

**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 7:35 p.m., Monday, September 14, 2009.

The Meeting was opened by Pledging Allegiance to the Flag followed by Silent Prayer.

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

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

Alderman absent: John Hanson.

Deputy City Manager Barbara Adkins, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

Absent: David Hales, City Manager.

The following was presented:

Mayor Stockton introduced the Lincoln Bicentennial Committee. He noted a marquette of the statue was present. The Council would be given an update.

Barbara Adkins, Deputy City Manager, addressed the Council. Two and a half (2½) years ago, Bob Lenz had approached Mayor Stockton, Mayor Koos, and McLean County Board Chairman Matt Sorenson regarding an intergovernmental agreement for a Bicentennial Committee to commemorate Abraham Lincoln's 200th birthday. The City provided a staff person to act as liaison for the first year. The Commission would provide an annual report as part of the agreement. As 2010 was approaching it was decided to bring John Kruger, Chairman and Bob Lenz, Vice Chairman to address the Council. Andre Jumonville, the artist of the statue, was also present.

Mr. Kruger noted Ms. Adkins was the first staff person to act as liaison. He thanked the local governments for additional funding and staff support. He desired to produce a project that would last for generations. The project brought together many local scholars, universities, and State Farm employees. He desired to leave three (3) permanent legacies. The first was a subsidized play created by the community for the community. It focused on Lincoln's interaction with McLean County. State Farm had taped the play and tapes were available to schools for teaching purposes. The second would be a permanent exhibit focusing on the 8th Judicial Circuit where Lincoln practiced law. It would be housed at the David Davis Mansion. A smaller travelling exhibit would also be created.

The final project would be the statue. He stated the Commission had raised \$124,000 in grants. He introduced Bob Lenz to address the statue.

Mr. Lenz stated the statuary group represented Lincoln along with Jesse Fell and David Davis. The statue would hopefully impact tourism and education. It would be located in front of the Bloomington Center for the Performing Arts (BCPA). The money raised came from private donations with the exception of budgeted money from the City for site work. The first public fundraiser was held Friday September 11, 2009 and had brought in \$172,000 in cash and pledges and \$17,000 during the event. They had done a nationwide search for an artist. They paid for three (3) marquettes to select the artist. They chose Andrew Jumonville, a local artist who was introduced to speak about the statue.

Mr. Jumonville stated the statue would commemorate the interaction between the three (3) men. Lincoln would have a wistful look in his eyes as he was encouraged by the two (2) men. There would also be a timeline component on the base of the statue. It would contain markers with points of interest for each figure.

Mayor Stockton requested Mr. Jumonville describe the conversation between the figures. Mr. Jumonville believed that Mr. Davis and Mr. Fell would have told Mr. Lincoln that there was greatness in him. He was made for better things. He wanted to show the human side of these historical figures. His goal was to capture the humanist aspect. The statue would be life sized. The dedication was slated for June 1, 2010. The final piece would be made of bronze with a two foot (2') pedestal that contained additional plaques. He would complete all the sculpting and molding at his residence. The foundry work would be completed elsewhere.

Alderman Schmidt commented on Representative Dan Brady and the excellent job he did as auctioneer. Ms. Adkins noted that initially each unit of government had contributed \$34,000. This fiscal year, the City would donate \$20,000 for the statue foundation. Mayor Stockton questioned if these funds would be sufficient to complete the statue. Mr. Lenz stated that the Committee was working with a local retired architect to assist with design. They also were collaborating with a local engineering firm. He believed these collaborations would allow the project to be completed for a reasonable cost.

Mayor Stockton appreciated the work of the Commission and volunteers. Mr. Lenz cited collaboration by a number of entities on the local and state level. There had been a great community effort. Mayor Stockton purposed, in light of the next spring dedication, that the Festival Park be renamed Lincoln Park in honor of Abraham Lincoln. He desired three (3) things as a result of the statue: 1.) commemorate Mr. Lincoln's birth; 2.) provide a lasting memento; and 3.) increase Lincoln tourism.

The following was presented:

SUBJECT: Proclamations

RECOMMENDATION: That the proclamations be made a matter of record.

BACKGROUND: The proclamations will be presented to:

1. McLean County Chamber of Commerce declaring Chamber of Commerce Week 2009.
2. League of Women Voters celebrating their 75th Anniversary.
3. DAR, (Daughters of the American Revolution), declaring September 17 – 23, 2009 Constitution Week.

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

Mayor Stockton read and presented the proclamation declaring Chamber of Commerce week for the Mclean County Chamber of Commerce (MCC). He introduced Charlie Moore, Executive Director MCC's. Mr. Moore thanked the Mayor and Council for their recognition and support. The Illinois Chamber of Commerce was marking its 90th anniversary. He acknowledged Pat Grosso and Ryan Whitehouse, MCC staff present. He was honored to serve the community. Mayor Stockton stated the City works closely with the MCC. He cited the Main Street Commission as an example.

Mayor Stockton read and presented the Proclamation declaring September 22, 2009 as League of Women Voter's Day. He introduced Julie Sullivan to speak on behalf of the League of Women Voters (LWV). Ms. Sullivan thanked the Council for the recognition. She stated the LWV had been active for seventy-five (75) years. She believed informed and active citizens were an important right of a U.S. citizen. Information was the key. Three (3) LWV members have been in the League for over fifty (50) years.

Mayor Stockton also declared September 17 - 23, 2009 as the Daughters of the American Revolution (DAR) Constitution Week. A representative of the DAR was not present to receive the Proclamation.

Motion by Alderman Schmidt, seconded by Alderman McDade that the proclamations be made a matter of record.

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

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

Nays: None.

Motion carried.

The following was presented:

United Way Presentation.

Barbara Adkins, Deputy City Manager, introduced the McLean County United Way (UW) as an active organization. It was that time of year for them to solicit the community for funding. She introduced Andy Smith, UW Loan Executive.

Mr. Smith thanked the Council for their time. He addressed the Council concerning the UW's message. He challenged the City's department heads to give at the Jesse Fell Leadership Level. He extended this challenge to the Council. Last year, the UW had a strategic direction that focused on education, income and health. The goal had been to promote lasting change to prevent future problems. This year the theme would be the same.

Mr. Smith stated the UW worked with local volunteers and experts to identify challenges and opportunities for change in the community. The first area had been education. Last year thirty-seven percent (37%) of high school students could not read at their grade level. 178 high school students had dropped out. He noted the cost to taxpayers per drop out would be over \$200,000 over each student's lifetime. A couple projects were completed last year in the area of education. The first was the Kindergarten Readiness calendar. The purpose was to ready the children to learn. The second was the Reading Buddies program. It had been a new program for second (2nd) graders. It focused on the importance of children reading. It provided a structured reading time for a child to read with a buddy. They found that the program had reduced incidents of discipline for the children involved.

The second area of focus was income. The poverty rate in McLean County was higher than the State of Illinois. One third of the households in McLean County earn less than \$35,000 a year. The UW had been looking for ways to encourage financial stability and independence. They identified two (2) federal programs. The first was the Supplemental Nutrition Assistance Program (SNAP). Last year \$4 million went unused by those eligible in the community. The UW was trying to determine why the benefits had gone unused. Their goal was to put \$2 million back into the County by next year. The second program was the Earned Income Tax Credit (EITC). The UW had been working with the Internal Revenue Service (IRS) on the Volunteer Income Tax Assistance (VITA) program. The program would assist individuals in preparing income tax returns correctly to ensure the maximum income tax return. Education and income were cornerstones to

individual and community success and this was why the UW had focused so much energy and resources on these programs.

Mr. Smith mentioned other programs currently sponsored by the UW. The first was United Way 211, which launched on February 11, 2009. The simple to remember phone number was free twenty-four hours a day, seven days a week and three hundred sixty-five days a year (24/7/365). This program provided callers with information concerning human service referrals. Last month they received over 1,000 calls. The program was housed by PATH.

The second program was Teen United for McLean County. This program engaged high school youth to be involved in the community. Two (2) students from each high school were nominated by the Principal to be a part of a community project. Last year UW partnered with the Town of Normal to create the Born Learning Trail in Normal's Anderson Park.

The UW was still funding the original forty-six (46) direct services to improve the lives of individuals. One could visit the UW's website for a list of services. The UW invited people to be a part of changing the community in three (3) ways: 1.) donate funds; 2.) advocate by informing others about the UW and its programs; and 3.) volunteer talent by visiting the website to determine the best volunteer position.

Mayor Stockton thanked Mr. Smith for his presentation.

The following was presented:

SUBJECT: Council Proceedings of September 25, 2006 and Executive Session of April 27, 2009

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of September 25, 2006 and Executive Session of April 27, 2009 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of September 25, 2006 and Executive Session Minutes of April 27, 2009 have been reviewed and certified as correct and complete by the City Clerk.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman McDade that the reading of the minutes of the previous Council Meeting of September 25, 2006 and Executive Session Minutes of April 27, 2009 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

BACKGROUND: The list of bills and payrolls will be furnished to you in on Friday, September 11, 2009 by posting via the City's web site. After examination, I will notify the Council of any items which may need to be addressed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman McDade 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, 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 fifth partial payment to Gildner Plumbing Inc. in the amount of \$11,434.50 on a contract amount of \$116,421 of which \$87,562.80 will have been paid to date for work certified as 75% complete for the Detention Basin Improvements 2007 – 08, (construction). Completion date – October 2009.
2. The twentieth partial payment to Clark Dietz, Inc. in the amount of \$4,558.41 on a contract amount of \$305,000 of which \$207,707.40 will have been paid to date for work certified as 68% complete for the Locust/Colton St. Sewer Separation & Water Main Replacement Design. Completion date – March 2010.
3. The first partial payment to McLean County Asphalt in the amount of \$161,250.43 on a contract amount of \$250,000 of which \$161,250.43 will have been paid to date for work certified as 65% complete for the 2009 – 2010 Street & Alley Repair, (construction). Completion date – April 2010.
4. The fourth partial payment to George Gildner Inc. in the amount of \$45,795.27 on a contract amount of \$96,539 of which \$96,539 will have been paid to date for work certified as 100% complete for the Lee Street Sanitary Sewer Extension, (construction). Completion – May 2009.

5. The thirty-fifth partial payment to Clark Dietz, Inc. in the amount of \$2,489.71 on a contract amount of \$392,895 of which \$370,797.59 will have been paid to date for work certified as 94% complete for Hamilton Rd., (Timerlake to Main) design. Completion date – October 2009.
6. The first partial payment to Illinois Department of Transportation in the amount of \$278,686.12 on a contract amount of \$292,000 of which \$278,686.12 will have been paid to date for work certified as 95% complete for US Route 51 BUSN Lafayette to Division Street (resurfacing reimbursement). Completion date – December 2009.
7. The second partial payment to Downtown Bloomington Association in the amount of \$40,327.17 on a contract amount of \$125,000 of which \$77,562.60 will have been paid to date for work certified as 62% complete for Downtown Redevelopment Plan Partnership. Completion date – December 2009.
8. The fourth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666.66 on a contract amount of \$80,000 of which \$26,666.64 will have been paid to date for work certified as 33% complete for McLean County Economic Development. Completion date – April 2010.
9. The second partial payment to Farnsworth Group, Inc. in the amount of \$15,221.25 plus reimbursables in the amount of \$531.45 for a total payment of \$15,752.70 on a contract amount of \$108,600 plus reimbursables of which \$51,033.27 will have been paid to date for work certified as 46% complete for Kickapoo Restoration Project, Phase II, (design). Completion date – May 2010.
10. The twelfth partial payment to Stark Excavating Inc. in the amount of \$41,514.64 on a contract amount of \$2,589,000 of which \$1,652,784.39 will have been paid to date for work certified as 62% complete for McGraw Park, Phase II General Construction. Completion date – September 2009.
11. The twelfth partial payment to Clark Dietz in the amount of \$42.50 on a contract amount of \$15,000 of which \$12,812.60 will have been paid to date for work certified as 85% complete for Permit Modification from IDNR Evergreen Reservoir Fish Barrier. Completion date – December 2010.
12. The fifteenth partial payment to Clark Dietz in the amount of \$6,576.25 on a contract amount of \$50,000 of which \$42,763.52 will have been paid to date for work certified as 86% complete for Water Mapping Services. Completion date – December 2009.
13. The ninth partial payment to Clark Dietz, Inc. in the amount of \$1,530.25 on a contract amount of \$21,700 of which \$19,628.11 will have been paid to date for work certified as 90% complete for Lincoln St., Bunn to Morrissey Dr., Observation. Completion date – September 2009.

14. The ninth partial payment to Clark Dietz in the amount of \$880 on a contract amount of \$22,000 of which \$20,045.53 will have been paid to date for work certified as 91% complete for Water Main Design Graham Street through O'Neil Park. Completion date – December 2009.
15. The twenty-first partial payment to Clark Dietz in the amount of \$495 on a contract amount of \$84,600 of which \$72,861.88 will have been paid to date for work certified as 86% complete for Parmon Rd. Water Main Replacement, (design). Completion date – December 2009.
16. The nineteenth partial payment to Clark Dietz in the amount of \$1,688.75 on a contract amount of \$60,000 of which \$56,174.92 will have been paid to date for work certified as 94% complete for Observation/Inspection of Parkview Phase I, Water Main Replacement. Completion date – January 2010.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION: That the appointment and reappointment be approved.

BACKGROUND:

Fire Pension Board

Tim Ervin, 814 N. Fell Avenue, Normal. He is replacing Barbara Adkins. His term will expire on April 20, 2013.

Tracey Covert, 8388 Surrey Circle. Her term will expire on April 30, 2013.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Recommended by:

Stephen F. Stockton
Mayor

Motion by Alderman Schmidt, seconded by Alderman McDade that the reappointment be approved.

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:

SUBJECT: Partial Payment to the Grove on Kickapoo Creek, LLC for Ireland Grove Road Trunk Sewer – East Branch Over Sizing

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 pay for over sizing the sanitary trunk sewers in the Grove Subdivision. Construction of the forty-eight inch (48”) east branch trunk sewer is nearing completion and payment invoices and supporting documentation from the developer have been received. The sewers have been over sized to serve approximately 4,000 acres north and east of the Grove development and a portion of the Adams property south of Ireland Grove Road. The invoice totals for this portion of the east branch sewer construction are \$240,265.12. The Annexation Agreement requires the City to pay the over sizing invoices within thirty (30) days of receipt of all documentation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Grove on Kickapoo Creek, LLC.

FINANCIAL IMPACT: Partial payment for this work in the amount of \$240,265.12 will be paid with Sewer Depreciation Funds (X52200-72550). The Capital Improvement budget for FY 2009-2010 included \$376,755 for this project. This fund currently has a negative fund balance.

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 Schmidt, seconded by Alderman McDade 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, 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 Second Addition – Fifteen Inch (15”) Sanitary Sewer and Black Oak Boulevard Over Sizing

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 pay for over sizing the sanitary sewers in the Grove Subdivision and 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 fifteen inch (15”) sanitary sewer was over sized to serve approximately fifty (50) acres of development property adjacent to the Grove Subdivision and east of 2100 East Road. 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 the fifteen inch (15”) sanitary sewer within the Grove Second Addition is complete and construction of Black Oak Boulevard and the pedestrian underpass are nearing

completion. Staff believes that it will be completed by the end of the construction season. The invoice total for this portion of construction is \$294,787.11. The Annexation Agreement requires the City to pay the over sizing invoices within thirty (30) days of receipt of all documentation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Grove on Kickapoo Creek, LLC.

FINANCIAL IMPACT: Partial payment of \$130,800.03 for the fifteen inch (15”) sanitary sewer to be made from Sewer Depreciation Funds (X52200-72550). The Capital Improvement Budget for FY 2009-2010 included \$130,800.00 for this project. This fund currently has a negative fund balance.

Partial payment of \$163,987.08 for the City’s share of Black Oak Boulevard and the pedestrian overpass to be made from Capital Improvement Funds (X40100-72530). The Capital Improvement Budget for FY 2009-2010 also included \$292,000.00 for this project.

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 Schmidt, seconded by Alderman McDade 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, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Pay G.A. Rich & Sons, Inc. for Emergency Repair of City Sewer in the 1600 Block of E. Oakland Avenue (Ward 4)

RECOMMENDATION: That the payment be approved.

BACKGROUND: A sink hole was discovered below the pavement in the 1600 block of East Oakland Avenue. City crews inspected the fifteen inch (15”) sewer with the camera truck and

discovered a severely deteriorated area. The sewer at this location is approximately fifteen feet (15') deep, which exceeds the excavation limits of City equipment. Therefore, the Public Works Department's Operations Division requested that the Engineering Division retain a contractor to perform the repair work. G.A. Rich & Sons, Inc. performed an excavation at the location, removed and replaced the deteriorated section, backfilled the excavation, and performed surface restoration. A time and materials bill has been submitted for this work in the amount of \$14,312.99. Staff has reviewed the bill and finds it to be in order.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Adjacent property owners and residents.

FINANCIAL IMPACT: Payment for this work in the amount of \$14,312.99 will be paid with Sewer Maintenance & Operations Funds, (X52100-70550). This fund currently has a negative fund balance.

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 Schmidt, seconded by Alderman McDade 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, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment to Roscoe McPherren for Work Performed by Capodice Excavating to Repair City Property

RECOMMENDATION: That the payment, in the amount of \$11,833 to Roscoe McPherren, be approved.

BACKGROUND: On or about April 9, 2009, Roscoe McPherren, 1006 North McLean Street, suffered a sewage backup to his residence. Mr. McPherren hired Dave Capodice Excavating,

Inc., (DCE) to repair the sewer line to his house. The resolution to this problem was complicated, involving the excavation of an alley junction box as well as repairs to a City sewer main in Park Street. Mr. McPherren paid the total bill for the work performed by DCE. Afterward, Mr. McPherren contacted City staff to inquire about the possibility of the City reimbursing him for some of the repair costs. Kurt Haas, Public Works Department's Superintendent of Operations, reviewed the work performed by DCE. In addition, he researched City records involving this sewer line going back to 1888. He came to the conclusion that, the work performed by DCE, bill for \$11,833, involved repairing City property. He also concluded that the cost of the repair was reasonable.

Under a legal doctrine known as quantum meruit (also called "unjust enrichment"), Mr. McPherren has made a valid request for reimbursement of a portion of his bill by the City. Under this doctrine, the law presumes that an implied contract exists when work is performed for the benefit of another and there is no evidence that the benefit was intended as a gift. City staff wishes to emphasize that this is not a settlement of a damages claim, which would be addressed under a different legal analysis. A claim for damages would involve a request to pay for damage to the private residence. In this situation, the basis of the request for payment is for the work performed which actually benefited the City by repairing damaged City property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Payment in the amount of \$11,833 to Mr. McPherren will be made from Sewer Depreciation Fund, (X52200 – 72550). This fund currently has a negative fund balance.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review:

J. Todd Greenburg
Corporation Counsel

Jim Karch
Director of Public Works

Tim Ervin
Finance Director

Recommended by:

David Hales
City Manager

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment to Rowe Construction for Grading at Fire Station #5

RECOMMENDATION: That the payment of \$9,060.87 to Rowe Construction for grading work completed in November 2007 be approved.

BACKGROUND: During surveys of the land acquired for Fire Station (FS) #5, it was noted that part of Verizon's infrastructure was outside of the existing utility easement. Verizon agreed to move their equipment into the existing easement. This action would have required the construction of a retaining wall to separate the easement from the proposed FS #5 driveway. During discussions between the Engineering Department, Fire Department and Legal Department's staffs, Verizon was offered the opportunity to move their equipment to a new easement as shown on the Site Grading Plan. Verizon accepted this option. This easement allowed for the future expansion of the roadway without requesting the dedication of a new easement and avoided another required move of Verizon's equipment at City expense. It is believed that the savings to the City in the future would be in excess of \$250,000 by completing this work at the time and alleviating the construction of the retaining wall. The City was responsible for grading the new easement area to allow Verizon to construct a pad for their equipment, as well as the west side of the property.

The City had a contract with Rowe for the Mitsubishi Motorway/Six Points Road intersection which is located near FS #5. To facilitate the station project completion and avoid any further delays in commencing construction, Rowe agreed to perform this grading work as an addition to the intersection contract. The Fire Department agreed to pay for the portion of the work done on the FS #5 property. This bill represents this cost.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The invoice in the amount of \$9,060.87 will be paid from the 2007 Bond for the construction of Fire Station #5, account 4017-40170-72530.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Michael Kimmerling
Fire Department

David A. Hales
City Manager

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed Change Order Number 1 and Final for Lee Street Sanitary Sewer Extension – Locust to Chestnut

RECOMMENDATION: That the Change Order in the amount of \$15,534.68 be approved and the Resolution adopted.

BACKGROUND: On October 27, 2008, the Council approved a contract with George Gildner, Inc., in the amount of \$96,539, to install a public sewer in the 700 block of North Lee Street. The intent of this project was to install a public sanitary sewer in an area that previously had been served by a private one. During construction four (4) additional sewer services were discovered and connected. In addition extra pavement, curb and gutter, and sidewalk was removed and replaced. All of the work is completed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost for this project was \$112,073.68. The Change Order \$15,534.68 will be paid from Community Development Funds, (X22440 – 72530).

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch
Director of Public Works

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2009 - 44

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$15,534.68 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND GEORGE GILDNER, INC. FOR LEE STREET SANITARY
SEWER EXTENSION – LOCUST TO CHESTNUT**

WHEREAS, the City of Bloomington has previously entered into a contract with George Gildner, Inc. for Lee Street Sanitary Sewer; and

WHEREAS, for the reasons set forth in a staff report dated 2009 it was necessary to construct four (4) additional sewer services with additional pavement, curb and gutter, and sidewalk; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the Council 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 \$15,534.68 in the contract between the City of Bloomington and George Gildner, Inc. for Lee Street Sanitary Sewer Extension be approved.

ADOPTED this 14th day of September, 2009.

APPROVED this 15th day of September, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman McDade that the Change Order 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, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Approval of Real Estate Contract for the Acquisition of 408 East Washington Street

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

BACKGROUND: Wei Ye is the owner of 408 East Washington Street, a vacant lot which was formerly the Coachman Inn. In 2007, the City filed a lawsuit to repair or demolish the Coachman. In the course of the litigation, the City obtained consent from Mr. Ye to demolish the building. In the course of the demolition, asbestos was discovered which increased the cost of demolition. A demolition lien of \$334,764.65 is filed on the premises. In addition, as of September 1, 2009 unpaid taxes of \$20,697.56 are owed on the property. An appraiser hired by the City has indicated that the value of the vacant lot is \$380,904.

Mr. Ye previously offered to convey the premises to the City by quit claim deed in return for a release of liability from the City regarding the premises such as the demolition expenses and the real estate taxes, and the payment by the City of the costs of the real estate transaction (e.g., transfer taxes, title expenses, and reasonable attorney's fees related to the transfer). When the property is sold the proceeds will be returned to the City's General Fund.

The City's Legal Department has prepared a contract for the conveyance of the premises at 408 East Washington in accordance with the Wei Ye's offer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington City Council.

FINANCIAL IMPACT: Unknown at this time. As stated above, the City will be acquiring vacant property which has been appraised at an amount slightly higher than its encumbrances. The City obtains the advantage of control over the property.

Respectfully submitted for Council consideration.

Prepared by:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

**CONTRACT FOR SALE OF REAL ESTATE
MCLEAN COUNTY BAR ASSOCIATION APPROVED FORM
(REVISED CONTRACT FORM EFFECTIVE JANUARY 1, 2008)**

Seller:	WEI YE	Buyer:	CITY OF BLOOMINGTON
Address:		Address:	109 East Olive Street
Attorney:	Kathleen McDonald Kraft	Attorney:	J. Todd Greenburg
Address:	105 North Center Street Bloomington, IL 61701	Address:	109 East Olive Street Bloomington, IL 61701
Telph:	309-829-7069	Telph:	309-434-2213
Fax:	309-827-3458	Fax:	309-434-2316
Listing Broker/Telephone/Fax:		Selling Broker/Telephone/Fax:	
Agent:		Agent:	
Current Mortgage holder/Loan #/Address/Telephone:			

CONTRACT FOR SALE OF REAL ESTATE

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

THIS CONTRACT is entered into between Wei Ye, hereinafter referred to as Seller, and City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

1. DESCRIPTION, PRICE AND PAYMENT: Seller sells the following described real estate, to-wit:

Lot 2, Except the East 8 feet thereof, Lot 3, Lot 4 Except the West 28.74 feet thereof, Lot 9 Except the West 28.74 feet thereof, Lot 10 and West ½ of Lot 11, all in Block 3 in Evans' Addition to the City of Bloomington, in McLean County, Illinois

(PIN: 21-04-407-003)

with improvements, commonly known as 408 East Washington, located thereon, to Buyer. ~~who agrees to pay~~

\$ _____ therefore in the manner following: \$ _____ (down payment inclusive of earnest money) upon the execution of this Contract:

~~A. To be deposited into escrow until closing;~~

~~B. To be delivered to Seller, receipt of which is hereby acknowledged;~~

~~and the remainder by cashier' check, certified funds, or the equivalent on or before the _____ day of _____, 20___, and on receipt of deed.~~

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

~~3. DEED AND POSSESSION: Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Quit Claim Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 30th day of September, 2009. Seller Buyer shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate. up to the time when possession passes to Buyer.~~

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

~~5. TAXES: Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.~~

~~6. ENCUMBRANCES:~~

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

7. PERSONAL PROPERTY: The purchase price expressed above includes the following items which pass for no additional consideration:

8. FINANCING: This Contract is subject to Buyer obtaining (check applicable):

~~Conventional/ _____ VA/ _____ FHA/ _____ (Other) and _____ ARM/ FIXED, financing in an amount equal to _____% of the purchase price amortized over _____ years (check one of the following):~~

~~_____ at an initial interest rate not to exceed _____% and points charged not in excess of _____.~~ (or)

~~_____ at the prevailing loan interest rate and terms.~~

~~Buyer agrees to make a good faith effort to apply for said financing on or before the _____ day of _____, 20____. In the event Buyer is unable to obtain this financing and Buyer so notifies Seller in writing on or before the _____ day of _____, 20____, this Contract shall become null and void, and any down payment paid or escrowed shall be refunded to Buyer. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such commitment or will purchase said property without reliance upon any mortgage financing contingency.~~

9. ~~WOOD DESTROYING INSECT PROVISION: At Buyers' expense, Buyer shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. Buyer shall submit a copy of the inspection report to Seller not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then Seller shall bear the cost of extermination. Any other treatment shall be at Buyer's expense. In the event the inspection reveals active infestation or previous infestation, then Buyer shall have the right to have the premises inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of determining whether or not there is any defect in any structural member. In the event it is determined that a structural defect exists, Buyer shall cause a copy of the written report of the inspection for structural defect to be delivered to Seller not less than seven (7) days prior to closing. Seller shall then have the option of correcting such~~

~~structural defect, or rescinding the Contract and returning the down payment to Buyer. Should Seller elect to rescind, Seller must give notice of such election to Buyer not less than five (5) days prior to closing. Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission. Structural components shall not be considered defective if they are structurally sound.~~

~~10. EQUIPMENT & INSPECTIONS:~~

- ~~A. To the best of Seller's knowledge, all mechanical equipment and appliances, being a part of the transfer of the real estate and its improvements, will be in working condition on the day of closing (or possession by Buyer, whichever occurs first), unless otherwise stated in writing and agreed to by Buyer. Seller makes no warranty, expressed or implied, with respect to such equipment. WORKING CONDITION MEANS THAT THE MECHANICAL EQUIPMENT AND APPLIANCES ARE IN OPERABLE CONDITION AND DO NOT POSE A KNOWN THREAT TO THE USER'S SAFETY OR HEALTH WHEN USED AS INTENDED AND IN A REASONABLE MANNER.~~
- ~~B. At Buyer's expense, Buyer shall have the right to obtain an inspection(s) of the premises by an independent inspection service provider(s) trained or certified/licensed, if such certification or licensing is available, to determine the condition of the premises. If inspection discloses any MOLD, TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF, STRUCTURAL COMPONENTS, WELL or SEPTIC SYSTEMS, or any unacceptable RADON levels, and Buyer wishes to request repairs or remediation, Buyer shall submit a copy of the inspection report(s) and Buyer's specific written request for remediation or repairs, if any, to Seller on or before _____.~~
- ~~C. If defects are reported, then Seller shall have one of the following options, and shall give written notice to Buyer or to Buyer's attorney within seven (7) days of receiving Buyer's report:~~
- ~~(1) Treat the condition and repair the defect at Seller's own cost and expense;~~
 - ~~(2) Give Buyer a credit for the cost of repair at settlement; or~~
 - ~~(3) Rescind the Contract and refund Buyer's earnest money.~~
- ~~D. If defects are timely reported, the following are conditions precedent to Seller's obligation to respond:~~
- ~~(1) In the aggregate the cost of repair or replacement must equal \$500.00 or more.~~

- ~~(2) — The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.~~
- ~~(3) — The defects must not have been disclosed to Buyer in writing prior to the date the offer was made to purchase.~~
- ~~(4) — The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.~~
- ~~(5) — The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leak.~~
- ~~(6) — The structural components shall not be considered defective if they are structurally sound.~~
- ~~(7) — The radon level is measured at four (4) picocuries per liter of air or higher.~~

~~E. — At Buyer's expense, Buyer shall have the right to obtain a post-mitigation radon inspection by a licensed radon inspector.~~

~~F. — Should Seller elect to rescind the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition, with whatever defects exist. Buyer must give Seller or Seller's attorney written notice of this intention within 4 days of receiving Seller's notice of rescission.~~

~~G. — Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear excepted).~~

~~H. — Home Protection Plan: Seller shall provide Buyer a credit at closing for the cost of a one-year home protection plan, to be issued by _____ with the following optional coverage: The home protection plan cost shall not exceed \$_____.~~

~~11. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:~~

~~A. — Check one of the following sub-sections, 1, 2, or 3:~~

~~(1) — The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.~~

~~(2) — The improvements on the real estate subject to this Contract were built before 1978, but Buyer has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made a part hereof by this reference.)~~

~~(3) This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead based paint and/or lead based paint hazards at Buyer's expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless Buyer delivers to Seller a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If Seller will correct the condition(s), Seller shall furnish Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If Seller does not elect to make the repairs or remediation, or if Seller makes a counter offer, Buyer shall have two (2) days to respond to the counter offer or remove this contingency and take the property with whatever lead based paint and/or lead based paint hazards exist; otherwise, this Contract shall become null and void, and Seller shall return the down payment to Buyer. Buyer may remove this contingency at any time without cause. (See the Disclosure Statement Attached hereto and made a part hereof by this reference.)~~

~~B. Unless Paragraph A (1) above is checked, indicating subject premises were built after 1977, Buyer acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards" and information, if any, possessed by Seller concerning the presence of lead paint on the property as required by the Federal Residential Lead Based Paint Hazard Reduction Act.~~

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

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

~~B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;~~

~~C. Additional Warranties: none.~~

~~13. ADDITIONAL PROVISIONS:~~

~~A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;~~

- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, et seq.), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, et seq.).
- E. Time is of the essence of this Contract.
- F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
- G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
- H. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).
- I. Other: Buyer releases Seller from all liability in regard to the property which is the subject of this Contract, specifically including demolition expenses and real estate taxes. Buyer will pay the costs, including reasonable attorney's fees or seller, regarding the real estate transfer.

14. ~~ESCROWEE: The parties agree that _____ is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:~~

- ~~A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction;~~
- ~~B. Additional conditions:~~

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

to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

16. **PREPARATION AND APPROVAL:** This Contract was prepared by J. Todd Greenburg, Buyer's attorney, and approved by Seller and/or Seller's attorney.

17. **SETTLEMENT:** Closing shall be held in McLean County at the office of Buyer's closing agent, unless the parties agree otherwise.

18. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et seq.) and the Illinois Radon Awareness Act (420 ILCS 46/1, et seq.). Buyer acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon Hazards and the IEMA pamphlet entitled "Radon Testing Guidelines for Real Estate Transactions" prior to the time this Contract was signed and said disclosures are incorporated herein by reference.

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

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

21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

22. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar Association effective January 1, 2008, with the exception of language contained in the following paragraphs:

23. **MORTGAGE INFORMATION AUTHORIZATION:** Seller authorizes the Law Office of _____, and the employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.

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

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

DATE SIGNED BY SELLER: _____, 20_____.

Attest:

Seller Seller

DATE SIGNED BY BUYER: September 15, 2009.

City of Bloomington,
a Municipal Corporation

Attest:

Stephen F. Stockton
Buyer

Tracey Covert
Buyer

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

~~The above named designated Escrowee hereby accepts the escrow on the terms and conditions heretofore set forth.~~

X _____
Agent for Escrowee

Agent for Escrowee

Alderman Stearns noted the City as the new owner of the Coachman and questioned the future outlook of the property. She expressed concern for the property. The best possible outcome was to remove it from the City's books. Barb Adkins, Deputy City Manager, addressed the Council. She responded that staff would provide a report in the future. She noted the potential on the open market and how it would fit in with the neighborhood.

Alderman Schmidt stated that recommendations might result from the Downtown study. Mayor Stockton suggested a possible property exchange.

Alderman Purcell requested that when the building was acquired by the City it should be put on the market for sale.

Alderman Huette noted that there had been no plan for the property. He believed the City should not be in the real estate business. He indicated his intention to vote no on this issue. He was hesitant to have money tied up in real estate when other priorities existed.

Alderman Stearns added her understanding for Alderman Huette's feelings. She believed there were no good outcomes for the property. She wanted to see a buyer found as soon as possible.

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

Nays: Alderman Huette.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Illinois Wesleyan University to Request a Street Name Change for a Portion of East Kelsey Street to Titan Drive, (Case Z – 06 – 09)

RECOMMENDATION: That the Street Name Change Petition be approved and the Resolution adopted.

BACKGROUND: In early August, Illinois Wesleyan University (IWU) petitioned the City to change the name of a portion of East Kelsey Street to Titan Drive. The portion of street under consideration extended from North Fell Avenue, westward to the parking and access areas of the Shirk Center and the football stadium. The Planning Commission held a public hearing concerning this request on August 26, 2009. The following are the results of that meeting:

Chairperson Cain requested the staff report. Mark Huber, Director – PACE, reviewed the report, explained the area affected, its relatively small size, and the lack of impact to the surrounding area. Staff recommended approval.

Ms. Morton questioned if the remaining portion of Kelsey Street would remain the same. Mr. Huber responded affirmatively.

Mr. Baughan questioned if the Fire Department has a problem with the name change. Mr. Huber responded negatively.

Chairperson Cain opened the public hearing and requested testimony in support of the petition. Mr. Carl Teichman, IWU’s Director of Government and Community Relations, was present to speak on behalf of the University.

Mr. Teichman stated that this portion of Kelsey Street is currently being used by people to access the parking lots at the Shirk Center or the IWU football field. The remainder of Kelsey Street from the parking lot west was previously vacated as part of IWU’s improvement plan. That vacation continued west to East Street. Mr. Teichman relayed that he had received only one (1) call looking for verification of the area to be renamed. Once clarified, there were no objections.

Chairperson Cain asked for any other testimony. Since there was no further testimony, he closed the public hearing. Chairperson Cain turned to matter over to the northwest subcommittee. Commissioner Shaw explained he would abstain from the vote due to his affiliation to IWU. Commissioner Stuckey moved, seconded Commissioner Dulac to recommend approval of Case Z – 06 - 09 as presented. Motion passed by a vote of 8 to 0 with 1 abstention.

No existing building address will be changed as a result of this street name change.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published on August 10, 2009 and twenty-five (25) notices were mailed on August 21, 2009.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director, PACE

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

PETITION TO CHANGE NAME OF STREET

State of Illinois)
) ss.
County of McLean)

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

Now comes Illinois Wesleyan University hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That pursuant to Chapter 24, Section 11-80-19 of the Illinois Revised Statutes, the Corporate authorities of each municipality may name originally and then may change the name of any street within its corporate limits;
2. That your Petitioner is the owner of the freehold or lesser estate of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
3. That your Petitioner hereby requests that the street name of Kelsey be changed to Titan Drive between Franklin Ave. and Fell St.;
4. That your Petitioner requests said street name change for the reasons enumerated in Exhibit A which is attached hereto and made a part hereof by this reference.

WHEREFORE, your Petitioner respectfully pray that said street name change be approved.

Respectfully submitted,

Carl Teichman,
Director of Government and
Community Relations
Illinois Wesleyan University

RESOLUTION NO. 2009 - 45

**RESOLUTION CHANGING THE NAME OF A PORTION OF
KELSEY STREET TO TITAN DRIVE**

BE IT RESOLVED by the City Council of the City of Bloomington, McLean County Illinois:

1. That the name of that portion of Kelsey Street located between Franklin Avenue and Fell Street, in the City of Bloomington, McLean County, Illinois, shall be and the same is hereby changed to Titan Drive;
2. That the Engineering Department of said City of Bloomington shall assign numbers to houses along the newly named portion of Titan Drive in a manner consistent with the Ordinances and practices of said City of Bloomington;
3. That this Resolution shall be effective September 14, 2009.

PASSED this 14th day of September, 2009.

APPROVED this 15th day of September, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Illinois Wesleyan University
Petition
For Change of Street Name

Description of Property

The University requests the name change on Kelsey St. from Franklin Ave. on the west to Fell Ave. on the east. The University owns all property that fronts Kelsey between these streets.

EXHIBIT B

Illinois Wesleyan University
Petition
For Change of Street Name

Reasons for Change

This street is adjacent to our football stadium/athletic center and is a gathering place for many activities prior to athletic events. It is an especially important part of our Homecoming activities and we wish to convey a sense of school spirit and pride naming this area "Titan Drive".

Alderman Fruin questioned if the history of the name Kelsey had been researched. In the future when the Council was petitioned to change a street name they should consider the street's original name. He requested that the Council be respectful of history/heritage that coincides with the original name. He also requested clarification on which section of Kelsey would be renamed.

Alderman Schmidt stated her intention to abstain due to employment at Illinois Wesleyan University.

Motion by Alderman Schmidt, seconded by Alderman McDade that the Petition be approved and the Resolution adopted.

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

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

Nays: None.

Abstains: Alderman Schmidt.

Motion carried.

The following was presented:

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

RECOMMENDATION: That the formal bidding process be waived, three (3) replacement police vehicles be purchased from Bill Jacobs Chevrolet, Joliet, Illinois, through the State of Illinois Joint Purchasing Contract, in the amount of \$59,221.23 and additional equipment to be installed by City staff at a cost of \$9,323.55, for a total of \$68,544.78, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

BACKGROUND: A total of twelve (12) units have mileage exceeding 100,000 which need to be replaced at this time. The scheduled vehicle replacements were discontinued in the middle of Fiscal Year 2008-09. At that time, there were eight (8) vehicles that were scheduled to be replaced. In addition, four (4) vehicles are scheduled for replacement during the current fiscal year.

Normal replacement of marked patrol cars is at 100,000 miles. One (1) of the current marked patrol cars has a blown engine and will be disposed of. The repairs needed on this vehicle exceed its value. Staff respectfully requests to replace two (2) other units with the highest mileage: 135,942 and 131,525 respectfully.

The three (3) units will cost \$19,740.41 each for a total of \$59,221.23. The equipment which will be installed in these three (3) units will cost \$9,323.55, for a total of \$68,544.78. City staff is currently soliciting equipment quotations to obtain the best pricing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost to purchase the three (3) marked patrol cars plus equipment is \$68,544.78. \$59,221.23, the cost of the cars, and \$5,085, towards equipment, will be paid from the Police Department FY 09-10 Budget, #15110-72130. The remaining balance of

\$4,328.55, for the equipment, will be paid from the Public Works Fleet Division FY 09-10 Budget, #16310-71710.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Jim Karch
Director of Public Works

David A. Hales
City Manager

RESOLUTION NO. 2009 - 46

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF THREE (3) MARKED PATROL CARS FROM
BILL JACOBS CHEVROLET THROUGH THE STATE OF ILLINOIS JOINT
PURCHASE CONTRACT AT A COST OF \$59,221.23 AND NECESSARY EQUIPMENT
AT A COST OF \$9,323.55 FOR A TOTAL PRICE OF \$68,544.78**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase three (3) replacement Police Patrol Cars from Bill Jacobs Chevrolet at a cost of \$59,221.23 through the State of Illinois Joint Purchasing Contract and necessary equipment at a cost of \$9,323.55 for a total price of \$68,544.78.

ADOPTED this 14th day of September, 2009.

APPROVED this 15th day of September, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman McDade that the formal bidding process be waived, three (3) replacement police vehicles be purchased from Bill Jacobs Chevrolet, Joliet, Illinois, through the State of Illinois Joint Purchasing Contract, in the amount of \$59,221.23 and additional equipment to be installed by City staff at a cost of

\$9,323.55, for a total of \$68,544.78, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement Between James Shirk and the City of Bloomington for Conveyance of Right of Way and Easements - Hamilton Road Project

RECOMMENDATION: That the Agreement with James Shirk for right of way and easements in the amount of \$480,157 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Acquisition of property for the extension of Hamilton Road from Timberlake to Main has been a staff priority in the recent past. The acquisition of property owned by James Shirk, (commonly known as the Sale Barn), is one (1) of the last major parcels needed to complete these acquisitions so that the project can be bid by the Illinois Department of Transportation, (IDOT), in November 2009.

The City Council, after input from staff, selected the Hamilton Road Extension Project, (Timberlake to Main), as a priority for this fiscal year. In addition, IDOT representatives have informed City staff that this project is also a state priority for this budget year. As the City Council is aware, acquisition of the necessary rights of way and easements for this project will permit the City to receive federal and state funds in the amount of \$2,767,000. The estimated net cost for the total project for the City is \$1,881,000. The net cash outlay by the City for the Shirk acquisitions will be \$480,157. However, this involves purchase by the City of rights of way and easement costs of \$878,311, with a credit to the City of \$398,154 in the form of water main, sanitary sewer, and storm water tap on fees, as well as substandard road improvement fees. These fees will be waived by the City at such time as Mr. Shirk improves the adjacent property. The required payments to Mr. Shirk under this Agreement will be paid in three (3) installments: 1.) September 2009, 2.) December 2009, and 3.) March 2010.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council, IDOT representatives, James Shirk and his attorney.

FINANCIAL IMPACT: A net payment of \$480,157 will be made by the City to Mr. Shirk. However, the payment for these parcels, along with the other parcels necessary for the Hamilton

Road, (Timberlake to Main), project will entitle the City to a project subsidy in the amount of \$2,767,000 utilizing federal and state funds. The total estimated cost of the project is \$4,648,000, of which \$1,881,000 will be paid with City funds.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended By:

Todd Greenburg
Corporation Counsel

Jim Karch
Director of Public Works

Barbara Adkins
Deputy City Manager

**AGREEMENT BETWEEN JAMES SHIRK
AND THE CITY OF BLOOMINGTON
FOR CONVEYANCE OF RIGHT OF WAY AND EASEMENT**

James Shirk (Shirk) and the City of Bloomington (City) make the following mutual promises:

1. The City will pay to Shirk the amount of \$515,692.00 (five hundred fifteen thousand, six hundred ninety-two dollars) for Parcels 132A, 132B, 132PE-3, 132PE-4, 132TE-2, 132TE-3, 132TE-4, and 132TE-5. Legal descriptions of said Parcels are attached hereto as Exhibit A and incorporated by reference.
2. The City will pay to Shirk the amount of \$138,749.00 (one hundred thirty eight thousand, seven hundred forty nine dollars) for Parcels 032,132C, 132PE-1, 132PE-2, and 132TE-1. Legal descriptions of said Parcels are attached hereto as Exhibit A and incorporated by reference.
3. The City will pay to Shirk the amount of \$208,870.00 (two hundred eight thousand, eight hundred seventy dollars) for the removal of a section of Sale Barn.
4. The City will pay to Shirk the amount of \$15,000.00 (fifteen thousand dollars) for Parcels 142, 142PE, and 142TE. The total value of the property listed to be acquired by the City in paragraphs 1 through 4 is \$878,311.00 (eight hundred seventy eight thousand, three hundred eleven dollars). Legal descriptions of said Parcels are attached hereto as Exhibit A and incorporated by reference.
5. The City agrees to waive water main tap-on fees for 2,300 linear feet of a water main fronting on Hamilton Road (\$28.00 per linear foot), for a total of \$64,400.00 (sixty four thousand, four hundred dollars), said waiver to be credited toward the acquisition costs set forth in paragraphs 1 through 4 of this Agreement.
6. The City agrees to waive substandard road improvement fees for 2,300 linear feet of Hamilton Road (\$140.00 per linear foot), for a total of \$322,000.00 (three hundred twenty-two thousand dollars), said waiver to be credited toward the acquisition costs set forth in paragraphs 1 through 4 of this Agreement.

7. The City agrees to waive sanitary sewer tap-on fees for the Loeseke Survey Subdivision, Lots 3 and 4 of the School Commissioners Subdivision of the Southwest Quarter of Section 16, Township 23 North, Range 2 East, Lots 13 and 14 of the School Commissioners Subdivision of the Southwest Quarter of Section 16, Township 23 North, Range 2 East, all located in McLean County, IL. The City agrees to waive sanitary sewer tap-on fees for property adjacent to the Sale Barn property. Said property adjacent to the Sale Barn property is depicted on “Exhibit B”, which is attached hereto and incorporated by reference. The west natural drainage area of the above described parcels shall be sewered to the west through a connection at Hidden Lake Court and Twin Lakes Road.

The east natural drainage area of the above described parcels shall be sewered to the east after the property owner demonstrates, through an engineering study, sufficient sewer capacity or constructs additional sewer capacity. City acknowledges that significant sewer infra-structure has been installed to serve the east drainage areas based on 2006 City and EPA approvals for connecting to the existing Chalet sewer. City and Shirk will co-operate in determining a way to use what has been built and to find additional sewer capacity without penalizing Shirk’s good faith effort to extend that sewer as previously directed.

8. The City agrees to waive a tap-on fee for a storm sewer in a lump-sum amount of \$11,754.00 (eleven thousand seven hundred fifty-four dollars) for the oversizing of a truck storm sewer to be constructed as part of the Hamilton-Main roadway project and located within permanent easement 132PE-3, said waiver to be credited toward the acquisition costs set forth in paragraphs 1 through 4 of this Agreement.

9. The total amount of tap-on fees waived by the City, which will be credited toward the purchase price set forth in paragraphs 1 through 4 of this agreement, is \$398,154.00 (three hundred ninety-eight thousand, one hundred fifty-four dollars). The net purchase price to be paid by the City to Shirk is \$480,157.00 (four hundred eighty thousand, one hundred fifty-four dollars).

10. The net purchase price set forth in paragraph 9 will be paid by the City to Shirk in three payments: \$160,052.34 (one hundred sixty thousand, fifty two dollars and thirty-four cents) due on September 30, 2009; \$160,052.33 (one hundred sixty thousand, fifty two dollars and thirty-four cents) due on December 30, 2009; and \$160,052.33 (one hundred sixty thousand, fifty two dollars and thirty-three cents) due on March 30, 2010.

11. No water main, sanitary sewer, or storm sewer tap on fee or substandard road improvement fee shall be charged or assessed during the subdivision and/or development of the “Shirk Property” as described on exhibit A because all such fees have been paid through a credit against the amount the City would otherwise have paid for Hamilton Road right of way. City shall assess no charge for up to four 8-inch Tees from Shirk Property to the Hamilton Road Water Main.

12. The parties acknowledge that the conveyances made by Shirk to the City are made under the threat of condemnation by the City using its power of eminent domain.

13. The parties acknowledge the continued existence and validity of the Soccer Field Lease Agreement between the parties dated October 11, 1993.

14. The City agrees that Shirk shall be permitted three entrances from Hamilton Road: two into the current Sale Barn property and one boulevard entrance into the residential subdivision.

This contract shall be effective on the date of the last party to sign.

September 15, 2009

City of Bloomington

By: Stephen F. Stockton
Mayor

September 15, 2009

By: James Shirk

(EXHIBIT A ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman McDade that the Agreement with James Shirk for right of way and easements in the amount of \$480,157 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, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive the Formal Bidding Process and Enter into a Professional Services Agreement with Clark Dietz, Incorporated for Inspection Services for the Parkview Area Water Main Replacement Project, Phase II

RECOMMENDATION: That the formal bidding process be waived, the agreement with Clark Dietz, Inc., (CDI), for inspection services for the Parkview Area Water Main Replacement Project, Phase II be approved in an amount not to exceed \$20,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

BACKGROUND: Staff has requested the design and construction of new water mains in the Parkview area where the mains are old, undersized, and the site of frequent breaks. The Parkview Area Water Main Replacement Project, Phase II, is described as being generally bounded by Wood Street on the north, Livingston Street on the east, Pancake Street on the west and Miller Street on the south. This overall Parkview project is planned to be constructed in four (4) separate phases. Phase I was completed in 2008 and Phase II is an extension of the long-term plan for this neighborhood.

The Water Department hired CDI to design the Parkview Area Water Main Replacement Project, Phases I through IV. Phase I was constructed in 2008. CDI provided the on site inspection during construction. Phase II is currently out for bid. Staff would like to employ CDI for bidding and construction inspection services for Phase II, in effort to retain continuity with this project overall.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This project will require the payment up to \$20,000 from the Water Department depreciation fund, X50200-72540. This fund has a positive balance. This water main replacement project was included in the Water Department's FY 2009/10 capital budget.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Craig M. Cummings
Water Department Director

David A. Hales
City Manager

RESOLUTION NO. 2009 - 43

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND APPROVING AN AGREEMENT FOR INSPECTION SERVICES FOR THE PARKVIEW AREA WATER MAIN REPLACEMENT PROJECT, PHASE II WITH CLARK DIETZ, INC. AT PRICE NOT TO EXCEED \$20,000

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Mayor and City Clerk be authorized to execute the necessary documents for inspection services for the Parkview Area Water Main Replacement Project, Phase II in an amount not to exceed \$20,000.

ADOPTED this 14th day of September, 2009.

APPROVED this 15th day of September, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)
City of Bloomington
Parkview Phase 2 Water Main Project - Construction Phase Services

This Agreement is by and between

City of Bloomington (“Client”)
603 W. Division Street
Bloomington, IL 61701

and

Clark Dietz, Inc. (“Clark Dietz”)
1817 South Neil Street, Suite 100
Champaign, Illinois 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Approved for Client

By: Stephen F. Stockton
Title: Mayor

Date: October 14, 2009

Approved for Clark Dietz

By: Terrence K. Boyer
Title: Vice President

Date: May 22, 2009

PART I SERVICES

A. Project Description

Clark Dietz shall provide construction phase services for the Parkview Phase 2 Water Main Project.

B. Scope

Clark Dietz agrees to perform professional services in connection with the Project as stated herein:

1. Review project drawings and specifications to familiarize resident observer and project manager with water main project.
2. Review shop drawings.
3. Attend a preconstruction meeting and conduct a site visit and make a video tape recording of the entire project area prior to construction.
4. Attend up to three progress pay meetings and process the associated pay applications.
5. Answer contractor questions, provide clarifications and issue change orders, as necessary.
6. Prepare record drawings based on the record drawings maintained by the contractor during construction. The record drawings will be a red pencil markup of the project drawings.
7. Provide up to 104 hours of construction observation.

C. Schedule

Clark Dietz will begin the work immediately upon written authorization.

D. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

1. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
2. This agreement does not include the preparation of assessment roles or schedules.
3. This agreement does not include geotechnical investigations.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

PART II

CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Brett Lueschen, City of Bloomington Assistant Superintendent of Water Distribution.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

Provide Clark Dietz with any available construction plans for utilities, streets, subdivisions and drainage facilities that may be pertinent to the project.

**PART III
COMPENSATION**

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$20,000.

1. Payment for outside consulting and/or professional services performed by a sub consultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
2. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs.

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.
- c. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted

to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

(PART IV STANDARD TERMS AND CONDITIONS AND SCHEDULE OF GENERAL BILLING RATES ON FILE IN CLERK'S OFFICE)

Alderman Stearns expressed concern regarding the request to waive the formal bidding process for a \$20,000 project. She questioned the direction of moving in-house to complete inspections. She believed that in-house inspections would save the City money. Barbara Adkins, Deputy City Manager, acknowledged the Council's preference for the bid process. This was Phase II of the project. Clark Dietz, Inc. (CDI) was chosen to complete the second phase to retain consistency and stay with the same firm. Craig Cummings, Water Director, addressed the Council. He clarified that professional service contracts required a request for proposal (RFP) and were qualification based and not generally bid. CDI was chosen for Phase II based on performance of Phase I. Water Department staff had been reduced by sixteen percent (16%). The department did not have the staff to complete inspections. He added that even when there had been a full staffing the department had not completed inspections. He cited an example of man hours spent looking for a valve on Six Points Road. He noted the need for good recording keeping and an adequate staff to perform inspection work.

Mayor Stockton requested that the Water Department provide a cost analysis of using in-house versus contracting out. Mr. Cummings believed the work could be completed for less in-house. At this time, the department was having difficulty meeting day to day responsibilities. They had been working in a triage situation. The long term goal was to complete work with in-house staff.

Alderman Stearns questioned the possibility of issuing an RFP. Mr. Cummings affirmed the possibility. Individual firms were required to submit qualifications on an annual basis. CDI had done all the project work to date.

Alderman Anderson stated the importance of providing opportunities to other firms. He encouraged staff to use the bid process. He cautioned becoming comfortable with one firm. Mr. Cummings agreed and stated inspections were separate from designs. He indicated that even if a firm created the design they were not necessarily on the inside track for inspections. Mayor Stockton added that competition was healthy.

Alderman Purcell believed the cost would be justified if one or two (1 or 2) people were hired in-house rather than contracting out. Mr. Cummings stated the Water

Department needed to focus on critical issues and has had to make tough decisions in the recent past.

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

Motion carried.

Ron Shultz, 1208 E. Oakland Ave., addressed the Council. He believed that David Hales, City Manager, had promised to address the Council on this matter and had not done so. He believed the Water Department had spent large amounts of money for engineering services without formal bids. \$20,000 was a large sum. Public Works completed sewer inspections in-house. He encouraged same. He questioned the caliber of the firm selected. In the past, City engineers and the Water Department worked together. There was not a civil engineer employed by the Water Department at that time. The engineering firm providing the inspections would assume all liability. He believed that the City had actually assumed that responsibility. He cited his past experience as a Water Department employee. Ms. Adkins clarified that research was being done and would be brought to the Council in the future.

Richard Fasig, 610 E. Douglas, addressed the Council. There were four (4) phases to this project. He questioned if the last two (2) phases would come before the Council in the same manner. He also questioned why the project had been presented in phases. Mr. Cummings stated the overall project cost was over \$1 million. The work could not be completed in one (1) year without draining capital from other areas. The project was divided into four (4) phases to allow capital for other projects. The future phases were dependent upon staff availability. The City had employed a civil engineer until December 2008. A civil engineer was irrelevant to inspections. Staff could be trained on inspections, if available.

Alderman Sage stated that twelve to fifteen (12-15) blocks would have been impacted if the project had been completed as one (1) large project. The neighborhood and the streets would be impacted. Mr. Cummings agreed. The City had tried to minimize that impact by phasing the project.

Alderman Anderson stated that it was not just the \$20,000 contract the Council was dealing with. He expressed his concern for a total cost of over \$80,000 for a single project. Mr. Cummings stated that all requests require the Council's approval.

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

Motion carried.

Motion by Alderman Purcell, seconded by Alderman Schmidt that the agreement be approved in an amount not to exceed \$20,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: Alderman Stearns.

Motion carried.

The following was presented:

SUBJECT: Request for Administrative Determination on a Request for Zoning Variation for the Property Located at 508 W. Walnut Street

RECOMMENDATION: That the appeal be denied, up holding City staff's recommendation and the Zoning Board of Appeals (ZBA) denial of this request.

BACKGROUND: On May 12, 2009, Building Safety's staff witnessed installation of a concrete drive and approach on the property of 508 W. Walnut Street. The work was completed before verification that no building or curb cut/approach permits from Building Safety or Engineering had been issued.

On May 14, 2009, two (2) days after the work was done, the petitioner applied for a building permit. Their application was denied because the plan indicated a violation of the zoning ordinance, (parking in a required front yard). This information was related to the petitioner as well as their options for compliance.

On July 13, 2009, ticket number 52471 was issued to the petitioner for working without a permit and being in violation of the zoning ordinance. The petitioner subsequently applied to the ZBA for a variance to allow off-street parking in a required front yard.

The ZBA heard the appeal request of the petitioner on August 19, 2009. In brief, the petitioner argued that meeting code would require use of more yard space and removal of a tree. Staff demonstrated how the zoning ordinance could be met and that the petitioner had failed to meet the zoning standards, (Findings of Fact), for granting a variation. Additionally, the ZBA was reminded that completed work should not be used as a reason for granting a variation. A variation request should be based on the merits of the case.

After taking testimony and reviewing the documentation presented the board voted 2-2, thereby, denying the variance requested, (4 affirmative votes are needed for approval). Since the vote count was fewer than five (5) negative votes, the petitioner has exercised his right to have this matter reviewed by the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Legal notice published on August 4, 2009 and 133 notices were mailed.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director, PACE

Barbara Adkins
Deputy City Manager

David A. Hales
City Manager

Barbara Adkins, Deputy City Manager, introduced the item. She reviewed the history and reiterated staff had denied the request. The petitioner had invoked their right to appeal to the Council.

Alderman Fruin questioned the consequences for the petitioner if the Council supported staff's decision. Ms. Adkins stated a number of options were possible. The petitioner could be asked to remove the driveway within a specific time. The driveway could also remain until the property was sold.

Alderman Stearns questioned the real possibilities for the petitioner. Ms. Adkins again stated there were a number of options. The petitioner could work with the City's Corporation Counsel. She stated there were two (2) issues. If the petitioner had worked with staff from the beginning the issue would not have been brought in front of the Council. She stated that it was now a Council's decision.

Alderman Stearns acknowledged the possibility the driveway would need to be removed. She believed removal was a severe consequence.

Alderman Anderson expressed his concern with the number of requests from the Zoning Board of Appeals (ZBA). He had the opportunity to walk the property and believed the driveway enhanced the property. He had not necessarily been in favor of removing the driveway. He did not want to send a message to citizens that it was alright for them to go around the process in place.

Alderman Schmidt questioned if Alderman Anderson wanted to change the procedure. Alderman Anderson believed the process in place was good and believed the citizen should have obtained a permit.

Alderman Schmidt expressed her concern with the number of appeals coming to Council. She stated the need for full attendance at ZBA meetings. The number of appeals the Council saw would likely decrease if the ZBA had full attendance. Mayor Stockton requested attendance records. Ms. Adkins responded that the staff was trying to compile the information and would present that information as soon as it was available. She stated the summer months were an attendance challenge. The result was a number of appeals. The Zoning Board consisted of seven (7) members. Usually there were five or six (5 or 6) members in attendance.

Alderman Schmidt questioned other options if the driveway remained. Mark Huber, Director - PACE, addressed the Council. He wanted to see the Council uphold the ZBA's and staff's recommendation. The petitioner would be asked to make the driveway code compliant and essentially remove it. He agreed with Alderman Anderson that the property had been improved. If staff had been given the opportunity, the driveway could have been completed in compliance with code. A variance should be based on Finds of Fact.

Alderman Fruin stated there were no issues with the process. He believed it would be a waste for the petitioner to remove the driveway. He suggested that the Council send a message that not completing the process would result in a fine. It was difficult to address the issue after the fact. Mr. Huber stated that the petitioner had been ticketed and paid a \$50 fine.

Alderman Huette expressed concern that some people may be willing to pay a fine in order to skip the process. This could lead to a break down of the zoning code.

Alderman Stearns wanted to hear from the Alderman whose ward the property was located and from the petitioner. The issue laid in what the citizens wanted to see. The Council should support property values. She had read a zoning book and understood that the purpose and mission of the ZBA was to support property values and neighborhoods. She wanted to see how the City would protect and preserve older neighborhoods.

Alderman Schmidt cited the money spent by the petitioner and the support of his neighbors. The petitioner had worked with the City to improve the property in every other way. She was sensitive to staff. Removing the driveway would serve no purpose and she would not support removal.

Mayor Stockton wanted to see neighborhoods improved. The Council also needed to support the ZBA, staff and the process. There may have been aggravating circumstances. He questioned the Council's authority to issue a fine. Todd Greenburg, Corporate Council, stated that the petitioner could be fined. A court order could be issued to remove the driveway. Generally the fine was \$50 to \$500 per day of each day the violation continued, without limit. Mayor Stockton noted there had been no safety issues involved. He believed the Council would like to see the driveway remain but would like a meaningful penalty issued to send a message concerning the importance of the process. Ms. Adkins questioned if the fine would be issued from the day of the violation, May 14, 2009 to the current date. Mr. Greenburg noted that the Council was part of the legislative branch and issuing a fine was a duty of the executive branch. The Council could only decide on the variance and determine if the driveway should be removed.

Alderman Schmidt suggested creating something to assist staff in preventing this same issue from occurring again.

Alderman Purcell cited the ZBA vote had been two to two (2/2). He believed a driveway had been there in the past by the previous owner. Adding a driveway to a corner

lot can be difficult. The driveway would remove one (1) car from the street. He did not agree with breaking the rules. He would not support staff's recommendation. Mayor Stockton reiterated that the Council appeared to support the petitioner.

Alderman Anderson stated his intention to be callous in the future to any person not seeking a permit. He would support the ZBA in these situations.

Alderman Schmidt suggested that the issue be fixed within the ZBA so the Council would not have to review so many appeals.

Alderman Stearns requested that the Council hear from the petitioner to help them better understand the situation. This may assist in preventing future occurrences. All would understand the permit process.

Alderman Anderson requested the petitioner work with the ZBA and staff. Mayor Stockton stated there was no reason to suspend the rules since the Council was in favor of the petitioner.

Alderman Stearns believed something occurred in the process that may have created the issue. Mayor Stockton expressed his preference.

Alderman Fruin commented that a petitioner was at a disadvantage when less than seven (7) ZBA members were present.

Alderman Sage added there had been an increase in the length of time the Council had spent on ZBA appeals. He stated the importance of having a minimal number of members present and his interest in a better understanding of attendance issues. Mayor Stockton expressed concern with habitual absences of ZBA members. Ms. Adkins reminded the Council of the need for a two-thirds vote for this issue to pass. Mayor Stockton stated staff needed to consider the merit of the project and its impact on the neighborhood. He expressed the reason and the importance of the process and permits.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the variance be approved.

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:

SUBJECT: Text Amendment to Chapter 21 Refuse Code, Sections 200.4 and 300.7 by Establishing a Fee for the Pickup of Sod, Concrete or Shingles and Placing a Volume Limit on Regular Bulk Waste Items

RECOMMENDATION: That the text amendment be approved and the Ordinance passed.

BACKGROUND: During the last fiscal year, Council directed the Public Works Department to recommend modifications to the bulk waste collection program to provide solutions to the following challenges:

1. All residents pay the same fee for very different service levels.
2. The City sometimes picks up items that are normally contractor waste, for example concrete, sod, and/or shingles.
3. Unattractive parkways because of the amount of material and the length of time that material is at the curb.
4. The cost of the bulk waste program is high compared to the rest of the services provided by the Public Works Department's Waste Management Division.
5. The bulk waste program is heavily subsidized by the City's General Fund.

The bulk waste program modifications would be implemented to address the inequity and unfairness of the current system. Citizens subsidize the cost of this service for a limited number of heavy users. The cost of the program is disproportionately being directed to a few properties. The program modifications would be one (1) step towards the refuse program becoming an Enterprise Fund. An Enterprise Fund would mean that the citizens who use this service would pay the complete cost for same. Research into other communities showed that there has been movement away from the City's current bulk waste service level.

In order to involve citizens in this dialogue, a Bulk Waste Ad Hoc Committee was formed. One (1) citizen representing each ward was appointed by their respective aldermen. The following is a membership of the Bulk Waste Ad Hoc Committee:

- Ward 1 - Judy Henry
- Ward 2 - Susan Schafer
- Ward 3 - Rob Jorgensen
- Ward 4 - Stan Winterroth
- Ward 5 - Mike Johnson
- Ward 6 - Dennis Arnold
- Ward 7 - George Braden
- Ward 8 - Patti Penn
- Ward 9 - Carol Lauder

The purpose of the Committee was to provide non-binding recommendations to the City for modifications to the bulk waste collection program.

The Committee voted and agreed to the following:

1. Regular bulk waste debris should be collected once a week up to two (2) loader buckets at no extra charge.
2. The charge should range from \$15 - \$30 for every loader bucket over the amount listed in item 1.
3. The Public Works Department will not collect any sod, concrete, and/or shingles unless residents request special pickup. A full cost recovery system will be used to invoice residents for their requests. Residents may also use private refuse collection services and would not be required to use the City's service.

The following is a summary of the changes to Section 300.7 of Chapter 21 of the City Code:

- The City will not collect any sod, concrete, bricks or shingles unless the resident who participates in the bulk waste collection program requests a special pickup. After a request is made, the City would pick up the item(s) and invoice the resident for the actual cost of pickup and disposal for anything beyond thirty-five pounds (35 lbs.). The determination by the City of the weight of the material shall be final. The volume limit on regular bulk waste items, (excluding sod, concrete, bricks or shingles), will be two (2) loader buckets per week. The City will charge residents twenty-five dollars (\$25) per loader bucket for anything over two (2) loader buckets per week.

The proposed text amendment would implement the modifications recommended by the Committee. The December 1, 2009 implementation date would allow the Public Works Department to conduct a public education campaign:

- a. Comcast programming spotlight on the issue.
- b. Water bill inserts to inform residents of the change.
- c. Press releases to the local media outlets.
- d. Posting information on the City's website.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bulk Waste Ad Hoc Committee.

FINANCIAL IMPACT: It is anticipated that these program modifications would reduce costs and increase revenues. There is insufficient data at this time to provide financial projections. The result of the proposed ordinance would be a more equitable fee for services.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch
Director of Public Works

Reviewed by:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NUMBER 2009 - 58

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE BY DELETING
AUTOMATIC PICKUP OF SOD, CONCRETE OR SHINGLES AS PART OF THE BULK
WASTE PROGRAM**

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

Section One: That Section 200.4 (Terms Not Defined) of Chapter 21 of the Bloomington City Code, 1960, as amended, shall be further amended as follows: (additions are indicated by underlines; deletions are indicated by strikeouts):

BULK WASTE: The following types of waste:

- (1) Appliances, including, but not limited to: washer, dryer, refrigerator, freezer, stove, tv, water heater; or
- (2) Indoor furniture, including, but not limited to: bed springs, mattress, carpet, couch, chair, cushions; or
- (3) Car parts, including, but not limited to: wheel rims, hub caps, truck cap, junk metal, but NOT including batteries or tires; or
- (4) Other items exposed to the elements not designed for exterior use; or
- (5) Firewood, ~~bricks, concrete blocks~~, etc. not neatly stacked eighteen (18) inches above the ground.

Section Two: That Section 300.7 (Bulk Waste Collection) of Chapter 21 of the Bloomington City Code, 1960, as amended, shall be further amended as follows: (additions are indicated by underlines; deletions are indicated by strikeouts):

Bulk waste and building waste may be collected by the City under rules established by the Director of Public ~~Service~~ Works and approved by the City Manager, but only with respect to bulk waste or building waste generated or created by the occupant or owner of residential property. The City will not collect bulk waste or building waste generated or created by any contractor, subcontractor or other person for hire. The City will not collect any sod, concrete, bricks or shingles unless the resident who participates in the bulk waste collection program requests a pickup of such sod, concrete, bricks or shingles. After such a request is made, the City will pick up such sod, concrete, bricks or shingles and will charge the resident for the actual cost of the pickup and disposal of such material for anything beyond thirty-five pounds of material. The determination by the City of the weight of the material shall be final. The volume limit on regular bulk waste items (excluding sod, concrete, bricks or shingles) will be two loader buckets per week. The City will charge the resident twenty-five (\$25.00) dollars per loader bucket for anything over two loader buckets per week.

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

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

Section Five: This ordinance shall be effective December 1, 2009.

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

PASSED this 14th day of September, 2009

APPROVED this 15th day of September, 2009.

APPROVED:

Steven F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Barbara Adkins, Deputy City Manager, stated this issue had been ongoing for the last two to three (2-3) years. There had been concern for the volume of bulk waste in parkways. There had been neighborhood cleanups in the past. She would like to see citizens take pride in parkways and keep them refuse free. The Council had requested a bulk waste program with recommendations to solve the issue. Jim Karch, Director of Public Works, gathered an Ad Hoc Committee to create solutions.

Alderman McDade thanked the Committee and staff who volunteered their time. She believed based on the Committee's minutes that the meeting had been successful. The members had seriously addressed the issue.

Alderman Schmidt stated there were two (2) issues: 1.) micro level discussion and 2.) development of an Enterprise Fund (EF). She expressed concern regarding paying fees in addition to property taxes.

Alderman Huette agreed with Alderman Schmidt. He stated the EF was a separate issue from changing bulk pick up.

Alderman Schmidt stated there was continued concern from the taxpayers for additional fees and property taxes. She questioned the balance. Mayor Stockton stated there would be more discussion concerning the big picture in the next couple of months. The EF was important and could provide the opportunity for privatized refuse collection.

Alderman Purcell cited the City's cost for bulk waste pick up. He questioned if the citizens would be willing to pay for an EF. He also questioned an acceptable fee for bulk waste pick up. He expressed some concern for the schedule of pick ups and fees that would be applied. He suggested a City dumpster for citizens to utilize when they have a major project requiring bulk waste disposal. He stated the need to set limits to ensure that taxpayers were not paying for others' bulk waste pick up. Mayor Stockton questioned a fee based service or subsidized.

Alderman Huette stated the Committee had been a step in the right direction. The Council could evaluate the program in the next twelve to twenty-four (12-24) months to be sure it was still effective.

Alderman Schmidt questioned Mr. Karch regarding the bookkeeping. Mr. Karch recognized the Ad Hoc members present. He stated the Council had provided problem statements for the Ad Hoc Committee to find solutions. He clarified this was not an EF. The goal was that eventually refuse would become an EF. Citizens should pay for their refuse service. He encouraged the Council to review the information. The City provided more services than other communities and was cost competitive. He detailed the pick up process. Six (6) crews would be making the pick ups. Each crew would have a camera to take a picture and log the volume of waste. They would make note of the address and notify the owner of the fee with a door hanger. The fee would be added to their water bill. The goal was to minimize high cost and heavy items. Citizens would need to call for heavier items to receive a cost estimate for pick up. There would be a full cost recovery which included: labor, equipment and disposal.

Alderman Schmidt questioned if the \$25 fee would cover the cost. Mr. Karch had checked with local providers and determined the fee was a fair price. They would be tracking the data to make that determination.

Alderman Anderson questioned sending the citizen a bill and the advantages of that system. He expressed concern for the likely increase in telephone calls which could be labor intensive for the staff. Mr. Karch stated the goal was to over communicate and hopefully not create too much extra work. He stated appliance pick up was a separate issue. The City pays an independent contractor a small annual fee to pick up appliances. If the Council approved the Ordinance the effective date would be December 1, 2009. This date would allow the department time to educate the community. There would be a public ad campaign and an insert in the water bills.

Alderman Purcell questioned the timing for pick ups. Mr. Karch stated the crews worked hard to ensure they stayed on top of a weekly pick up schedule.

Alderman Purcell also questioned use of the City yard. Mr. Karch stated the drop off facility would limit the amount of waste deposited by citizens.

Alderman Stearns stated loader buckets were not an exact science. There was room for subjective judgment by the staff and citizens. Mr. Karch responded that other cities

have two (2) limits: volume and weight. The City has chosen a volume based system. They would try to be conservative in cost estimates. The focus would be on addressing excessive users. The crew would take pictures to hand in to the superintendent. The superintendent in turn would report to the department head.

Alderman Fruin stated this issue had been discussed for years. He would like to see that the Council looks at the big picture and move ahead. Staff would work out the details. Mayor Stockton could see potential hang-ups. He wanted to move forward. There would need to be adjustments made as the City moved forward. There were three (3) issues: 1.) does not apply to leaves and brush; 2.) citizens storing debris and placing smaller amounts out to avoid payment; and 3.) potential for increased dumping. Mr. Karch stated that no other community was providing this level of service. His goal was to try to create an equitable fee system.

Alderman Schmidt questioned existence of an ordinance that states citizens were not allowed to put trash on other people's property. Ms. Adkins affirmed. She stated that citizens had become accustomed to the high service level for a number of years. It would take some time for them to adjust to the changes. There were a couple issues that would require working with the City's Legal Department. One issue concerned landlords telling evicted tenants to place their refuse on the parkway. The other was excessive amounts of debris created code enforcement issues.

Alderman Schmidt suggested that citizens be reminded of bulk pick up day. Mr. Karch could not guarantee a specific day for the pick up.

Alderman McDade questioned the existence of a current door hanger system. Mr. Karch affirmed that the door hangers were placed there for overweight cans, large container size issues, etc. He introduced Rob Henson, Superintendent of Waste Management, to address the council. Mr. Henson stated the biggest concern for the Ad Hoc Committee had been heavy items. This recommendation had addressed that issue. He believed that the numbers would be different in the next year. The City would be closer to an EF. He added that since May 1, 2009, bulk and refuse had been picked up on the same day. The new recommendations would require winter weather scenarios. It could affect the schedule to a pick up of every two (2) weeks. Mayor Stockton thanked the Ad Hoc Committee and the Public Works staff. He requested the situation be monitored and a reported back to the Council.

Motion by Alderman Fruin, seconded by Alderman Anderson 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, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

MAYORS' DISCUSSION: Mayor Stockton had just returned from Moscow. He had been invited by Vladimir's Mayor (Russian sister city) to attend their September Festival. The trip was at personal expense. He had the opportunity to address the crowd during the festival's opening ceremony. During his visit with the Mayor and Council he questioned their main topics of concern. They have similar concerns such as road improvements and budget issues. Mayor Stockton conveyed Vladimir's Mayor's best wishes to the Councils of the City and the Town of Normal.

CITY MANAGERS' DISCUSSION: Barbara Adkins, Deputy City Manager, stated the Council retreat was scheduled for September 18-19, 2009. Lyle Sumek would be the facilitator.

She noted that the City had picked up refuse on Labor Day which had confused some citizens. She clarified that the only day refuse was not picked up was on Christmas day.

She added that the Kenney Chesney concert would be on Thursday September 17, 2009. She hoped all would go well so that the City would be considered for future similar events.

ALDERMENS' DISCUSSION: Alderman Anderson appreciated the Public Works Department's efforts to keep up with road repair requests. He also appreciated the presence of Randall McKinley, Police Chief, at the Dimmitt's Grove Association's meeting.

Alderman Stearns noted that Ward 4 would be having a meeting regarding the Locust Colton Sewer Project on September 16, 2009 at 7:00 p.m. at the Public Library's Community Room. This meeting would give citizens an opportunity to express their concerns.

Alderman Purcell thanked Representative Dan Brady for bringing \$150,000 to the City for two (2) road projects.

Alderman Sage acknowledged the Water Department's issues on Six Points Road. He appreciated their efforts. He highlighted the bulk waste proposal. He had been impressed with this clear example of cultural change at City Hall. He expressed the importance of the staff forming partnerships with the public to increase awareness.

Alderman McDade thanked staff for acts of service regarding residents' concerns. The quick responses were appreciated. She acknowledged that all departments were short staffed and her appreciation for their efforts. She addressed the Ad Hoc Committee and encouraged actively communicating and engaging citizens as a best practice.

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

Motion carried.

**Tracey Covert
City Clerk**

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