

**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, March 24, 2008.**

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

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

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

**City Manager Tom Hamilton, City Clerk Tracey Covert, and Asst. Corporate Counsel George Boyle were also present.**

**Staff absent: Todd Greenburg, Corporation Counsel.**

**The following was presented:**

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

The following proclamations have been requested and should be received and placed on file with the City Clerk:

1.     Declaring March 25, 2008 as American Diabetes Alert Day.
2.     Declaring April 5, 2008 as Kiwanis One Day.
3.     Declaring the week of April 6 – 12, 2008 as Money Smart Week.
4.     Declaring April 2008 as National Fair Housing Month.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Mayor Stockton read and presented the Kiwanis One Day Proclamation to Bruce Helling, President of Kiwanis Club of Bloomington. Mr. Helling accepted the proclamation and thanked the Mayor and Council for the recognition. He stated the goal of Kiwanis One Day was to give back to the community.**

**Mayor Stockton read and presented the Money Smart Week Proclamation to Marsha Beeler, Grant Manager Community Development Program, City of Bloomington, and Laurie Peterson, Vice President Community Reinvestment Officer, National City Bank. They accepted the proclamation and thanked the Mayor and Council for the recognition. They explained there were over eighty (80) free seminars dealing with money matters within the Bloomington area during that week.**

**Mayor Stockton read and presented the National Fair Housing Month Proclamation to Otis Evans, Chairman of the Human Relations Commission. Mr. Evans accepted the proclamation and thanked the Mayor and Council for the recognition. He stated that April 11, 2008 was the fortieth (40) anniversary for the Fair Housing Act. There were celebrations planned throughout the United States.**

**Mayor Stockton read the Earth Hour Proclamation. He stated there were several United States cities participating. It would be Saturday, March 29, 2008 from 8:00 – 9:00 p.m. No one was in attendance to receive the proclamation.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the proclamations be made a matter of record.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, 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: Council Proceedings of February 11, 2008**

**The Council Proceedings of February 11, 2008 have been reviewed and certified as correct and complete by the City Clerk.**

March 24, 2008

1413

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 Proceedings of February 11, 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,

Brian J. Barnes  
Director of Finance

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 tenth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$20,820 will have been paid to date for work certified as 83% complete for the Peace Meals. Completion date – April 2008.
2. The tenth partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$6,240 will have been paid to date for work certified as 83% complete for the John M. Scott Home Delivered Meals. Completion date – May 2008.
3. The nineteenth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666.66 on a contract amount of \$400,000 of which \$126,666.54 will have been paid to date for work certified as 32% complete for the McLean County Economic Development. Completion date – August 2011.
4. The ninth and final payment to McLean County Regional Planning in the amount of \$18,261.44 on a contract amount of \$68,500 of which \$68,276.02 will have been paid to date for work certified as 100% complete for the Main Street Corridor – McLean County Regional Planning. Completion date – April 2008.
5. The fourth and final payment to McLean County Soil & Water Conservation in the amount of \$16,942.25 on a contract amount of \$67,769 of which \$67,769 will have been paid to date for work certified as 100% complete for the Professional Services. Completion date - Annual
6. The ninth partial payment to the Pantagraph in the amount of \$5,600.32 on a contract amount of \$35,350.92 of which \$28,052.60 will have been paid to date for work certified as 79% complete for the 2007-2008 Seasonal Advertising Services. Completion date – April 2008.
7. The twenty-first partial payment to Farnsworth Group in the amount of \$4,509.25 on a contract amount of \$203,300 of which \$192,757.01 will have been paid to date for work certified as 95% complete for the Constitution Trail – Grove to Hamilton. Completion date – November 2007.

8. The thirteenth partial payment to McLean County in the amount of \$2,626.63 on a contract amount of \$100,000 of which \$41,877.45 will have been paid to date for work certified as 42% complete for the East Side Corridor. Completion date – April 2008.
9. The twenty-second partial payment to APACE Architects & Design in the amount of \$7,610.98 on a contract amount of \$349,800 of which \$293,175 will have been paid to date for work certified as 84% complete for the Design of Fire Station #5. Completion date – May 2008.
10. The fifth partial payment to McLean Regional Planning Commission in the amount of \$28,125.53 on a contract amount of \$286,387.99 of which \$262,878.44 will have been paid to date for work certified as 92% complete for the Pinnacle Mapping Technologies – Aerial Photography. Completion date – April 2008.
11. The eighth partial payment to Rowe Construction in the amount of \$32,427.30 on a contract amount of \$1,795,000 of which \$1,487,804.85 will have been paid to date for work certified as 82.9% complete for the 2007-2008 General Resurfacing. Completion date – May 2008.
12. The tenth partial payment to Farnsworth Group in the amount of \$13,380.25 on a contract amount of \$130,300 of which \$84,160.83 will have been paid to date for work certified as 65% complete for the Tanner Street – Morris Avenue to Lake Drive. Completion date – April 2008.
13. The fourth partial payment to Clark Dietz, Inc. in the amount of \$3,020.67 on a contract amount of \$305,000 of which \$34,116.50 will have been paid to date for work certified as 11% complete for the Locust/Colton Street Sewer Separations and Water Main Replacement Design. Completion date – May 2008.
14. The sixth partial payment to AB&H in the amount of \$472.50 on a contract amount of \$12,000 of which \$11,197.50 will have been paid to date for work certified as 93% complete for the Sewer Rate Study. Completion date – December 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 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: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of February, 2008

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

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

Respectfully,

Tracey Covert  
City Clerk

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

March 24, 2008

1417

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Report

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

1. Monthly Receipt & Expenditure Report, February, 2008.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

(ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the report be received and placed on file.**

**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: Stephen Stockton, Mayor

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

I ask that you concur with the following reappointments:

Police Pension Board  
Curt Oyer, 2501 E. Washington #3.

His term will expire 4/30/2010.

Library Board

Bill Wetzel, 1323 E. Grove.

Peggy Burton, 24 Chiswick Circle.

Their terms will expire 4/30/2009.

Patsy Bowles, 1208 Elmwood Rd.

Jim Charlesworth, 2203 Foxtail Rd.

Carol Koos, 1316 E. Washington.

Their terms will expire 4/30/2011.

Cultural District Commission

Bruce Bergathon, 13 Brookshire Gr.

James Waldorf, 1603 E. Washington.

Their terms will expire 4/30/2011.

Karen Schmidt, 409 E. Grove.

Her term will expire 4/30/2012.

Respectfully,

Stephen F. Stockton

Mayor

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the reappointments and appointment 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:**



March 24, 2008

1419

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Pay Dave Capodice Excavating, Inc. for Partial Expenses for Sewer Repair at 111 S. Bellemont Road

Dave Capodice Excavating, Inc., (DCEI), was retained by Norma French of 111 S. Bellemont Road to excavate and repair the sewer service for her home. The sewer which serves this block is in the center of the block in a rear yard easement rather than the usual location in the public right of way. Some of the repair work involved removing and replacing fourteen feet (14') of the public sewer, including the tees to 111 S. Bellemont Rd. and 112 S. Mercer Ave. The bulk of the repair work was done on March 26 and 27, 2007, with final clean up done in August and September of 2007. DCEI directly invoiced the City for \$13,935 on November 15, 2007 for this work. The matter was treated as an insurance claim and referred to RIMCO as claim #EV2007004456.

In a letter dated March 23, 2007 from Jeff Knauf, RIMCO Senior Claim Specialist, which stated that after lengthy discussions DCEI, Mr. Capodice, accepted a \$10,000 settlement. Staff respectfully requests that Council approve a payment in the amount of \$10,000.00 to Dave Capodice Excavating, Inc. with payment to be made from Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson 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: Payment to the Ecology Action Center for Public Education and Outreach Services

On February 12, 2007, the Council approved a three (3) year agreement with the Ecology Action Center (EAC). The Agreement calls for the EAC to assist the City in coordinating clean water programs in schools, providing informational displays at local events, coordinating volunteers for stream clean up and inlet stenciling programs, conducting a yard smart program, coordinating the implementation of a watershed coalition, and developing a multimedia campaign. These programs all assist the City in fulfilling its obligations under our NPDES permit as authorized by the Clean Water Act of 1970.

The agreement called for a payment of \$10,000 the first year (2007) and a yearly adjustment of the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for All Urban Consumers/All Items/Chicago Area (which was 3.3% for 2007). We have received an invoice from the EAC for year two of the agreement (2008) in the amount of \$10,300.00

Staff respectfully requests that Council approve a payment in the amount of \$10,300.00 to the Ecology Action Center with payment to be made from Storm Water Management Funds (X55100-70990).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson 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:**

March 24, 2008

1421

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Reimbursement for Dr. Martin Luther King Jr. Awards Luncheon

Attached please find the final statement for the Dr. Martin Luther King, Jr. Awards Luncheon. The amount due to the Town of Normal is \$14,496.60.

Both the City and the Town share in the expenses of the event. For the year 2008, the Town's Human Relations Commission selected the speaker for the Luncheon. In doing so, the Town paid the up-front fee and the travel expenses for the speaker. If there is any profit from the program booklet and ticket sales, the City and the Town share the net income.

The City's Human Relations Commission will be selecting the speaker for the 2009 King Awards Luncheon. The City will pay all of the up front expenses.

Staff respectfully requests that the Council approve a payment in the amount of \$14,496.60 to the Town of Normal for the City's share of the cost for the Dr. Martin Luther King, Jr. Awards Luncheon.

Respectfully,

Ernestine Jackson  
Community Relations Office

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson 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: Declaration of Vehicles and Equipment as Surplus

The Public Service Department has two (2) pieces of equipment which are no longer needed by the department. Staff has declared them as surplus and would like to sell them. They are a 1983 Sullair 185DQ Trailer Mounted Air Compressor and a 1990 CraftCo Crack Sealing Machine. These two items will be sold by online auction. The auction will tentatively be through Iron Planet.

The Police Department has two (2) vehicles to declare surplus, a 1965 Chevrolet Impala SS which is a drug seizure vehicle and a 1995 Mustang GT which was originally used as undercover vice and as a DARE program vehicle before retirement. Due to these vehicles being special interest/antique staff has planned an internet auction on eBay. Staff believes that an auction on eBay would reach more people interested in these types of vehicles.

Staff respectfully recommends that the vehicles and equipment be declared surplus and staff be allowed to proceed with disposal.

Respectfully,

Daniel Augstin  
Director of Fleet Management

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the vehicles and equipment be declared surplus and staff be allowed to proceed with disposal of 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: Waive the Formal Bid Process and Accept a Quotation for the Annual Renewal of the Water Meter Reading Equipment Maintenance Agreement

The annual water meter reading equipment maintenance agreement with Northern Water Works Supply, our water meter reading equipment provider, is due for renewal. This is a recurring renewal of a proprietary service for the maintenance of the water meter reading equipment that the Water Department uses. This equipment is used every day and is subject to changing and tough weather conditions, as much of the equipment is used outdoors. Northern Water Works Supply has submitted a quotation in the amount of \$33,079.90 for three (3) years of service. The three (3) year plan offers a ten percent (10%) discount in the price. This agreement will cover the maintenance of seven (7) field programmers, eight (8) Ethernet cradles and power adapters, ten (10) meter reading handheld units, eight (8) handheld computers, six (6) receivers and the meter reading software. This represents all the meter reading equipment that the City currently owns.

Therefore, staff respectfully request Council authorize payment of \$33,079.90 to Northern Water Works Supply for three (3) years for an equipment maintenance agreement with payment to be made with Water Department, Operations and Maintenance Funds, A & G Division, Meters Account (X5010-50110-71730).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 16**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING AN EQUIPMENT MAINTENANCE AGREEMENT WITH  
NORTHERN WATER WORKS SUPPLY FOR THE WATER DEPARTMENT IN THE  
AMOUNT OF \$33,079.90**

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

1. That the bidding process be waived and Equipment Maintenance Agreement with Northern Water Works Supply be approved in the amount of \$33,079.90.

ADOPTED this 24<sup>th</sup> day of March, 2008.

APPROVED this 25<sup>th</sup> day of March, 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 equipment maintenance agreement with Northern Water Works Supply in the amount of \$33,079.90 be approved, the Purchasing Agent be authorized to issue a Purchase Order, 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 Bid Process and Purchase Lime from Mississippi Lime

Since initiating the use of the lime product from the supplier that submitted the lowest bid for the 2008 - 2009 fiscal year, the water treatment process has been beset with problems. Staff has done extensive analyses of the new suppliers lime product and determined that it is the source of the problems. The new suppliers product met the AWWA standards for lime, but the weekly analyses provided by the supplier indicated the product had higher than acceptable quantities of inert material that did not meet the City's standards. The City's standard for percent of available lime was identified in the bid documents that the new supplier based their bid upon. The supplier was and is aware of the percent available lime standard.

Staff has had contact with the supplier but their material apparently cannot meet the percent available lime standard, perhaps due to a slightly different raw material. Due to the new supplier's product consistently not meeting the standard and causing extensive problems in the water treatment process, staff contacted the 2007 lime supplier to provide lime on an emergency basis. The 2007 supplier agreed to supply lime at the same cost as the 2008 supplier's bid. It is apparent that the problem with the percent available lime standard cannot be resolved with the new supplier. Staff consulted with the Legal Department. The Legal Department has sent a letter to the supplier indicating that due to the noncompliance with the standard of percent available lime, the purchase order would be voided. With this being the case, the Water

Department staff is requesting that the Council waive the formal bid process and allow the department to purchase lime from Mississippi Lime, the Water Department's 2007 supplier. This vendor has supplied lime to the City for numerous years without problems. The lime would be purchased at the same cost that was bid by the 2008 supplier, (\$134 per ton).

Staff requests that Council waive the formal bid process and allow the Water Department to purchase lime from Mississippi Lime, Inc. at the 2008 bid price (\$134 per ton) until bids are taken for next year's supply of water treatment chemicals in the fall of 2008. Payment for this chemical will be made with Water Department, Purification Division, Operation and Maintenance funds, Water Chemicals account, 5010-50130-71720.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 17**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF LIME FOR THE WATER DEPARTMENT  
FROM MISSISSIPPI LIME AT A PURCHASE PRICE OF \$134 PER TON**

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 lime for the Water Department from Mississippi Lime at a Purchase Price of \$134 per ton.

ADOPTED this 24<sup>th</sup> day of March, 2008.

APPROVED this 25<sup>th</sup> day of March, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the formal bid process be waived, lime be purchased from Mississippi Lime at the 2008 bid price, (\$134 per ton), 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 Bid Process and Purchase Two (2) Vehicles Using the State of Illinois Joint Purchasing Contracts

The Parks Department has budgeted \$30,000 in the Fiscal Year (FY) 2007/2008 Equipment Replacement Fund, F14110-72130, to replace a 1985 Chevrolet van. This van is in poor condition with engine problems. A new van purchased from Landmark Ford, Springfield, IL using the State of Illinois Joint Purchasing contract would cost the City \$15,745. The dealer offered the City \$50 for this vehicle. Staff recommends that this vehicle be sold at an online auction when the new vehicle arrives and is placed in service.

The Water Department has budgeted \$32,000 in the FY 2007/2008 Equipment Replacement Fund, F50130-72130, to purchase a vehicle for the Superintendent of Mechanical at Lake Bloomington. This vehicle was originally planned to be a midsize SUV but after review of the Superintendent's duties it was determined by the Fleet Management Department with the approval of the Director of Water that a pickup truck was better suited for the needs of the position. A new pickup truck purchased from Bob Ridding, Inc., Taylorville, IL using the State of Illinois Joint Purchasing Contract would cost the City \$19,674.

Staffs respectfully recommends waiving the Formal Bid Process and purchasing the two (2) vehicles using the State of Illinois Joint Purchasing Contract; Landmark Ford, Springfield, IL in the amount of \$15,745 for a 2008 Ford E150 cargo van, and Bob Ridding, Inc., Taylorville, IL in the amount of \$19,674 for 2008 Ford F150 extended cab pickup truck, the Purchasing Agent be authorized to issue a purchase order, staff be allowed to sell the 1985 Chevrolet van, and the Resolution adopted.



March 24, 2008

1427

Respectfully,

Daniel Augstin  
Director of Fleet Management

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 18**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF A 2008 FORD E150 FROM FROM LANDMARK  
FORD, SPRINGFIELD IL, AT A PURCHASE PRICE OF \$15,745 AND A FORD F150  
FROM BOB RIDDING, INC., TAYLORVILLE IL, AT A PURCHASE PRICE OF 19,674**

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 a 2008 Ford E150 cargo van from Landmark Ford, Springfield, IL in the amount of \$15,745 and 2008 Ford F150 extended cab pickup truck from Bob Ridding, Inc., Taylorville, IL in the amount of \$19,674.

ADOPTED this 24<sup>th</sup> day of March, 2008.

APPROVED this 25<sup>th</sup> day of March, 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, two (2) vehicles be purchased using the State of Illinois Joint Purchasing Contract; a 2008 Ford E150 cargo van from Landmark Ford, Springfield, IL in the amount of \$15,745 and 2008 Ford F150 extended cab pickup truck from Bob Ridding, Inc., Taylorville, IL in the amount of \$19,674, staff be allowed to sell the 1985 Chevrolet van, Purchasing Agent 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: Analysis of Sealed Bids for Water Main Improvements - Miller Street from Oak Street to Low Street

Bidding proposals for Water Main Improvements – Miller Street were received until 2:00 p.m. Monday, March 13, 2008, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Stark Excavating, Inc. \$ 82,996.60\*\*

George Gildner, Inc. \$ 96,561.50

\*\* Low bidder

This project was not included in the Fiscal Year (FY) 2007/2008 budget. This project is the result of an investigation following citizen complaints about water pressure. This is an increasingly critical situation where several homes on Miller Street receive their water through undersized, private services and the pressure appears to be worsening over time. There is no water main in Miller Street between Oak and Low Streets. Therefore, at some time in the past, the homes on Miller Street between Oak and Low Streets were tapped to water mains that were in place on Oak, Mason or Low Streets. The private water service lines were then constructed from one of these streets along the easiest route to the individual homes on Miller Street. Some of these private water service lines were extended in public right of way, others crossed through private property and back yards. At least one (1) of these private water service lines serves two (2) homes.

When investigating the problem of low pressure on Miller Street, Water Department staff tested the pressure at one (1) of the homes on the water service line that feeds the two (2) homes and determined the water pressure to be below 20 pounds per square inch (psi) of pressure, when water was being used in an the adjacent home. This is well below the City average of around 50 psi. In addition it was discovered that this private water service line runs through an adjacent property and the home on that adjacent property was built partially over this private water service line.

In order to properly correct this situation, a water main must be constructed in Miller Street with the homes previously on private water service lines switched over to the new main in front of their home. Although this water main relocation could possibly have been budgeted for FY 2008/09, staff believed the seriousness of this problem warranted action as soon as possible. To fund this project with Water Department Depreciation Funds (Account # X50200-72540), a budgeted FY 2007/08 project, (Towanda Barnes water main from Route 9 to Vic Drive), has been deferred until FY 2008/09.

The Towanda Barnes water main project is budgeted in the FY 2007/08 budget in the amount of \$350,000. Approximately half of the funding for this project is earmarked for the Lincoln Street water main project, leaving approximately \$170,000 available for the Miller Street project.

Staff has analyzed these bids and finds all to be in order. The engineer's estimate for this project was \$108,027.50. The winning bid is well below that estimate. Staff requests that the Council accept the least cost, qualified bid and award the contract to Stark Excavating, Inc. in the amount of \$82,996.60.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the bid for the Miller Street Water Main be awarded to Stark Excavating, Inc. in the amount of \$82,996.60, 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: Change Order for a Professional Services Agreement with Concord Engineering and Science, Inc. for a Water Department Water Main Design Project

Staff requested the project design to replace the water mains in Project Area #3. The water mains are old, undersized, and the site of frequent water main breaks. The design is now completed. It was discovered during the survey and design process that several changes were needed to the original conceptual design. Staff directed Concord Engineering and Science, Inc., the design firm, to make the necessary changes. These changes amounted to an additional \$4,839. Staff requested these changes and determined them to be reasonable.

The original contract amount and the change order are as follows:

Original contract for the water main design	\$23,000.00
Change Order Number 1 for the additional design work	<u>\$ 4,839.00</u>
Total	\$27,839.00

Staff recommends that Council approve this Change Order in the amount of \$4,839 to Concord Engineering and Science, Inc. for the extra work involved in the design of the water main in Project Area #3. The Change Order amount will be paid with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Change Order 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: Renewal of Proposal for Towing Under 10,000 Gross Vehicle Weight

On July 24, 2006, Council approved the proposal from Joe's Towing and Recovery for towing, winching, and vehicle storage services for City owned vehicles under 10,000 GVW. Joe's Towing and Recovery has performed well for the City since entering into this contract.

At Council's direction, the Request for Proposals (RFP) for these services was to be for a three (3) year period, renewable annually upon Council approval. Additionally, the City receives a \$42,250 per year franchise fee.

Staff respectfully recommends renewing the proposal for towing under 10,000 GVW with Joe's Towing and Recovery for one (1) additional year upon receipt of the franchise fee payment of \$42,250. This will be the final year of the possible three (3) year proposal.

Respectfully,

Daniel Augstin  
Director Fleet Management

Tom Hamilton  
City Manager

**Alderman Hanson questioned were there any changes in the contract terms. Tom Hamilton, City Manager, responded negatively. This was the third (3<sup>rd</sup>) year of the three (3) year contract that had been in place.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the proposal for towing under 10,000 GVW with Joe's Towing and Recovery be renewed for one (1) additional year upon receipt of payment of the FY 08/09 franchise fee in the amount of \$42,250, 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: Renewal of Agreement for Towing Over 10,000 Gross Vehicle Weight

In July 2006, the City entered into a contract with Southtown Wrecker for towing, winching, and vehicle storage services for City owned vehicles over 10,000 GVW. Southtown Wrecker has

performed well for the City since entering into the agreement. This service is to be for a five (5) year annually renewable contract upon Council approval.

Staff respectfully recommends renewing the Towing Over 10,000 Gross Vehicle Weight Contract with Southtown Wrecker for one (1) additional year. This will be the third (3) year of the possible five (5) year contract.

Respectfully,

Daniel Augstin  
Director Fleet Management

Tom Hamilton  
City Manager

**Alderman Hanson questioned were there any changes in the contract terms. Tom Hamilton, City Manager, responded negatively. This was the third (3<sup>rd</sup>) year of the three (3) year contract that had been in place.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the contract for Towing Over 10,000 Gross Vehicle Weight with Southtown Wrecker be renewed for one (1) additional year, (Fiscal Year 2008 - 2009), and 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: Renewal of a Contract with Starnet Technologies, Inc. for Preventive Maintenance and Support Service of the Water Department Supervisory Control and Data Acquisition (SCADA) System

The Water Department's Supervisory Control and Data Acquisition (SCADA) system is over ten (10) years old and is in need of increasing maintenance. Currently, the department utilizes our system integrator, Starnet Technologies, Inc., to provide these services on an as needed basis. Staff has determined that it would be more cost effective to purchase this service in a preventative maintenance contract.

Starnet Technologies, Inc., at our request, has submitted a proposal for their preventive maintenance services to provide sixteen (16) one day preventative maintenance visits and twenty (20) hours of telephone support for \$18,941.28 per year. Staff has reviewed this proposal and finds it to be in order.

Staff therefore requests that Council approve entering into a contract for preventative maintenance of the Water Department's SCADA system at a cost of \$18,941.28 per year, with payment to be made equally from the following Water Department funds: Purification Division, Operations and Maintenance Accounts, Other Professional and Technical Services, account number 50130 - 70220 and Transmission and Distribution Division, Operations and Maintenance Accounts, Other Professional and Technical Services, account number 50120 - 70220.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the preventative maintenance agreement with Starnet Technologies be renewed 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: Professional Services Contract

Staff respectfully requests approval of contracts to engage persons and/or groups represented by International Music Network and Talent International Promotions to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Base expenses for the contracts will be \$46,000.

Staff further respectfully advises Council that contract provisions prohibit public announcements of any persons/groups and/or dates of services until said contracts have been executed by both parties.

The selection of these artists was coordinated with the Cultural Commission and the Cultural District's Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the Cultural District and the Bloomington Center for the Performing Arts.

Staff respectfully recommends accepting these contracts for the performances and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funding for these contracts will come from account X21100-70220 of the Cultural District budget, to be offset by future revenues.

Respectfully,

C. Bruce Marquis  
Executive Director, Cultural District

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the contracts from International Music Network and Talent International Promotions be approved and that 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 City Council

From: Staff

Subject: Agreement for Food Concessions at Miller Park

On December 26, 2007, Council granted staff permission to negotiate a contract with an interested vendor to provide food concessions at Miller Park.



Staff has negotiated details with Park View Concessions and is recommending entering into an agreement with this vendor. Park View agrees to the items listed in the original Request for Proposal (RFP). Hours of operation will be 10:00 a.m. – 8:00 p.m. seasonally, seven (7) days per week. City commission will consist of ten percent (10%) of gross sales.

Staff respectfully request permission to enter into an agreement with this vendor.

Respectfully,

John Kennedy  
Asst. Director Parks and Recreation

Tom Hamilton  
City Manager

## **FOOD CONCESSION SPECIFICATIONS**

### **A. SCOPE AND INTENT**

**1. Policy:** The Parks and Recreation Department records indicate that the Parks are patronized primarily by children and all age groups and by family groups having moderate or average incomes, all seeking the recreation which outdoor activities afford. To fulfill its guiding principle, *“the greatest good for the largest number”*, refreshment stands were developed in most parks as an accommodation rather than as a source of exceptional revenue or profit. The concessions are therefore offered for lease with the understanding that the person whose proposal is accepted agrees to comply with the spirit of the original installation – *that reasonable and popular prices shall be charged*. Prices, approved by the Director of Parks and Recreation, should be clearly posted in view of the public.

**2. Relation to the City:** It is the intent of the parties hereto that the concessionaire shall be legally considered as an independent contractor and neither he/she nor his/her employees or agents shall be considered employees or agents of the City, and that the City at no time shall be legally responsible for any negligence on the part of the concessionaire, his/her employees or agents.

**3. Schedules and Hours:** It is intended that the concession service be operated seven (7) days per week and at all reasonable hours so as to serve the public.

**4. Health Regulations:** All facilities will be operated in compliance with rules of the McLean County Health Department.

**5. Scope of Concessions:**

- i. The contract to be awarded under these specifications shall grant the exclusive right and privileges to the concessionaire to operate food concessions at Miller Park, except Miller Park Pavilion and Miller Park Zoo.

ii. This exclusive right shall not include catering service to individuals renting park facilities or using park picnic areas, or prevent individuals or groups of individuals from engaging in catering services for themselves or bringing their own food and drink to such park facilities, or into such picnic areas. Nor shall it prevent the Director of Parks and Recreation from permitting a non-profit organization to sell food concession items during a special event.

iii. The concessionaire shall service and dispense food, refreshment, and beverages, excluding alcoholic beverages. All beverages must meet the City's contract agreement with a soft drink company, if such agreement is in place.

## **B. PROPERTY AND EQUIPMENT:**

**1. Buildings and Locations:** The City will own and provide refreshment stand and location as now exists for the use of the concessionaire and make all ordinary and reasonable repairs necessary to preserve the structure at the City's expense.

**2. Utilities:** Water and garbage collection is provided by the City at the concession site. All other utilities are provided at the expense of the concessionaire.

**3. Conditions and Surrender of the Property:** The concessionaire, upon termination of the contract, shall return the property of the City in at least as good a condition as when first occupied by the concessionaire, ordinary wear and tear, damage due to acts of God and civil commotion excepted.

### **4. Plans and Alterations:**

i. The City may increase or decrease the number of or alter its stands in the interest of public need or safety as determined by the Director of Parks and Recreation, except the City agrees not to eliminate the concession operations at Miller Park during the term of this contract. The concessionaire will be given a ten (10) day notice of such changes except when the safety of the public is involved.

ii. The concessionaire shall not alter or increase or decrease the number of stands or add any appendage or storage facility without first obtaining written approval of the Director of Parks and Recreation.

**5. Equipment:** The concessionaire shall provide and maintain at his expense all necessary furniture, fixtures and equipment to properly furnish services in a manner acceptable to the Director of Parks and Recreation. All such equipment is to remain the property of the concessionaire.

**6. Cleaning Premises:** The concessionaire shall be responsible for furnishing labor and material necessary for the cleaning of the premises and area immediately

surrounding the refreshment stand in a manner satisfactory to the Director of Parks and Recreation. The immediate area is normally understood to mean 100 feet from the refreshment stand and any other area as directly affected by the concession operation.

**7. Disposal of Garbage and Refuse:** The concessionaire shall not permit garbage or other refuse to accumulate in or about the premises except in covered containers provided by the Parks and Recreation Department. The Department will be responsible for removal of refuse or trash provided that it is accumulated at given points, at given times under the direction of the Department.

**8. Inspection:** The concessionaire shall allow the Public Health Department, the Director of Parks and Recreation or any other designated person access to the premises at all reasonable hours for the purpose of examining and inspecting said premises or making necessary repairs or for any other purpose not unduly affecting the operation of the concessionaire's business.

**9. Signs:** The concessionaire shall not erect or display any sign without the approval of the Director of Parks and Recreation.

### **C. EMPLOYMENT:**

**1. Standards and Wages:** The concessionaire shall employ at his/her cost and expense sufficient numbers of competent employees to serve the public promptly and efficiently. The concessionaire shall be responsible for compliance with, and meeting all applicable Federal, State, and Local employment standards, wages, and regulations.

**2. Uniforms:** Employees shall wear neat and clean uniforms and name badges as approved by the Director of Parks and Recreation.

**3. Remaining on Property:** Employees of the concessionaire shall not remain on City property longer than necessary to clean or do clerical work without the written permission of the Director of Parks and Recreation.

**4. Dismissal:** Whenever the Director shall notify the concessionaire in writing that any person employed on the premises in his/her opinion is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such person shall be discharged or suspended and shall not again be employed on City property without written consent of the Director. Membership or non-membership in any organization shall not be deemed cause for such discharge by either the City or the concessionaire.

**5. Supervisors:** Concessionaire shall designate one (1) supervisor as responsible for the entire concession operation who will be directly accountable and available to the Director of Parks and Recreation.

**D. ACCOUNTING:**

**1. Schedule of Payments:** Monthly payments under the concession agreement shall be due and payable to the City on or before the 15<sup>th</sup> day of the month succeeding the month of account. All remittance for payments and other fees/charges to be made by the concessionaire under this agreement shall be payable to the City of Bloomington.

**2. Special Events:** The commission or rentals due the City from the concessionaire for special games or events may be paid directly to the sponsoring organization by the concessionaire as directed by the Director of Parks and Recreation and scheduled previous to each season of operation.

**3. Accounts – Monthly Reports:** A monthly report must be made to the Director of Parks and Recreation showing gross receipts the concession stand for the preceding month. This report and payment due to the City must be made by the 15<sup>th</sup> of each month for the preceding month. Reports and payments will be due June 15, July 15, August 15, September 15, and October 15 as a minimum. If concessions are operated other months, reports and payments will also be due for those months. A final report certified by a Certified Public Accountant including but not limited to income statement, balance sheet, fixed asset and depreciation schedule, and state sales taxes will be made at the close of the season.

**4. Accounts – Daily Records:** The concessionaire will keep and make available at the Director's request an up to date day-to-day accounting of the gross receipts for the concession site. A copy of which shall accompany the monthly statement.

**5. Audit:** The concessionaire will make reports available to the City's Auditors pertaining to the operation of the concessions for the purpose of verifying the accuracy of the reports provided by the concessionaire and examine the financial strength of the operation.

**E. LIABILITY:**

**1. Relation to the City:** It is the intent of the parties hereto that the concessionaire shall be legally considered as an independent contractor and that neither he nor his employees shall under any circumstances be considered employees or agents of the City and the City at no time shall be legally responsible for any negligence on the part of said concessionaire, employees or agents resulting in either personal or property damage to any individual firm or corporation.

**2. Liability of the City:** The City shall not be liable for any damage to the persons or properties in the space leased exclusively to the concessionaire. The concessionaire shall agree that all personal property upon premise shall be at the risk of the concessionaire only in that the City shall not be liable for any damage by loss or theft thereof.

**3. Insurance:** Successful bidders must deposit with the City Clerk at the time of execution of the contract a certificate evidencing the issuance of the following insurance:

- a. Worker's Compensation Insurance as required by the State of Illinois including employer liability of \$100,000.
- b. \$500,000 Single Limit Broad Form General Liability coverage with extended endorsement. City of Bloomington must be included as an additional insured in the contract.

#### **F. CONTRACT LENGTH AND TERMINATION:**

**1. Term of Contract:** The term of the contract for the concession privileges shall be for a period of three (3) years ending March 31, 2011 with an annual option to renew for two years upon the mutual consent of both parties.

**2. Cancellation by City:** This agreement shall be subject to cancellation by the City upon breach of contract or the conditions agreed to prior to each season by the concessionaire and/or failure of the concessionaire to correct the default or breach within a reasonable time specified by the Director.

**3. Cancellation by the Concessionaire:** The concessionaire may terminate this contract, regardless of the grounds, by giving the City written notice of cancellation six (6) months prior to June 1<sup>st</sup> in any contract year.

**4. Termination of Lease:** Upon termination of the lease for any reason, the concessionaire shall remove all property belonging to the concessionaire within ten (10) days. Any property not removed will be considered abandoned to the City.

**5. Assignments and Subcontracts:** The agreement or contract or any of the rights and privileges provided for, shall not be transferred, assigned or subcontracted by the concessionaire without his/her first having obtained a written consent of the Director of Parks and Recreation to do so. The rights, privileges, duties, and obligations imposed upon the concessionaire shall inure to the benefit of and be binding upon successors and assigns of the concessionaire.

#### **G. DECISIONS AND APPEALS:**

**1. Meetings:** Monthly meetings shall be held at a time and place mutually agreed upon by the concessionaire and the Director or their authorized representative for the purpose of discussing current operational problems, presentation of official request for changes in schedules, accommodations, prices, portions, products, policies, or other pertinent business that may arise.

**2. Contract Limits:** The terms, conditions and physical locations briefly described herein shall not be construed to be specific or limiting in the sense that the

concessionaire and/or the Director of Parks and Recreation Department shall be restricted by the terms and conditions for the use of certain areas. By mutual agreement the contract may be modified as is consistent with good business practices.

**3. Right to Decide Questions:** The Director of Parks and Recreation shall have the authority to decide questions relative to the proper performance of this contract and to each matter which may arise, and also as to each matter not clearly covered herein.

**4. Appeal to the City Manager:** The concessionaire may appeal to the City Manager or his/her representative any decision by the Director of Parks and Recreation Department relative to the performance of this agreement and/or subsequent modifications. The decision of the City Manager or his/her representative will be final and conclusive as to each matter brought before him/her.

**HOURS OF OPERATIONS:**

Seasonal Hours (approx. March through October):

10:00 AM – 8:00 PM - 7 days / week

**COMMISSIONS DUE TO THE CITY OF BLOOMINGTON:** 10% of Gross Sales

I, Richard McCormick, doing business as, Park View Concessions, hereby to agree with the scope and intent of the above described contract and agree to adhere with such policies.

APPROVED:

Stephen F. Stockton  
City of Bloomington

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the agreement with Park View Concessions be approved for food concessions at Miller Park, 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: Ratification of Two Year Collective Bargaining Agreement with Local 362 Parking Attendants

Staff respectfully requests that Council ratify the Collective Bargaining Agreement with Local 362 Parking Attendants. The City began negotiating the terms of a contract in the spring of 2007. The parties were unable to reach an agreement at the table and met several times with a Federal Mediator. The City responded with its last best offer after several sessions, which was rejected by the Union. The City notified the Union that it would implement its last best offer per Council directive. The Council met in Executive Session on November 13, 2007 regarding this contract. The following are a summary of changes the City implemented and/or agreed to with Local 362.

- Changing the timeframe for the removal of adverse material in employees personnel file from two (2) years to three (3) years.
- Phase in of Health Insurance premiums over two (2) years so employee pays the average of twenty-five percent (25%) at all coverage levels.
- Eliminate No Sick Leave usage language and replace with Wellness Day.
- Change eligibility for Sick Leave Buyback to seventy-five (75) years of combined service and age with the City with a minimum of fifteen (15) years of service.
- Effective January 1, 2008, for employees maxed out on sick leave, pay fifty percent (50%) of accrued unused sick time into the Retirement Health Savings account. Eliminate Rapid Accrual and future Supplemental Sick Leave.
- One time signing bonus of \$200.
- Increase physical fitness reimbursement to \$150 annually.
- Three percent (3%) wage increase May 1, 2007 and May 1, 2008.
- One (1) week of vacation after six (6) months of service.

The staff recommends ratification of this Agreement by the City Council.

Respectfully,

Emily Bell,  
Director of Human Resources

Laurie Wollrab  
Compensation & Benefits Mgr.

Angie Brown  
HR Specialist

Tom Hamilton  
City Manager

**Alderman Stearns questioned the status of the two (2) agreements with Local 362. Tom Hamilton, City Manager, addressed the Council. The agreements were not signed. Once approved by the Council, the process would continue. Alderman Stearns questioned if the bargaining process could continue from either party as long as the agreements were not signed. Mr. Hamilton stated the City had implemented its final offer, as directed by Council. The contracts were not finalized until both parties had signed the agreement.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Collective Bargaining Agreement with Local 362 Parking Attendants be ratified 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: Ratification of Two Year Collective Bargaining Agreement with Local 362 Support Staff

City staff would like to request that Council ratify the Collective Bargaining Agreement with Local 362 Support Staff. The City began negotiating the terms of a contract in the spring of 2007. The parties were unable to reach an agreement at the table and met several times with a Federal Mediator. The City responded with its last best offer after several sessions, which was rejected by the Union. The City notified the Union that it would implement its last best offer per Council directive. The Council met in Executive Session on November 13, 2007 regarding this contract. The following are a summary of changes the City implemented and/or agreed to with Local 362.

- Changing the timeframe for the removal of adverse material in employees personnel file from two (2) years to three (3) years.
- Phase in of Health Insurance premiums over three (3) years so employee pays twenty-five percent (25%) of all coverage levels.
- Eliminate No Sick Leave usage language and replace with Wellness Day.
- Addition of Sick Leave Abuse language.
- Change eligibility for Sick Leave Buyback to seventy-five (75) years of combined service and age with the City with a minimum of fifteen (15) years of service.



- Effective January 1, 2008, for those employee maxed out on sick leave, pay fifty percent (50%) of accrued unused sick time into the Retirement Health Savings account.
- Eliminate Rapid Accrual and future Supplemental Sick Leave.
- One time signing bonus of \$200.
- Increase physical fitness reimbursement to \$150 annually.
- Three percent (3%) wage increase May 1, 2007, May 1, 2008 and May 1, 2009.
- One (1) week of vacation after six (6) months of service.

The staff recommends ratification of this Agreement by the Council.

Respectfully submitted,

Emily Bell,  
Director of Human Resources

Laurie Wollrab  
Compensation & Benefits Mgr.

Angie Brown  
HR Specialist

Allyson Frantz  
Customer Service Mgr.

Tom Hamilton  
City Manager

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Collective Bargaining Agreement with Local 362 Support Staff be ratified 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: Resolution for Main Street Corridor Interim Guidelines

As part of the on going Main Street redevelopment plan, the City Council passed a one (1) year moratorium on construction in the corridor starting in January 2007. In January 2008, the Council passed an extension of the moratorium until March 31, 2008. During the time of the moratoriums, a plan for Main Street redevelopment was adopted and work for a new form-based

zoning ordinance has been undertaken. In an effort to eliminate the moratorium but limit construction that may be contrary to the intent of the form based code, a set of interim guidelines have been created to fill the time frame from the moratorium expiration until the new code has been developed. The guidelines provide basic design criteria intended to move towards our new development standards and an appeals process that allows for shorter response times. Once the new form-based code is adopted, staff intends to revert back to our standard zoning practices.

This set of guidelines has been developed in conjunction with the Town of Normal, (partner in this project), reviewed by our consultants, (Farr Associates), and staff. Normal adopted their version of the guidelines at their March 17, 2008 meeting.

Staff respectfully requests the City Council pass a resolution that adopts the interim design limits for the Main Street corridor for a time not to exceed one year.

Respectfully,

Mark R. Huber  
Director of PACE

Tom Hamilton  
City Manager

#### **RESOLUTION NO. 2008 - 19**

#### **A RESOLUTION FOR INTERIM DEVELOPMENT GUIDELINES FOR THE MAIN STREET CORRIDOR**

WHEREAS, the City of Bloomington, Town of Normal, Illinois State University, Illinois Wesleyan University and BroMenn Medical Center have joined together as the “Main Street Commission” to promote a plan for uniform and cohesive redevelopment of the Main Street Corridor; and

WHEREAS, the Main Street Commission hired Farr Associates to develop a plan for the Main Street Corridor entitled “Main Street: A Call for Investment”; and

WHEREAS, the City of Bloomington adopted the document “Main Street: A Call for Investment” and approved the development of a form based code for the Main Street Corridor; and

WHEREAS, the City of Bloomington, having concerns about construction during the development time of the corridor, redevelopment plan, and subsequent form based code put in place moratoriums to limit construction in the Main Street Corridor; and

WHEREAS, the existing moratorium will expire on March 31, 2008 and the form based code will not be completed for approximately one year; and

WHEREAS, the Main Street development plan was examined and some elements likely to be part of the form based code were identified and made part of a document called “Interim Development Guidelines for the Main Street Corridor”; and

WHEREAS, the City of Bloomington recognizes these interim guidelines are needed to allow construction activity to continue in the Main Street Corridor without compromising the work being done on the form based code.

NOW, THEREFORE BE IT RESOLVED by the City of Bloomington that it recognizes the “Interim Development Guidelines for the Main Street Corridor” (attached as Exhibit A) as the provisional standards, in conjunction with all existing codes and ordinances, for development in the Main Street Corridor until such time as the Main Street form based code is adopted by the City.

ADOPTED this 24<sup>th</sup> day of March, 2008.

APPROVED this 25<sup>th</sup> day of March, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## **EXHIBIT A**

### **Proposed Interim Design Limits in the Main Street Corridor**

The following interim design guidelines apply to all commercial and multiple family properties with frontage along Main, East, Madison and Center Streets (the “Main Street Corridor”). The guidelines were derived from the Main Street Redevelopment Plan as adopted by the City of Bloomington in January 2008.

- 1) Commercial Buildings (New Construction or Building Additions)
  - a) Building Design
    - i) Commercial buildings taller than one story shall be mixed use with the 1<sup>st</sup> floor used for retail/service/office and the upper stories for residential or office.
    - ii) Storefronts are required to have 50% window coverage on the first floor and 30% on each upper story. All windows on the upper stories shall appear operable.

- iii) Entrances must be recessed to a depth that does not allow a door to swing onto a public sidewalk and must have a strong design consistent with the architecture of the rest of the building.
  - iv) Entrances facing the street are required; secondary entrances facing rear parking lots are encouraged.
  - v) All buildings shall have a well defined cornice that creates a strong roofline and visually caps the building.
  - vi) All buildings must have a distinctive storefront cornice.
  - vii) Bright or brilliant colors shall be for accent and limited to 25% of the building facade.
  - viii) First floor materials shall be limited to brick, stone, and decorative concrete masonry.
- b) Setbacks
- i) The front façade must be within 7-15 feet of the front property line on Center Street - Division to Chestnut and Oakland to Lafayette.
  - ii) The front façade must be within 0-7 feet of the front property line along all of Main and East Streets.
- c) Height – as required by the applicable zoning district.
- d) Parking Lots -
- i) May not be located adjacent to Main Street or Center Street.
  - ii) Shall be landscaped as required by the Gridley Allin Prickett's (GAP) form-based zoning code. Except front landscape setbacks shall not be less than 12 ft.
  - iii) The number of parking spaces shall not exceed zoning code required minimums.
- 2) Multi-family Residential
- a) The main entrance must face the ROW with the highest roadway classification.
  - b) The main entrances must be 18-36 inches above grade and must have a covered front porch or a stoop of at least 5' deep and 6' wide.
  - c) Upper floors are required to have at least 20% window coverage on the front and corner side façades and at least 15% window coverage on the side and rear facades.
  - d) The building shall not be less than two stories in height.
  - e) Front façade must be built within 15-20 feet of the front property line
  - f) The Commercial Building standards for building design also apply to multi-family residential development with the exception of window coverage, setbacks, and height.
- 3) Landscaping/Screening
- a) The landscaping provisions shall be as found in the GAP form-based code.
- 4) Signage

- a) A uniform sign plan for planned unit developments and multi-building, multi-tenant occupied buildings is required; meaning signs should be of a similar type, color scheme and material.
  - b) Signs
    - i) Pole signs shall not be permitted.
    - ii) Illumination: Freestanding Signage shall consist of internally illuminated channel letters, spot lighting or similar external forms of illumination. If an internally illuminated cabinet sign is used, it shall have an opaque background with only letters and logo illuminated. No animation is permitted.
    - iii) LED signs are not permitted.
  - c) Wall Signs
    - i) Permitted per current code plus illumination restriction below
    - ii) Illumination: Wall Signage shall consist of internally illuminated lit channel letters, spot lighting or similar external forms of illumination. No canopy or awning shall be backlit. Internally illuminated signs shall have an opaque background with only letters and logo illuminated.
- 5) Site Plan
- a) Minimize curb cuts onto Main Street.
  - b) Build sidewalks of at least 6 feet in width.
- 6) Process
- a) No building permit for any building or structure or for any exterior improvement or addition to any building or structure in the Main Street Corridor shall be issued by the Zoning Administrator unless and until the construction plans and specifications for such building or structure or addition thereto have been reviewed and found to be in compliance with the Interim Main Street Design Guidelines applicable to such site. The City of Bloomington Development Committee may waive portions of the interim guidelines on a case-by-case basis.
  - b) Appeals from the decision of the City of Bloomington Development Committee may be made to the City Council.

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Resolution 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: Members of the City Council

From: Liquor Commission

Subject: Application of SIRI, Inc., d/b/a Bloomington All Mart, located at 1804 S. Hershey Rd., for a PAS liquor license, which will allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of SIRI, Inc., d/b/a Bloomington All Mart, located at 1804 S. Hershey Rd., Unit 2, requesting a PAS liquor license which allows the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp, Steve Petersen, and Mark Gibson; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Siva Veluvolu, owner/operator and Applicant representative.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present the business plan. Siva Veluvolu, owner/operator and Applicant representative, addressed the Commission. He informed the Commission that the business is located at the corner of South Hershey Rd. and Hamilton Rd. There was a new strip mall where he would lease space for a convenient store. Commissioner Buchanan questioned the size of the store. Mr. Veluvolu noted over 2,000 square feet. There would be a ten (10) door walk in cooler. He added that there was not another convenient store within two (2) miles. There were additional stores planning to locate within the strip mall. He hoped to be open in the next two to three (2 - 3) weeks. Commissioner Buchanan instructed Mr. Veluvolu to provide the City Clerk with a floor plan. Mr. Veluvolu stated that he had architectural drawings.

Mr. Veluvolu informed the Council that he also owned the Big Foot located at the intersection of S. Main St. and Wood St. He had been in business for four (4) years. He had rented the business from Circle K. Mr. Veluvolu had previously worked at Pop's Grocery located at 910 W. Market St.

Commissioner Clapp noted that this building was brand new construction. She added that this would be a convenient store which also sold liquor.

Commissioner Gibson noted that Mr. Veluvolu estimated that one third (1/3) of all sales would come from liquor. He added that the City no longer had the GPA, (Gasoline, Package, All types of alcohol), classification. This application was for a convenient store with liquor sales. He questioned the appropriate liquor license classification.

Hannah Eisner, Deputy Corporation Counsel, addressed the Commission. She added that W. Market Grocery located at 301 W. Market St., and Franzetti's located at 801 E. Washington St., each hold PBS, (Package, Beer and wine, Sunday sales) liquor license.

Commissioner Clapp questioned the proposed convenient store's merchandise and clientele. Mr. Veluvolu noted the nearby residential neighborhoods. He cited the Brookridge Apartments. Commissioner Clapp questioned specialty items.

Commissioner Gibson cited staples, (bread, eggs, milk, fountain drinks, tobacco, etc.). This area of the City was growing. He expressed his concern regarding an "A", (All types of alcohol), liquor license at a convenient store. He added his concern regarding hard liquor. He believed that the focus should be on beer and wine.

Commissioner Petersen arrived at 4:14 p.m.

Mr. Veluvolu expressed his belief that sixty to seventy percent, (60 - 70%), of his business would come from convenience items.

Commissioner Gibson questioned the percentage of sales from an "A" license versus the percentage of sales from a "B" license. Mr. Veluvolu expressed his belief that with an "A" license sales would equal ten percent (10%).

Ms. Eisner noted that Franzetti's holds a "B" license while most grocery stores hold "A" licenses.

Commissioner Clapp noted the store's location. She questioned the impact upon the neighborhood. She questioned if there were any negative aspects such as school bus routes.

Commissioner Buchanan questioned the number units within the strip mall. Mr. Veluvolu stated nine (9) units. A dry cleaners was ready to open.

Commissioner Gibson noted the area to the northeast was zoned residential.

Commissioner Buchanan noted the neighborhood demographics and questioned the theory/desire for an "A" license. Commissioner Clapp expressed her concern regarding smaller bottles which may encourage ready consumption. Commissioner Gibson questioned what makes the most sense as this Application is on the edge of the City. Commissioner Buchanan described the neighborhood as upscale.

Mr. Veluvolu expressed his belief that one third (1/3) of gross sales would come from alcohol. He added that ten percent (10%) of these sales would be for small bottles. Commissioner Buchanan questioned what sizes and types would be stocked. Commissioner Gibson stated his belief that the City needed to raise awareness. He questioned the need for alcohol sales in this area.

Lt. Tim Stanesa, Police Department, addressed the Commission. He noted that there would not be a lot of foot traffic. He did not have any concerns regarding this Application.

Commissioner Buchanan questioned staffing levels during busy times. Mr. Veluvolu stated that there would be two (2) staff persons during the evening. During the morning and afternoon, there would only be one (1) staff person.

Commissioner Buchanan noted the business hours: 6:00 a.m. to 11:00 p.m. He added that there can be no liquor sales until noon on Sunday. Mr. Veluvolu responded affirmatively.

Commissioner Petersen questioned Mr. Veluvolu's previous experience with liquor sales. Mr. Veluvolu cited his part ownership in Pop's Grocery's located at 910 W. Market St. He also operated the BP station located at S. Main and Wood St. Neither location held a liquor license. Commissioner Petersen questioned Mr. Veluvolu's preference for an "A" or a "B" license classification. Mr. Veluvolu responded an "A" license. He cited the product offerings.

Commissioner Buchanan questioned if Mr. Veluvolu would be a hands on manager. Mr. Veluvolu responded affirmatively.

Commissioner Petersen questioned if the store would have the appearance of a liquor store or a convenient store. Mr. Veluvolu cited the lease restrictions.

Commissioner Gibson noted Mr. Veluvolu's lack of experience with liquor sales. He questioned the methodology that Mr. Veluvolu would use to check customer's identification. Mr. Veluvolu informed the Commission that there would be point of sale terminals. There would be safe guards which would prompt store staff to request identification.

Commissioner Buchanan noted on line training programs. Ms. Eisner cited Chestnut Health System's STEPS Program. Commissioner Buchanan recommended that the Applicant's staff attend alcohol sales training. He noted that this would not be a condition placed upon the license.

Commissioner Gibson cited the consequences of a liquor code violation. He strongly encouraged the Applicant to sign up for training. Mr. Veluvolu cited his four (4) years of experience. He restated his experience at Pop's Groceries. He planned for the store to open in a couple of weeks.

Ms. Eisner informed the Commission that she had reviewed the lease. This store had the exclusive right to sell "A", (All types of alcohol), in this strip mall.

Based on the above, the Liquor Commission recommends to the City Council that a PAS liquor license for SIRI, Inc., d/b/a Bloomington All Mart, located at 1804 S. Hershey Rd., Unit 2, 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 a PAS liquor license for SIRI, Inc., d/b/a Bloomington All Mart located at 1804 S. Hershey Rd., Unit 2, 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: Petition Submitted by Blackstone Group - Wood LLC, Requesting Approval of the Final Plat for Resubdivision of Lots 1, 2, 3, 5 and 6 in Wolcott's Second Addition

A Petition has been submitted by Blackstone Group – Wood LLC, requesting approval of a Final Plat for Resubdivision of Lots 1, 2, 3, 5 and 6 in Wolcott's Second Addition. This subdivision is located south of Wood Street between South Main Street and South Center Street. Staff reviewed the Final Plat and finds it in conformance with Walgreen's site plan approved November 8, 2007.

There are no fees due from this Resubdivision.

Staff respectfully recommends that Council approve the petition and adopt an Ordinance approving the Final Plat for Resubdivision of Lots 1, 2, 3, 5 and 6 in Wolcott's Second Addition.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 )ss.  
County of McLean )

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

Now comes Blackstone Group – Wood L.L.C. hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Resubdivision of Lots 1, 2, 3, 5 and 6 in Wolcott’s Second Addition.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lots 1, 2, 3, 5 and 6 in Wolcott’s Second Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Blackstone Group – Wood L.L.C.

**ORDINANCE NO. 2008 - 22**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
RESUBDIVISION OF LOTS 1, 2, 3, 5 AND 6 IN WOLCOTT'S SECOND ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Resubdivision of Lots 1, 2, 3, 5 and 6 in Wolcott's Second Addition, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

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

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

1. That the Final Plat of the Resubdivision of Lots 1, 2, 3, 5 and 6 in Wolcott's Second Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 24<sup>th</sup> day of March, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**Description of Property:

A part of Wolcott's Second Addition to the City of Bloomington, being a subdivision in the Northwest Quarter of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the South Right of Way Line of Wood Street with the East Right of Way Line of Center Street. From said Point of Beginning, thence south 00°-09'-17" east 333.85 feet (334.00 feet recorded) along said East Right of Way Line to the Northwest Corner of Lot 4 in said Wolcott's Second Addition; thence north 89°-40'-53" east 99.00 feet along the North Line of said Lot 4 to the Northeast Corner of said Lot 4; thence south 00°-09'-17" east 120.03 feet (120.00 feet recorded) along the East Line of Lot 4 and the East Line of Lot 7 in said addition to the Southeast Corner of said Lot 7, said corner also being the Northwest Corner of Lot 9 in said Wolcott's Second Addition; thence north 89°-44'-00" east 99.00 feet along the North Line of said Lot 9 to the Northeast Corner of said Lot 9, said corner being on the West Right of Way Line of Main Street; thence north 00°-09'-17" west 454.43 feet (454.00 feet recorded) along said West Right of Way Line to the South Right of Way Line of said Wood Street; thence south 89°-33'-03" west 198.00 feet along said South Right of Way Line to the Point of Beginning, Containing 1.79 acres, more or less.

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Final Plat be approved and the Ordinance passed.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, 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 ARK VI, LLC, requesting Annexation and B-1, Highway Business District zoning for approximately 15.25 acres known as the "Eagle View South Commercial Subdivision" and commonly located east of Towanda Barnes Road, south of the Villas at Eagle View South Subdivision and north of the Barnes Elevator (Ward 9)

BACKGROUND INFORMATION:

On October 24, 2005, Council approved an annexation agreement (Case Z-18-05) for a 102.16 acre tract of land that included the 15.25 acre property in question. Now ARK VI, LLC, the owner, wants the City to annex and rezone the 15.25 acres, consistent with the terms of this annexation agreement. The subject property is to be zoned B-1, Highway Business District, but that portion of it that is within the 60 LDN airport noise contour will be zoned into the S-3 Airport Noise Impact District as an overlay zone upon annexation to the City. The property in question is contiguous to the City's corporate limits, and all required public hearings on the annexation agreement were held on September 28, October 12, and October 24, 2005.

STAFF RECOMMENDATION:

Staff recommends that the Petition and Ordinance be revised to specify annexation and rezoning that is consistent with the terms of the annexation agreement rather than referring to approval of the annexation plat. Staff respectfully recommends City Council approval of a revised petition and passage of a revised ordinance that are consistent with the terms of the annexation agreement.

Respectfully,

Kenneth Emmons  
City Planner

Tom Hamilton  
City Manager

**PETITION FOR APPROVAL OF ANNEXATION PLAT**

State of Illinois )  
 ) ss.  
County of McLean )

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

Now comes ARK VI, L.L.C., hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Annexation Plat for the subdivision known and described as Eagle View South Commercial Subdivision, Bloomington, Illinois, which Annexation Plat is attached hereto and made a part hereof.
3. That the property will be zoned B-1 District.
4. That portion of the property within the 60 LDN airport noise contour be zoned into the S-3 Airport Noise Impact District as an overlay zone, which is legally described and depicted on the attached Annexation Plat.

WHEREFORE, your petitioner prays that the Annexation Plat for Eagle View South Commercial Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

ARK VI, L.L.C.

By: Mercer Turner, Its Attorney

SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of March, 2008

Tammie R. Keener  
Notary Public

**ORDINANCE NO. 2008 - 23**

**AN ORDINANCE APPROVING THE ANNEXATION PLAT OF  
EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION**

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

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

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

1. That the Annexation Plat of Eagle View South Commercial Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.
3. That the property will be zoned B-1 District.
4. That portion of the property within the 60 LDN airport noise contour be zoned into the S – 3, Airport Noise Impact District as an overlay zone, which is legally described and depicted on the attached Annexation Plat.

PASSED this 24<sup>th</sup> day of March, 2008.

APPROVED this 25<sup>th</sup> day of March, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A****PARCEL 1:**

A part of Lot 4 in Barnes Subdivision of Section 29, Township 24 North, Range 3 East of the Third Principal Meridian, per Plat recorded in Plat Book 6, Page 3, McLean County, Illinois, and a part of the Original Town of Barnes in the Southwest Quarter of said Section 29, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Parcel 2 conveyed to ARK VI, LLC by Deed recorded as Document No. 2007-5997 in the McLean County Recorder's Office, said Southwest Corner being a point on the West Line of said Lot 4 lying 1618.01 feet south of the Northwest Corner thereof. From said Point of Beginning, thence east 471.68 feet along the South Line of said Parcel 2 which forms an angle of  $90^{\circ}-00'-00''$  as measured from north to east with said West Line; thence north 81.87 feet along said South Line which forms an angle to the left of  $270^{\circ}-00'-00''$  with the last described course; thence east 335.00 feet along said South Line which forms an angle to the left of  $90^{\circ}-00'-00''$  with the last described course to the Southeast Corner of said Parcel 2, said Southeast Corner being a point on the Northerly Extension of the East Line of Lot 13 in said Original Town of Barnes lying 906.94 feet north of the Southeast Corner thereof; thence south 906.94 feet along said Northerly Extension, which Extension is also the East Line of the West 806.68 Feet of said Lot 4, and along the East Line of said Lot 13, which Lines form an angle to the left of  $90^{\circ}-00'-00''$  with the last described course to the Southeast Corner of said Lot 13, said Southeast Corner being on the North Right of Way Line of Main Street in said Original Town of Barnes; thence west 774.00 feet along said North Right of Way Line which forms an angle to the left of  $88^{\circ}-23'-40''$  with the last described course to the Southwest Corner of Lot 1 in said Original Town, said Southwest Corner being on the East Right of Way Line of West Street in said Original Town and also on the East Right of Way Line of Towanda Barnes Road (County Highway 29), lying 33 feet east of the West Line of said Lot 4; thence north 112.00 feet along said East Right of Way Line, being the West Line of said Lot 1 and the Northerly Extension thereof, which Lines form an angle to the left of  $91^{\circ}-36'-20''$  with the last described course to the North Line of the 12 foot-wide Alley Right of Way in the said Original Town; thence west 33.00 feet along the Westerly Extension of said North Line which forms an angle to the left of  $268^{\circ}-23'-40''$  with the last described course to the West Line of said Lot 4; thence north 690.46 feet along said West Line, which Line is also the West Line of the Southwest Quarter of said Section 29, which forms an angle to the left of  $91^{\circ}-36'-20''$  with the last described course to the Point of Beginning, excepting therefrom any portions thereof previously annexed.

**PARCEL 2:**

All that part of Main Street Right of Way in the Original Town of Barnes lying south of and adjacent to the South Line of said Parcel 1.

**PARCEL 3:**

All that part of Towanda Barnes Road Right of Way lying west of and adjacent to the West Lines of said Parcels 1 and 2, which has not been previously annexed.



Said parcels contain the following areas, (plus or minus):

Parcel 1 = 15.25 acres  
Parcel 2 = 0.82 acres  
Parcel 3 = 0.96 acres  
Total area = 17.03 acres

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the revised Petition to Annex and Rezone be approved and 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: Waive Formal Bid Process and Purchase NEOS Electronic Gaming System

Playworld Systems introduced an innovative, cutting edge new piece of playground equipment at the National Park and Recreation Association Congress in September 2007 called NEOS. NEOS is an electronic game for the whole body — and everybody. Nine (9) exciting games; three (3) skill levels; it is technology with an aerobic twist. Four (4) sleek towers house flashing lights, music, and sound effects. Players run back and forth, racing the clock and each other to slap the blinking lights. Each game presents a different set of challenges. Each game strengthens the mind, challenges the body, and delights the spirit. NEOS inspires laughter, smiles, and high energy cheers. It encourages memory retention, hand eye coordination, physical strength, and endurance.

NEOS is revolutionizing the playground in schoolyards, parks, and community spaces. Its modern design protects against harsh weather — even vandalism. NEOS is an investment in physical fitness, community building, family life, and education. It encourages teamwork and fosters healthy competition. People of all ages and activity levels can play, watch, and enjoy. This unit is mobile which will allow the department the ability to move it around to aid many different programs and facilities as needed.

Staff believes this is an innovative new product to assist people of all ages to become more active in their leisure time. Let's Go Play, Inc., Tinley Park, Illinois, is the sole vendor for our

area for this new product. We, therefore, respectfully request Council to waive the formal bid process and accept the quotation of \$29,900 from Let's Go Play, Inc., and authorize the Purchasing Agent to issue a purchase order for same. There are sufficient funds in the Equipment Replacement Fund account F14110-72140.

Respectfully,

John Kennedy  
Asst. Director Parks and Recreation

Tom Hamilton  
City Manager

**Alderman Fruin believed this was an innovative product. Cost was the issue. Budget concerns were a high priority. This equipment was not part of the long term plan. John Kennedy, Assistant Director Parks and Recreation, addressed the Council. The company which made this equipment realized today's kids are playing indoors, on electronic and interactive devices. This was a way to move kids outdoors. The funding for this piece of equipment would be from the annual budget under the replacement costs category. Improved maintenance on current equipment had made these funds available.**

**Mayor Stockton stated the equipment was mobile. Mr. Kennedy responded affirmatively. The department anticipated set up would take a team of two (2) people about thirty (30) minutes. They had been thinking of places such as Holiday Pool, Miller Park Zoo, the Kids Expo, etc.**

**Alderman Schmidt questioned if it might be used at the Senior Center. Mr. Kennedy answered affirmatively. It could be used at just about any public location. She also questioned the warranty on the equipment. Mr. Kennedy responded the quotation included a three (3) year warranty.**

**Alderman Hanson questioned if the usage of the equipment could be tracked. Mr. Kennedy believed it was possible to track the hours and numbers using the equipment.**

**Mr. Kennedy believed the Joliet Parks Department had purchased this equipment. This would be the first of its kind for the City's Parks and Recreation Department.**

**Alderman Finnegan questioned the possibility of seeing the equipment before the decision was made. Alderman Fruin concurred and stated additional information and a demonstration would assist in making the decision. Alderman Schmidt agreed. She would like to see the equipment tested. Mr. Kennedy would check availability with the company.**

**Alderman Stearns cited the investment in the Skate Park. She was concerned about the price of the new equipment. Mayor Stockton questioned Mr. Kennedy regarding the cost of conventional playground equipment in comparison. Mr. Kennedy responded approximately \$50,000 would purchase a reasonable set of playground equipment. Mayor Stockton stated the question revolved around if the City invested in conventional equipment, or this new concept.**

**Mayor Stockton questioned if the Council would like to lay this item over until a later meeting.**

**Motion by Alderman Fruin, seconded by Alderman Purcell that the item be laid over until the April 28, 2008 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: Bids for Construction of Fire Station #5 to be Located at 2602 Six Points Road

At the direction of the Council, previous bids for the construction of this fire station were rejected and the project re-bid to obtain a figure within the amount budgeted for this project. The scope of the facility was changed, including some downsizing and the elimination of LEED Certification efforts in order for the bid to come within budget. Many of the original green features have been retained in our efforts to be environmentally friendly with this building. Retained and included in the bid price were the geothermal HVAC and the insulation package. Interior and exterior finishes were changed, as well as the re-design of the central corridor.

To further assure that this project could proceed and come in within budget, a detailed list of alternate deducts was included. While we believe that all design components of the project were worthwhile, we wanted to guarantee a project that was within budget. We are recommending the following items be deducted from the bid:

A2 The deletion of two (2) sleeping rooms, (from ten to eight sleeping rooms). This will reduce the low bidder's price by \$20,000.

A4 Elimination of multiple sets of prefabricated skylights from both the apparatus area and the living areas. This will reduce the low bidder's price by \$39,000.

M1 Elimination of a commercial exhaust and extinguishing system for the kitchen. This will reduce the low bidder's price by \$5,700.

A bid tabulation sheet is attached, showing the base bids along with the amounts offered for each alternate deduct item. Staff has listed the bid totals utilizing all of the deduct items, and a listing of the bid totals utilizing the deduct items A2, A4, and M1. It is staff's recommendation that we not accept the remaining alternate deduct items. This will allow for a third apparatus bay and provide for drive around and drive in capabilities as provided for at other station locations. This will allow adequate room for current storage and reserve vehicle locations. The pavement will provide the ability to drive forward and into position from the rear of the building, rather than having the trucks and ambulances backing into the building. We expect long term savings by not having early maintenance and remodel needs by not accepting the alternate deduct for the kitchen.

The bid totals are as follows:

<u>Bidding Company</u>	<u>Bids with Deducts A2, A4 &amp; M1</u>	<u>Bids With All Deducts</u>
Peoria Metro Construction	\$2,895,600*	\$2,695,600
Johnston Contractors	\$2,925,000	\$2,698,000
Stelle Construction	\$2,945,220	\$2,780,395
Felmley-Dickerson	\$2,991,800	\$2,819,500
Bishop Brothers	\$3,034,846	\$2,881,189
P.J. Hoerr	\$3,175,000	\$3,000,000

\* Suggested Low Bid

Staff therefore recommends that the Council award the contract to Peoria Metro Construction, the low bidder, the bid shall include the acceptance of the proposed alternate deduct options A2, A4, and M1, for a bid price of \$2,895,600. This price allows for a contingency fund of \$104,400 to offset any unforeseen expenses that may occur and still remain under the \$3,000,000 price. We are also still hoping to see the receipt of the \$225,000 DECA grant from the State of Illinois as was secured by Representative Dan Brady. This project is to be paid for from account # X40170-72520.

Respectfully,

Keith Ranney  
Fire Chief

Bob Floyd  
Facilities Manager

Tom Hamilton  
City Manager

**Alderman Purcell received several calls regarding the building of this fire station. Further discussion would help people understand why the City was building this station at a cost of \$3 million.**

**Dan Shanks, Deputy Chief of Operations, addressed the Council. The City tried to keep first responders within a one and one half (1.5) mile radius of developments. Currently, the distance from Morris Ave. to Heartland Hills was twice that distance. All decisions were based on the ability to arrive on scene and provide services within a reasonable amount of time, usually three to five (3-5) minutes. As of now, without the new fire station, response time was seven to nine (7-9) minutes. Deputy Chief Shanks added the new fire station will serve the City's west side as it continued to grow. It was a logical, long term location. It would address the needs of the area.**

**Alderman Purcell questioned if the bid included everything necessary for the station to be fully functional. Deputy Chief Shanks responded the plans included everything needed by industry standards. The City would hire staff in November 2008, and open the station in spring 2009.**

**Mayor Stockton stated this was the first major construction project during his term as mayor. He believed it cemented the Council's commitment to a back to the basics approach. The City would be adding two (2) new fire stations. The second one would be located near to the new airport. It would be paid for by the federal government. The City needed to protect the citizens and provide backup for responders. The six (6) fire stations would be distributed throughout the City. He praised the Fire Department staff for their efforts.**

**Alderman Sage questioned if the new facilities would have designated space for the Police Department. Deputy Chief Shanks stated that there would be a four hundred (400) square foot office dedicated to the Police Department. Separate entrances and parking spaces were also in the plans.**

**Alderman Stearns questioned the number of fire trucks at the new facility. Deputy Chief Shanks stated there would be one (1) fire apparatus, the same as the other stations. There would be functional work units with staff dedicated to fire or ambulance duty.**

**Alderman Fruin questioned if the agreement with the contractor had a penalty clause in case the building was delayed. Deputy Chief Shanks agreed that a delay would be an inconvenience. The new staffing model would ensure each employee would start their job as negotiated. Alderman Fruin reiterated his question, should completion dates with penalties be included in the contract. Tom Hamilton, City Manager, addressed the Council. He explained, if the Council wished to include penalties, they would also have to include rewards. He added, the bids would probably be higher because the contractors would just build the penalty amount into their bids. Mayor Stockton concurred and cited his work experience in the private sector.**

**Motion by Alderman Stearns, seconded by Alderman Schmidt to suspend the rules.**

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

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

**Nays: Alderman Gibson.**

**Motion carried.**

**Dave Talley, 1011 Lake Fork Road, addressed the Council on behalf of Local 49. He requested the Council revisit the option of a training tower for the Fire Department. It was needed and would improve the efficiency and effectiveness of the department as a whole. He suggested any grant money received by the City be redirected from the new fire station to the training tower due to of the training needs within the department. Mayor Stockton assured Mr. Talley the training tower was still under consideration.**

**Alderman Fruin questioned if a training tower could be a joint venture with the Town of Normal. Mr. Talley responded affirmatively.**

**Alderman Stearns questioned if a new training tower would need to be staffed with separate trainers. Mr. Talley responded negatively. All of the Fire Department's Captains were Instructor Certified.**

**Motion by Alderman Schmidt, seconded by Alderman Gibson to return to order.**

**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.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the bid for Fire Station #5 be awarded to Peoria Metro Construction in the amount of \$2,895,600, 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: Proposed Ordinance Amending Chapter 27 of the City Code, Raising Water Rates

Following the 2007 Water Rate Study, recommendations to provide adequate revenues to build Water Department reserves and for sustained capital improvement projects, proposed water rate changes for Fiscal Year (FY) 2008/2009 of approximately seven percent (7%), effective May 1, 2008. This change would be from \$3.06 per hundreds of cubic feet (ccf) or 750 gallons to \$3.27 per ccf. Water customers would not see this increase until the City services bills are due in June, 2008. Future water rate changes amounting to approximately a seven percent (7%) increase each year would become effective on May 1 in 2009, 2010, and 2011. Those increases would be: FY 2009/10 from \$3.27/ccf to \$3.50/ccf, FY 2010/11 from \$3.50/ccf to \$3.75/ccf and FY 2011/12 from \$3.75/ccf to \$4.01/ccf. The increase would raise the usage rates (based upon the amount of water used) as noted, as well as the service charge (the fixed portion of the water bill).

In 2008, for nearly eighty-six percent (86%) of the customers in the City, (primarily residential customers), the increase would be about .08 per day. For three percent (3%) of customers, those served with the smallest sized meter in the system, their water bills will only increase about three percent (3%).

The rate structure change for most non-fire protection customers would be in two (2) parts, the aforementioned usage charge and the water service charge. In FY 2008/09 the water service charge would increase \$1.00/month for most residential meters. The water service charge on other size meters will increase as well, based upon on the size of the meter utilized. However, one exception is the smallest meter in our system, generally used in lower consumption customers. In FY 2008/09, this meter, (5/8 x 1/2" meter), will have the water service charge drop by .50. The service charge changes are noted below:

<b>Meter Size</b>	<b>FY 2007/08 Inside City (Current)</b>	<b>FY 2007/08 Outside City (Current)</b>	<b>FY 2008/09 Inside City</b>	<b>FY 2008/09 Outside City</b>	<b>FY 2009/10 Inside City</b>	<b>FY 2009/10 Outside City</b>	<b>FY 2010/11 Inside City</b>	<b>FY 2010/11 Outside City</b>	<b>FY 2011/12 Inside City</b>	<b>FY 2011/12 Outside City</b>
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
5/8 inch x 1/2 inch	\$2.50	\$4.00	\$2.00	\$3.50	\$1.75	\$3.25	\$1.50	\$3.00	\$1.25	\$2.75
5/8 inch x 3/4 inch	\$2.50	\$4.00	\$3.50	\$5.00	\$4.00	\$5.50	\$4.50	\$6.00	\$5.00	\$6.50

¾ inch	\$3.50	\$5.00	\$4.50	\$6.00	\$5.00	\$6.50	\$5.50	\$7.00	\$6.00	\$7.50
1 inch	\$5.00	\$7.50	\$6.50	\$8.50	\$7.00	\$9.00	\$7.50	\$9.50	\$8.00	\$10.00
1 ½ inch	\$8.00	\$10.00	\$9.00	\$11.50	\$9.50	\$12.00	\$10.00	\$12.50	\$10.50	\$13.00
2 inch	\$12.00	\$15.00	\$13.00	\$17.00	\$14.00	\$18.00	\$15.00	\$19.00	\$16.00	\$20.00
3 inch	\$21.00	\$30.00	\$23.00	\$32.00	\$24.00	\$34.00	\$26.00	\$37.00	\$28.00	\$39.00
4 inch	\$35.00	\$50.00	\$37.00	\$53.00	\$40.00	\$57.00	\$43.00	\$61.00	\$46.00	\$66.00
6 inch	\$70.00	\$100.00	\$75.00	\$107.00	\$80.00	\$115.00	\$86.00	\$123.00	\$92.00	\$131.00
8 inch	\$110.00	\$150.00	\$119.00	\$160.00	\$128.00	\$172.00	\$137.00	\$184.00	\$146.00	\$196.00

In addition to the service fee, the City is proposing a water rate usage change for our wholesale customers in the Villages of Hudson and Towanda. The fifteen percent (15%) would be the first since 1994. The Bloomington Township Public Water District, (BTPWD), would increase seven percent (7%). They experienced an increase of five percent (5%) in 2006 and prior to that experienced an increase in 2003 as well.

Another aspect of this rate change is the adoption of the fire protection charge, based upon the size of the fire service supplying the water to the private fire protection system. This is calculated at \$6.80 per inch of fire service. Since the investigation and verification of these fire services will take some time, this rate change will become effective on January 1, 2009. Future changes in the fire protection charge would take place on January 1 in 2010, 2011, and 2012. Those changes would be: in 2010 from \$6.80/inch of fire service line to \$13.60/inch of fire service line, in 2011 from \$13.60/inch of fire service line to \$20.40/inch of fire service line, and in 2012 from \$20.40/inch of fire service line to \$27.20/inch of fire service line.

Staff requests that Council adopt this Ordinance amending Chapter 27 of the Bloomington City Code.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager



**ORDINANCE NO. 2008 - 24**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 27**

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

SECTION 1. That Bloomington City Code Chapter 27, Section 27, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 27 WATER RATES.

Effective on billing cycles beginning ~~July 1, 2006~~ May 1, 2008, the cost of City water shall be ascertained according to the amount of water used during the month for which the charge is made and shall be graduated as follows:

	Rate Per 100 Cubic Feet	
	Inside City	Outside City
First 2,300 cubic feet per month	<del>\$3.06</del> <u>\$3.27</u>	<del>\$6.92</del> <u>\$7.40</u>
Next 11,700 cubic feet per month	<del>\$2.95</del> <u>\$3.16</u>	<del>\$6.76</del> <u>\$7.23</u>
Next 486,000 cubic feet per month	<del>\$2.61</del> <u>\$2.79</u>	<del>\$5.91</del> <u>\$6.32</u>
Over 500,000 cubic feet per month	<del>\$2.05</del> <u>\$2.19</u>	<del>\$4.67</del> <u>\$5.00</u>
 Bloomington Township		<del>\$3.06</del> <u>\$3.27</u>
Village of Hudson		<del>\$2.20</del> <u>\$2.52</u>
Village of Towanda		<del>\$2.20</del> <u>\$2.52</u>

Effective on billing cycles beginning May 1, 2009, the cost of City water shall be ascertained according to the amount of water used during the month for which the charge is made and shall be graduated as follows:

	Rate Per 100 Cubic Feet	
	<u>Inside City</u>	<u>Outside City</u>
<u>First 2,300 cubic feet per month</u>	<u>\$3.50</u>	<u>\$7.92</u>
<u>Next 11,700 cubic feet per month</u>	<u>\$3.38</u>	<u>\$7.74</u>
<u>Next 486,000 cubic feet per month</u>	<u>\$2.99</u>	<u>\$6.77</u>
<u>Over 500,000 cubic feet per month</u>	<u>\$2.35</u>	<u>\$5.35</u>
 <u>Bloomington Township</u>		<u>\$3.50</u>
<u>Village of Hudson</u>		<u>\$2.74</u>
<u>Village of Towanda</u>		<u>\$2.74</u>

Effective on billing cycles beginning May 1, 2010, the cost of City water shall be ascertained according to the amount of water used during the month for which the charge is made and shall be graduated as follows:

	<u>Rate Per 100 Cubic Feet</u>	
	<u>Inside City</u>	<u>Outside City</u>
<u>First 2,300 cubic feet per month</u>	<u>\$3.75</u>	<u>\$8.47</u>
<u>Next 11,700 cubic feet per month</u>	<u>\$3.62</u>	<u>\$8.28</u>
<u>Next 486,000 cubic feet per month</u>	<u>\$3.20</u>	<u>\$7.24</u>
<u>Over 500,000 cubic feet per month</u>	<u>\$2.51</u>	<u>\$5.72</u>
<u>Bloomington Township</u>		<u>\$3.75</u>
<u>Village of Hudson</u>		<u>\$2.99</u>
<u>Village of Towanda</u>		<u>\$2.99</u>

Effective on billing cycles beginning May 1, 2011, the cost of City water shall be ascertained according to the amount of water used during the month for which the charge is made and shall be graduated as follows:

	<u>Rate Per 100 Cubic Feet</u>	
	<u>Inside City</u>	<u>Outside City</u>
<u>First 2,300 cubic feet per month</u>	<u>\$4.01</u>	<u>\$9.06</u>
<u>Next 11,700 cubic feet per month</u>	<u>\$3.87</u>	<u>\$8.86</u>
<u>Next 486,000 cubic feet per month</u>	<u>\$3.42</u>	<u>\$7.75</u>
<u>Over 500,000 cubic feet per month</u>	<u>\$2.69</u>	<u>\$6.12</u>
<u>Bloomington Township</u>		<u>\$4.01</u>
<u>Village of Hudson</u>		<u>\$3.26</u>
<u>Village of Towanda</u>		<u>\$3.26</u>

The rates charged for water taken by truck from the City Pumping Station at Lake Bloomington or the City Pumping Station at Mason and Division Streets shall be twenty-five cents (\$0.25) per forty (40) gallons and such water shall be used as potable water only.

Effective May 1, 2008, the rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

2008

Meter Size	Inside City Amount	Outside City Amount
$\frac{5}{8}$ x $\frac{1}{2}$ inch	<del>\$2.50</del> \$2.00	<del>\$4.00</del> \$3.50
$\frac{5}{8}$ x $\frac{3}{4}$ inch	<del>\$2.50</del> \$3.50	<del>\$4.00</del> \$5.00
$\frac{3}{4}$ inch	<del>\$3.50</del> \$4.50	<del>\$5.00</del> \$6.00
1 inch	<del>\$5.00</del> \$6.50	<del>\$7.50</del> \$8.50
1 $\frac{1}{2}$ inch	<del>\$8.00</del> \$9.00	<del>\$10.00</del> \$11.50
2 inch	<del>\$12.00</del> \$13.00	<del>\$15.00</del> \$17.00
3 inch	<del>\$21.00</del> \$23.00	<del>\$30.00</del> \$32.00
4 inch	<del>\$35.00</del> \$37.00	<del>\$50.00</del> \$53.00
6 inch	<del>\$70.00</del> \$75.00	<del>\$100.00</del> \$107.00
8 inch	<del>\$110.00</del> \$119.00	<del>\$150.00</del> \$160.00

Effective May 1, 2009, the rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

2009

<u>Meter Size</u>	<u>Inside City Amount</u>	<u>Outside City Amount</u>
<u><math>\frac{5}{8}</math> x <math>\frac{1}{2}</math> inch</u>	<u>\$ 1.75</u>	<u>\$3.25</u>
<u><math>\frac{5}{8}</math> x <math>\frac{3}{4}</math> inch</u>	<u>\$4.00</u>	<u>\$5.50</u>
<u><math>\frac{3}{4}</math> inch</u>	<u>\$5.00</u>	<u>\$6.50</u>
<u>1 inch</u>	<u>\$7.00</u>	<u>\$9.00</u>
<u>1 <math>\frac{1}{2}</math> inch</u>	<u>\$9.50</u>	<u>\$12.00</u>
<u>2 inch</u>	<u>\$14.00</u>	<u>\$18.00</u>
<u>3 inch</u>	<u>\$24.00</u>	<u>\$34.00</u>
<u>4 inch</u>	<u>\$40.00</u>	<u>\$57.00</u>
<u>6 inch</u>	<u>\$80.00</u>	<u>\$115.00</u>
<u>8 inch</u>	<u>\$128.00</u>	<u>\$172.00</u>

Effective May 1, 2010, the rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

2010

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
	<u>Amount</u>	<u>Amount</u>
<u>5/8 x 1/2 inch</u>	<u>\$1.50</u>	<u>\$3.00</u>
<u>5/8 x 3/4 inch</u>	<u>\$4.50</u>	<u>\$6.00</u>
<u>3/4 inch</u>	<u>\$5.50</u>	<u>\$7.00</u>
<u>1 inch</u>	<u>\$7.50</u>	<u>\$9.50</u>
<u>1 1/2 inch</u>	<u>\$10.00</u>	<u>\$12.50</u>
<u>2 inch</u>	<u>\$15.00</u>	<u>\$19.00</u>
<u>3 inch</u>	<u>\$26.00</u>	<u>\$37.00</u>
<u>4 inch</u>	<u>\$43.00</u>	<u>\$61.00</u>
<u>6 inch</u>	<u>\$86.00</u>	<u>\$123.00</u>
<u>8 inch</u>	<u>\$137.00</u>	<u>\$184.00</u>

Effective May 1, 2011, the rates charged for water shall in no case be less than the monthly service charge which shall be determined by the water meter size as follows:

2011

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
	<u>Amount</u>	<u>Amount</u>
<u>5/8 x 1/2 inch</u>	<u>\$1.25</u>	<u>\$2.75</u>
<u>5/8 x 3/4 inch</u>	<u>\$5.00</u>	<u>\$6.50</u>
<u>3/4 inch</u>	<u>\$6.00</u>	<u>\$7.50</u>
<u>1 inch</u>	<u>\$8.00</u>	<u>\$10.00</u>
<u>1 1/2 inch</u>	<u>\$10.50</u>	<u>\$13.00</u>
<u>2 inch</u>	<u>\$16.00</u>	<u>\$20.00</u>
<u>3 inch</u>	<u>\$28.00</u>	<u>\$39.00</u>
<u>4 inch</u>	<u>\$46.00</u>	<u>\$66.00</u>
<u>6 inch</u>	<u>\$92.00</u>	<u>\$131.00</u>
<u>8 inch</u>	<u>\$146.00</u>	<u>\$196.00</u>

SEC. 28 FIRE PROTECTION CHARGES

Effective January 1, 2009, the monthly rate for private fire protection, in the form of a fire booster pump, sprinkler system, private fire hydrants or any other fire suppression equipment connected to the City's water system shall be charged the rate of \$6.80 per inch, or fraction thereof rounded to the next highest inch, of fire service connection. Fire suppression systems that

utilize a combined domestic and fire service line shall be calculated using the size of the combined line connection at the water main for determining the proper charge.

Effective January 1, 2010, the monthly rate for private fire protection, in the form of a fire booster pump, sprinkler system, private fire hydrants or any other fire suppression equipment connected to the City's water system shall be charged the rate of \$13.60 per inch, or fraction thereof rounded to the next highest inch, of fire service connection. Fire suppression systems that utilize a combined domestic and fire service line shall be calculated using the size of the combined line connection at the water main for determining the proper charge.

Effective January 1, 2011, the monthly rate for private fire protection, in the form of a fire booster pump, sprinkler system, private fire hydrants or any other fire suppression equipment connected to the City's water system shall be charged the rate of \$20.40 per inch, or fraction thereof rounded to the next highest inch, of fire service connection. Fire suppression systems that utilize a combined domestic and fire service line shall be calculated using the size of the combined line connection at the water main for determining the proper charge.

Effective January 1, 2012, the monthly rate for private fire protection, in the form of a fire booster pump, sprinkler system, private fire hydrants or any other fire suppression equipment connected to the City's water system shall be charged the rate of \$27.20 per inch, or fraction thereof rounded to the next highest inch, of fire service connection. Fire suppression systems that utilize a combined domestic and fire service line shall be calculated using the size of the combined line connection at the water main for determining the proper charge.

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 24<sup>th</sup> day of March, 2008.

APPROVED this 25<sup>th</sup> day of March, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Craig M. Cummings, Director of Water, addressed the Council. A rate study had been completed. The City's water distribution system had a revenue requirement in order to be self sufficient and complete capitol projects. The increase in water fees was determined by the customer class. The Water Department's goal was to focus on infrastructure.**

**Alderman Finnegan questioned the cost to the average residential home. Mr. Cummings responded an average family, which uses approximately five thousand (5,000) gallons monthly would see an increase of eight cents (\$.08) per day. Alderman Finnegan then inquired about the costs for the commercial customers. Mr. Cummings responded those numbers had been done. He did not have specifics but would be happy to obtain those numbers for the Council.**

**Alderman Stearns questioned if the monthly service charge was included with the per day increase. Mr. Cummings answered negatively. He stated the monthly service charge would increase by approximately \$4.00 for residents within the City.**

**Alderman Stearns questioned the dollar amount staff wanted to have in the reserve fund. Mr. Cummings explained the study concluded that \$10 million over ten (10) years would be adequate. The current reserve fund was \$1.5 million.**

**Alderman Stearns stated a rate increase was a fact of life. It would be more reasonable to have the amount of the proposed increase linked more closely to the cost of living. The rate and service charge increase equaled seven percent (7%). She believed this amount was too large. Mr. Cummings stated this proposal was a revenue need to meet the City's growth. It included infrastructure improvements as well as increased costs of doing business.**

**Mayor Stockton stated the City was concerned about need for additional water supplies for anticipated growth. A fund was needed to start the process. Additional water supplies would cost the City millions of dollars.**

**Alderman Huette supported the attempt to balance the increase between the usage and service charge. He questioned the projected fund balance in 2012. Mr. Cummings speculated the fund would be approximately \$6 million. Alderman Huette questioned what percentage of the new revenue would be added to the reserve fund and what amount would be added to operation and maintenance. Mr. Cummings restated that the department would like to increase funding for capital projects. He stated the proposal increased the reserve fund by approximately \$1 million per year. Tom Hamilton, City Manager,**

reminded the Council of the need to reinvest in the current system as well as build the reserves.

Mr. Cummings explained the need to prioritize the capitol projects. Some neighborhoods had issues with water mains breakage. Issues were not necessarily tied to the age of the water main. In the long term, the City would map the water main system for size, condition, etc., and determine the areas of greatest need.

Alderman Purcell questioned the cost of a regional water supply. Mr. Cummings explained the \$35 million was an estimate, and staff had no specific site in mind with which to start.

Alderman Purcell questioned if the City could do a one (1) year increase and revisit the issue next year. Mr. Cummings encouraged the Council to revisit this each year. The commercial customers, needed to be aware of the increases at least a year in advance.

Alderman Huette commended Mr. Cummings for his efforts. He specifically thanked him for the information based on usage, quantity and quality of the water system. He echoed Alderman Stearns in his concern of the large increase at one time versus having smaller increases over a number of years. He acknowledged the City's cost of doing business had increased and stated this was an ongoing process.

Alderman Sage stated his concern with the percentage of increase versus the cost of living. This increase was twice the rate of inflation. Mr. Cummings responded the City had changed focus a few times in the past. There had been several water projects which had been tied to road projects. It made sense to do them at that point and time. Now the reserve fund was low and the City was playing catch up. He cited many other cities throughout Illinois who were faced with a double digit increase to water rates. Alderman Sage believed the neighborhoods appreciated the Water Department's work.

Mr. Cummings stated the 2003 rate study was impacted by the storm water management fee. He cited the recent increases in the City's cost of doing business and reiterated the City's commitment to build a reserve fund, plus accomplish the capital projects. Alderman Sage stated money was the focus for most everyone. Mr. Cummings responded the City's focus was on water infrastructure. Staff was encouraging a more innovative work process along with a value maintenance program. The City needed to shift from a reactive role to a proactive role to address the water system. He cited the fire hydrant testing program as an example.

Alderman Huette questioned the rate structure and the City's long term water supply commitment. He believed the City needed to look at infrastructure and not deplete reserves.

Alderman Sage stated the importance of a unit well. It would be challenging for the City to be systematic and intentional in the amount of increases. People tended to have an emotional reaction to large fee increases. Mr. Cummings stated the plan was for four (4)

years. It was a sustained program. The majority of the annual revenue was generated during the summer months. The City would need to compare the performance against a benchmark. Alderman Sage appreciated the proactive approach.

Mr. Cummings stated the importance of the regional water supply. The City needed a source water plan and better forecasting tools. A new rate structure, with conservation rates, would need to be reviewed. Alderman Stearns questioned the minimum price. Mr. Cummings stated conservation rates needed to be reviewed. Currently, the City can only focus on the field data. Staff expected a report later in 2008.

Mayor Stockton reminded the Council this plan was not set in concrete. It was fluid and funding needed to be evaluated and changed as necessary.

**Motion by Alderman Gibson, seconded by Alderman Finnegan to call the question.**

**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.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson that the Text Amendment be approved and the Ordinance passed.**

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

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

**Nays: None.**

**Motion carried.**

**MAYOR'S DISCUSSION:** Mayor Stockton informed the Council that a group of individuals from McLean County went to Washington DC. They visited with area Senators and Congressmen. The visited lasted three (3) days. The purpose was to request federal money for the area. One Voice was currently working on four (4) projects: Bloomington Center for the Performing Arts Education Center, Normal Transportation Center, Economic Development Council/Illinois State University incubator and the Lexington sewer project. Each requested earmarked money for their organizations.

He reminded the Council that a Budget Work Session would be held on Monday, March 31, 2008 at 5:30 p.m.



Mayor Stockton reminded the Council the Lord Mayor of Canterbury, Bloomington's Sister City, would be visiting the City. There were a number of events planned including a reception.

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

**ALDERMEN'S DISCUSSION:** Alderman Huette questioned the Fire Department's response time and if a fire station was needed on the northeast side of the City. Tom Hamilton, City Manager, stated there had been no progress. He believed it would be up to the Town of Normal. They had just finished the Raab Road Station. Alderman Huette questioned if Normal would be interested in a joint facility. Mr. Hamilton did not know. He reminded the Council that the new airport station, when complete, would offer a full range of services.

Alderman Huette questioned a possible development located along Airport and Fort Jesse Roads in the Town of Normal. If it happened, would the City charge tap on fees to the Town for use of the detention basin located at Royal Links Subdivision. Mr. Hamilton stated if the Royal Links detention basin was used by the Town, then a usage fee was paid at the time of the Final Plat.

Alderman Stearns stated water was a critical issue. Previous Council's did not enact rate increases. Now the City anticipated a forty-six percent (46%) increase, which was critical to the plan. The City needed to make an investment in the water planning. She believed the increase would be closer to eleven percent (11%) per year as opposed to the seven percent (7%) previously stated.

Alderman Purcell acknowledged the importance of water and expressed his preference for a one (1) year time frame for an increase. The issue needed to be revisited annually.

Alderman Fruin reiterated the importance of the water discussion. The Council needed to be careful with their motions and have the intention of reviewing the water rates annually.

He also stated his concern with signage outside of liquor stores. He believed signage exceeded what was allowed by code. These types of issues were driven on a complaint basis. Mayor Stockton stated safety was the main concern. The City had audited businesses in the past. Floor space applied to "G" Gasoline classification in code. That was actually measured every two to three (2-3) years.

Alderman Sage expressed his appreciation to Doug Grovesteen, Director of Engineering, and Barb Adkins, Deputy City Manager, regarding the Oakwoods Subdivision.

**He had visited the Skate Park. It was an example of compromise through discussion. Each discussion was a learning opportunity to better understand issues. It was important to have legitimate, credible conversations.**

**Alderman Hanson expressed his concern with the amount of misinformation regarding the structure of government. The Water Enterprise Fund stands alone, (revenue and expenses). The General Fund earns revenue through fees and taxes. The Council's job was to figure out how to balance the General Fund. People needed to understand the structure and how it worked together.**

**Alderman Finnegan expressed his excitement that Towanda Avenue was almost completed.**

**Motion by Alderman Finnegan, seconded by Alderman Gibson, that the meeting be adjourned. Time: 9:44 p.m.**

**Motion carried.**

**Tracey Covert  
City Clerk**