

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, December 8, 2008.

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

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

**Aldermen: Judy Stearns, Kevin Huette, Allen Gibson, David Sage, John Hanson, Jim Finnegan, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.**

**City Manager Tom Hamilton, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.**

**Mayor Stockton recognized Erica Kubsch, the new Downtown Bloomington Association's Executive Director.**

**The following was presented:**

**Randy McKinley, Assistant Police Chief, introduced Jeffrey Engle, Justin Gale and Aaron Veerman, Police Patrol Officers.**

**Mr. Gale came to the City through the Experienced Officer Hiring Program. He had been previously employed with the Woodford County Sheriff's Department and the Minonk Police Department. He was an alumnus of Western Illinois University.**

**Mr. Engle was an entry level officer. He graduated from the Police Training Institute in September 2007. He was a life long City resident. He studied Special Education prior to becoming a police officer.**

**Mr. Veerman served in the United States Air Force. He attended Joliet Junior College and Illinois State University. He was accompanied this evening by his parents and significant other.**

**Tracey Covert, City Clerk, performed the Oath of Office. Mayor Steve Stockton presented the officers with their certificates. He congratulated the officers and their families.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Council Proceedings of March 27, 2006 and Executive Session Minutes of November 17, 18, and 19, 2008

The Council Proceedings of March 27, 2006 and the Executive Session Minutes of November 17, 18, and 19, 2008 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the reading of the minutes of the previous Council Meeting of March 27, 2006 and Executive Session Minutes of November 17, 18, and 19, 2008 be dispensed with and the minutes approved as printed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

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

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

Respectfully,

Barbara J. Adkins  
Deputy City Manager

Tom Hamilton  
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The nineteenth partial payment to Town of Normal in the amount of \$113,108.92 on a percentage basis of which \$3,792,567.02 will have been paid to date for work certified as ongoing for the Metro Zone Sales Tax Rebate. Completion date – Ongoing.
2. The seventh partial payment to Peoria Metro Construction in the amount of \$356,258.21 on a contract amount of \$2,895,600 of which \$1,304,698.71 will have been paid to date for work certified as 45% complete for the Construction of Fire Station #5. Completion date – February 2009.
3. The thirtieth partial payment to APACE Architects & Design in the amount of \$2,049.25 on a contract amount of \$349,800 of which \$322,930.50 will have been paid to date for work certified as 92% complete for the Design of Fire Station #5. Completion date – May 2008.
4. The twenty-first partial payment to McLean County in the amount of \$2,749.02 on a contract amount of \$100,000 of which \$68,206.77 will have been paid to date for work certified as 68% complete for the East Side Corridor. Completion date – January 2009.
5. The first partial payment to National Garage, Inc. in the amount of \$58,597.50 on a contract amount of \$117,195 of which \$58,597.50 will have been paid to date for work certified as 50% complete for the Parking Control System at Lincoln Garage. Completion date – January 2009.

6. The thirteenth partial payment to Thompson Dyke & Associates in the amount of \$1,400 on a contract amount of \$248,500 of which \$235,567 will have been paid to date for work certified as 95% complete for the McGraw Park Phase II. Completion date – December 2009.
7. The fourth partial payment to Stark Excavating, Inc. in the amount of \$233,458.37 on a contract amount of \$1,327,376.20 of which \$1,259,313.47 will have been paid to date for work certified as 95% complete for the Kickapoo Creek Restoration – Phase 1 – Site Work. Completion date – December 2008.
8. The second partial payment to Farnsworth Group in the amount of \$28,157.25 on a contract amount of \$94,800 of which \$29,727.25 will have been paid to date for work certified as 31% complete for the Constitution Trail Extension II – Grove to Croxton. Completion date – January 2010.
9. The third partial payment to Rowe Construction Co. in the amount of \$256,688.14 on a contract amount of \$3,476,726.41 of which \$505,222.92 will have been paid to date for work certified as 15% complete for the Lincoln Street – Bunn to Morrissey (MFT 92-00283-00-RP). Completion date – October 2009.
10. The twenty-first partial payment to Farnsworth Group in the amount of \$438.75 on a contract amount of \$32,562 of which \$24,054.68 will have been paid to date for work certified as 74% complete for the Norfolk Southern Railroad Crossing Negotiations – ML King at White Oak; Hamilton at Commerce; and Hershey at Hamilton. Completion date – December 2008.
11. The ninth partial payment to Clark Dietz in the amount of \$212.50 on a contract amount of \$15,000 of which \$12,706.35 will have been paid to date for work certified as 85% complete for the Evergreen Reservoir Fish Barrier. Completion date – December 2008.
12. The sixth partial payment to Clark Dietz in the amount of \$4,802.50 on a contract amount of \$50,000 of which \$12,700.82 will have been paid to date for work certified as 25% complete for the Water Mapping Services. Completion date – December 2008.
13. The twenty-fourth partial payment to Consoer Townsend & Associates in the amount of \$2,741.35 on a contract amount of \$185,000 of which \$127,953.79 will have been paid to date for work certified as 69% complete for the Water Department Electrical Improvements at Lake Bloomington. Completion date – December 2008.
14. The fifteenth partial payment to Farnsworth Group in the amount of \$944 on a contract amount of \$45,000 of which \$42,852.47 will have been paid to date for work certified as 97% complete for the Wastewater Treatment Cluster System at Lake Bloomington. Completion date – October 2008.

15. The thirteenth partial payment to Consoer Townsend & Associates in the amount of \$5,103.52 on a contract amount of \$74,800 of which \$5,103.52 will have been paid to date for work certified as 85% complete for the In Line Booster Station at Mitsubishi. Completion date – December 2008.
16. The twelfth partial payment to Farnsworth Group in the amount of \$12,549.62 on a contract amount of \$50,000 of which \$35,455.88 will have been paid to date for work certified as 71% complete for the Ultraviolet Light & Hydrogen Peroxide Feasibility Study. Completion date – October 2008.
17. The tenth partial payment to WHPA Inc. in the amount of \$40,517.71 on a contract amount of \$518,846 of which \$284,357.71 will have been paid to date for work certified as 55% complete for the Strategic Source Water Study. Completion date – September 2009.
18. The sixth partial payment to Clark Dietz, Inc. in the amount of \$138.65 on a contract amount of \$20,000 of which \$10,921.90 will have been paid to date for work certified as 55% complete for the Inspection Services for Water Main Installation on West Miller Street. Completion date – December 2008.
19. The twelfth partial payment to Clark Dietz in the amount of \$2,374.19 on a contract amount of \$60,000 of which \$52,779.37 will have been paid to date for work certified as 88% complete for the Observation/Inspection of Parkview Phase I Water Main Replacement. Completion date – January 2009.
20. The first partial payment to Clark Dietz, Inc. in the amount of \$3,094.15 on a contract amount of \$21,700 of which \$3,094.15 will have been paid to date for work certified as 14% complete for Lincoln Street – Bunn to Morrissey Water Main Observation. Completion date – July 2009.
21. The second partial payment to Clark Dietz, Inc. in the amount of \$350 on a contract amount of \$20,000 of which \$3,979.68 will have been paid to date for work certified as 20% complete for the Towanda Barnes Inspection Services – Route 9 to Oakland. Completion date – March 2009.
22. The fourth partial payment to Clark Dietz, Inc. in the amount of \$1,424.75 on a contract amount of \$18,600 of which \$14,284.59 will have been paid to date for work certified as 77% complete for the Inspection Services for the Division Street Lighting. Completion date – December 2008.
23. The sixty-first partial payment to Farnsworth Group in the amount of \$1,147.75 on a contract amount of \$1,077,688.73 of which \$1,055,476.47 will have been paid to date for work certified as 98% complete for the Design Transmission Water Main to Lake Bloomington. Completion date – December 2008.

24. The eleventh partial payment to Clark Dietz, Inc. in the amount of \$18,115 on a contract amount of \$305,000 of which \$90,345.36 will have been paid to date for work certified as 30% complete for the Locust/Colton Street Sewer Separation & Water Main Replacement Design. Completion date – January 2009.
25. The eleventh and final payment to Gildner Plumbing, Inc. in the amount of \$20,542.36 on a contract amount of \$1,126,743.36 of which \$1,126,743.36 will have been paid to date for work certified as 100% complete for the Sewer and Storm Drain Kickapoo Force Main. Completion date – January 2007.

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

Respectfully,

Tom Hamilton  
City Manager

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve the Payment for New Officer Training at the Police Training Institute

Staff respectfully requests that Council waive the formal bidding process and authorize payment to the Police Training Institute (PTI) located at the University of Illinois at Urbana-Champaign \$30,989, for the training of seven (7) new patrol officers. The cost per officer is \$4,427.

The twelve (12) week, 480 hour training course meets the requirements set by the Illinois Enforcement Training and Standards Board for all new police officers in the State of Illinois.

The total cost of \$30,989 will be reimbursed by the Illinois Enforcement Training and Standards Board.

Staff recommends that the formal bidding process be waived and the training for the new officers be purchased from the Police Training Institute in the amount of \$30,989 with reimbursement provided by the Illinois Enforcement Training and Standards Board.

Respectfully,

Roger Aikin  
Chief of Police

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 77**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF NEW OFFICER TRAINING AT THE POLICE  
TRAINING INSTITUTE AT A PURCHASE PRICE OF \$30,989**

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 New Officer Training at the Police Training Institute at a Purchase Price of \$30,989.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the formal bidding process be waived, the payment in the amount of \$30,989 to PTI be approved, 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Authorize Contracts with Conley Group, Inc. for Testing Services for Promotional Exams for Police Department

The Board of Fire and Police Commissioners oversees the hiring and promotional processes for police officers and fire fighters. The Conley Group, Inc., has supplied its expertise in designing written tests and other components of the examination process for entry level police officers as well as promotions to the ranks of sergeant and lieutenant. The expertise of the Conley Group as well as Dr. Patrick Conley's familiarity with the Police Department is valued by the Fire and Police Commissioners in assisting them in their duty to fill vacancies in the Police Department with the most qualified individuals.

The Conley Group has sent proposed contracts to the City. This agreement relates to the testing to be administered to persons seeking to be promoted to the position of sergeant or lieutenant. The contract provides that the cost of testing for two (2) promotional procedures would be \$12,000. There has been no price increase from the 2006 agreement.

This agreement was reviewed and recommended for Council approval by the Board at their December 1, 2008 meeting. The Commissioners as well as staff believe these prices are reasonable and request that the Mayor be authorized to sign the letter of understanding on behalf of the City.

Respectfully,

J. Todd Greenburg  
Corporation Counsel

Roger Aikin  
Chief of Police

Tom Hamilton  
City Manager



**RESOLUTION NO. 2008 - 78**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE APPROVAL OF CONTRACTS WITH THE CONLEY GROUP,  
INC. FOR TESTING SERVICES FOR PROMOTIONAL EXAMS FOR THE POLICE  
DEPARTMENT IN THE AMOUNT OF \$12,000**

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

1. That the bidding process be waived and authorizing the approval of the contract with the Conley Group, Inc. for Testing Services for Promotional Exams for the Police Department in the amount of \$12,000.

Adopted this 8<sup>th</sup> day of December, 2008.

Approved this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**AGREEMENT WITH CONLEY GROUP**

This letter is a reiteration of the specifics of the Conley Group's services, deliverables, costs and other relevant information concerning the City of Bloomington's Police promotional processes for the job of sergeant and lieutenant.

Total Project Cost

The total cost for the two promotional procedures is \$12,000.00 with \$6000.00 being paid upon the acceptance and/or the signing of this agreement. The total cost is based on the following steps:

- I. Promotional Process - Sergeant and Lieutenant
  - A. Test Development
    1. Job Analyses - The Conley Group will conduct job analyses for the sergeant and

lieutenant ranks.

These analyses will identify both the important tasks and the important knowledge, skills and abilities (KSAs) for both ranks. The task and KSA information will provide the basis for the test components that will make up both the sergeants and lieutenants promotional processes.

2. The Conley Group will construct a 4 part promotional process that will consist of 2 written job knowledge examinations containing short answer essay and multiple choice questions for both the sergeant and lieutenant and a 2 assessment exercises that will focus on judgmental and procedural issues needed by sergeants and lieutenants immediately upon promotion.

The two written job-knowledge tests, one for sergeant and one for lieutenant, will consist of items based on job analysis information, Bloomington Police Department policies and procedures, any relevant union contracts, and any other relevant job-related material identified by officials of the Bloomington Police Department. These tests will become the property of the City of Bloomington after the testing process.

The 2 assessment exercises are proprietary in nature in that each of the assessment exercises may come from components of other exercises constructed by the Conley Group. This precludes the Conley Group from relinquishing the total copyright to the materials making up these exercises. We have, however, made a long term testing commitment to the City to use modified versions of these procedures.

3. If desired, provide an overview of the testing process to members of the Police and Fire Board.

A concern is that the board members will not have a full understanding of the testing process and the manner in which this process has safe guards for candidates. For example, there have occasions where police and fire board members in other jurisdictions wanted to sit in the room where the videotaping of the oral interview was being held. We had to deny access due to the potential for a biasing effect to the board member's presence.

#### B. Test Implementation

1. As noted in our initial set of assumptions, the City of Bloomington will be required to provide specific information for each of the two of the Phase 2 components:
  - a. Collate and deliver candidate lists,
  - b. Provide suitable testing sites,
  - c. Arrange test dates and times that are mutually agreeable.
  - d. Identify a liaison person who will assist in the gathering data, etc.
2. All testing materials will be controlled by the Conley Group before the testing process.

This is a security issue. If the City's decision makers wish to review one or more components, we will provide opportunities for a supervised test review session. That is, the Group will give single copies of components to decision makers. These reviewing officials will conduct the review and return the copy to the Group member who will not leave the test unattended.

3. A police department official will be responsible for the actual testing sessions.

Here, our concern is that the process will be interrupted in some way to disadvantage some number of candidates. If this happens, this will mean the exclusion of a candidate, proctor, or any other person who interferes with the overall process.

#### C. Deliverables - Test Scoring and List Generation

The Conley Group will be responsible for the scoring of all components of the sergeant and lieutenant tests. We will also generate a list that will equally weight each of the components. (This equal weighting system has been accepted due to the relatively equality of the job analysis components. Turn around times for promotional tests will be about two weeks.

### III. Responsibilities

- A. The City of Bloomington will be responsible for notifications and registering applicants. The Conley Group will be provided with rosters of all persons registered for the sergeant's and lieutenant's promotional processes.
- B. Bloomington personnel to administer each component of the promotional process.
- C. The City of Bloomington will provide adequate facilities to administer the exams and assessment exercises.
- D. The Conley Group will be responsible for the scoring of all components of the sergeant and lieutenant processes.
- E. The Conley Group will provide the City of Bloomington with a rank order list resulting from both the sergeant and lieutenant processes. Any additional adjustments to the promotional lists based on Police and Fire Commission interviews, Police Chief points, or any other processes are the sole responsibility of the City.
- F. A liaison person will be identified by the City. This person will assist us in gathering information, planning the various steps, etc.
- I. Any litigation resulting from the use of the tests requiring the testimony of Dr. Patrick Conley will be compensated at \$175 per hour plus expenses.

In summary, this document identifies the tasks to be performed, the deliverables, and the costs associated with the promotional processes.

If this letter represents our agreed upon testing requirements, please have the authorized individual initial each page and sign in the space provided below. We ask that the original be returned to us.

Yours truly,

The Conley Group

Patrick R. Conley, Ph.D.  
President

I, Stephen F. Stockton, and authorized official of the City of Bloomington agree to the stipulations stated above.

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the formal bidding process be waived, the contract with the Conley Group, Inc. in the amount of \$12,000 for Testing Services for Promotional Exams for the Police Department be approved, 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 Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for a Roof Replacement, Gutter Replacement, and Tree Removal at 802 W. Jefferson Street

The Community Development Division of the PACE Department intended to provide a rehabilitation loan from the General Fund to remove three (3) trees and replace the roof and gutters on the home at 802 W. Jefferson Street.

Staff prepared bid specifications with sealed bids due at the Office of the City Clerk on November 14, 2008 at 2:00 P.M. At that time they were publicly opened and read. The results of the sealed bids are as follows:

ROOF AND GUTTER REPLACEMENT

<b>Vendor</b>	<b>Total Bid Price</b>
Action Roofing Inc.	\$31,200.00
Shutt Roofing Inc.	\$24,751.00

TREE REMOVAL

<b>Vendor</b>	<b>Total Bid Price</b>
Cody Tree Service Inc.	\$4,175.00
Nord Tree Service	\$2,750.00

However, during the bid process, two (2) other projects were also being bid. At the time the total of the three (3) bids were estimated to come within the funding budgeted for this fiscal year. Unfortunately, the bids, this one in particular, came in well over the estimates and in excess of the budget funding. Staff respectfully recommends rejecting all bids at this time due to lack of funding. The project may be bid again in the new budget year starting May 1, 2009.

Respectfully,

Mark R. Huber  
Director PACE

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the bids be rejected.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bid for Outdoor Stage at the Cultural District

Bids for the purchase of a portable stage for the Cultural District were received until 10 am on November 20, 2008 at the office of the City Clerk. At that time, bids were opened and read allowed as follows:

Sellner Staging, Faribault, MN	\$102,000
Mega-Stage, Inc., Quebec, Canada	\$125,675
American-Stagemobile, Inc., West Babylon, NY	\$141,850

The bid provided by American-Stagemobile met all specifications. The two (2) other bids each had multiple deviations from specifications. Sellner Staging did not meet weight capacity, towing, delivery, set-up, or height criteria. Mega-Stage did not meet towing, weight capacity, or width specifications and did not include stairs.

This purchase is being funded by a grant from CEFCU. CEFCU representatives have reviewed and approved the American-Stagemobile stage. The bid of \$141,850 is within the \$150,000 donated for the stage and under staff’s specifications.

The bid from American-Stagemobile is the only bid to meet all specifications, is within the funded budget, and has been approved by the donor. As all items are in order, staff respectfully requests that the Council accept this bid of \$141,850 from American-Stagemobile, Inc. and that the Purchasing Agent be authorized to issue a purchase order for same. Funding for this purchase will come from account 21110-72140 of the Cultural District.

Respectfully,

C. Bruce Marquis  
Executive Director

Tom Hamilton  
City Manager

**PURCHASE AND SALE AGREEMENT**

This purchase and sale agreement (the “agreement”) is entered into effective as of December 15, 2008, by and between American-Stagemobile Inc. (the “seller”) and The City of Bloomington, IL (the “buyer”).

WHEREAS the seller designs and manufactures mobile stages for the general use of artistic performances in the entertainment industry;

WHEREAS the buyer wishes to purchase a mobile stage from the seller, which wishes to sell a mobile stage to the buyer, the whole subject to the terms and conditions hereinafter detailed;

NOW, THEREFORE, THE SELLER AND THE BUYER AGREE AS FOLLOWS:

1. Preamble. The preamble hereof forms and integral part of this agreement as if here in recited at length in full.
2. Purchase of Stage. The buyer agrees to buy from the seller, which agrees to sell to the buyer, the mobile stage, additions, attachments and accessories described in ANNEX A, attached hereto (collectively the “STAGE”), the whole subject to the terms and

conditions herein after detailed.

3. Purchase Price. The price (the "Price") to be paid by the buyer to the seller under this agreement for the purchase and sell of the stage is the sum of One hundred forty one thousand eight hundred fifty United States Dollars (USD \$141,850.00) The buyers obligation to pay the price in full and all other amounts payable to the seller hereunder shall be absolute and unconditional, without any abatement, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever. Buyer shall be solely responsible for the payment of all taxes, licenses, tariffs, registration fees, permits, and all other fees and assessments in connection with buyer's purchase, ownership, the transportation and use of the stage.

The price shall be paid by the buyer to the seller as follows:

1. 50% deposit in the amount of \$70,925 payable on or before December 31<sup>st</sup> 2008.
  2. 50% remaining balance in the amount of \$70,925 payable on or before March 31<sup>st</sup>, 2009.
4. Terms and condition of Sale. The sale of the stage by the seller to the buyer will be subject to all of the provisions of this agreement and to sellers standard terms and conditions of sale which are printed on the sellers invoice or otherwise provided to buyer from time to time ("Seller's Terms"). If there are any inconsistencies between this agreement and seller's terms, this agreement shall govern. If there are any inconsistencies between this agreement or seller's terms, on the one hand, and any terms and conditions of buyer, on the other, including without limitations terms and conditions on buyer's purchase orders, this agreement and seller's terms shall govern.
  5. Delivery; Title. Delivery of the stage will be on our about April 15<sup>th</sup>, 2009. Buyer is responsible for transportation charges, insurance, shipping and handling or similar charges as stated in your invoice. American-Stagemobile will provide insurance while in possession of the stage.
  6. Limited Warranty. The Seller represents and warrants that the stage will be free from material defects in workmanship and labor for a period of one year from the date of delivery. In the event of a material defect within the one year limited warranty period, seller will repair the stage. Seller shall be solely responsible for the cost of all warranty parts and labor. No warranty is given by the seller with respect to fabrics or the tires. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES WITH RESPECT TO THIS STAGE, AND THE REMEDIES SET FORTH HEREIN ARE BUYER'S EXCLUSIVE REMEMDIES IN THE EVENT OF A BREACH OF SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES THAT ARE NOT SPECIFICALLY CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING,

DIRECTLY OR INDIRECTLY, FROM ANY BREACH OF SUCH WARRANTIES, EITHER BEFORE OR AFTER THE DELIVERY OF THE STAGE.

7. **Warranty Repair.** Buyer shall give seller and immediate detailed written report (with photographs, drawings and depictions), both by facsimile transmission and by overnight courier for next day delivery, of any mechanical breakdown or problem with the stage, only if the mechanical breakdown or other problem is covered by seller's limited warranty. If the problem is covered by seller's limited warranty, seller will attempt to assist buyer's technician by facsimile transmission or telephone to resolve the problem. If buyer and seller are unable to resolve the warranty problem in this manner, as soon as reasonably practicable, seller, in its sole discretion, will either: (a) send its own technician to the site of the stage to perform warranty repairs. (b) give buyer written authorization to have the stage repaired by a third party, in which case seller will pay the reasonable cost of the parts.
8. **Sellers Confidential Information.** Buyer represents, warrants and agrees that buyer and buyer's owners, shareholders, directors, officers, and employees, agents, representatives, attorney's, affiliates, predecessors, and successors ("Related Persons") will keep confidential the features of any equipment, patterns, designs, drawings, production or engineering data, or other technical, confidential or proprietary information related in any way to the stage which may be provided by seller to buyer or any of its related persons from time to time. All such confidential and proprietary information will be used by buyer and its related persons only for the purpose of utilizing the stage purchased by buyer hereunder. At no time will buyer or any of its related persons disclose such confidential or proprietary information to third parties, or use such confidential or proprietary information for any purpose other than utilizing the stage purchased hereunder, without sellers prior written consent. Upon written request from seller from time to time, buyer and its related persons will return to seller all such confidential and proprietary information, and copies thereof, or dispose thereof as seller directs.
9. **Modifications and Improvements.** In the event of any modification or improvement by seller in respect of the stage, seller, in its sole discretion, may provide buyer with technical or instructional (Bulletins) from time to time. Buyer hereby agrees to comply with all bulletins. The cost of compliance with the bulletins shall be sellers sole responsibility in the event the bulletins pertain to safety factors, or buyers sole responsibility in the event the bulletin pertain to the installation, operation or maintenance of the stage. If buyer fails for any reason to comply with any bulletins pertaining to safety factors, than, all warranties set forth in this agreement in respect of the stage shall be deemed ipso facto null and void and of no further force or effect.
10. **Training.** As a condition precedent to the enforceability of the limited warranties provided in this agreement, before using the Stage, and continuing at all times during the warranty period on the Stage, Buyer will ensure that at least two (2) of its technicians (hereinafter the "qualified persons") have been trained and certified by seller to operate and use the stage and that the qualified persons have all appropriate permits and licenses to operate and use the stage, and that the stage will be used exclusively by or under the



direct supervision of qualified persons.

11. Inspections and Maintenance Policy. The buyer acknowledges that the stage is comprised of two (2) principal structures; namely: (a) the trailer (“the Trailer”), which includes, without limitation, the galvanized steel frame upon which the stage is manufactured, the motor that operates the hydraulic system, the suspension system, the axels, the braking system and the tires; and (b) all other aspects of the stage (the “Functional Structure”). The Buyer agrees, represents and warrants that it shall fully inspect and maintain the stage on a timely and ongoing basis, same to include, without limitation, the following:

- The Buyer agrees, represents and warrants that it shall fully inspect and maintain the trailer at least one (1) time per year, or more often if circumstances warrant, by fully qualified and licensed mechanics and in conformity with all laws that are applicable in the circumstances to such inspection and maintenance as applies to Illinois State law.
- The Buyer agrees, represents and warrants that the stage will be used and maintained at all times and periodically inspected in accordance with the requirements and specifications outlined in the operations manual, exclusively by qualified persons or technicians under the direct supervision of qualified persons. Buyer will accurately complete and promptly return to Seller all official inspections and maintenance forms issued by Seller from time to time. Buyer agrees to have the stage put through a full inspection on an annual basis, either by American-Stagemobile, Inc. or by a certified agency acceptable to American-Stagemobile, Inc. Failure by Buyer to comply with the Operations manual, the annual inspection by seller, or sellers maintenance policy will cause all warranties set forth in this agreement in respect of the stage to be deemed ipso facto null and void of no further force or effect.

12. Use of Stage. The Buyer acknowledges that the stage comprises specialized and complex equipment, and that the transportation, installation, set up, operation, use, de-installation, and storage of the stage requires technicians with specialized knowledge and training. The Buyer, therefore, hereby represents and warrants to the seller that at all times commencing from the delivery of the stage to the buyer the stage will be transported, installed, set up, operated, used, de-installed and stored in accordance with all requirements of the Seller’s most current operations manual exclusively by qualified persons. Drivers and transporters must be qualified and trained to set up or operate the stage.

13. Alterations/Modifications Prohibited. The Buyer hereby represents and warrants to the Seller that the Buyer shall not under any circumstances whatsoever, unless it has received the prior express written authorization of the Seller, alter and/or modify the stage in any manner whatsoever, including, without limitation, alter and or modify any part of the stage that will affect or will likely affect, same to be determined from the point of views of fully qualified and licensed mechanical and structural engineers each having at least ten (10) years experience in their respective fields, the structural integrity of the stage to

the slightest degree.

14. Nullification of limited warranty. In addition to any other provision of this agreement dealing with the same subject matter, in the event that any of the provisions of this agreement entitled "Use of Stage" or "Alterations/Modifications prohibited" or "warranty repair" or breached by the Buyer, the limited warranty granted to the buyer under this agreement shall ipso facto become null and void and without any further effect.
15. Intellectual Property. Seller is the exclusive owner of the American-Stagemobile series and trademarks and all other trademarks, service marks, logos and trade names associated with Seller's products, all good will connected with the Marks, and all designs, patent, technology, know-how, copyrights, and other intellectual property related to the Stage (collectively, Intellectual Property). Buyer acknowledges and agrees that Buyer has no right, title or interest in or to the Marks or the Intellectual Property. Neither Buyer nor any of Buyer's Related Persons shall directly or indirectly do any of the following without the prior written consent of an authorized officer of Seller:
  - (a) Used the marks or intellectual property; or
  - (b) disclose the marks or intellectual property to any third persons; or
  - (c) copy the marks or intellectual property; or
  - (d) use any marks, technology or intellectual property that are confusingly similar to the marks or the intellectual property.
16. Use of Promotional Materials. Buyer agrees that Seller is the exclusive owner of all Seller's promotional materials related to the stage, including without limitation Seller's website, CD ROMs, Brochures, Video's and all other electronic written and audio visual documents related to the stage, and that Buyer has no right, title or interest in or to the promotional materials, except as expressly provided herein. Seller hereby grants to Buyer the revocable nonexclusive right to use the promotional materials in connection with Buyer's advertising, promotion and use of the stage, as provided herein. Buyer shall not use any promotional materials without seller's prior written consent, in Seller's sole discretion. At least 15 days prior to using any promotional materials, Buyer will submit to Seller all such promotional materials that Buyer proposes to use, labeled with a reference number, and a description of the manner, and an estimate of the duration, that each such promotional material will be used in buyer's proposed advertising or promotional campaign. Seller will notify Buyer within 15 days of Seller's receipt of such promotional materials and other items whether Seller approves or rejects the proposed use of the promotional materials.
17. Covenant Not to Copy Products. Buyer represents, warrants and covenants that neither buyer nor any of its related persons will engage in any of the following activities at any time, whether as an owner, employee, employer, consultant, agent, principal, partner, or in any other capacity; (a) manufacture, distribute, sell, lease or promote anything which is copied from the stage or any intellectual property, or which copies or uses any confidential information or any design, patent, technology, know-how or proprietary information of Seller or any of Seller's products; or (b) act as a distributor, representative,

dealer, or in any other capacity, for any competitive copy of the stage or any other product of Seller.

18. **Infringement; Actions.** Buyer will notify Seller immediately in writing of any actions or threatened actions against buyer or seller which are directly or indirectly related to the stage, the marks or the intellectual property. In the event of any such action against buyer, buyer will promptly send Seller copies of all papers in respect of such legal action. Seller, at its sole cost and expense, shall have the exclusive right, in its sole discretion, to defend or settle all claims for infringement related to the stage, the marks or the intellectual property.
19. **Indemnification by Buyer.** Buyer agrees to indemnify, defend and hold harmless Seller and Seller's related persons from and against any and all liabilities, losses, damages, injuries, costs, expenses, actions, claims, suits, demands, legal proceedings, assessments and similar matters, including, without limitation, reasonable attorney's fees and experts fees (collectively the "claims"), relating from, related to, or arising out of, directly or indirectly, the use of the stage as and from the date of the delivery of the stage to the Buyer, or any breach of any of the provisions of this agreement by the Buyer, or any failure by the Buyer to fulfill any of its obligations under this agreement, or any actor omission of buyer or any of buyer's related persons. If Buyer fails for any reason to comply with any of the warranty repair procedures in this agreement, or any bulletins, or the operations manual, the annual inspection by Seller or by Seller's maintenance policy, then, in addition all other rights and remedies of Seller the following shall apply; (a) all warranties set forth in this agreement in respect of the stage shall be deemed ipso facto null and void and of no further force or effect; and (b) Buyer agrees to indemnify, defend and hold harmless Seller and Seller's related persons from and against any and all claims related to the stage, including without limitation claims in respect of product liability and claims resulting, directly or indirectly, from the Buyers breech of any of the provisions of this agreement. Notwithstanding any of the foregoing, the Buyer shall not be responsible to indemnify the Seller for any liability resulting from a defect in the stage or from an event outside the reasonable control of the buyer.
20. **Force Majure.** If either party can't perform any obligation here under (other than a payment obligation) by reason of circumstances beyond such parties reasonable control, including without limitation, fire, flood, natural disasters, acts of God, War, Civil Commotion, Labor unrest, Strikes, Laws of Regulations, then the party effected will be excused from such performance (other than a payment obligation) on a day to day basis to the extent of such interference, and the other party likewise will be excused from performance of its obligations hereunder; provided the party effected shall use reasonable efforts to remove such causes of non performance.
21. **Miscellaneous.**
  - **Notices:** All notices hereunder shall be given in writing to the address of facsimile number of the other party appearing at the end of this agreement, and shall be deemed delivered: (i) upon receipt if by overnight courier or personal delivery, or

(ii) seventy two (72) hours after being mailed, registered or certified, postage prepaid, returned receipt requested, or (iii) upon electronic confirmation if by facsimile transmission. Either party may change its address or facsimile number by written notice hereunder.

- **Applicable Law; Severability:** This agreement shall be governed by the laws of the United States of America. Any provision of this agreement which maybe prohibited by or otherwise held invalid, void, or unenforceable under such law shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or render in effective any of the remaining provisions hereof. This agreement shall not be construed for or against either party on the basis that one party drafted the agreement or any provision hereof.
- **Non Waiver:** The failure of either party to exercise any rights in respect of any breach or alleged breach of this agreement by the other party shall not constitute a waiver of said breach or of any provision of this agreement. And a failure to promptly exercise any right hereunder shall not be deemed as a waiver to exercise such right in the future.
- **Relationship of Parties:** Each party shall conduct all business in its own name as an independent contractor. Nothing in this agreement shall be deemed to create a joint venture, partnership, employment, agency or similar arrangement between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect, to pledge its credit, to accept any service of process upon it, or to receive any notices of any nature whatsoever on its behalf. Each party represents and agrees that it has read and fully understood all of the provisions of this agreement, has had ample opportunity to receive the advice of an attorney, and has signed this agreement without any duress or undo influence.
- **Successors:** In entering into this agreement, Seller is depending upon the skills and expertise of Buyer with regard to the use and proper protection of the stage. Therefore, this agreement shall not be assignable by Buyer without the prior written consent of Seller in its sole discretion. This agreement shall be freely assignable by Seller in its sole discretion. The covenants, agreements, terms and conditions contained in this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.
- **Arbitration/Attorney's Fees:** Any controversy, claim or dispute between the parties arising out of or relating to this agreement, shall be settled finally by binding arbitration in the State of New York, before one Arbitrator pursuant to the commercial arbitration rules of the National Chamber of Commerce. The prevailing party in the arbitration or any other legal proceeding between the parties shall be entitled to recover all of its expenses from the non prevailing party, including without limitation the reasonable fees of attorneys and experts.

- Compliance with laws: Buyer will have the sole responsibility for complying with all governmental laws, regulations, rules and orders with regard to buyers purchase and use of the stage.
- Headings/Currency: All paragraph headings in this agreement are for convenience only and shall not be part of the agreement. The price and all other amounts payable to Seller hereunder shall be payable to American-Stagemobile Inc.
- Entire Agreement of the Parties: This agreement (including the exhibits attached hereto) constitutes the entire agreement of the parties and supersedes any and all prior agreements, oral or written, between the parties hereto with respect to the subject matter hereof. This agreement is intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and therefore this agreement shall not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, with regards to this agreement. Each party hereto acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by both parties to this agreement.
- Language: This agreement had been drafted at the request of both parties.
- Counterparts-Facsimile Signatures: This agreement may be executed in counter parts and all such executed counterparts shall constitute one (1) agreement binding on each of the parties notwithstanding that all the parties are signatories to the original or to the same counterpart. Facsimile signatures shall not be binding and the parties agree to provide the other party with original signatures within 5 days of the facsimile transmission.

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

City of Bloomington, IL

American-Stagemobile, Inc.

Stephen F. Stockton  
Mayor

Linda Laino  
CEO

**Alderman Schmidt was pleased that a grant from CEFCU would purchase the stage. She requested that Bruce Marquis, Cultural District's Executive Director, to explain the City's budget obligations regarding this item. Mr. Marquis addressed the Council.**

**The stage was purchased with a sponsorship grant of \$150,000. Specifications of the grant required progress by August 2009. By purchasing the stage now, it would be set up and installed by that date.**

**The stage's specifications included single person set up and easy, effective storage. Routine maintenance would be performed by existing staff. Any additional costs associated with the stage would be paid for by the user fees charged to various organizations.**

**Mayor Stockton questioned if the stage was usable only in one location. Mr. Marquis responded negatively. The stage was movable, towable, and easily set up.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the bid for the Outdoor Stage be awarded to American-stagemobile, Inc. in the amount of \$141,850, and the Purchasing Agent be authorized to issue a Purchase Order for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order in the Reimbursement Amount to the County of McLean for the City's Share of Improvement of the Towanda Barnes Road and Oakland Avenue Intersection

On August 28, 2006, City Council approved an intergovernmental agreement with County of McLean for the improvement of the Towanda Barnes Road and Oakland Avenue intersection. On February 11, 2008, Council concurred in the award of the contract to Rowe Construction in the amount of \$781,681.04. Under the agreement, the City is obligated to pay for half of the road and signal construction, \$392,340.82.

During the construction it was determined that it would be cost effective and time saving to have Rowe install the 16 inch water main under Oakland Avenue under the intersection contract rather than have Stark construct it under the Towanda Barnes Road water main contract. Staff has received the final invoice from the County for the intersection project and it includes \$35,780.50 for the water main work.

Staff has reviewed the final quantities and costs and believes them to be in order. Staff respectfully requests that Council approve a change order in the amount of \$35,780.50 to the City's share of the contract with payment to be made from Water Depreciation Funds (X50200-72540).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Craig Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 79**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE  
AMOUNT OF \$35,780.50 IN THE CONTRACT BETWEEN THE CITY  
OF BLOOMINGTON AND ROWE CONSTRUCTION FOR THE IMPROVEMENT OF  
THE TOWANDA BARNES ROAD AND OAKLAND AVENUE INTERSECTION**

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction for the Improvement of the Towanda Barnes Road and Oakland Avenue Intersection; and

WHEREAS, for the reasons set forth in a staff report dated December 8, 2008 it was necessary to install the 16 inch water main under Oakland Avenue under the intersection contract rather than have Stark construct it under the Towanda Barnes Road water main contract; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the December 8, 2008 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$35,780.50 in the contract between the City of Bloomington and Rowe Construction for the Improvement of the Towanda Barnes Road and Oakland Avenue Intersection be approved.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**Alderman Stearns questioned why Rowe Construction installed the water main when Stark Construction was working on another project within that area. Doug Grovesteen, Director of Engineering, addressed the Council. The portion completed by Rowe Construction had been removed from the initial bid with Stark through an addendum. Stark Construction continued to work per their agreement, but they had not completed their previous job. This was a convenience cost. If Rowe Construction had not installed the water main, then the City would still be waiting for it to be finished.**

**Alderman Hanson cited the amount of public input regarding this intersection. The work needed to be done. There had been a year delay.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Change Order in the amount of \$35,780.50 be approved and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Addendum to the Joint Agreement between the State and the City for the Improvement of Traffic Signals at the Intersections of Main Street & Emerson Street, Center Street & Emerson Street, and Main Street & Wood Street

On September 22, 2008, Council approved a Joint Agreement with the State of Illinois, acting through its Department of Transportation, for the improvement of traffic signals at the intersections of North Main Street (Business Route US 51) & Emerson Street, North Center Street (Business Route US 51) & Emerson Street, and South Main Street (Business Route US 51) & Wood Street. The project will include all new signal equipment (conduits, wiring, poles, mast arms, signal faces, etc.) except for the controllers and cabinets which will be relocated and reused.



The original Joint Agreement, plans, and specifications were based on yellow light fixtures and silver poles. This addendum would change the project to include black light fixtures and black poles to conform to the other appurtenances within the Main Street Corridor. Through the addendum the City agrees to pay 100% of the cost for painting the poles. The estimated cost of the color change is \$9,000.

Staff has examined the addendum and believes it to be in order. Staff respectfully requests that Council approve the Addendum to the Joint Agreement with the State of Illinois (IDOT), and the Resolution appropriating the additional \$9,000 in MFT funds be passed.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

(RESOLUTION 2008 – 80 ON FILE IN CLERK’S OFFICE)

**ADDENDUM AGREEMENT**

This agreement entered into this 8<sup>th</sup> day of December, A.D., 2008, by and between the State of Illinois, acting by and through its Department of Transportation hereinafter called the STATE, and the CITY of BLOOMINGTON, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE and CITY have entered into an agreement executed September 30, 2008, which sets forth certain provisions modernizing traffic signals at the FAP Route 730 (US 51 BUSN) intersections with Center Street and Emerson Streets, Main Street and Emerson Street, Main Street and Wood Street; and

WHEREAS, the STATE and CITY desire to addend said Agreements; and

WHEREAS, the CITY is desirous of painting the traffic signals as a part of this project at 100% CITY cost;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows for modifications to the STATE SECTION:

Replace Covenant 3 in its entirety with the following revised Covenant:

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	<u>STATE RESPONSIBILITY</u>				<u>CITY RESPONSIBILITY LOCAL PARTICIPATION</u>		<u>TOTAL</u>
	<u>FEDERAL REIMBURSABLE</u>		<u>STATE MATCHING</u>		<u>Cost</u>	<u>%</u>	
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
Traffic signals at Center & Emerson Street	\$ 76,000	80	\$ 9,500	NA	\$ 9,500	10	\$ 95,000
Traffic signals at Main & Emerson Street	\$ 96,000	80	\$ 12,000	10	\$ 12,000	10	\$ 120,000
Traffic signals at Main & Wood Street	\$ 76,000	80	\$ 9,500	NA	\$ 9,500	10	\$ 95,000
Painting of Traffic Signals					\$ 9,000	100	\$ 9,000
Sub Total	\$ 248,000		\$ 31,000		\$ 40,000		\$ 300,000
P&C Engr. 15%	\$ 37,200		\$ 4,560		\$ 6,000		\$ 47,760
Total	\$ 285,200		\$ 35,650		\$ 46,000		\$ 347,760

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals shown above shall not exceed \$44,562 which represents 125% of their estimated construction and engineering cost.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

City of Bloomington

Stephen F. Stockton  
Mayor

December 9, 2008

State of Illinois Department of Transportation

Joseph E. Crowe, P. E.  
Deputy Director of Highways, Region Three Engineer

Date:

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Enter into Contract with PropertyRoom.com

Staff respectfully requests permission to enter into a one (1) year contract with PropertyRoom.com for the online auctioning of obsolete city property and abandoned property.

PropertyRoom.com specializes in the disposition of seized and recovered assets for law enforcement and other governmental agencies. PropertyRoom.com will prepare descriptions and market any items placed for auction such as automobiles. In addition PropertyRoom.com will provide customer support to bidders, and coordinate the payment and delivery of the auctioned property.

The City will collect ninety-five percent (95%) of the winning bid, and PropertyRoom.com will collect the remaining five percent (5%). This service provided by PropertyRoom.com will save the City overtime hours for providing personnel to supervise the auction, as well as advertising dollars. The only fee for this service is the five percent (5%) collected from each item bid.

Staff respectfully requests that Council authorize the agreement with Propertyroom.com for the online auctioning of obsolete city property and abandoned property.

Respectfully,

Roger Aikin  
Chief of Police

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that a one (1) year contract with PropertyRoom.com be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: JAG Grant Agreement

Staff respectfully requests permission to accept federal grant money from the Edward Byrne Memorial Justice Grant (JAG). The total award is \$33,685. McLean County and the Town of Normal are also eligible to share in the grant but have chosen not participate in this award.

Staff recommends the JAG funds to be used to purchase four (4) bicycles to be utilized by the bike patrol. This will allow officers to patrol areas that might be otherwise inaccessible and reduce fuel costs.

The funds would also be used to purchase three (3) monitors for the communications center. One (1) monitor will be used for computer aided dispatching to show the automated vehicle locators on all Police/Fire/Rescue personnel at any time through out the City. The additional two (2) monitors will be used to display IDOT cameras, and to monitor potential emergency situations.

Staff would also like to purchase communications software that will enable better communication in an emergency situation. Six (6) headsets to be used by the Emergency Response Unit during a crisis situation will also be purchased. Twelve (12) qualification targets will be purchased to be used for law enforcement training for the City, Town of Normal and McLean County.

Staff respectfully recommends that Council approve the acceptance of the JAG award.

Respectfully,

Roger Aikin  
Chief of Police

Tom Hamilton  
City Manager

**Alderman Schmidt noted this money was from a Memorial Justice Grant. It allowed municipalities to purchase bicycles for their Police Departments Bike Patrols. She appreciated the bike patrol and believed they were effective.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the JAG Award be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of Pizza Hut of America, Inc., d/b/a Pizza Hut, located at 1917 S. Main, for an RBS liquor license, which will allow the sale of beer and wine by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to hear the application of Pizza Hut of America, Inc., d/b/a Pizza Hut, located at 1917 S. Main, requesting an RBS liquor license which allows the sale of beer and wine by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp and Mark Gibson; Hannah Eisner, Deputy Corporation Counsel; Tracey Covert, City Clerk; and Eric Wohlfer, employee and Applicant representative.

Commissioner Stockton opened the liquor hearing. He requested that the Applicant present the business plan. Eric Wohlfer, employee and Applicant representative, addressed the Commission. He informed them that this store had been purchased by the corporation on Tuesday, November 11, 2008. Commissioner Stockton questioned the previous owner. Mr. Wohlfer stated Harbaugh Enterprises, Inc. was the franchisee. Pizza Hut of American, Inc. had purchased a number of

stores located in Central Illinois, (Pontiac, Peoria, and Bloomington). Commissioner Stockton described this application as a change of ownership.

Commissioner Buchanan questioned if the business operations would remain the same. Mr. Wohlfer responded affirmatively.

Commissioner Stockton opened the hearing to public input. No one came forward to address the Commission.

Based on the above, the Liquor Commission recommends to the City Council that an RBS liquor license for Pizza Hut of American, Inc., d/b/a Pizza Hut, located at 1917 S. Main, be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Finnegan, seconded by Alderman Gibson that an RBS liquor license for Pizza Hut of America, Inc., d/b/a Pizza Hut located at 1917 S. Main be created, contingent upon compliance with all applicable health and safety codes.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

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

Attached please find the following resolutions abating taxes:

1. Abatement for tax levy for \$11,650,000 General Obligation Bonds, Series 1995. (The last debt service payment for this issue is 12-01-2010.)

2. Abatement for tax levy for \$4,965,000 General Obligation Refunding of Market Square Tax Increment Bonds Series 1994. (The last debt service payment for this issue is 12-01-2013.)
3. Abatement for tax levy for \$4,965,000 of Market Square Increment General Obligation Bonds Series 1994. (The last debt service payment for this issue is 12-01-2013.)
4. Abatement for tax levy to pay the rent payable under the Lease Agreement between the Public Building Commission, McLean County and the City of Bloomington for the old Champion Building and the expansion of the parking garage. (The last debt service payment for this issue is 11-01-2021.)
5. Abatement for tax levy for \$6,380,000 General Obligation Refunding Bonds (of \$6,600,000 authorized), Series 2001. (The last debt service payment for this issue is 12-01-2010.)
6. Abatement for 2003 addition to the tax levy to pay the rent payable under the Lease Agreement between the Public Building Commission, McLean County and the City of Bloomington for the old Champion Building and the expansion of the parking garage. (The last debt service payment for this issue is 11-01-2022.)
7. Abatement for tax levy for \$15,600,000 Variable General Obligation Bonds, Series 2004. (The last debt service payment for this issue is 06-01-2024.)
8. Abatement for tax levy for \$29,455,000 Taxable General Obligation Bonds, Series 2004. (The last debt service payment for this issue is 06-01-2034.)
9. Abatement for tax levy for \$9,900,000 Fixed General Obligation Bonds, Series 2005. (The last debt service payment for this issue is 06-01-2026.)
10. Abatement for tax levy for \$10,000,000 Fixed General Obligation Bonds, Series 2007. (The last debt service payment for this issue is 06-01-2032.)

Staff respectfully requests that the Resolutions be adopted.

Respectfully,

Barbara J. Adkins  
Deputy City Manager

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 – 81**

**A RESOLUTION ABATING TAX LEVY FOR \$11,650,000 GENERAL  
OBLIGATION BONDS, SERIES 1995**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City Council on February 27, 1995 passed Ordinance No. 1995 - 8, “An Ordinance Authorizing the Issuance of \$11,650,000 General Obligation Bonds, Series 1995 of the City of Bloomington”; and

WHEREAS, Section 8 of said Ordinance included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Section 8 provided for the levy of \$1,198,912.50 in 2008 to pay off a portion of said principal and interest due in 2008, but the City of Bloomington has funds on hand available to pay such principal and interest.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2008 payable in 2009 and on account of the aforesaid \$11,650,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the remaining \$1,198,912.50 in real estate taxes for levy 2008.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**RESOLUTION NO. 2008 – 82**

**A RESOLUTION ABATING TAX LEVY FOR \$4,965,000 GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 1994**

WHEREAS, the City of Bloomington is authorized under the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) to issue general obligation bonds for the purpose of financing improvements in the increment financing areas; and

WHEREAS, the City Council on March 28, 1994 passed Ordinance No. 1994 - 25, “An Ordinance Authorizing the Issuance of \$4,965,000 General Obligation Refunding Bonds, Series 1994 of the City of Bloomington”; and

WHEREAS, Section 8 of said Ordinance included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Section 8 provided for the levy of \$445,150.00 in 2008 to pay off a portion of said principal and interest due in 2009, but the City of Bloomington has funds on hand available to pay such principal and interest.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2008 and on account of the aforesaid \$4,965,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$445,150.00 in real estate taxes.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**RESOLUTION NO. 2008 – 83**

**A RESOLUTION ABATING TAX LEVY FOR MARKET SQUARE TAX  
INCREMENT GENERAL OBLIGATION PURPOSE BONDS, SERIES 1994**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 1975 - 30 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to issue Four Million Nine Hundred Sixty Five Thousand Dollars (\$4,965,000) in Market Square Increment General Obligation Bonds pursuant to Ordinance No. 1994-26, passed March 28, 1994; and

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2008, payable in the year 2009; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues for the 2008 levy of \$438,550.00 payable in the year 2009.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy of \$438,550.00 against taxable property in the City of Bloomington for the year 2008, payable in 2009 and on account of the aforesaid Four Million Nine Hundred Sixty Five Thousand Dollars (\$4,965,000) in Market Square Tax Increment General Obligation Bonds Series 1994 is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the levy year 2008.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**RESOLUTION NO. 2008 – 84**

**A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION BUILDING AND THE EXPANSION OF THE PARKING GARAGE**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001 - 121 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed November 13, 2001; and

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2008, payable in the year 2009; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues in the year 2009.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2008, payable in 2009 for \$919,685.00 and on account of the aforesaid agreement is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2007.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**RESOLUTION NO. 2008 – 85**

**A RESOLUTION ABATING TAX LEVY FOR GENERAL OBLIGATION REFUNDING BONDS, SERIES 2001**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 1975 - 30 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to issue Six Million Three Hundred Eighty Thousand Dollars (\$6,380,000) in General Obligation Refunding Bonds, Series 2001 (of \$6,600,000 authorized) pursuant to Ordinance No. 2001-123, passed November 26, 2001; and

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, \$1,451,600 in taxes would be extended against all the taxable property within the City of Bloomington for the tax year 2008, payable in the year 2009; and that \$182,100 of this amount has already been abated leaving a remainder of \$1,269,500 to be levied for the tax year 2008, payable in 2009; and that there are surplus funds on hand from other revenues and interest from the investment of these revenues in an amount sufficient to pay an additional \$1,193,680 of the principal and interest due on said issues in the tax year 2008.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the tax year 2008, payable in 2009 and on account of the aforesaid Refunding Bond Issue, Series 2001 is hereby partially abated by an additional \$1,193,680 of the amount due, leaving a net levy of \$75,820 to be levied for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed to extend the same on the tax books of the City of Bloomington property for the tax levy year 2008.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**RESOLUTION NO. 2008 – 86**

**A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION BUILDING AND THE EXPANSION OF THE PARKING GARAGE**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2003 - 125 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed December 22, 2003; and

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2008, payable in the year 2009; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues in the year 2009.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2008, payable in 2009 for \$229,000.00 and on account of the aforesaid agreement is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2008.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**RESOLUTION NO. 2008 – 87**

**A RESOLUTION ABATING TAX LEVY FOR \$15,600,000 GENERAL  
OBLIGATION BONDS, SERIES 2004**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City Council on September 27, 2004 passed Ordinance No. 2004 - 90, “An Ordinance Providing For The Issue Of General Obligation Demand Bonds, Series 2004, Of The City Of Bloomington, McLean County, Illinois, And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal Of and Interest On Such Bonds And For Certain Revenue Sources To Pay The Principal Of And Interest On Such Bonds, And Related Matters”; and

WHEREAS, Article III of said Ordinance included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Article III provided for the levy of \$1,236,000 in tax year 2008 to pay off a portion of said principal and interest due in 2009, but the City of Bloomington has funds on hand available to pay such principal and interest.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2008 payable in 2009 and on account of the aforesaid \$15,600,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$1,236,000.00 in real estate taxes for levy 2008 payable in 2009.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**RESOLUTION NO. 2008 – 88**

**A RESOLUTION ABATING TAX LEVY FOR \$29,445,000 TAXABLE  
GENERAL OBLIGATION BONDS, SERIES 2004**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City Council on April 12, 2004 passed Ordinance No. 2004 - 21, “An Ordinance of the City of Bloomington, McLean County, Illinois, Providing for the Issuance of Taxable General Obligation Bonds, Series 2004, Providing the Details of Such Bonds and for a Levy of Taxes to Pay the Principal of and Interest on Such Bonds, and Related Matters”; and was amended by Ordinance No, 2004 - 49 passed on June 28, 2004; and

WHEREAS, Section 8 of said Ordinance 2004-21 included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Section 8 provided for the levy of \$2,750,000.00 in 2008 to pay off a portion of said principal and interest due in 2009, but the City of Bloomington has funds on hand available to pay such principal and interest, and that \$896,868.00 has previously been abated leaving a remaining balance for the 2008 levy of \$1,853,132.00.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2008 payable in 2009 and on account of the aforesaid \$29,445,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the remaining \$1,853,132.00 in real estate taxes for levy 2008.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**RESOLUTION NO. 2008 – 89**

**A RESOLUTION ABATING TAX LEVY FOR \$9,900,000 GENERAL  
OBLIGATION BONDS, SERIES 2005**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City Council on October 24, 2005 passed Ordinance No. 2005 – 109, “An Ordinance Of The City Of Bloomington, McLean County, Illinois, Providing For The Issuance Of General Obligation Demand Bonds, Series 2005, Providing the Details of Such Bonds And For The Levy Of Taxes To Pay The Principal Of and Interest On Such Bonds And For Certain Revenue Sources To Pay The Principal Of And Interest On Such Bonds, And Related Matters”; and

WHEREAS, Article 8 of said Ordinance included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Article 8 provided for the levy of \$737,969.38 in tax year 2008 to pay off a portion of said principal and interest due in 2009, but the City of Bloomington has funds on hand available to pay such principal and interest.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2008 payable in 2009 and on account of the aforesaid \$9,900,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$737,969.38 in real estate taxes for levy 2008 payable in 2009.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk



**RESOLUTION NO. 2008 – 90**

**A RESOLUTION ABATING TAX LEVY FOR \$10,000,000 GENERAL OBLIGATION BONDS, SERIES 2007**

**ABATEMENT CERTIFICATE**

Pursuant to Ordinance No. 2007-70, an Ordinance of the City of Bloomington, McLean County, Illinois, providing for the issuance of general obligation bonds, Series 2007, providing the details of such bonds and for a levy of taxes to pay the principal of and interest on such bonds and for certain revenue sources to pay and secure the principal of and interest on such bonds, and related matters, adopted by the City Council of the City of Bloomington, Illinois (the “Issuer”) on July 23, 2007 (as supplemented and amended, with respect to which undefined terms herein shall have the meanings therein, collectively, the “Bond Ordinance”), the undersigned, as Mayor and City Treasurer of the City of Bloomington, Illinois, hereby certify to the McLean County Clerk that it is appropriate to reduce by abatement the tax levies for the year 2008 (to be received in 2009 as provided in Section 9 of the Bond Ordinance (filed on August 16, 2007, with such County Clerk), as follows:

<b>Tax Levy</b>	<b>Amount</b>	<b>New Levy Amount To Continue After Abatement</b>
<b><u>For the Year:</u></b>	<b><u>Abated(\$)</u></b>	<b><u>A Tax Sufficient to Produce the Sum of (\$):</u></b>
2008	713,450.00	161,550.00 (instead of 875,000)

The County Clerk is hereby directed to abate taxes as set forth above and to ascertain the rate per cent required to produce the aggregate tax hereinabove provided to be levied in 2008, inclusive, as shown above to be levied, and to extend the same for collection on the tax books in connection with other taxes levied in such year, in and by the Issuer for general corporate purposes of the Issuer, and in such year levied and collected in like manner as taxes for general corporate purposes for such year is levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein described as the same become due and payable. The tax levy shall be abated AND CONTINUED as shown above. Otherwise the Bond Ordinance shall be given effect according to its terms.

We certify compliance with the Bond Ordinance for this filing.

Barbara J. Adkins  
City Treasurer

Stephen F. Stockton  
Mayor

**Receipt**

The County Clerk hereby acknowledges receipt of the above Abatement Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and agrees to abate (and continue to extend with respect to the Bond Ordinance, as shown above) the taxes as therein provided.

---

County Clerk

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Resolutions be adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Highway Authority Agreement/Leave-in-place Agreement

Mac's Convenience Store #1211 is located at 513/515 South Clinton Street, on the northwest corner of Clinton Street and Oakland Avenue. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into Oakland Avenue, the public alley right of way, and into adjoining properties.

Based on a study completed by American Environmental Corporation, the contamination in the right-of-way is deep enough that it will not impact maintenance of the street or most utilities. In the past, the City has executed a Leave-in-place or Highway Authority Agreement for similar situations. As all items are in order, staff respectfully recommends that the agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

### **HIGHWAY AUTHORITY AGREEMENT**

This agreement is entered into this 8<sup>th</sup> day of January, 2008 pursuant to 35 Ill. Adm. Code 742.1020 by and between (1) C-Store Realty 1 LLC ("Owner/Operator") and (2) the City of Bloomington ("Highway Authority"), collectively known as the "Parties."

WHEREAS, C-Store Realty 1 LLC is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 515 South Clinton Street, Bloomington, Illinois;

WHEREAS, as a result of one or more releases of contaminants from the above referenced Site, soil contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's Right of Way (Oakland Avenue and public north-south alley adjacent to site);

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the City of Bloomington and Agency approved limited groundwater ordinance will address the groundwater contamination residing or could potentially reside below the Right of Way. This agreement does not address groundwater contamination.

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident numbers 900051 and 932374 to the Release.
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current estimated extent of soil contamination and the modeled extent of groundwater contamination above the applicable Tier 1 remediation objectives as a result of the Release(s).
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 remediation objective, its Tier 1 objective, and its concentrations within the zone where Tier 1 remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.
5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's Right of Way that is governed by this agreement ("Right of Way"). Because Exhibit C is not a surveyed plat, the Right of Way boundary may be an approximation of the actual Right of Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right of Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right of Way.
7. The Highway Authority agrees to prohibit within the Right of Way all potable and domestic

uses of groundwater exceeding Tier 1 remediation objectives.

8. The Highway Authority further agrees to limit access by itself and others to soil within the Right of Way exceeding Tier 1 remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right of Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right of Way under permit have the right to remove soil from the Right of Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right of Way, and make all existing permits for work in the Right of Way, subject to the following or a substantially similar condition;

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right of Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 remediation objectives of Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
10. The Agency shall be notified of any transfer of jurisdiction over the Right of Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right of Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
14. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified, or amended only upon the written consent and agreement of the Parties.

15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management  
Bureau of Land  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, IL 62974-9276

Property Owner or Owner/Operator

C-Store Realty 1 LLC  
Attn: Alan Cubberley  
935 East Tallmadge Avenue  
Akron, OH 44310

Contact at Highway Authority

City of Bloomington  
Legal Department  
P.O. Box 3157  
Bloomington, IL 61702-3157

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

City of Bloomington

Date: December 9, 2008

By: Stephen F. Stockton  
Title: Mayor

Property Owner or Owner/Operator

Date: January 8, 2009

By: Alan Cubberly  
Title: Environmental Rem. Manager

**Alderman Huette questioned if the City would have liability in the future for the contaminated soil. Tom Hamilton, City Manager, responded negatively. There were various locations throughout the City which had this type of agreement. The following motion was the second piece required by the Environmental Protection Agency (EPA). Both motions must pass.**

**Alderman Huette questioned the benefit of this agreement. Mr. Hamilton responded that it allowed the material to stay where it was. The City did not have to dig up the streets to get to it. The contaminated soil's depth poses no future hindrance to the City's plans.**

**Alderman Sage questioned redevelopment on the land and if the City would be responsible for the cleanup in the long term. Mr. Hamilton responded negatively. This agreement between the City and the EPA applied only to the soil under the right of way. Any contamination on the land other than the right of way was between the property owner and the EPA.**

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply

Mac's Convenience Store #1211 is located at 513/515 South Clinton Street, on the northwest corner of Clinton Street and Oakland Avenue. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into Oakland Avenue, the public alley right of way, and into adjoining properties.

Tests showed contamination from some substances above acceptable levels in the groundwater around the site. There is no further action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of coming into contact with the water through wells. The Illinois Environmental Protection Agency (IEPA) requires that the City pass an Ordinance prohibiting the use of groundwater as a potable water supply within the effected area as a requirement for issuance of a "No Further Remediation" letter to protect the public from that possibility.

Council has approved similar Groundwater Ordinances for other contaminated locations in the past. Staff respectfully recommends approval.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**ORDINANCE NO. 2008 - 79**

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the City of Bloomington, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, Illinois;

**SECTION 1: Use of groundwater as a potable water supply prohibited.**

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited within a polygon whose corners are described by the following Illinois State Plane East Zone Metric Coordinates based on the North American Datum of 1983 (NAD 83) and as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

Point	Northing	Easting
1	42,902	244,683
2	422,903	244,790
3	422,836	244,792
4	422,836	244,785
5	422,781	244,786
6	422,779	244,685

**SECTION 2: Penalties.**

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50.00 nor more than \$100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 3: Definitions.

Person is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

Potable water is any water for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION 4: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION 5: Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION 6: Effective date.

This ordinance shall be in full force and effect from and after its passage.

ADOPTED this 8<sup>th</sup> day December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Ordinance be passed.**

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



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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Amending “An Ordinance Describing and Designating an Area Located Partially Within the City of Bloomington, Town of Normal and Unincorporated McLean County as an Enterprise Zone”

The governing bodies of the City, the Town of Normal and the County of McLean have taken action several times in the last two (2) years to revise the boundaries of the Enterprise Zone in order to facilitate the construction of the Horizon Wind Farm project. The proposed Ordinance actually reduces the size of the Enterprise Zone.

The public hearing on the proposed amendment to the Enterprise Zone was held on November 21, 2008. The Normal Town Council is scheduled to vote on this matter on December 15, 2008, with the McLean County Board voting on this matter on December 16, 2008. Staff respectfully recommends that the Ordinance be passed.

Respectfully,

J. Todd Greenburg  
Corporation Counsel

Tom Hamilton  
City Manager

**ORDINANCE NO. 2008 - 80**

**AN ORDINANCE AMENDING “AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE”**

WHEREAS, the City of Bloomington did on December 26, 1984, adopt Ordinance No. 1984 - 131, which ordinance describes and designates an area located partially within the City of Bloomington, Town of Normal and unincorporated McLean County as an Enterprise Zone; and

WHEREAS, the City of Bloomington did on February 25, 1985, by Ordinance No. 1985-10, amend Ordinance No. 1984 - 131 by revising the functions of the designated zone organizations and the powers and duties of the zone administrator; and

WHEREAS, the City of Bloomington did on October 28, 1985, by Ordinance No. 1985-103, amend Ordinance No. 1984 - 131 by lengthening the duration of the Enterprise Zone and providing certain tax abatements therein; and

WHEREAS, the City of Bloomington did on May 27, 1986, by Ordinance No. 1986-56 amend Ordinance No. 1984 - 131 by amending the territory included in the Enterprise Zone; and

WHEREAS, the City of Bloomington did on December 14, 1998, by Ordinance No. 1998-118 amend Ordinance No. 1984 - 131 by extending the duration of the Enterprise Zone to December 31, 2005, and removing local tax incentives in the Enterprise Zone post December 31, 1998; and

WHEREAS, the City of Bloomington did on December 27, 2005 by Ordinance No. 2005 - 144 amend Ordinance No. 1984 - 131 by amending the territory included in the Enterprise Zone; extending the duration of the Enterprise Zone to December 31, 2015; adopting an Enterprise Zone certification fee; enacting a technical correction regarding the issuance of a Certificate of Eligibility for Sales Tax Exemption in order to claim a sales tax exemption on building materials for eligible projects; and clarifying that the local sales tax exemption on building materials for eligible projects is available for nonresidential projects; and

WHEREAS the City of Bloomington did on June 26, 2006, by Ordinance No. 2006 - 66, amend Ordinance No. 1984-131 by amending the territory that was added to the Enterprise Zone pursuant to Ordinance No. 2005-144; and

WHEREAS the City of Bloomington did on March 13, 2007, by Ordinance No. 2007 - 10, amend Ordinance No. 1984 - 131 by amending the territory that was added to the Enterprise Zone pursuant to Ordinance No. 2005 - 144, which territory was subsequently amended by Ordinance No. 2006 - 66; and

WHEREAS the City of Bloomington did on August 14, 2007, by Ordinance No. 2007 - 73, amend Ordinance No. 1984 - 131 by amending the territory that was added to the Enterprise Zone pursuant to Ordinance No. 2005 - 144, which territory was subsequently amended by Ordinance No. 2006 - 66 and Ordinance No. 2007 - 10; and

WHEREAS the City of Bloomington now desires to enact certain amendments to the Enterprise Zone to further amend the territory that was added to the Enterprise Zone pursuant to Ordinance No. 2005 -144, which territory was subsequently amended by Ordinance No. 2006 - 66, Ordinance No. 2007 - 10, and Ordinance 2007 - 73; and

WHEREAS, a public hearing regarding such amendments has been held as provided by law.

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

SECTION ONE: That Appendix “A”, which is attached to Ordinance No. 1984 - 131 and incorporated by reference in Section One of said ordinance and amended by Ordinance No. 1986 - 56, Ordinance No. 2005 - 144, Ordinance No. 2006 - 66, Ordinance No. 2007 - 10, and Ordinance No. 2007 - 73, shall be, and the same is, hereby further amended with respect to the territory added by Ordinance No. 2005 - 144 and amended by Ordinance No. 2006 - 66, Ordinance No. 2007 - 10, and Ordinance No. 2007 - 73 by deleting in its entirety the “Amendment to Appendix A” attached to Ordinance No. 2007 - 73 and replacing it with the “Amendment to Appendix A”, a copy of which is attached hereto and incorporated herein by reference.

SECTION TWO: That the provisions of Ordinance No. 1984 - 131 as previously amended and as hereby amended, being “An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone” shall remain in full force and effect.

SECTION THREE: That this ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION FOUR: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as required by law and forward a certified copy of this ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this ordinance with the County Clerk for McLean County.

SECTION FIVE: That this ordinance is adopted pursuant to the authority granted the City of Bloomington by the Illinois Enterprise Zone Act, and pursuant to Home Rule Authority.

SECTION SIX: That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

PASSED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**AMENDMENT TO APPENDIX A**

The 250 page legal description is on file in the Office of the City Clerk and attached hereto by reference.

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Ordinance be passed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by Gailey Eye Clinic, Inc., requesting the Vacation of Scott Street right of way located between Center Street and Main Street – Case V-01-08, (Ward 7)

This item appeared before the Council at the November 10, 2008 meeting. The Council approved a motion to lay this item over until the Council's December 8, 2008 meeting. City staff has met with the Petitioner's attorney and reviewed the options provided by Alderman Purcell. A neighborhood meeting will be held later this month. At this time, there is not a final resolution. The Petitioner has requested that this item be laid over until the Council's January 12, 2009 meeting. This action would allow for a review and evaluation of all options.

City staff respectfully request that this item be laid over until the Council's January 12, 2009 meeting.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Alderman Purcell requested this item be laid over until the January 12, 2009 Council Meeting. He would like to meet with representatives from Gailey Eye Clinic as well as have a neighborhood meeting regarding this issue. He believed they could reach a compromise where patient safety could be enhanced while still retaining a historic street.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the item be laid over until the Council's January 12, 2009 meeting.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of West Bloomington Neighborhood Plan

At the Council's April 28, 2008 meeting, the City agreed to be a funding sponsor for the West Bloomington Neighborhood Plan. The process was initiated by a consortium of neighborhood groups, the Community Development Corporation of Bloomington Normal, (the Economic Development Council), State Farm Bank, and the City. Teska Associates, Inc. utilized a grass roots planning process which brought together neighborhood interests. A strategy has been proposed which will move the area ahead in terms of economic development, housing, education, and sustainability. The area involved in the plan is bounded by Locust St. on the north, Lee St. on the east, Taylor St. on the south, and Morris Ave. on the west.

The first phase was completed and a Community Summit was held at Mt. Pisgah on May 8, 2008. The City provided funding for the remaining half of the process. It was anticipated that the work would be completed by November 2008. Another meeting was held at Mt. Pisgah on

October 14, 2008 to review the draft strategies and goals contained within the plan. The Council has been provided with a copy of the final plan. The plan includes implementation actions.

City staff believes that if successful, this planning process may be a model that could be applied to other neighborhoods in the future. City staff respectfully request that the West Bloomington Neighborhood Plan be approved.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Tom Hamilton, City Manager, introduced Teska Associates. Teska would explain the final plan, which had taken several months to complete. There had been more community support for this project than any other he had seen in the past thirty (30) years. A partnership between the Economic Development Council (EDC), State Farm and the City had pushed this project forward. There had been many volunteer hours throughout the community for this project.**

**Scott Goldstein, Teska Associates' Principal, addressed the Council. Mr. Goldstein outlined the plan area. He appreciated the fact that Aldermen attended the meetings. The EDC provided initial credibility, State Farm contributed the down payment, and the City took a proactive approach to accomplishing this venture. It was a quality of life planning process. There had been no money requested from the City for the project.**

**The citizens were excited to help. Each meeting was highly participatory. This was not about what the City could do for its residents. It centered on what the community organizations and individuals could do. Teska Associates presented the plan and showed the strategies to meet the objectives.**

**Mr. Goldstein introduced Debra Halpern, Illinois Wesleyan University (IWU). Ms. Halpern described the youth and education projects. Many great things were happening. The first step was to identify existing resources and assets. Collaborative opportunities needed to be recognized in order to serve the youth of the community.**

**Ms. Halpern explained the importance of trust between the project, its stakeholders and the community's youth. Individuals from the community had wonderful ideas about what they would like to see in their neighborhood. The project's directive was to help them do what they thought would be a benefit. IWU started an exciting process of a college preview day. Thirty-seven (37) youth attended. It was hoped this would continue in future years.**

**Mr. Goldstein explained the Computer Rehabilitation Program. The school district participated in this venture. This was a matter of reaching out into the community to engage youth. The informal setting attracted children who would not participate in a**

traditional program. Children who participated in a traditional program were not the targeted group for this project.

Mr. Goldstein introduced Heather Paul, Community Development, State Farm Insurance. Ms. Paul noted the spirit of collaboration throughout the community. Everyone was busy and it was hard to find the right time to proceed with this venture. This was the right time. It had been an enlightening experience for those involved.

The community was rich in resources and programs. Explaining the benefits of the area to those who needed the benefits was not always easy. Communication was key to this process. Different populations had different needs. It was important to communicate appropriately with each group.

There had been an increase in foreclosures because of the economic situation. The neighborhoods worked with a variety of agencies to address these concerns. The Bloomington Housing Authority was creating a Renter's Training Program. This would help renters understand their rights. Financial education programs for first time home buyers and owners would also be offered.

Safety was a large concern in the area. The neighborhood watch programs would be improved. Getting to know your neighbor and having a connection to the area would also help with keeping individuals safe. All of these things affect the quality of life in the area.

Mr. Goldstein introduced Marty Vanags, Economic Development Council's (EDC) Chief Executive Officer. Mr. Vanags explained his directive had been to increase interest in economic development. There needed to be retail opportunities, but also individuals with jobs who could use the retail establishments.

Rehabilitation of structures from small manufacturing businesses was extremely important to the area. There also needed to be growth of existing businesses. New business start ups could receive a micro enterprise loan through the EDC.

Transit service was a large topic. It was being researched if the west side can obtain better transit services.

A major issue was the need to rebrand the west side. There would be work force development training and new initiatives available.

Mr. Goldstein noted several general projects had been highlighted. The issue became how to make it real to residents. Some of the projects had already started. It was important to make the area more inviting to businesses and investors. This was not the area for big box stores. Smaller retailers would find a demand for products due to the density of the population. Currently, west side residents travel to other areas within the City for purchases because there was so little retail in their neighborhoods.

**This study built on the Form Based Code (FBC). It was compatible with what the FBC study determined for the area. There would be consistency.**

**The next step for the City would be to approve the plan as a policy document. The community needed to move forward with the business plan. Private funding was necessary to support this plan.**

**All of the implementation items within the plan had an individual attached to it as the contact. It had been determined early in the process that if there was not support to follow an idea through, then the idea was nothing but an idea. These implementation items were valued enough to have liaisons attached.**

**Alderman Schmidt questioned the time table for implementation. The Council needed to know the next steps for implementation. Mr. Goldstein noted the business plan should be completed within the next two (2) months. It would determine how much money was necessary to move this project along and where future funding would come from. Possible funding sources include foundations, individuals, and corporations. Core funding would need to be acquired within the next three (3) years. The implementation items would occur over the next five (5) years.**

**Alderman Huette acknowledged the plan. He questioned if the City had a point person for this venture. Mr. Hamilton noted that was the next piece within the business plan. He referenced the back of the West Bloomington Neighborhood Plan which listed the entities involved with this process. This entire project does not fall on the City. Groups needed to continue to work together to keep up this project's momentum. Alderman Huette was encouraged by the neighborhood participation. Keeping the excitement was a concern. Mr. Hamilton stated the City would have a role throughout this process. He believed Alderman Schmidt would not let this issue die. Alderman Schmidt reminded the Council that the final version of this plan had been distributed to the Council a couple of weeks ago.**

**Mayor Stockton acknowledged the business plan and questioned how best to carry it forward. He cited the plan was not just about spending money. There was private funding and grants associated with this process. It would affect the City's budget on some level, but it was not a large amount. There had been cooperation between more than two (2) dozen community organizations for this venture. Volunteerism had been demonstrated. He appreciated all those who participated in this project. He noted he had the opportunity to work with the groups. He hoped the efforts continued. It was a wonderful start.**

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

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

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



**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Mayor

Subject: Employment Agreement between the City of Bloomington and New City Manager David Hales; Ordinance Establishing the Salary of the City Manager

On November 19, 2008, the City Council met in closed session and conducted final interviews for the City Manager position. The City Council has tentatively agreed to a total base salary of \$150,000.00. Contribution into an ICMA Section 457 deferred compensation account will be at Mr. Hales' discretion. In addition, the City Manager will be granted a vehicle allowance.

The City Council also reviewed the proposed Employment Agreement between the City and Mr. David Hales. The Agreement was based on a suggested model employment contract drafted by the Illinois City Manager's Association.

The intent of the Agreement is to give the City Manager a measure of employment security while giving the City Council adequate remedies in the event the City Manager neglects his duties, engages in illegal activities, or otherwise disregards lawful directive of the City Council.

The contract is for a definite term. The Council has the ability to terminate the employment of the City Manager for reasons other than misconduct in office at any time. In cases where the City Manager's employment is terminated for non-disciplinary reasons, the Agreement sets forth provisions for termination and severance pay. If termination occurs before expiration of the employment term and Mr. Hales is willing and able to perform his duties, the City Manager would be entitled to severance pay equal to twelve months aggregate salary, allowances, and benefits.

The Council retains the ability to terminate the City Manager for just cause at any time after written notice to the City Manager and a public hearing.

The Agreement also provides for annual performance evaluations of the City Manager.

The Employment Agreement and the Salary Ordinance are in the best interest of the City. As Mayor, I recommend approval of the Agreement and passage of the ordinance.

Respectfully,

Stephen F. Stockton, Mayor

## **CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND DAVID A. HALES**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of December, 2008, by and between the City of Bloomington, Illinois, a municipal corporation, hereinafter called "The City", as party of the first part, and David A Hales, hereinafter called "The Manager", as party of the second part, both of whom understand as follows:

### **WITNESSETH:**

WHEREAS, the City has a Council-Manager form of government pursuant to referendum, and

WHEREAS, the City desires to employ the services of David A. Hales as City Manager of the City of Bloomington as provided by the City Code of the City of Bloomington, 1960, as amended; and Article 5 of Chapter 65 of the Illinois Municipal Code, Illinois Compiled Statutes, 2008, as amended; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Manager; and

WHEREAS, it is the desire of the Council to (1) retain the services of the Manager and to provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring the Manager's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Manager, and (4) provide just means for terminating the Manager's services at such time; and

WHEREAS, the Manager desires employment as City Manager of the City of Bloomington;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

### **SECTION ONE: DUTIES**

The City hereby agrees to employ said David A. Hales as City Manager of said City to perform the functions and duties specified in said City of Bloomington City Code, 1960, as amended, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign, and as provided by law.

### **SECTION TWO: TERM**

- A. This Agreement shall commence on the date it is signed by the last party to sign the agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 4, of this Agreement. This Agreement shall terminate on the date of the term of office of the Mayor, April 30, 2009. The City Manager shall commence his duties no later than January 12, 2009.

- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from his position with the City, subject only to the provisions set forth in Section 4 of this Agreement.
- C. The Manager agrees to remain in the exclusive employ of the City until April 30, 2009, and neither to accept other employment nor to become employed by any other City until said termination date, unless said termination date is affected as hereinafter provided.
- D. The Manager shall not be prohibited from occasional teaching, writing, consulting or self-employment activities not in conflict with the City's interests.

### SECTION THREE: SUSPENSION AND TERMINATION

The City may suspend or terminate the Manager with full pay and benefits at any time during the term of this Agreement, but only if:

- A. The Manager and a majority of the Council agree, or
- B. After a public hearing, a majority of the Council votes to suspend or terminate the Manager for just cause; provided, however, that the Manager shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council. Just cause is defined as the commission of any act involving moral turpitude which places the City into disrepute or intentional disobedience to or negligence in following lawful directives of the City Council as expressed in its legislative actions or its annual evaluation of the City Manager.

### SECTION FOUR: TERMINATION AND SEVERANCE PAY

- A. The Manager may be terminated by a majority vote of the members of the full governing body at a duly authorized public meeting. Further, if the City acts to amend any provisions of the ordinance pertaining to the role, duties, powers, authority and responsibilities of the Manager's position that substantially changes the nature of the position and/or the form of government, then the Manager may declare that such amendments constitute a termination.

In the event a termination of the Manager occurs before expiration of the aforesaid term of employment and during such time that the Manager is willing and able to perform his duties under this Agreement, then in that event, the City agrees to pay the Manager a lump sum cash payment equal to twelve (12) months aggregate salary, allowances, and benefits as severance pay as defined in this Agreement. The Manager shall also be compensated for all accrued and earned vacation leave at the time of termination. The severance pay or lump sum cash payment equal to twelve (12) months aggregate salary, allowances, and benefits together with compensation for all accrued and earned vacation leave will also be paid by the City in the event a new employment agreement with similar terms and conditions of employment is not

entered into within thirty (30) days of the termination date of this agreement by the new Mayor and City Council. However, in the event the Manager is terminated because of his conviction of any illegal act involving personal gain to him, or any felony or entering into a plea or other agreement for such an offense, then in that event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

- B. In the event the Manager voluntarily resigns his position, notwithstanding the resignation provisions in paragraph A above, before expiration of the aforesaid term of his employment, then the Manager shall give the City two (2) months notice in advance in Executive Session, unless the parties otherwise agree, and the Manager shall not be entitled to any severance pay, as provided in Paragraph A of this Section.

#### SECTION FIVE: DISABILITY

If the Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this agreement, subject to the severance pay requirements of Section Four, paragraph A. However, the Manager shall be compensated for any accrued vacation and other applicable benefits.

#### SECTION SIX: SALARY

The City agrees to pay the Manager for services rendered pursuant hereto an annual base salary of one hundred and fifty thousand dollars and no cents (\$150,000.00) payable in installments at the same time as other employees of the City are paid. In addition, the Council agrees to increase said salary and/or other benefits of the Manager in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of any initial or annual salary review of said Manager made at the time of the performance evaluation specified in Section Seven. Upon the receipt of satisfactory performance evaluation reviews per Section Seven, the Manager shall be granted merit increases to the Manager's base salary at the discretion of the Council. In the event the City adopts a practice of cost of living increases or economic adjustment increases for non-bargaining unit managers and employees of the City, such increases shall be provided to the Manager's base salary in the same manner as such other managers and employees. In addition, the Council may, at their sole discretion, grant bonuses and/or additional benefits or compensation for performance excellence or meritorious service. The Manager is eligible to participate in any deferred compensation programs offered by the City to its employees.

#### SECTION SEVEN: PERFORMANCE EVALUATION

- A. The Council shall review and evaluate the performance of the Manager at least once annually. The Council and the Manager shall in accordance with specific performance and similar criteria develop said review and evaluation jointly. Said criteria may be added to or deleted from as the Council may from time to time determine, in

consultation and agreement with the Manager.

- B. On or before April 30<sup>th</sup> of each year, the Council and the Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations, as specified, and the annual operating and capital budgets and appropriations provided.

#### SECTION EIGHT: DISABILITY, HEALTH, DENTAL AND LIFE INSURANCE

The City agrees to provide the Manager disability, health, dental, and life insurance as provided for all other non-bargaining unit managers of the City.

#### SECTION NINE: PROFESSIONAL DEVELOPMENT

The Manager and the City acknowledge the importance of the continued professional development of the Manager. In this regard, the City agrees to pay for the professional dues associated with the Manager's full participation and membership in the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA). The City further agrees to pay for reasonable registration and travel expenses associated with the Manager's attendance and participation in the annual conferences of the ICMA and the ILCMA. The City also agrees to pay for reasonable travel and registration costs associated with the Manager's participation in other professional development activities that are deemed appropriate by the City.

#### SECTION TEN: INDEMNIFICATION

The City agrees to defend, save harmless, and indemnify the Manager against any liability claim or other legal action arising out of any alleged act or omission occurring in the performance of the Manager's duties as City Manager, provided, however, that such indemnification shall not be extended to any criminal acts or acts involving moral turpitude or any judgment representing an award of punitive or exemplary damages in accordance with state statute.

#### SECTION ELEVEN: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. All provisions of the City Code, and regulations and rules of the City relating to sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Manager as they would to other non-bargaining unit managers of the City, in addition to said benefits enumerated specifically for the benefit of the Manager except as herein provided.
- B. The Manager shall receive four (4) weeks of paid vacation annually, effective and commencing on the first day of his employment, until he reaches the point in the

vacation schedule for non-bargaining unit managers of the City where he would be eligible for more than four (4) weeks vacation, in which case he shall accrue at the same rate as other non-bargaining unit managers of the City.

- C. Temporary Housing. The parties recognize that the Manager will be required to move from his current residence to the City of Bloomington. The City shall reimburse the Manager for temporary housing in the City of Bloomington for reasonable and customary rates for a period not to exceed ninety (90) days, not to exceed \$4,500.00 (four thousand, five hundred dollars) for such period. The Manager shall establish permanent residency within the City within six (6) months from the effective date of this Agreement, with the City extending such time period if extenuating circumstances exist.
- D. Relocation Expenses. The Manager shall obtain two (2) quotes from reputable, bonded and insured moving companies engaged in the relocation business, and must use the lower quote unless he obtains permission from the City to use the higher estimate. The total costs of relocation reimbursement by the City shall be capped at \$18,000.00 (eighteen thousand dollars) for moving expenses and up to two (2) house hunting trips. If the Manager resigns within one (1) year from his date of hire, such amounts shall be repaid to the City.
- E. Allowance for use of personal automobile for City business. The Manager shall receive the amount of \$475.00 (four hundred seventy five dollars) per month to reimburse him for the use of his personal automobile within fifty (50) miles of the City while on City business. The monthly allowance may be raised annually during, and in the same process, as the Manager's salary increase review. The City also agrees to reimburse the Manager for mileage for out-of-town travel associated with City business, at a rate commensurate with the rates provided to other employees of the City.
- F. General Expenses. The City recognizes that certain expenses incurred by the Manager are of a non-personal and generally job-affiliated nature. Within governing policies and practices of the City, the City hereby agrees to reimburse or to pay said general expenses, and the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits. Within governing policies and practices of the City, the Manager shall be issued a City corporate credit card for use in paying for general and other appropriate expenses and the Manager agrees to abide by any rules, regulations, policies and procedures in effect at the time of issuance, or thereafter amended by the City regarding the use of any corporate credit cards or credit accounts.

## SECTION TWELVE: NO REDUCTION OF BENEFITS

The City shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of the Manager, except to the degree of such a reduction across-the-board for all non bargaining unit managers of the City.

SECTION THIRTEEN: GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Bloomington

December 9, 2008

Stephan F. Stockton  
Mayor

Attest:

Tracey Covert  
City Clerk

December 6, 2008

David Hales  
City Manager

**ORDINANCE NO. 2008 - 81**

**AN ORDINANCE ESTABLISHING THE SALARY OF THE CITY MANAGER**

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

SECTION 1. Effective no later than January 12, 2009, the salary of the City Manager shall be \$150,000.00 per year.

SECTION 2. This Ordinance shall take effective on or before the 12<sup>th</sup> day of January, 2009.

PASSED this 8<sup>th</sup> day of December, 2008.

APPROVED this 9<sup>th</sup> day of December, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Mayor Stockton noted for the past four (4) months, the Council had been working with a search firm to find the new City Manager. This person was the Council's selection. They believed he was the best choice for the City. There had been much publicity regarding the new City Manager. The contract with the new City Manager would be posted on the City's website, now that it was agreed upon.**

**Alderman Schmidt commented on the Council's agreement with this decision. There were wonderful candidates to choose from. It was a great experience for the group.**

**Alderman Fruin believed it had been the right decision to hire the PAR Group as the search firm. The Council was criticized for this decision, but in the long run, it was the best decision for the City. He thanked Emily Bell, Human Resource Director, for her assistance and coordination throughout the process.**

**Alderman Stearns cited the email sent out by Alderman Fruin outlining concerns regarding the new City Manager's salary. She believed the reasons behind the salary rate were the prospective City Manager's financial management experience, his ethics and transparency. He seemed extremely dedicated and would save the City money in the long run.**



**Alderman Sage echoed Alderman Fruin's statements regarding Ms. Bell's assistance during this process. He also thanked Mayor Stockton for his leadership and commitment. Mayor Stockton believed the results were good.**

**Alderman Hanson echoed Alderman Sage's comments. He also acknowledged Tracey Covert, City Clerk. Her efforts and abilities had been a tremendous help throughout the process. Mayor Stockton appreciated the team effort. Everyone did their part, which resulted in a good outcome.**

**Alderman Purcell thanked all the individuals involved. This was a nationwide search and the Council had outstanding candidates from which to choose. Mr. Hales stood out. The Council would expect a lot of him due to his experience.**

**Mayor Stockton informed the Council that Mr. Hales start date would be between January 5 – 12, 2009. He noted Mr. Hales and his wife had purchased a home and were preparing to move.**

**Alderman Gibson stated that the Saturday reception, which offered the public an opportunity to meet Mr. Hales, was well done.**

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

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

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

**Nays: None.**

**Motion carried.**

**MAYOR'S DISCUSSION: None.**

**CITY MANAGER'S DISCUSSION: None.**

**ALDERMEN'S DISCUSSION: Alderman Sage appreciated the work of the Parks and Recreation Department. There were many great family events sponsored by this department. He specifically thanked Dean Kohn, Director of Parks and Recreation.**

**Alderman Sage thanked Doug Grovesteen, Director of Engineering. Morris Avenue was completed and looked great. It had been a Motor Fuel Tax project. Mr. Grovesteen's efforts were appreciated.**

**Alderman Fruin cited the email he had sent to Council members regarding offering an invocation before meetings. Invocations were done within other governmental entities and worthy of a discussion. He had received three (3) responses to his email. One (1) supported the invocation, one (1) opposed the invocation, and one (1) was neutral. The Council could either pursue this, or not.**

**Mayor Stockton noted the Council could take no action on this item at this point. He encouraged the Aldermen to contact Alderman Fruin directly with their comments.**

**Alderman Schmidt stated she was in opposition to an invocation at the beginning of the Council meetings. She did not oppose the content, but the place where the content would be spoken. An Affirmation Statement, outlining why the Council was in place and its obligations to the citizens was a more positive option to her. She appreciated the moment of silence the Council currently practices.**

**Alderman Huette noted he fully supported invocations. However, his preference was that prayer was left to the individual. He believed the moment of silence addressed that. Aldermen Gibson, Stearns and Finnegan echoed his comments.**

**Alderman Fruin noted the status quo, Moment of Silence, seemed the preferred way to proceed.**

**Alderman Fruin reminded the Council of the Code of Conduct he had distributed several months earlier. He was soliciting the Council's feedback. The Code of Conduct was a draft document. It was simple, generic, and outlined the principles and responsibilities of the Council. This document could benefit new and existing elected officials. It showed responsibility and that the role was taken seriously.**

**Mayor Stockton acknowledged Alderman Fruin's efforts in this regard. He believed the Council had a duty to respond.**

**Alderman Gibson stated the Code of Conduct was set up within the oath and statutes. He did not see how a code would accomplish anything further.**

**Alderman Schmidt questioned if the Code of Conduct would require a different standard than what was in place currently.**

**Todd Greenburg, Corporate Counsel, stated the basic issue was a Code of Conduct would not change the form of government. The Aldermen's compliance would be voluntary. Even if an Alderman violated the Code of Conduct, the Council would not have the ability to take any action under Illinois state law.**

**Alderman Sage noted in order for this to be effective, it would need to be short and concise. It needed to promote the City's Mission Statement, and be specific to the Council. He cited the City's Strategic Plan and questioned if some of Alderman Fruin's document could be used toward that instead of as a separate Code of Conduct.**

**Alderman Huette had no issues with the intent of a Code of Conduct. However, he echoed Alderman Gibson's comments regarding this being duplication. There may not be any gain from this. There would be no teeth to it. It would not be enforceable.**

**Mayor Stockton cited discussions by the Council regarding orientation for newly elected officials. It was important to educate people as to their roles within City government. The Council owed Alderman Fruin an answer. If this was something the Council would like to pursue, it would need to be shared with the public to receive feedback.**

**Alderman Purcell thanked Alderman Fruin for his work. Alderman Purcell had compiled reference materials in regards to a Code of Conduct. He had also spoken with staff and elected officials. He believed this type of document needed to be short, direct and outline the City and Council's goals and achievements.**

**Mayor Stockton noted this was still an open question. Alderman Fruin acknowledged the comments he had received. He would take further input for the next week, after which time he would decide whether it was worth pursuing.**

**He acknowledged the Early Retirement Initiative. He noted an early concern was whether there were people in place to take over for the retirees. The department heads were a strong group and he could see the continuity throughout. It was encouraging. He complimented Tom Hamilton, City Manger, and his staff for their work.**

**Alderman Schmidt questioned the status of the Downtown Montgomery Wards building. Mr. Hamilton stated it was owned by Merle Huff. He requested Mark Huber, Director - PACE, come forward to provide an update. Mr. Huber addressed the Council. The building was not vacant. There were businesses and eighteen (18) registered apartments on the upper floors. Staff had instructed Mr. Huff to replace or board up the broken windows, especially on the lower levels. There had been some issues with the Environmental Protection Agency due to asbestos. The majority of those issues were resolved. There were no projects underway currently.**

**Alderman Schmidt questioned the intention of the Living Wage Work Session scheduled for Tuesday, December 9, 2008, from 6:00 – 8:00 p.m. Mayor Stockton noted the information the Council received regarding the referendum. Eighty percent (80%) of voters were in favor of a Living Wage for City employees. The Council needed to sit down and look at other factors such as affordability. This should be an education session for the Council on facts and options available. No action would be taken on this until after a future Public Hearing. The Council needed to take a step back and review all available options.**

**Alderman Purcell questioned when the Council would vote on the Main Street Corridor Form Based Code. Mr. Hamilton stated the City worked with the Town of Normal on this issue. It would go before the Planning Commission in January 2009. He**

hoped it would appear before the Council in February 2009. Formal processes and procedures needed to be followed.

Alderman Purcell hoped to host a neighborhood meeting regarding the Scott Street vacation prior to the Council's January 12, 2009 meeting. This area had a Form Based Code which needed to be taken into account.

Alderman Stearns anticipated attending a Crime Free Multi Housing seminar next week.

Alderman Stearns stated much had been discussed about accountability in the media. She noted the importance of accountability. She expressed her belief that the citizens deserve an explanation regarding the police officer who was home for eight (8) months. The entire Council received letters and calls during the process. The arbitrator was well known and respected in this area, found the police officer's actions were not improper. She questioned Mr. Hamilton as to when the Council would receive the documentation regarding this issue. Mr. Hamilton stated she would receive a response and documentation prior to the next Executive Session.

Alderman Gibson noted it was an unfortunate situation. However, the arbitrator had ruled. This was a discussion regarding something that had already been decided.

Alderman Gibson cited the losses of schools and businesses on the west side. He appreciated the citizens who wished to improve their neighborhoods.

Motion by Alderman Schmidt, seconded by Alderman Purcell, that the meeting be adjourned. Time: 9:20 p.m.

Motion carried.

Tracey Covert  
City Clerk