Director of Water

Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Approval of Water Service and Water Main Extension Agreement Between the City of Bloomington and Verizon North, Inc. for 2319, 2321 and 2325 West Market Street

RECOMMENDATION: That the Agreement be approved.

BACKGROUND: Verizon North, Inc. (Verizon) owns property in unincorporated McLean County which it is seeking to subdivide. The subdivision is within one and one-half (1½) miles of the corporate limits, and Council approval is required for the subdivision. Verizon is requesting that the City supply water service to what will become the northern lot of this subdivision. As a condition of supplying water, the City requires property owners to enter into a water service and water main extension agreement which, among other conditions, requires that the property owner annex to the City at such time as the property becomes contiguous to the City and the City so requests. At the time the City requests annexation, the property owner must enter into an annexation agreement. This process would require public hearings before the Planning Commission.

Representatives of Verizon and the City have reviewed the terms of the annexation agreement from/draft which is attached to the water services agreement. Staff wishes to emphasize that approval of the water services agreement is not a formal approval of the annexation agreement. Verizon's representatives wanted to know if there was any risk that the current improvements on the property would have to be removed or demolished if annexed. In addition questions were raised regarding the risk that the property could be rezoned to a classification which would not permit existing uses. The proposed annexation agreement acknowledges that the City would not

require existing improvements to be removed if the property is annexed. Current uses could continue as nonconforming uses even if not permitted by a new zoning classification. The proposed agreement would not waive any required annexation or tap-on fees, nor does it require the City to advance the costs of any improvements.

The City believes the proposed water services agreement is advantageous to the citizens of the City and recommends its approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

Craig Cummings
Director of Water

David A. Hales
City Manager

WATER SERVICE AND WATERMAIN EXTENSION AGREEMENT

THIS WATER SERVICE AND WATERMAIN EXTENSION AGREEMENT, hereinafter called "Agreement", is made and entered into this 8th day of June, 2010, by and between the CITY OF BLOOMINGTON, a Municipal Corporation, hereinafter called "CITY" and VERIZON NORTH INC., a Wisconsin corporation, owner of the real property hereinafter described and hereinafter called "CUSTOMER".

WITNESSETH:

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

1. CUSTOMER agrees to plan and construct, and CITY agrees to permit and inspect the construction, in accordance with specifications approved by CITY, of approximately 150 feet of eight inch (8") watermain, hereinafter called the "New Watermain", to be an extension of an existing watermain, hereinafter called the "Existing Watermain," situated along the street and highway known as West Market Street. CUSTOMER presently uses the Existing Watermain to obtain, and after its construction will use the New Watermain to obtain, water service from the water reservoir and watermain system of CITY to and for the benefit of the properties in McLean County owned by CUSTOMER and legally described, or to be legally described, as follows, hereinafter called the "Subject Property":

LOT 1 AND LOT 2 IN VERIZON MARKET STREET SUBDIVISION, BEING
A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF

SECTION 36, TOWNSHIP 24 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO COMMONLY KNOWN AS 2325 WEST MARKET STREET AND 2319 & 2321 WEST MARKET STREET, BLOOMINGTON, IL 61704;

and shown on the plat of subdivision attached hereto as Exhibit "A" and made a part hereof.

2. CITY acknowledges that the Existing Watermain is owned by CITY. CUSTOMER agrees that the New Watermain shall become the property of and subject to the control of CITY as a part of its water distribution system and that CUSTOMER shall be obligated to conform to all ordinances and other rules and regulations of CITY with regard to the construction, use and maintenance of the New Watermain, and any water service lines connected thereto. CITY agrees to accept ownership of the New Watermain following its completion and its inspection and approval by the CITY Engineer. Any water service line constructed on the Subject Property shall remain owned and maintained by CUSTOMER.

3. CITY agrees to provide potable water service to the Subject Property via the Existing Watermain and the New Watermain provided CUSTOMER pays all charges due for water service at such rates as are now in effect and as the same may be hereafter amended from time to time. Notwithstanding the foregoing, CITY agrees that all charges for water service shall be at the rates customarily charged similarly situated water users in the City of Bloomington.

4. CUSTOMER certifies that it is the fee owner of the Subject Property and that there are no other parties who have any other ownership interest in the Subject Property.

5. As a covenant running with the land, CUSTOMER agrees that, within one hundred eighty (180) days after the City Council of CITY adopts a Resolution requiring CUSTOMER to do so, it shall petition for annexation of the Subject Property to the City of Bloomington pursuant to an annexation agreement which substantially conforms to form of agreement which is attached hereto as Exhibit "B" and made a part hereof. Simultaneously therewith, or at the earliest possible time CUSTOMER can legally petition to do so, CUSTOMER will also petition for annexation of the Subject Property to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do either of the foregoing, and for so long as such failure continues, CITY, in its sole discretion, may discontinue water service to the buildings constructed on Lot 1 of the Subject Property and may refuse and continue to refuse water service to such buildings.

6. CUSTOMER covenants and agrees that it will not permit or allow any other person, firm or corporation owning or developing property beyond the boundaries of the Subject Property to connect to either the New Watermain or the Existing Watermain or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

7. CUSTOMER and CITY agree that time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VERIZON NORTH INC.

CITY OF BLOOMINGTON

By: Barbara Fernandez
Duly Authorized Representative

By: Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(FINAL PLAT OF VERIZON MARKET STREET SUBDIVISION ON FILE IN CLERK'S OFFICE)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 and Lot 2 in Verizon Market Street Subdivision, being a Subdivision of a Part of the Southeast Quarter of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, also commonly known as 2325 West Market Street and 2319 & 2321 West Market Street, Bloomington, IL 61704, Respectively.

EXHIBIT B

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between VERIZON NORTH INC., a Wisconsin corporation ("Owner"), and the CITY OF BLOOMINGTON, an Illinois municipal corporation situated in McLean County, Illinois (the "City"). Owner and the City are hereinafter referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. Owner is the owner of record of a parcel of real property containing approximately 39.62 acres and legally described in Exhibit "A" attached hereto (the "Property"). The Property is not presently located within the corporate limits of any municipality, but is contiguous to the City.

B. The Property is currently improved with telecommunications and related facilities (including, without limitation, multiple principal buildings on each lot, a satellite dish farm, telecommunications equipment, driveways, two curb-cuts on West Market Street, parking areas,

fencing, a septic system and stormwater management improvements) and is occupied by telecommunications and related uses, as depicted on the site plan attached hereto as Exhibit “B” (the “Existing Uses and Improvements”).

C. Owner previously filed an application with the City for approval of a final plat of subdivision for the Property titled “Final Plat of Verizon Market Street Subdivision”, which plat was prepared by Dave Johnson and Associates, Ltd. A copy of said plat of subdivision is attached hereto as Exhibit “C” (the “Plat of Subdivision”). The Plat of Subdivision subdivided the Property into two lots, referred to in this Agreement as “Lot 1” and “Lot 2”, and was recorded in the McLean County Recorder’s Office on _____ as Document No. _____.

D. The City heretofore considered the approval of the Plat of Subdivision pursuant to its extraterritorial jurisdiction under Article 11, Section 12-5(1) of the Illinois Municipal Code (65 ILCS 5/11-12-5(1)).

E. The City currently provides potable water service to the improvements existing on Lot 2 via a single watermain located in the West Market Street right-of-way (the “Existing Watermain”). The City is the owner of the Existing Water main.

F. As a condition to approval of the Plat of Subdivision, and pursuant to a water service and watermain extension agreement between the City and Owner (the “Water Service Agreement”), Owner installed an additional watermain (the “New Watermain”) in the West Market Street right-of-way and on Lot 1 so that the improvements on Lot 1 could receive separate and independent water service from the City. The City is currently the owner of the New Watermain. A copy of the Water Service Agreement is attached hereto as Exhibit “B”.

G. In the Water Service Agreement, the City required that Owner annex the Property to the City, as and when the City requested that such annexation occur, pursuant to a duly-approved and executed annexation agreement.

H. The Property, along with the applicable portions of the adjacent rights-of-way (to the extent, if at all, those portions are not already located within the corporate boundaries of the City or of another municipality), is now intended to be annexed to the City pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq).

I. Owner has filed a duly-executed petition for annexation with the City Clerk as the record owner of the Property. The Property has no electors residing thereon.

J. Owner has filed applications with the City for rezoning of the Property, upon annexation, to the City’s B-1 zoning district.

K. Pursuant to notice, as required by statute and ordinance, public hearings were held by the City Plan Commission on the requested annexation and zoning of the Property, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to

the Mayor and City Council of the City (hereinafter collectively referred to as the “Corporate Authorities”).

L. A proposed annexation agreement substantially in the form of this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, as provided by statute.

M. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Property have been given, made, held and performed as required by the Illinois Municipal Code and all other applicable statutes, and all applicable ordinances and regulations of the City.

N. Due and proper notice of the proposed annexation has been given to the Trustees of the Danvers Community Fire Protection District, the Carlock Public Library District, Dry Grove Township and the Dry Grove Township Commissioner of Highways, more than ten days prior to any action being taken on the annexation of the Property.

O. The Corporate Authorities have duly considered Owner’s petitions and applications, the recommendations of the City Plan Commission and the terms and provisions of this Agreement and, by a resolution duly adopted by a vote of two-thirds ($2/3^{\text{rd}}$) of the Corporate Authorities then holding office, have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

1. Recitals. The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Section 1.

2. Annexation of the Property. At the next regularly scheduled meeting following the execution of this Agreement by all Parties, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to consider the question of annexing the Property to the City and do all things necessary or appropriate to cause the Property to be validly annexed to the City.

3. Zoning. At the same meeting of the Corporate Authorities at which annexation of the Property to the City is accomplished, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to zone the Property in the City’s B-1 zoning district classification. Should the City fail to approve such zoning as aforesaid, then Owner, at Owner’s option, shall have the right to disconnect the Property from the City and the City shall not object to such disconnection. The B-1 zoning classification for the Property shall remain in effect throughout the Term of this Agreement (unless changed by the City at Owner’s request) and thereafter until amended in the manner provided by law for the amendment of zoning classifications.

4. Existing Uses and Improvements. The City acknowledges and agrees that the Existing Uses and Improvements are permitted uses of the Property in the B-1 zoning district (or will be permitted to remain as legal non-conformities pursuant to Section 44.4-6 of the City's Zoning Code) and under other applicable provisions of the City's Municipal Code. The City may require that replacement, reconstruction, renovation and expansion of Existing Uses and Improvements comply with then applicable and duly-adopted City building and construction codes.

5. Potable Water Service. The City owns, operates and maintains a potable water supply and distribution system within its borders including, without limitation, the Existing Watermain and the New Watermain. Owner has connected the New Watermain to the City's potable water system, and shall have the right to obtain potable water service to the Property in accordance with the provisions of the Water Service Agreement and all duly adopted and generally applicable codes, ordinances and regulations of the City. Owner shall own and maintain all water service lines constructed and existing on Lot 1 and Lot 2.

6. Sanitary Sewer and Stormwater Management Systems. Notwithstanding any provision of the City's Municipal Code or any other code, ordinance or regulation now in effect or adopted during the Term of this Agreement to the contrary, Owner shall not be required to construct or install any sanitary sewer improvements or additional stormwater management improvements on or off-site to the Property to serve the Existing Uses and Improvements as defined in Paragraph B in the recitals. Notwithstanding the foregoing, sanitary sewer and stormwater management improvements intended to serve solely new improvements constructed on the Property shall comply with the requirements of the City's Municipal Code. No later than 90 days following the Effective Date of this Agreement, Owner shall petition for and thereafter diligently pursue annexation of the Property to the Bloomington-Normal Water Reclamation District.

7. Dedications. Owner has heretofore dedicated the northern 45-feet of the Property to the City for right-of-way purposes by the recording of the Plat of Subdivision. Owner shall have the right to maintain and use its two existing curb-cuts on the West Market Street right-of-way and to establish at least one curb-cut allowing ingress and egress to the Property from the right-of-way situated at the north end of the Property as and when such right-of-way is improved for roadway purposes. No other dedications of land shall be required by the City in connection with or as a result of the annexation or zoning or development of the Property.

8. Fees, Donations and Contributions. Owner shall pay, as and when hereinafter required, the following fees to the City as a result of the annexation of the Property provided for herein:

(a) At the time of annexation, the annexation fee in the amount prescribed in Chapter 8.5, Section 205 of the City's Municipal Code in effect as of the Effective Date.

(b) At the time of extension of Enterprise Drive to the Property, one-half of the City's actual cost of improving that portion of Enterprise Drive immediately contiguous to the Property to a 36-foot wide street.

Unless otherwise agreed to by the parties, the aforementioned annexation fee shall be pro-rated among the two lots comprising the Property on a square footage basis and paid pro-rata by the then-owners of said lots. The aforementioned roadway improvement fee shall be paid by the then-owner of Lot 1. The City represents and warrants that the Property is not subject to any other City ordinances or agreements that require the payment of any impact fees or recapture fees to the City or any other party or the donation of any land in connection with or as a result of the City's annexation or rezoning of the Property as contemplated herein. Owner acknowledges that the Property is subject to user charges and taxes generally applicable to similarly situated properties in the City.

9. Remedies. Upon a breach of this Agreement, each of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by either Party shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity. The Party alleged to be in breach shall have 30 days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the breaching Party has initiated the cure of said default and is diligently proceeding to cure the same).

10. Term. This Agreement shall be binding upon the Parties and their respective successors and assigns for 20 years, commencing as of the Effective Date of this Agreement.

11. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law.

12. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable.

13. Entire Agreement. This Agreement and the Water Service Agreement set forth all agreements, understandings and covenants between and among the Parties relative to the subject matters of the two agreements. This Agreement and the Water Service Agreement supersede all prior agreements, negotiations and understandings, written and oral, between the Parties and constitute a full integration of the entire agreement of the Parties.

14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon successor owners of the Property, and the various portions thereof, and successor corporate authorities of the City. This Agreement shall constitute a covenant running with the land. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the

portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.

15. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties, by notice, may designate:

City: City of Bloomington
109 E. Olive Street
Bloomington, IL 61701
Attn: City Manager

With a copy to: City of Bloomington
109 E. Olive Street
Bloomington, IL 61701
Attn: Legal Department

Owner: _____

With a copy to: _____

Notices shall be deemed given on the fifth business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

16. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY OF BLOOMINGTON,
an Illinois municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

VERIZON NORTH INC.

By: _____
Its: _____

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Verizon North Inc., Requesting Approval of a Final Plat for Verizon Market Street Subdivision, commonly located west of Interstate Drive and north of Market Street (State Route 9) (Ward 6)

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

BACKGROUND: In 1974, General Telephone Company requested City water service for their buildings and a water main was constructed in the summer of 1976 to serve the subject site. General Telephone paid for their share of the water main. At that time, a Water Main Extension Agreement was not signed.

The subject site is within 1½ miles of the corporate limits of the City. Illinois State statute grants the City the authority to review and approve this plat. This subdivision divides the subject property into two (2) lots.

Staff respectfully recommends that Council accept the Petition and pass an Ordinance approving the Final Plat for the Verizon Market Street Subdivision, subject to the Petitioner signing a water main extension agreement. There are no water or sewer tap-on fees due for this subdivision.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Verizon North Inc.

FINANCIAL IMPACT: All survey and platting costs are being paid by Verizon North Inc.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes Verizon North Inc., successor in interest to General Telephone Company of Illinois, hereinafter referred to as the petitioner, respectfully representing and requesting as follows:

1. That the petitioner is the owner of the freehold estate of the premises hereinafter legally described on Sheet 1 of the Plat of the Verizon Market Street Subdivision, which is attached hereto and made a part hereof by this reference, and the undersigned is the duly authorized agent of the above entity, which has a proprietary interest in said premises.
2. That the petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as the Verizon Market Street Subdivision.
3. That the petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None.

WHEREFORE, the petitioner respectfully prays that said Final Plat for the Verizon Market Street Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Barbara Fernandez
Its: Duly Authorized Agent

ORDINANCE NO. 2010 - 21

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
VERIZON MARKET STREET SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Verizon Market Street Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended:

Waiver the preliminary plan; and

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

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

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

1. That the Final Plat of the Verizon Market Street Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 24th day of May, 2010.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A Part of the Southeast Quarter of Section Thirty-Six (36) Township Twenty-Four (24) North, Range One (1) East of the Third Principal Meridian, Described as Follows: Commencing at a Stone on the Half Section Line of said Section 36, 50 Links East of the Center of said Section; Thence East on the Half Section Line 9.93 Chains; Thence South 40.74 Chains to the South Line of said Section 36; Thence West on the South Line of said Section 9.83 Chains to a Point 50 Links East of the West Line of the Southeast Quarter of said Section; Thence North 40.74 Chains to the Place of Beginning, In McLean County, Illinois, as Per Plat of J.G. Hare Recorded September 27, 1937, as Document No. 9040;

Excepting Therefrom That Part Conveyed By Warranty Deed Recorded June 16, 1986 as Document 86-9508, Described as Follows:

A Parcel of Land Being a Part of the Southeast Quarter of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, In Mclean County, Illinois Described as Follows and Bearings Used Herein are Referenced to a Grid North of the Illinois Coordinate System, East Zone:

Beginning at a Point on the South Line of said Section 36, said Point Being South 89 Degrees, 32 Minutes, 38 Seconds East 33.00 feet from the Southwest Corner of said Southeast Quarter of Section 36; Thence North 01 Degrees, 11 Minutes, 08 Seconds West 51.33 feet to a Point On a Non-Tangential Curve Having a Radius of 34,437.47 feet, the Center of Circle of said Curve Bears South 02 Degrees, 43 Minutes, 47 Seconds West from said Point; Thence 345.95 feet Easterly along said Curve Through a Central angle of 00 Degrees, 34 Minutes, 32 Seconds; Thence South 86 Degrees, 41 Minutes, 39 Seconds East 218.54 feet to a Points On a Non-Tangential Curve Having a Radius of 11,519.16 feet, the Center of Circle of said Curve Bears South 03 Degrees 18 Minutes, 19 Seconds West from said Point; Thence 83.80 feet Easterly along said Curve Through a Central angle of 00 Degrees, 25 Minutes, 01 Seconds; Thence South 01 Degrees, 00 Minutes, 08 Seconds East 20.52 feet to the South Line of said Section 36; Thence North 89 Degrees, 32 Minutes, 38 Seconds West 646.61 feet to the Point of Beginning.

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Permission to Seek Request for Proposals for the Purchase of Personal Computer Software, LAN Equipment, Printers, Other Computer Peripherals and Associated Maintenance

RECOMMENDATION: That staff be authorized to seek Request for Proposals (RFP's) or Quotations for the purchase of Personal Computer Hardware and Software, LAN equipment, Printers, Other Computer Peripherals and Associated Maintenance.

BACKGROUND: Staff respectfully requests Council approval to waive the formal bidding process for computer related hardware and software for Fiscal Year 2010 - 2011. Staff annually requests Council's permission to seek proposals or quotations on personal computers, computer software, network equipment and infrastructure, printers and other computer related peripheral equipment (along with their associated maintenance) budgeted for purchase during the fiscal year.

Historically, Council's authorization to waive the bidding process for this type of equipment has been related to the State of Illinois Statute 132.6 and Chapter 16 Section 50 of the City Code. The State Statute and past Council resolutions waived the bidding process due to the complexity of these specialized components, and rapid industry changes to technology, where the time involved in the bidding process would be detrimental to the operations of the City as a whole.

The procurement process for information technology related equipment begins with staff's research into industry trends and available technology. This research is always extensive. Staff draws from many industry sources and peer groups to aid the design process. Staff will then select a manufacturer of whatever technology is being sought, (i.e. server, network switch, network router, etc.). Selecting a manufacturer allows staff to standardize on a particular platform, which greatly lowers costs related to ongoing maintenance and management. This standardization, however, does not limit the City's ability to obtain competitive quotes as there are typically multiple value added resellers (VARs) and/or pre-bid joint purchasing contracts available to provide this equipment.

Additionally, staff respectfully requests Council approval to continue participation in the Western States Contracting Alliance, U.S. Communities and State of Illinois, Central Management Services joint purchasing programs, and to pursue other joint purchasing opportunities that may become available. Staff will continue to confirm that these purchasing programs offer the best possible value by obtaining price comparisons from other industry sources.

The Council has the authority by adoption of a resolution to waive the City's formal bid process. Staff would be authorized to negotiate said purchases in the best interest of the City. Purchases in excess of \$10,000 will be placed on future Council agendas for final approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The waiver of the formal bidding process for purchasing this type of equipment allows staff to obtain the best possible price at a given time. Market prices for information technology related equipment tend to fluctuate; vendors are likely to price their proposals more competitively if they know the purchase time frame is relatively soon. The further out the actual purchase may cause the vendor to hedge against a price increase between the time of bid and the time of purchase.

Council's approval to allow staff to purchase off pre-existing, competitively bid contracts, such as the Western States Contracting Alliance and the State of Illinois joint purchase programs also saves staff time and taxpayer dollars. These contracts provide very competitive pricing and save hours of staff time.

Respectfully submitted for Council consideration.

Prepared by:

Scott A. Sprouls
Director of Information Services

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Recommended by:

David A. Hales
City Manager

Dick Fasig, 610 E. Douglas, addressed the Council. He questioned how many units would be replaced and if there was a cap on spending. Mayor Stockton reminded Mr. Fasig that this item had been pulled for discussion. David Hales, City Manager, introduced Scott Sprouls, Director - Information Services (IT), to address this item.

Mr. Sprouls stated the quantity list provided in the Council packet was one (1) each. Historically the City obtained better pricing without utilizing the formal bid process. There could be radical shifts in pricing for technology. Respondents were committed to a particular price. Additional time involved was an issue. Mr. Hales stated the top three (3) items should have been deleted. They totaled \$750,000. The Enterprise Resource Planning (ERP) purchase would go through a competitive process. Mr. Sprouls reiterated that it would be a competitive process. Another entity had gone through the bidding process. The buying power of the state, being a larger entity, allowed for better pricing.

Alderman Sage echoed Mr. Sprouls' comments. Mr. Sprouls added that City staff took local quotations. Software maintenance renewals were included in the request. The estimated budget was \$600,000. There was a possibility for virtualized servers. It could reduce the number of items purchased. All the equipment on the list was at least five (5) years old.

Mayor Stockton questioned the factors that determined replacement. Mr. Sprouls cited the following: 1.) performance issues; 2.) out of warranty items; 3.) increased maintenance cost; 4.) power requirements; 5.) response times; and 6.) failures.

Alderman Stearns requested that the rules be suspended. She cited the dollar value of these items. She believed utilizing the formal bid process was the obvious thing to do. Mr. Sprouls stated a competitive process was required for anything over \$1,000. Mr. Hales affirmed that it was still a competitive process. The staff looked at other entities' bids. It was a very aggressive process. The City would obtain the best price by looking at other entities' bids. The bidding process could be counterproductive in the IT (Information Technology) world. Mr. Sprouls stated prices could increase or decrease. Turn around time was critical for providers.

Alderman Stearns cited software costs over \$2,000. Mr. Sprouls stated the current hardware/software system was Banner.

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

Motion denied.

Alderman Schmidt questioned what questions were still unanswered regarding this item. She did not want to second guess staff.

Alderman Anderson had faith in staff. He had no problems with this item. He did not want to question staff's recommendation.

Alderman Stearns believed it was very important to allow the public to speak. Presumptions made may be incorrect. She believed the Council answered to the citizens. The public wanted the Council to listen and respond to their input. She referred to the RIMCO experience. The Council could possibly be missing an opportunity. Mayor Stockton wanted the Council to use their time responsibly. This was a business meeting. The Council was a legislative body. It was the Council's decision to suspend the rules.

Alderman Schmidt requested Alderman Stearns provide a summary of the citizen's questions to help the Council understand why there was a need to suspend the rules.

Alderman Stearns stated the citizen had some concerns about this item.

Alderman Sage questioned if anyone had contacted Mr. Sprouls with questions. Mr. Sprouls responded negatively. He would have answered questions. He was always willing to help.

Alderman Fruin stated this was a typical situation when there was a question of when to suspend the rules. There needed to be a protocol. Staff had done a great job of providing the Council with agenda packets. Additional questions put pressure on

everyone. He questioned if the public could contact staff. Mayor Stockton questioned the appropriate time to suspend the rules. Most legislative bodies did not allow public input during Council meetings. The key question was would the Council's decision benefit by the citizen input.

Alderman Purcell noted the Council had had this discussion before. The City of Peoria allowed public input during their Council meetings. It was not an unprecedented event. Mayor Stockton added there had been discussion regarding creating a policy.

Alderman McDade expressed her confusion over the situation.

Alderman Fruin recommended the Council amend the motion at the Mayor's discretion.

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

Motion carried.

Alderman Stearns noted that Mr. Fasig had requested to address this item earlier.

Alton Franklin, 5 Andy Ct., Unit 1, addressed the Council. He had over thirty (30) years of experience in IT. He carried three (3) IT security certifications. He believed there was a lack of planning regarding decisions about objectives. He questioned if the City was working within the budget. Mr. Sprouls stated capacity planning was not shown in the staff report. Servers were monitored. The equipment list was required to move towards virtualization of servers. Capacity planning and trending was involved in the decision making process. IT was working and functioning within the budget.

Alderman Sage restated that the Council and the public could contact Mr. Sprouls with additional questions, directly or indirectly. Mayor Stockton stated this came back to having faith in staff. Mr. Sprouls added there were a lot of experts in the IT field. He would never stop learning.

Alderman Purcell questioned the process of when to direct the public to contact staff. Mr. Hales stated the public should contact the City Manager's Office. Staff would direct them to the right person. Mr. Sprouls added a point of clarification. IT was not asking for approval to spend money. They were requesting to streamline the procurement process.

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

Motion carried.

Motion by Alderman Schmidt, seconded by Alderman Anderson that staff be authorized to seek Request for Proposals (RFP's) or Quotations for the purchase of

Personal Computer Hardware and Software, LAN equipment, Printers, Other Computer Peripherals and Associated Maintenance.

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

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

Nays: None.

Motion carried.

The following was presented:

Presentation - Hydrant Program Update

David Hales, City Manager, introduced this item. This should be an ongoing practice. He cited the Insurance Service Office (ISO) rating. This had been a successful program. He introduced Craig Cummings, Director of Water, to provide highlights from his presentation. He noted the Fire Department had also been involved.

Mr. Cummings addressed the Council. He believed this program had been a success story. There was more reliability in the system. He pointed out in the recent past there were a number of hydrants out of service. This evening he would address the 2010 program. He planned to address providing City services in a cost effective manner. The program was a joint effort between the Water and Fire Departments. There had been misconceptions in the past. Historically fire hydrants were silent sentries. Testing on hydrants was not done. The Water Department had received reports from the Fire Department regarding hydrant issues. The Water Department took a comprehensive approach to the problem.

The program started in 2007 with the two (2) bargaining units. The Water Department questioned how to use the data generated from the software provided by the Fire Department. The Fire Department performed all the operational testing. Issues were communicated via software. Generating work orders had become more precise. The Water Department was overwhelmed by the numbers of repairs during the first year. There were a number of hydrants needing replacement. The Fire Department could test up to two hundred (200) hydrants per day. The Water Department could only repair ten (10) of them per day. Another issue was that hydrants were not mapped in new subdivisions. Overall the operational readiness was at eighty-five percent (85%). The goal was to be at one hundred percent (100%). The year's accomplishments were reviewed. Out of service hydrants were identified.

In 2008, hydrants were tested twice a year. Replacement of a hydrant was expensive, (\$3,500 each). It was also time consuming. The replacements were triaged. Maps were backlogged by ten (10) years. The Fall 2008 program numbers were static.

Winter was the busiest time for the Water Department. Operational readiness increased to ninety-seven percent (97%) after the second year.

ISO visits once every ten (10) years. They visited the City in 2009. After the second year, the Water Department had tightened the criteria for calling a hydrant out of service. They decided to install new hydrants with new nozzles. The nozzles allowed for quicker connections. The same maps were used in the 2009 program while they continued to work on the backlog. ISO had their onsite visit in March 2009. It was decided to drop back to one (1) test a year. 3,500 hydrants were tested in 2009. Operational readiness increased to ninety-nine percent (99%). In the fall of 2009, the City's ISO rating improved from four (4) to three (3). Ratings also included communication, staffing, and equipment.

Maps had been improved for 2010. They were very different from years past. Twenty-two percent (22%) of hydrants had Global Positioning Systems (GPS) placed on them. Metal tags were also placed on hydrants. Eighteen percent (18%) of those were completed. In 2010, the number of hydrants in the City increased to 4,600. Thirty-two (32) hydrants were replaced. Operational readiness was at ninety-nine point nine percent (99.9%). A seven (7) day return to service benchmark was put into place. Seasonal employees were hired to paint the hydrants safety yellow. Red hydrants symbolized private hydrants or the Town of Normal's hydrants. The bottom line was an improvement in the ISO rating, increased confidence in hydrants, a good working relationship with the Fire Department, and a better mapping system.

Mike Kimmerling, Fire Chief, addressed the Council. The Fire Department was the end user. The Water Department had served their needs. It had been a cooperative effort. The program was a great success.

Alderman Purcell questioned if the same types of hydrants were used. He also questioned the parts and service required. Mr. Cummings stated there were new construction specifications. There were four (4) different brands of hydrants. The City had installed two (2) brands. All were easy to work on. He cited the traffic flange which allowed for quick and easy repair. The break away flanges used in the past could break the water main below causing a more difficult repair.

Alderman Purcell questioned the purchase of red collars. Mr. Cummings believed they would be a waste of money as not many hydrants would be out of service. Chief Kimmerling added that the appearance of the bags were easier for the Fire Department to see. Mayor Stockton expressed appreciation for the great work completed over the last three (3) years. Mr. Cummings added a final comment. Staff in the field deserved the credit for the success.

The following was presented:

SUBJECT: Proposed Change Order to Gildner, Inc. for Additional Work Completed on the Pipeline Road Thirty-Six Inch (36") Water Transmission Main Project, Division D - Phase I

RECOMMENDATION: That the Change Order in the amount of \$206,317.48 be approved, and the Resolution adopted.

BACKGROUND: The City is currently constructing Division D, Phase I, of a multi-phase project to install a new thirty-six inch (36”) water transmission main, from the water treatment plant at Lake Bloomington to the pump station at Ft. Jesse Road. This new main will replace a twenty-four inch (24”) cast iron main, built in the 1930’s, that is functionally obsolete. This phase of the work includes new pipe and valves from the water treatment plant west to the county road.

This project received low interest loan funding from the Illinois Environmental Protection Agency (IEPA) because the work will correct a pressure deficiency in the transmission system. The IEPA loan covers new main line piping and tie in to existing transmission mains. However, the IEPA determined that some of the project work was not loan eligible because it was not related to the pressure deficiency problem. The ineligible work consists of rebuilding the existing service to the old water plant facility and interior plant plumbing, which the IEPA deemed as plant maintenance.

During construction, plan modifications and unknown field conditions required additional material and work to be performed by the contractor. The original plan included the new main to make one (1) crossing of the county road. A second crossing was to be built in the next phase of construction. However, the County requested that the City install the second crossing at present so that traffic would not be disturbed again in Phase 2. Additionally, during construction of the first crossing of the county road, it was discovered there was not enough clearance for the new main to cross over the top of existing mains as designed, but would need to complete this work. There was additional material and effort required by the contractor to cross the new main under the existing. The additional cost for the second county road crossing, plus installing the new main under the existing mains, totaled \$309,757.32. This cost is loan eligible.

A sanitary service, not shown on the plans, needed to be relocated at a cost of \$5,757.26. This cost is loan eligible because it was necessary to install main line pipe.

Site conditions for re-connecting the old water plant service varied from the plans requiring modifications totaling \$21,521.90. This cost is loan ineligible.

Interior plant plumbing improvements were made to connect to the new service to the plant at a cost of \$22,464. This cost is not loan eligible.

Plan quantity items were able to be deleted from the project because of the modifications previously described and varying field conditions. Deductions from the plan totaled (\$153,183).

Original Contract:		\$1,186,825.00
Change Order 1:	359,500.48 – 153,183.00 =	\$ 206,317.48
Revised Contract Total:		\$1,393,142.48

The changes described were necessary for the proper completion of the project. Staff reviewed the additional charges and found them to be reasonable, and respectfully recommends that the Change Order be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Payment to the contractor will be made as follows.

Loan eligible: \$1,270,312.58- Acct. X50500-72540, IEPA Loan Disbursement Fund
Loan ineligible: \$ 122,829.90 - Acct. X50200-72590, Water Plant Const. & Improv.

Total project cost \$1,393,142.48

Funding of the account for loan eligible payments come from IEPA loan disbursements to the City. For loan ineligible payments, there are sufficient funds in the Water Depreciation Fund to cover the cost.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Craig M. Cummings
Director of Water

Timothy Ervin
Director of Finance

David A. Hales
City Manager

RESOLUTION NO. 2010 - 23

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$206,317.48 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND GILDNER, INC. FOR ADDITIONAL WORK COMPLETED ON THE PIPELINE ROAD THIRTY-SIX INCH (36") WATER TRANSMISSION MAIN PROJECT, DIVISION D - PHASE I

WHEREAS, the City of Bloomington has previously entered into a contract with Gildner, Inc. for the Pipeline Road Thirty-Six Inch (36") Water Transmission Main Project, Division D - Phase I; and

WHEREAS, for the reasons set forth in a staff report dated May 24, 2010 it was necessary to perform additional work; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the May 24, 2010 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$206,317.48 in the contract between the City of Bloomington and Gildner, Inc. for Additional Work Completed on the Pipeline Road Thirty-Six Inch (36") Water Transmission Main Project, Division D - Phase I be approved.

ADOPTED this 24th day of May, 2010.

APPROVED this 25th day of May, 2010.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

David Hales, City Manager, introduced this item. This was a large dollar amount for a Change Order therefore; it was placed on the regular agenda.

Craig Cummings, Director of Water, addressed the Council. This was a sizeable Change Oder. The reality of a large project was that there would be some unknowns. There were some changes directed by the City. The design was only as good as the records available. The Pipeline Road project ran from the Treatment Plant down Pipeline Road to the City. There were old abandoned pipes. The project was more expensive because it had been bid one way and needed to be built another way. The City should have stayed with the original design, (going under the old pipes). There also was a problem with pavement thickness not matching the plans. There were deducts as well. The design of the project went back ten (10) years. The plans had been reviewed.

Mayor Stockton questioned if the depths of the pipe had been known would the cost have been higher. Mr. Cummings reiterated that it was bid one way and needed to be built another. They could not change vendors mid project. Mayor Stockton stated it was possible that this was not the lowest price the City could have received.

Alderman Anderson stated it was an oversight. There should have been a bid process from the start. He understood that these things can occur. It was an expensive human error. He requested the Water Department track employee performance. Mr. Cummings stated in large measure it was failure on the City's part. There was a loan to repay. It was a combination of factors including engineering and construction.

Alderman Sage questioned if the Water Department had new documentation to locate existing water lines. He also questioned how staff was being proactive in identifying and locating water infrastructure. Mr. Cummings stated the Water Department had plans

and digital photographs. Documentation had been improved. Staff was using GPS more often. They were also taking steps to have better records in the future.

Alderman Stearns questioned the Water Depreciation Fund. Mr. Cummings noted there was more than \$6 million in reserve.

Alderman Purcell stated the loan had to be repaid. He was not happy with the large amount.

Motion by Alderman Anderson, seconded by Alderman Purcell that the Change Order in the amount of \$206,317.48 be approved, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to Chapter 16 (Finance) by adding Section 57, Relating to the Disposal of Surplus Property

RECOMMENDATION: That the Text Amendment be approved and the Ordinance passed.

BACKGROUND: Occasionally the City has property which is not needed at present or the foreseeable future, or that is no longer of value or use. It is in the best interest of the City to establish guidance for the disposal of such property through a surplus property disposal policy.

This policy establishes procedures for the disposition of property, other than real estate, which is “surplus” to the needs of the City based on the value of the property. Permissible methods of disposition include, but are not limited to: public auction; solicitation of written bids; trade-in on a purchase of City property; transfer to another agency of government at or below reasonable market value; donation; lease or loan; or scrap, scrap metal, recycling or destruction and disposal to a waste landfill.

The City’s Purchasing Agent or such other officer as designated by the City Manager, is responsible for the administration of the policy. The Purchasing Agent shall coordinate the disposition of surplus property, aid the City Manager or City Council in determining the best method of disposal, maintain a record of the property, surplus determination, disposal method selected, and the manner of disposal.

Staff respectfully recommends that the Text Amendment be approved and the Ordinance passed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: While there is no way to predict income in dollars at this time, the City may generate revenue or trade toward the purchase of new equipment, reclaim usable space taken up by storage, and realize savings in repair costs and labor. The costs associated with advertising, bidding or auctioning may be covered by the income received from sold property.

Respectfully submitted for Council consideration.

Prepared by:

Rosalee Dodson
Asst. Corporation Counsel

Reviewed by:

Timothy Ervin
Director of Finance

Reviewed by:

Kim Nicholson
Purchasing Agent

Recommended by:

David A. Hales
City Manager

ORDINANCE 2010 - 22

AN ORDINANCE AMENDING CHAPTER 16 (FINANCE) BY ADDING SECTION 57, RELATING TO THE DISPOSAL OF SURPLUS PROPERTY BY THE CITY OF BLOOMINGTON

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

SECTION ONE: That the Bloomington City Code, 1960, as amended, be further amended by adding the following Section 57 to Chapter 16 (Finance):

Section 57. Disposal of Surplus Property.

- A. Purpose. This Section establishes procedures for the disposition of property, other than real estate, which is “surplus” to the needs of the City. “Surplus” is defined for purposes of this Section to mean any tangible, personal property owned by the City that is not needed at present or in the foreseeable future or that is no longer of value or use to the City. An item of property shall be considered to have no further usefulness when:
1. The item or its function has been totally replaced by other City property and no probable future function exists for it;
 2. The City no longer performs the service for which the item was purchased and no other service can reasonably be provided by the item; or
 3. The item is no longer able to reliably or economically perform the work required of it.
- B. Responsibility for Administration. The City’s purchasing agent or such other officer as designated by the City Manager, is responsible for the administration of this Section. The purchasing agent shall coordinate the disposition of surplus property, and shall aid the City Manager or City Council in determining the best method of disposal. The purchasing agent shall maintain a record of the property, surplus determination, disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred.
- C. Report to Purchasing Agent. All departments of the City shall cooperate with the purchasing agent to ensure the most efficient and beneficial disposition of surplus property. A City department responsible for property which it wishes to declare surplus shall provide the purchasing agent with a detailed description of the property, its location and condition, and its estimated value.
- D. Determination of value. A department wishing to dispose of a single item of surplus property, or a group of items, shall make and estimate the reasonable market value in “as is, where is” condition. The purchasing agent shall verify the accuracy of this estimate. If the responsible department for the surplus property cannot make an estimate of the

reasonable market value after use of pricing guides such as the National Automobile Dealers Association used car guide, the Computer Blue Book, the Heavy-Equipment Green Book, or any other pricing guide, the purchasing agent shall contact peers in other municipalities for cost comparisons.

E. Condition of surplus property upon sale. Surplus property sold by the City is sold in “as is, where is” condition, without warranty, either express or implied, payment on delivery or otherwise instructed for Internet sales, FOB (Free on Board) the City property location. Personal computers are disposed of without installed operating systems or applications software, due to software license restrictions.

F. Procedure- Property Worth One Thousand Dollars or Less. If the property is not needed by the City and the estimated value is \$1,000.00 or less, the purchasing agent may dispose of the property in any manner deemed to be in the City’s best interests, after consultation with and approval by the City Manager, without the requirement of City Council action.

G. Procedure- Property of a Value Greater than One Thousand Dollars and Less than Twenty Thousand Dollars.

1. If the surplus property has an estimated value between \$1,000.01 and \$19,999.99, the purchasing agent may dispose of the surplus property in one of the specifically approved methods listed in this Section without submitting a report to City Council:

- a. Public auction, including web-based auctions;
- b. Solicitation of written bids; or
- c. Transfer to another agency of government at or below reasonable market value.

2. Alternatively, the purchasing agent may request the City Council’s authorization to dispose of the surplus property in another manner.

3. If the purchasing agent cannot dispose of the property in one of the methods specified in this Section, the purchasing agent shall notify City Council and recommend further action. City Council will then direct the disposition of the surplus property.

H. Procedure- Property of a Value of More than Twenty Thousand Dollars. Disposition of surplus property of a value of \$20,000.00 or more must be approved by a majority of the City Council prior to disposal.

I. Permissible methods of disposition of surplus property include, but are not limited to:

1. Public auction. Disposal of surplus property may be by public auction provided the purchasing agent publish an advertisement for public auction at least once in the official newspaper of the City not less than ten (10) days prior to the auction, or for an auction conducted electronically on the world-wide web, within three (3) days of the date the personal property is delivered to the entity conducting the auction. The advertisement

shall also be posted on the City's website not less than ten (10) days prior to the public auction. The published notice shall specify the time, place and terms upon which the personal property shall be offered and a general description of the personal property to be sold. For auctions conducted electronically on the world-wide web, the published notice shall include a general description of the personal property to be auctioned and the world-wide web address of the auction location.

2. Solicitation of written bids. Disposal of surplus property may be by solicitation of written bids provided the purchasing agent publish an advertisement for solicitation of written bids at least once in the official newspaper of the City not less than ten (10) days prior to the deadline for solicitation of written bids. The advertisement shall also be posted on the City's website not less than ten (10) days prior to the bid submission. The advertisement for bids shall describe the property to be sold and shall designate when and where the bids are to be submitted, the place and the time that the bids will be opened, the minimum price, if any, and the terms of the sale. The item will be sold in "as is, where is" condition to the person submitting the highest bid provided, however, a lower bid submitted by a nonprofit organization or governmental agency may be accepted by the City. The purchasing agent shall determine the time in which the successful bidder must remove the item.

3. Trade-in on a purchase of City property. Disposal of surplus property may be by trade-in, in conjunction with acquisition of other price-based items.

4. Transfer to another agency of government at or below reasonable market value. Disposal of surplus property may be by sale, trade, donation, or other transfer to another public agency or governmental unit by negotiation.

5. Donation. Disposal of surplus property may be by donation to any organization operating within or providing a service within the City which is recognized by the Internal Revenue Service as a 501(c)(3) non-profit organizations.

6. Lease or loan.

7. Scrap or scrap metal.

8. Recycling or destruction and disposal to a waste landfill. Once the department head of the surplus property and the purchasing agent have agreement to destroy worthless property, or if there is excess from a public auction that has been determined unsellable and cannot be donated or disposed of by any other means, authorized personnel in accordance with all applicable federal, state and local regulations shall carry out such destruction.

J. Exempt Property.

1. Drugs, needles, syringes, hazardous substances, controlled substances, firearms, and other sensitive items. The purchasing agent does not have authority to handle, dispense,

or dispose of items that require special handling and control. Authorized personnel in accordance with all applicable federal, state and local regulations shall carry out the destruction.

2. Forfeited property. The Bloomington Police Department may utilize and dispose of forfeited personal property as approved by the City Council. The Bloomington Police Department may also utilize the City's methods of disposal for such property, unless such property is considered exempt property.

K. City Employees and City Council. No City employee or member of City Council shall directly or indirectly use, take or dispose of property surplus to the City other than in their official duties. A City employee or member of City Council, except those directly involved in declaring items surplus or having privileged information regarding the item or the value thereof which is not available to members of the public, is allowed to compete, as members of the public, for the purchase of publicly sold surplus property.

L. Police Department and Fire Department Property – Retirement. Upon honorable retirement from service with the City, a police officer or firefighter may receive, with the approval of the City Manager or his or her designee, an item or individual set of specialized and personal use items used by the police officer or firefighter at the time of his or her retirement. This may include, but is not limited to, a firearm, badge, helmet, or canine service dog.

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

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

SECTION FOUR: This ordinance shall be effective ten (10) days after the date of its publication.

SECTION FIVE: This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 24th day of May, 2010.

APPROVED this 25th day of May, 2010.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

David Hales, City Manager, introduced this item. The surplus property was not real property. This ordinance dealt with how to dispose of surplus personal property. From the standpoint of internal control this ordinance was appropriate. It was a matter of good governance policy and practice. Staff had looked at other municipalities. The ordinance would be evaluated in a year.

Mr. Hales introduced Rosalee Dodson, Asst. Corporate Counsel, who addressed the Council. The process was dependent upon the value of the property. Anything over \$20,000 required Council action.

Alderman Schmidt questioned what had been done prior to the ordinance. Ms. Dodson stated the ordinance verified the methods that had been followed in the past. The properties had not been categorized by value.

Alderman Purcell questioned what other cities the ordinance was based on. Ms. Dodson stated staff had looked at Bellingham, Washington's ordinance. They had a bare bones ordinance. She could not find anything as comprehensive.

Motion by Alderman Schmidt, seconded by Alderman Purcell the Text Amendment be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

Presentation by Randall McKinley, Police Chief regarding Animal Control Activities

Randall McKinley, Police Chief, addressed the Council. He and the Town of Normal sat down with the McLean County Animal Control about a year ago. It was determined that the City could not carry the burden of the services at this cost. There were two (2) contracts: warden services and shelter services. He reviewed the list of services provided. He cited complaint statistics for the City, (1,750 for the previous year). He had looked at ways to lower costs and found a way to be more efficient.

Alderman Stearns questioned who citizens were to contact with questions. Chief McKinley stated they should call the Bloomington Police Department's business line. If there was a question of policy they should contact the County's Animal Shelter. The Animal Shelter was not open twenty-four hours a day, seven days a week (24/7), and when closed, citizens could contact the Police Department (PD).

Alderman Fruin reminded the Council that a brochure designed by the PD, was available to citizens directing them who to call with questions. The Health Department would also make referrals for private services.

Alderman Purcell believed there was confusion among citizens on actions regarding animal carcasses. He questioned who citizens were to call regarding wild animals. Chief McKinley wanted to be informed of any problems with services from the Animal Shelter or Animal Control. The services were part of the PD's budget.

The following was presented:

SUBJECT: McLean County Animal Shelter Agreement

RECOMMENDATION: That the Intergovernmental Agreement in the amount of \$32,520 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: For the past several years, an Intergovernmental Agreement has been effect between the City and the McLean County Health Department to provide shelter for stray animals. The current contract expired April 30, 2010.

The new agreement will be for the period beginning May 1, 2010 through April 30, 2011, and reflects an increase of 3.2% from \$31,512 a year to \$32,520 per year. This agreement is renewable on a year to year basis, renewable on May 1st of each year. Staff respectfully requests permission to enter into an agreement with McLean County Board of Health for use of the McLean County Animal Shelter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: \$32,520 has been budgeted in G15110-70990 for FY 2010-2011.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Randall D. McKinley
Police Chief

Timothy Ervin
Director of Finance

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May, 2010 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

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

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

WHEREAS the BOARD OF HEALTH has the capacity to provide such services and will permit 24-hour, seven days per week access to the McLean County Animal Control Center; and,

WHEREAS the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the BOARD OF HEALTH and the MUNICIPALITY as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2010 through April 30, 2011.
2. The BOARD OF HEALTH agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the MUNICIPALITY; b) dogs and cats seized by MUNICIPALITY law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of MUNICIPALITY housing and/or zoning codes; and, d) dogs and cats summarily seized by MUNICIPALITY law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.

3. The BOARD OF HEALTH agrees to assist the MUNICIPALITY in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the MUNICIPALITY and providing within the Animal Control Center information and education materials to residents of the MUNICIPALITY concerning ordinances prohibiting dogs and cats from running at large.
4. The MUNICIPALITY agrees to pay to the BOARD OF HEALTH for such services thirty-two thousand five-hundred and twenty dollars (\$32,520) per year, payable as follows:
 - A. Two-thousand seven-hundred and ten dollars (\$2,710.00) monthly, beginning May 1, 2010 and continuing throughout the term of this AGREEMENT.
5. Payments for services rendered pursuant to this AGREEMENT will be made by the MUNICIPALITY to the BOARD OF HEALTH (payable to the McLean County Health Department) monthly no later than the 15th day of each month.
6. The BOARD OF HEALTH shall indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. The MUNICIPALITY shall indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
8. All stray or straying dogs and cats placed in the Animal Control Center by a representative of the MUNICIPALITY pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the BOARD OF HEALTH and County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The MUNICIPALITY agrees that the BOARD OF HEALTH shall have no obligation to hold animals any longer than required by law; provided however the BOARD OF HEALTH will hold an animal longer at the request of the MUNICIPALITY on the condition that there is sufficient space available to house the animal and that the MUNICIPALITY agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such

dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the BOARD OF HEALTH in addition to the reclamation/release fee of the MUNICIPALITY.

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

CITY OF BLOOMINGTON
a Municipal Corporation,

By: Stephen F. Stockton
Mayor

May 25, 2010

ATTEST:

By: Tracey Covert
City Clerk

May 25, 2010

McLEAN COUNTY BOARD OF HEALTH

By: Walter P. Howe
Director

June 9, 2010

Motion by Alderman McDade, seconded by Alderman Schmidt that the Intergovernmental Agreement in the amount of \$32,520 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Animal Control Warden Services Agreement

RECOMMENDATION: That the Intergovernmental Agreement in the amount of \$91,010 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: For the past several years, an Intergovernmental Agreement has been in effect between the City and McLean County Board of Health. The Board of Health assumes all responsibilities for the duties of animal control on a twenty-four (24) hour a day basis within the corporate limits of the City and will enforce all Illinois animal control laws and City Ordinances relating to animals. Services and conditions are outlined in the Intergovernmental Agreement. The agreement reflects an increase from \$88,200 to \$91,020, 3.2% increase which has been budgeted in line item G15110-70990.

This agreement is renewable on a year to year basis and will be effective May 1, 2010 through April 30, 2011, and renewable on May 1st of each year. Staff respectfully requests permission to enter into an agreement with McLean County Board of Health for animal warden services.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: \$91,020 has been budgeted in G15110-70990 for FY 2010-11.

Respectfully submitted for Council consideration.

Prepared by:

Randall D. McKinley
Police Chief

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Tim Ervin
Director of Finance

Recommended by:

David A. Hales
City Manager

**AGREEMENT FOR
ANIMAL CONTROL WARDEN SERVICES**

This AGREEMENT for Animal Control Warden Service made this 1st day of May, 2010 by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "BOARD OF HEALTH"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

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

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

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

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

WHEREAS, the BOARD OF HEALTH has the capacity to provide such services through its Animal Control Wardens; and,

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

WHEREAS, the BOARD OF HEALTH wishes to provide such services to the MUNICIPALITY through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That parties enter this AGREEMENT for the period May 1, 2010 through April 30, 2011.
2. That the BOARD OF HEALTH agrees as follows:
 - A. To provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the MUNICIPALITY, within a reasonable period of time;
 - B. To remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the

request of the MUNICIPALITY twenty-four (24) hours per day within a reasonable period of time;

- C. To remove dead animals from public right of way within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY, and removal of dead dogs and cats from private property within the corporate limits of the MUNICIPALITY when an owner is unknown, twenty-four (24) hours per day within a reasonable period of time providing the MUNICIPALITY provides a disposal site for said carcasses. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the MUNICIPALITY it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal;
- D. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be seized pursuant to warrants issued for enforcement of MUNICIPAL housing and/or zoning codes, and dogs and cats seized in the course of executing warrants for the arrest of the owners or persons having custody of such dogs and cats, which assistance shall be subject to the terms of paragraph B in Section 3;
- E. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, upon request from the MUNICIPALITY twenty-four (24) hours day within the corporate limits of the MUNICIPALITY within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper;
- F. To continue to collect and remit to the MUNICIPALITY all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the MUNICIPALITY'S ordinance governing animal and fowls;
- G. To provide the MUNICIPALITY written evidence, in a manner acceptable to the MUNICIPALITY, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement;
- H. To indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the BOARD OF HEALTH, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. That the MUNICIPALITY agrees as follows:

- A. To pay the BOARD OF HEALTH for such services ninety-one thousand and twenty dollars (\$91,020), payable as follows: Seven-thousand, five-hundred and eighty-five dollars (\$7,585) monthly beginning May 1, 2010, and continuing throughout the term of this agreement for the services described in paragraphs A, B, C, E, F, G, and H of Section 2;
- B. To pay the BOARD OF HEALTH forty-five (\$45.00) dollars per hour per Warden for the services specified in paragraph D in Section 2. The MUNICIPALITY understands and agrees that the BOARD OF HEALTH shall not be obligated to provide such services and that any agreement to do so shall be dependent on the availability of staff and capacity at the Animal Control Center. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after the execution of a warrant as provided in paragraph D of Section 2 that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. Notice shall be given in writing within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms provided by the BOARD OF HEALTH;
- C. To indemnify and hold harmless the BOARD OF HEALTH from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies;
- D. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the BOARD OF HEALTH.

4. That the BOARD OF HEALTH and the MUNICIPALITY agree as follows:

- A. That this agreement may be terminated for any of the following reasons:
 - i. At the request of the MUNICIPALITY upon ninety (90) days written notice.
 - ii. At the request of the BOARD OF HEALTH upon ninety (90) days written notice.
- B. That in the event this Agreement is terminated prior to its expiration, then the MUNICIPALITY agrees to pay the BOARD OF HEALTH for any services outstanding rendered by the BOARD OF HEALTH.
- C. That this Agreement includes all of the agreements made by the BOARD OF HEALTH and the MUNICIPALITY without regard to any oral conversations

which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.

- D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.
- E. That any issues pertaining to the sheltering of animals shall come under the Inter-Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON
a Municipal Corporation,

By: Stephen F. Stockton
Mayor

May 25, 2010

ATTEST:

By: Tracey Covert
City Clerk

May 25, 2010

McLEAN COUNTY BOARD OF HEALTH

By: Walter P. Howe
Director

June 9, 2010

Motion by Alderman McDade, seconded by Alderman Anderson that the Intergovernmental Agreement in the amount of \$91,010 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton had attended a meeting with the Town of Normal and other communities regarding Amtrak and the Illinois Department of

Transportation (IDOT) Railroad Bureau. They discussed the future of high speed rail. He cited federal grant money. Over the next few years, over \$1 billion would help impact the area from St. Louis to Joliet. The track from Joliet to Chicago was handled by a separate grant. There was a lot of work to do. By summer 2010 there would be track improvements from Alton to Godfrey. By summer of 2011 there would be work done from Godfrey to Springfield. By 2012 trains would travel from St. Louis to Joliet at 110 miles per hour (mph). This would take fifteen (15) minutes off the trip to Chicago. By 2014 high speed rail would be seen for all five (5) existing trains. There may be additions of a sixth train to Chicago that would also travel at 110 mph. Reliability was improving. Train sets would be diesel with two (2) level cars. Manufacturing would be completed in the US. The City was extremely fortunate to have been chosen. There were three (3) projects approved, one was located in Illinois, Florida and California. A study on high speed rail from St. Louis to Kansas City was also underway.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He passed out a document on the Downstate Illinois Economic Workshop. He also passed out a part of a status report from the 2010 Action Agenda. It dealt with the top/high priorities.

Alderman Sage questioned if agenda topics were part of the Strategic Plan. He clarified they were Council driven. Mr. Hales responded affirmatively.

Mr. Hales stated staff was accountable to Council. He was addressing the work load and examining high priority items. He requested feedback on the April 2010 report. Staff would focus more time and effort on Performance Measures. The April financial report was delayed. The report would include unaudited numbers and the impact on the Unreserved Fund Balance.

ALDERMEN'S DISCUSSION: Alderman Sage had some comments on public notices that he would save for another night. He commented on the City Manager's activity report. April attendance was up twenty-five percent (25%) at the Zoo. Admissions were also up. A year ago concerns were raised regarding budget cuts. Those had not been reflected in attendance and admissions. He also had received a report from the League of Women's Voters. They were an independent and nonpartisan group. They drafted an observer's report on the City Council. He wanted to share some comments on the report and read from the same.

Alderman Fruin commented on salary for elected officials, specifically the Mayor. The Cities of Champaign and Peoria had increased their Mayor's salary to the mid \$30,000. The Town of Normal paid their Mayor \$18,000. All three (3) cities paid their Mayors more than the City. He questioned if the Council should address this issue. It was awkward and he questioned the timing. The Council needed to put it into perspective. He believed the salary would limit interest in the position. The Council needed to look forward. The last discussion on the topic was a couple of years ago. He hoped to discuss same in two (2) weeks. Mayor Stockton stated the decision had to be made 180 days in advance of the election.

Alderman Fruin also wanted to address Aldermen's salary in two (2) weeks. The Council should address these issues in early summer to avoid campaign issues. Mayor Stockton requested comments be directed to Alderman Fruin.

Alderman Fruin stated some cities had cell phone and car allowances for the Mayor and Council members. He also had been a critic of the Pantagraph in the past. He wanted to express his compliments to the Pantagraph for highlighting the success of the US Cellular Coliseum (USCC). Mayor Stockton added that Central Illinois Area Management (CIAM) had been working with the USCC for different strategies. Losses were cut by ninety percent (90%). He had asked Aldermen Fruin and Schmidt to become experts on the USCC. They were very knowledgeable and were having a meeting the next day.

Alderman Schmidt stated she was troubled by the discussion regarding suspending the rules. She believed the City was moving forward with the Town Hall meetings. Staff and Council were available. Questions could be prepared in advance. Council needed to understand the protocol to be on the same page. She wanted to be proactive and positive. Mayor Stockton stated as chair of the meeting it was difficult to balance time versus public input. It could be awkward.

Alderman Schmidt wanted a clear protocol for how citizens could have their questions answered. She wanted an open door for questions and comments.

Alderman Purcell requested a definition of protocol. He saw it as a procedure issue. Research needed to be done to come to a consensus.

Alderman Fruin stated it was the Council's duty to discuss the Code of Conduct. It had been ten (10) years.

Alderman Stearns stated there was a lot to say. She had encountered citizens who attended Council meetings. Everyone was very busy and Mondays were even busier. She believed it was her duty to ask questions. She believed open meetings were not complicated. It was a simple issue. If protocol was changing, the Council needed to discuss it in public. She believed Council meetings should be televised. She questioned why meetings were so long. She addressed presentations at Council meetings. She appreciated the citizens who attended Council meetings.

Alderman Schmidt wanted clarification on how citizens address questions with the Council and staff. Mayor Stockton had tried to put limits on discussion in the past. The Council needed to find a balance.

Alderman Huette encouraged citizens to contact staff and Council in advance. He believed unknown outside input may impact a vote.

Alderman Anderson stated in light of the frustration with suspending the rules he also encouraged citizens to contact Aldermen and the City Manager's Office. Council

meetings should be productive, effective and respect everyone's time. Everyone could be better prepared for Council meetings.

Motion by Alderman Schmidt, seconded by Alderman Sage, that the meeting be adjourned. Time: 10:10 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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