

**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, February 25, 2008.

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

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

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

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

**The following was presented:**

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

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

1. Declaring March 10, 2008 as Internet Safety Awareness Day.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Mayor Stockton read and presented the proclamation declaring March 10, 2008 as Internet Safety Awareness Day to Kelly Hendrix, representative for Project Oz.**

**Ms. Hendrix thanked the Mayor and Council. It was an honor to receive this proclamation. Ms. Hendrix informed the Council that a forum would be held on March 10, 2008. The goal was to bring internet safety awareness to the community. It would highlight trends and educate parents regarding childhood safety on the internet.**

**Mayor Stockton conveyed his hope the initiative be successful.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Council Proceedings of November 13,2007 and Executive Sessions of February 11, 2008

The Council Proceedings of November 13, 2007 and the Executive Sessions of February 11, 2008 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of November 13, 2007 and Executive Sessions 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 Hanson, seconded by Alderman Schmidt 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 ninth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$18,738 will have been paid to date for work certified as 75% complete for the Peace Meal. Completion date – April 2008.
2. The ninth partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$5,616 will have been paid to date for work certified as 75% complete for the John M. Scott Home Delivered Meals. Completion date – May 2008.
3. The eighteenth 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 \$119,999.88 will have been paid to date for work certified as 30% complete for the McLean County Economic Development. Completion date – August 2011.
4. The eighth partial payment to the Pantagraph in the amount of \$2,064.32 on a contract amount of \$35,350.92 of which \$22,452.28 will have been paid to date for work certified as 64% complete for the 2007-2008 Seasonal Advertising Services. Completion date – April 2008.

5. The third partial payment to Truesdell Corp. of WI Inc. in the amount of \$10,000.80 on a contract amount of \$136,488 of which \$132,840 will have been paid to date for work certified as 97% complete for the Police Parking Deck. Completion date – November 2007.
6. The twelfth partial payment to McLean County in the amount of \$2,483.42 on a contract amount of \$100,000 of which \$39,250.82 will have been paid to date for work certified as 39% complete for the East Side Corridor Study. Completion date – April 2008.
7. The fifteenth partial payment to Ratio Architects, Inc. in the amount of \$2,342.69 on a contract amount of \$135,240 of which \$115,447.75 will have been paid to date for work certified as 85% complete for the Miller Park Playground Renovation. Completion date – February 2008.
8. The fourth partial payment to Farnsworth Group in the amount of \$804 on a contract amount of \$246,100 of which \$26,843.99 will have been paid to date for work certified as 11% complete for the Design/Development – Kickapoo Renovation. Completion date – October 2008.
9. The fifth partial payment to Farnsworth Group in the amount of \$9,106.72 on a contract amount of \$246,100 of which \$35,950.71 will have been paid to date for work certified as 15% complete for the Design/Development – Kickapoo Renovation. Completion date – October 2008.
10. The third and final payment to McLean County in the amount of \$15,361.30 on a contract amount of \$23,650 of which \$23,650 will have been paid to date for work certified as 100% complete for the Towanda Barnes/Oakland Avenue Traffic Signals. Completion date – February 2008.
11. The ninth and final payment to Laesch Electric, Inc. in the amount of \$16,632.08 on a contract amount of \$189,372.08 of which \$189,372.08 will have been paid to date for work certified as 100% complete for the MacArthur at Main & Center Traffic Signals. Completion date – November 2007.
12. The eight partial payment to Terracon Consultants, Inc. (Dept. 1277) in the amount of \$216.75 on a per ton and hour contract of which \$27,320.40 will have been paid to date for work certified as ongoing for the 2007-2008 Asphalt & Portland Concrete Plant Inspection and Lab Testing. Completion date – July 2008.
13. The third partial payment to Stark Excavating, Inc. in the amount of \$69,408.25 on a contract amount of \$1,925,274.55 of which \$173,029.84 will have been paid to date for work certified as 9% complete for the Morris Avenue – Miller to Fox Hill Apartments. Completion date – January 2009.

14. The fifty-fourth partial payment to Farnsworth Group in the amount of \$4,369.75 on a contract amount of \$1,077,688.73 of which \$1,019,115.48 will have been paid to date for work certified as 95% complete for the Design Transmission Water Main to Lake Bloomington. Completion date – February 2008.
15. The eleventh and final payment to Gildner Plumbing, Inc. in the amount of \$12,938 on a contract amount of \$633,738 of which \$633,738 will have been paid to date for work certified as 100% complete for the Fox Creek Road 16” Water Main: Beich to Old Cabintown. Completion date – October 2007.
16. The third partial payment to Clark Dietz, Inc. in the amount of \$22,326.23 on a contract amount of \$305,000 of which \$31,095.83 will have been paid to date for work certified as 10% complete for the Locust/Colton Street Sewer & Water Main Replacement Design. Completion date – May 2008.

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 Hanson, seconded by Alderman Schmidt 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 January, 2008

Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the month of January, 2008 were presented for Audit by the Township Supervisor.

The Audit of these accounts took place on Monday, February 25, 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 Hanson, seconded by Alderman Schmidt that the audit of the bills and payrolls for the Township for the month of January, 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:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Reports

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

1. Monthly Receipt & Expenditure Report, January, 2008.
2. Police Department – 2007 Annual Report.
3. Fire Department – 2007 Report.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

**Alderman Fruin acknowledged the reports. The information was helpful to the Council.**

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the reports 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: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Enter a Professional Services Agreement with Clark Dietz, Inc., for Inspection Services of the Division Street Security Lighting Project at the Division Street Reservoirs

The design and construction of lighting improvements at the Division Street Reservoirs has been awarded to Prairieland Electric, Inc. and the construction will be starting at any time. As such, staff would like to employ Clark Dietz, Inc. for construction inspection services.

Staff respectfully requests that Council waive the formal bidding process for this professional service and authorize an agreement with Clark Dietz, Inc., in an amount not to exceed \$18,600. Funds for this service will be paid for with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 09**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CLARK DIETZ,  
INC., FOR INSPECTION SERVICES OF THE DIVISION STREET SECURITY  
LIGHTING PROJECT AT THE DIVISION STREET RESERVOIRS IN AN AMOUNT  
NOT TO EXCEED \$18,600**

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

1. That the bidding process be waived and authorizing a Professional Services Agreement with Clark Dietz, Inc., for Inspection Services of the Division Street Security Lighting Project at the Division Street Reservoirs in an amount not to exceed \$18,600.

ADOPTED this 25<sup>th</sup> day of February, 2008.

APPROVED this 26<sup>th</sup> day of February, 2008.

APPROVED

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT**

Project Name (“Project”)

City of Bloomington  
Division Street Reservoir Lighting Project - Construction Observation Services

This Agreement is by and between



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

and

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

Who agree as follows:

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

Approved for Client

By: Stephen F. Stockton  
Title: Mayor  
Date: March 12, 2008

Approved for Clark Dietz

By: Ron Leverich  
Title: Sr. Vice President  
Date: December 10, 2007

## PART I SERVICES

### A. Project Description

Clark Dietz shall provide construction document services for Division Street Reservoir Lighting Project and construction observation services for the Division Street Reservoir Lighting Project.

### B. Scope

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

Division Street Reservoir Lighting Project - Construction Document Services

1. Clark Dietz will prepare a tabulation of the bids, review the bids received and make a recommendation regarding the award of the bid.
2. Clark Dietz will prepare Contract Documents for execution by the contractor and the Client.

C. Division Street Reservoir Lighting Project - Construction Observation Services

1. Clark Dietz will attend a preconstruction meeting and conduct a site visit and do a video tape recording of the entire project area prior to construction.
2. Clark Dietz will review shop drawings.
3. Clark Dietz will attend up to three progress pay meetings and process the associated pay applications.
4. Clark Dietz will answer contractor questions, provide clarifications and issue change orders, as necessary.
5. Clark Dietz will prepare record drawings based on the record drawings maintained by the contractor during construction.
6. Clark Dietz will provide up to 96 hours of construction observation.

D. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

1. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
2. This agreement does not include the preparation of assessment roles or schedules.
3. This agreement does not include geotechnical investigations.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

## PART II CLIENT'S RESPONSIBILITIES

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

### A. Information/Reports

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

### B. Representative

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

### C. Decisions

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

### D. Other

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

## PART III COMPENSATION

### A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$18,600.

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

**B. Billing and Payment**

**1. Timing/Format**

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

**2. Billing Records**

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

(PART IV STANDARD TERMS & CONDITIONS PAGE 1 & 2, SCHEDULE OF GENERAL BILLING RATES ON FILE IN CLERK'S OFFICE)

**Alderman Purcell questioned the type of professional services recommended for the inspections. Craig Cummings, Director of Water, addressed the Council. The City does not have the staff to complete the inspections. This firm had designed one of the projects and was already providing inspection services at Parkview. These three (3) proposed projects were not large enough projects in themselves to warrant their own individual inspector. Entering into an agreement meant that the inspector's time would be divided between all four (4) projects.**

**Alderman Stearns questioned if the inspection work could be done in house as a cost saving measure for the City. This had been discussed in the past. City Engineers did not have the time to complete the inspections. Alderman Stearns reiterated the manpower issue. Mr. Cummings answered affirmatively.**

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the formal bidding process be waived, the agreement with Clark Dietz, Inc., be approved in an amount not to exceed \$18,600, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**To: Honorable Mayor and Members of the City Council**

**From: Staff**

**Subject: Waive the Formal Bidding Process and Enter a Professional Services Agreement with Clark Dietz, Inc., for Inspection Services of the Water Main Construction Project on East Lincoln Street from Morrissey Street to McGregor Street**

Staff has requested design and construction of a new water main on East Lincoln Street from Morrissey Street to McGregor Street to connect existing large diameter water mains and improve flow and pressure in the distribution system. In addition, the intersection of Morrissey and Lincoln Streets will be rebuilt this summer and certain water mains must be relocated prior to the intersection reconstruction.

The project was bid and awarded to George Gildner, Inc., and the construction will begin this spring. As such, staff would like to employ Clark Dietz, Inc. for construction inspection services.

Staff respectfully requests that Council waive the formal bidding process for this professional service and authorize an agreement with Clark Dietz, Inc., in an amount not to exceed \$20,000. Funds for this service will be paid for with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 10**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CLARK DIETZ,  
INC., FOR INSPECTION SERVICES OF THE WATER MAIN CONSTRUCTION  
PROJECT ON EAST LINCOLN STREET FROM MORRISSEY STREET TO  
MCGREGOR STREET IN AN AMOUNT NOT TO EXCEED \$20,000**

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

1. That the bidding process be waived and authorizing a Professional Services Agreement with Clark Dietz, Inc., for Inspection Services of the Water Main Construction Project on East Lincoln Street from Morrissey Street to McGregor Street in an amount not to exceed \$20,000.

ADOPTED this 25<sup>th</sup> day of February, 2008.

APPROVED this 26<sup>th</sup> day of February, 2008.

APPROVED

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

City of Bloomington  
Lincoln Street Water Main Project – Construction Observation Services

This Agreement is by and between

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

and

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

Who agree as follows:

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

Approved for Client

By: Stephen F. Stockton  
Title: Mayor  
Date: March 12, 2008

Approved for Clark Dietz

By: Ron Leverich  
Title: Sr. Vice President  
Date: December 10, 2007

### PART I SERVICES

A. Project Description

Clark Dietz shall provide construction document services for Lincoln Street Water Main Project.

B. Scope

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

Lincoln Street Water Main Project - Construction Observation Services

1. Clark Dietz will review project drawings and specifications to familiarize resident observer and project manager with water main project.
2. Clark Dietz will review shop drawings.
3. Clark Dietz will attend a preconstruction meeting coordinated by City of Bloomington Water Department.
4. Clark Dietz will attend a preconstruction meeting and conduct a site visit and do a video tape recording of the entire project area prior to construction.
5. Clark Dietz will attend up to three progress pay meetings and process the associated pay applications.
6. Clark Dietz will answer contractor questions, provide clarifications and issue change orders, as necessary.
7. Clark Dietz will prepare record drawings based on the record drawings maintained by the contractor during construction. The record drawings will be a red pencil markup of the project drawings.
8. Clark Dietz will provide up to 80 hours of construction observation.

D. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

1. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
2. This agreement does not include the preparation of assessment roles or schedules.
3. This agreement does not include geotechnical investigations.



4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

## PART II CLIENT'S RESPONSIBILITIES

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

### A. Information/Reports

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

### B. Representative

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

### C. Decisions

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

### D. Other

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

## PART III COMPENSATION

A. Compensation

Compensation for the Services shall be as follows:

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

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

B. Billing and Payment

1. Timing/Format

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

2. Billing Records

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

(PART IV STANDARD TERMS & CONDITIONS PAGE 1 & 2, SCHEDULE OF GENERAL BILLING RATES ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the formal bidding process be waived, the agreement with Clark Dietz, Inc. be approved in an amount not to exceed \$20,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Enter a Professional Services Agreement with Clark Dietz, Inc., for Inspection Services of the Water Main Installation Project on West Miller Street

Staff has requested design and construction of a new water main on West Miller Street from Oak Street to Low Street where there is no water main and the homes on the street are served by undersized, privately owned water services known as "wildcat" services. The design of this water main is complete and the project will be bid within the next few weeks. Once the project is bid and Council approves the successful bidder, staff respectfully requests to employ Clark Dietz, Inc. for construction inspection services.

Staff respectfully requests that Council waive the formal bidding process for this professional service and authorize an agreement with Clark Dietz, Inc., in an amount not to exceed \$20,000. Funds for this service will be paid for with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 11**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CLARK DIETZ,  
INC., FOR INSPECTION SERVICES OF THE WATER MAIN INSTALLATION  
PROJECT ON WEST MILLER STREET IN AN AMOUNT NOT TO EXCEED \$20,000**

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

1. That the bidding process be waived and authorizing a Professional Services Agreement with Clark Dietz, Inc., for Inspection Services of the Water Main Installation Project on West Miller Street.

ADOPTED this 25<sup>th</sup> day of February, 2008.

APPROVED this 26<sup>th</sup> day of February, 2008.

APPROVED

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT**

Project Name (“Project”)

City of Bloomington  
Miller Street Water Main Project – Construction Observation Services

This Agreement is by and between

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

and

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

Who agree as follows:

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

Approved for Client

By: Stephen F. Stockton  
Title: Mayor  
Date: March 12, 2008

Approved for Clark Dietz

By: Ron Leverich  
Title: Sr. Vice President  
Date: December 10, 2007

## PART I SERVICES

### A. Project Description

Clark Dietz shall provide construction document services for Miller Street Water Main Project.

### B. Scope

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

## Miller Street Water Main Project - Construction Observation Services

1. Clark Dietz will review project drawings and specifications to familiarize resident observer and project manager with water main project.
2. Clark Dietz will review shop drawings.
3. Clark Dietz will attend a preconstruction meeting coordinated by City of Bloomington Water Department.
4. Clark Dietz will attend a preconstruction meeting and conduct a site visit and do a video tape recording of the entire project area prior to construction.
5. Clark Dietz will attend up to three progress pay meetings and process the associated pay applications.
6. Clark Dietz will answer contractor questions, provide clarifications and issue change orders, as necessary.
7. Clark Dietz will prepare record drawings based on the record drawings maintained by the contractor during construction. The record drawings will be a red pencil markup of the project drawings.
8. Clark Dietz will provide up to 80 hours of construction observation.

### D. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

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

7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

## PART II CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

D. Other

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

## PART III COMPENSATION

A. Compensation

Compensation for the Services shall be as follows:

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

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

B. Billing and Payment

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

2. Billing Records

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

(PART IV STANDARD TERMS & CONDITIONS PAGE 1 & 2, SCHEDULE OF GENERAL BILLING RATES ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the formal bidding process be waived, the agreement with Clark Dietz, Inc. be approved in an amount not to exceed \$20,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.**



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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Waive the Formal Bidding Process and Purchase an Ion Chromatograph System for the Water Department Laboratory

As part of the City's water quality monitoring program, staff regularly analyze water samples for cationic (positively charged) and anionic (negatively charged) ions or molecules. Some commonly detected compounds include nitrate and fluoride. By accurately measuring numerous compounds at one time with a computer controlled instrument, water quality can be measured repetitively and accurately in a short period of time. The ion chromatograph equipment that the City is currently using is over ten (10) years old and is eligible for replacement through the fixed asset replacement fund.

Alltech, the company the current IC Unit was purchased from is no longer manufacturing IC equipment and their patents have been purchased by Dionex. Staff requested quotations from Alltech, Dionex and a third manufacturer Metrohm. Dionex provided the least costly quotation.

Upon receiving this quotation and a list of locations where the Dionex unit was in use, staff traveled to PDC Laboratories in Peoria to observe the Dionex unit in use and to speak with the Inorganic Laboratory Director about the Dionex IC's performance, reliability, maintenance and technical support. The Dionex unit is the least costly, recommended unit. The price breakdown is as follows:

	Dionex	Metrohm- Peak
Ion chromatography unit - complete	\$34,084.75	\$35,600
New Business Initiative Discount	(\$4,645.00)	N/A
Total Cost	\$29,439.75	\$35,600

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of a Dionex ICS-1000 System from Dionex Corporation of San Francisco, California in the amount of \$29,439.75, plus shipping in the amount of approximately \$500, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted. Payment for this purchase will be made with Fixed Asset Replacement Funds, F50130-72140.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 12**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF A DIONEX ICS-1000 SYSTEM FROM DIONEX  
CORPORATION OF SAN FRANCISCO, CALIFORNIA FOR THE WATER  
DEPARTMENT IN THE AMOUNT OF \$29,439.75, PLUS SHIPPING IN THE AMOUNT  
OF APPROXIMATELY \$500**

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 Dionex ICS-1000 System from Dionex Corporation of San Francisco, California for the Water Department in the amount of \$29,439.75, plus shipping in the amount of approximately \$500.

ADOPTED this 25<sup>th</sup> day of February, 2008.

APPROVED this 26<sup>th</sup> day of February, 2008.

APPROVED

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the formal bidding process be waived, the Dionex ICS-1000 System be purchased from Dionex Corporation in the amount of \$29,439.75, plus shipping in the amount of approximately \$500, the 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 Tractor Mower for Public Service Department

The Public Service Department Refuse Division currently owns a 1993 John Deere 6400 tractor with a Tiger T3F-276 mower which has been budgeted to be replaced during FY07/08. The tractor mowers in the Public Service Department are depreciated over ten (10) years. This unit has been carried five (5) additional years. Staff prepared bid specifications to replace the current tractor and mower with a new machine. Sealed bid were due to the Clerks office on February 8, 2008 at 10:00 AM and publicly opened. The results of the sealed bids are as follows:

Vendor	Addendum	List Price	Trade Allowance	Net Price
Drake-Scruggs				No Bid
Martin Equipment, Goodfield				No Bid
Birkey's Farm Hudson				No Bid
EUB Equipment				No Bid
Nord Outdoor				No Bid
Turf Professional				No Bid
Martin Brothers	Received	\$77,000.00	\$17,000.00	\$60,000.00
<b>Cross Implement</b>	<b>Received</b>	<b>\$98,800.00</b>	<b>\$40,825.00</b>	<b>\$57,975.00</b>
Rahn Equipment	Received	\$80,653.75	\$15,000.00	\$65,653.75
German-Bliss	Received	\$78,533.00	\$15,000.00	\$63,533.00
Birkey's Urbana	Received	\$71,180.00	\$10,000.00	\$61,180.00

The bid from Cross Implement Miner, IL for a John Deere 6330 tractor and a Tiger T3F-276 mower meets all the minimum requirements of the bid specification. \$72,000 has been budgeted in the Equipment Replacement Fund, F55300-72140 for this purchase.

Staff respectfully recommends accepting the low bid from Cross Implement Miner, IL in the net amount of \$57,975 to purchase a John Deere 6330 tractor and a Tiger T3F-276 mower to replace the current mowing tractor.

Respectfully,

Daniel Augstin  
Director of Fleet Management

Tom Hamilton  
City Manager

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the bid be awarded to Cross Implement in the amount of \$57,975 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: Local Agency Agreement for Federal Participation for the Construction of the Downtown Bloomington Main Street Beautification: Front St. to Washington St. MFT Section 06-00334-00-SW

On March 12, 2007, Council approved a Local Agency Agreement for Federal Participation for the Construction of the Downtown Bloomington Main Street Beautification.

The proposed Local Agency Agreement for Federal Participation is for the construction of the Downtown Bloomington Main Street Beautification: Front St. to Washington St. MFT Section 06-00334-00-SW. The construction is to be funded in part with an Illinois Transportation Enhancement Program (ITEP) grant.

Since ITEP grant monies are federal funds, the City must execute a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) prior to IDOT approving the construction contract. The agreement states that the grant will provide not to exceed (nte) \$170,414 for up to 80% of the construction cost. The City must provide matching funds of 20% (\$42,604) and any additional funds needed beyond a total of \$213,018 for the construction.

Staff respectfully recommends that Council approve the Local Agency Agreement for Federal Participation and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Contract

Staff respectfully requests approval of contracts to engage persons and/or groups represented by EastCoast Entertainment, Inc., Rodriguez Entertainment, Inc. and Opus 3 Artists LLC to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Base expenses for the contracts will be \$42,100.

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

(ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the contract from EastCoast Entertainment, Inc., Rodriguez Entertainment, Inc. and Opus 3 Artists LLC be accepted in the amount of \$42,100 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 the City Council

From: Staff

Subject: Intergovernmental Agreement – Intervention in Ameren Rate Case

AmerenIP has filed a request with the Illinois Commerce Commission for a \$156 million increase in Delivery Service (DP) electric rate revenues. The City would be impacted by the Commerce Commission's ultimate ruling in this case, not only in its capacity as a customer of AmerenIP, but especially by the proposed increase in street lighting rates, which are paid by municipalities. AmerenIP proposes an increase in street lighting rates of approximately forty-one percent (41%.)

The City of Champaign has authorized its City Manager to enter into contracts for expert witnesses and attorneys which would support Champaign in intervening in the AmerenIP rate case. Champaign's staff has also contacted the cities of Bloomington, Normal, Decatur, Urbana and Peoria to inquire if those cities would enter into an Intergovernmental Agreement with Champaign to share expenses in this intervention.

In 2006, the same cities intervened in the rate case filed by AmerenIP that year. As a result of the intervention, a street lighting rate was negotiated with AmerenIP which was much less than the rate originally requested by AmerenIP. The estimated annual savings to the cities were as follows:

Bloomington -	\$81,000 per year
Champaign -	\$47,000 per year
Normal -	\$34,000 per year
Urbana -	\$28,000 per year

The estimated cost of intervention is \$89,000. If all the cities listed above participate in the intervention, costs would be divided as follows: Champaign 27% (\$15,500); Bloomington 15% (\$13,500); Normal 11% (\$10,000); Urbana 9% (\$8,000); Decatur 20% (\$18,000); Peoria 27% (\$24,000). Of course, these costs would increase if not all cities participate. The Intergovernmental Agreement caps the cost of intervention at \$95,000.

The schedule for presenting expert witness testimony is extremely tight. Discovery is currently taking place, and interveners' expert testimony is required to be filed by March 14, 2008. The staffs of the respective municipalities have been told by the engineering firm retained by the City of Champaign, (R.W. Beck, Inc.), that the chances of an extension of this deadline are virtually nonexistent.

For the reasons previously set forth, staff believes that joining in this intervention is in the best interest of the citizens of the City and respectfully recommends that the Intergovernmental Agreement be approved, and the Mayor and City Clerk be authorized to execute the agreement on behalf of the City.

Respectfully,

J. Todd Greenburg  
Corporation Counsel

Tom Hamilton  
City Manager

**ATTACHMENT 1**

**INTERGOVERNMENTAL AGREEMENT  
FOR INTERVENTION IN AMEREN ELECTRICITY DELIVERY RATE CASE  
(ICC Cases No. 07-0585, 0586, and 0587)**

WHEREAS, reliable and low cost electric service is essential for the economic health of the local and regional community; and

WHEREAS, AmerenCILCO, AmerenCIPS, and AmerenIP have proposed a general increase in rates for delivery service as reflected in Illinois Commerce Commission Docket Nos. 07-00585, 07-0586, and 07-0587 (consolidated); and

WHEREAS, the parties and their individual, commercial, and industrial residents purchase substantial energy services from the above-named businesses; and

WHEREAS, the parties desire to agree to share the costs of intervening in those cases; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and “The Intergovernmental Cooperation Act” (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, agree as follows:

**Section 1. Original and Additional Parties.** The CITY OF CHAMPAIGN, ILLINOIS (“Champaign”) shall be designated the “original party”. Other governmental agencies may become parties to this Agreement by requesting to do so and agreeing to the terms herein. Such additional party shall contribute financially to these undertakings in a proportionate amount according to the population of all of the governmental units that have signed this Agreement. The contribution shall be based on total costs including those costs incurred before the approval of this Agreement by an additional party. Champaign shall notify all parties of the addition of any party to the Agreement, and together with such notification shall provide the current pro rata breakdown of costs, based on the population of all parties.

**Section 2. Lead Agency.** Champaign shall be the lead agency on behalf of the parties. The Lead Agency shall be authorized to intervene into the cases in Illinois Commerce Commission Docket Nos. 07-00585, 07-0586, and 07-0587 (consolidated) on behalf of all and any of the parties to this Agreement, including additional parties. The Lead Agency on behalf of the parties shall contract for services desirable or necessary, to facilitate the intervention including without limitation, financial, legal, and engineering consultants. Such contracts shall be entered into as expeditiously as possible in order to maintain the case schedule designated by the ICC Administrative Law Judge; in this case, Interveners are required to have expert testimony on file by March 18, 2008. Any contractual limitations in use of the work product of service providers in these cases shall be applicable to additional parties in the same manner as apply to



Champaign. The Lead Agency shall cause reports to be sent periodically to the parties and make available copies of work produced by services purchased under this Agreement.

**Section 3. Executive Committee.** Upon request of any party, an Executive Committee will be formed that will guide decision-making. Each party's contact person, designated upon signing of this Agreement, shall be such party's representative to the Executive Committee.

**Section 4. Cost Sharing.** All parties to this Agreement agree to share all costs of contractual services, including attorneys and experts pursuant to Section 2. The costs are to be divided among the parties on the basis of population. If an additional party is added to this Agreement, the total costs shall be shared with the original party and all additional parties on the basis of population, including costs incurred on the designated cases prior to the effective date of this Agreement. Provided however, if a city or village with a population of less than 20,000 persons or a county desires to pay an upfront cost in lieu of a proportionate share, such party shall pay \$2,000 as its total cost responsibility under this Agreement. Parties shall be billed at the conclusion of the case, with costs required to be paid to consultants prior to that time being borne by the original party.

Total cost of the intervention action and research shall not exceed \$95, 000 for intervention into Case Nos. 07-0587, 07-0785 or 07-786

No party to this Agreement will seek reimbursement for its own staff time or in house resources provided to support this project.

**Section 6. Payment.** Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency within forty-five (45) days following receipt by each of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered.

**Section 7. Completion and Termination.**

(a) This Agreement will continue in full force until the decision of the Illinois Commerce Commission in the rate cases cited above. If the rate cases are appealed to the courts after the final decision of the Illinois Commence Commission, no party shall be required to continue with the case or to contribute to such costs unless a supplemental amendment to this Agreement is approved by the party.

(b) Any signatory to this Agreement may terminate this Agreement by giving no less than forth-five (45) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed as provided:

City Manager  
City of Champaign  
102 North Neil Street  
Champaign, IL 61820

City Attorney  
City of Champaign  
102 North Neil Street  
Champaign, IL 61820

(c) In the event of termination of this Agreement by any participant prior to completion and final payment by that participant, the participant will pay the Lead Agency its proportionate share of costs for all services performed up to that party's total proportionate share of the project costs which costs were actually rendered up to date of termination. Champaign shall notify all other parties of the termination and recalculation of shares of remaining costs.

(d) In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved party may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5) calendar days after the serving of such notice, the violation shall cease, and satisfactory Agreements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting party shall be liable to the other parties for any damages sustained by them based on the default. The terminating party shall pay the Lead Agency its proportionate share of the project costs up to the point of termination.

**Section 8. Designated Contact Persons.** Each party shall designate a representative who shall be the contact person concerning the Intergovernmental Agreement and the ICC cases referenced above. Champaign shall inform all parties of the designated contact persons for each jurisdiction. Such designated contact person shall have authority to make decisions concerning direction in the case for such party and shall be added to the service list to receive all filings in the case, if he/she so requests.

**City of Champaign, Illinois**

**City of Bloomington, Illinois**

Dorothy David  
City Manager

Tom Hamilton  
City Manager

ATTEST:

ATTEST:

Beth Williams  
City Clerk

Tracey Covert  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Trisha Crowley  
Deputy City Attorney

J. Todd Greenburg  
City Attorney

February 29, 2008

February 29, 2008

Designated Contact Person:

Designated Contact Person:

Trisha Crowley

J. Todd Greenburg

Alderman Sage requested clarification regarding the details of the agreement. He questioned if there would be cost sharing and what the City's cost might be. Todd Greenburg, Corporate Counsel, addressed the Council. The contract was written with a cap of \$95,000 for attorney's and engineer's fees. If all of the invited municipalities join, the City's cost would be a percentage based on the number of cities who accepted this proposal. Thus far, only Champaign was a party. The City would be voting on it tonight. Four (4) other cities, Normal, Peoria, Urbana, and Decatur, were considering joining. Mr. Greenburg anticipated that other municipalities would vote on this within the next two (2) weeks.

The agreement focused on street lighting and would need to be completed within the next three (3) weeks. There was a tight time frame by which this needed to be presented to the Illinois Commerce Commission (ICC). Champaign had decided to hire the attorneys and engineers and then asked the other municipalities to participate.

Mayor Stockton noted that the City had participated in something similar two (2) years ago. Mr. Greenburg concurred. Champaign hired attorneys and engineers to dispute the increase in costs from AmerenIP. AmerenIP voluntarily reduced the rate.

Alderman Stearns questioned the amount of increase and the annual cost if the City did not participate in this agreement. Mr. Greenburg noted it would be an additional \$185,000 on top of the last fiscal year's cost of \$450,000. Alderman Stearns believed this was the best approach to fend off a substantial increase. Mr. Greenburg concurred. The only way to stop the increase was through the ICC.

Alderman Fruin expressed concern with the level of service provided by Ameren. It would be beneficial to meet with the customer service representatives from Ameren. He questioned the appropriate forum to address service issues. Tom Hamilton, City Manager, believed it was fitting for the Council to invite any of the utility companies to be present at Council meetings. He reminded the Council that utility companies do not have the staff to accomplish all issues immediately. The City provided regular reports regarding street light outages and those issues are generally corrected within a week. If the issue was a wiring, it may take thirty to sixty (30-60) days. There were many different ways for citizens to inform the City of street lights which need service. The utilities were responsive. It was more of a communication issue.

Alderman Stearns questioned if the City had a standard measurement for placement of street lights. Mr. Hamilton responded affirmatively. All the older neighborhoods were not uniform. Alderman Schmidt stated that Ameren would do lighting audits in a neighborhood.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the Intergovernmental Agreement be approved, and the Mayor and City Clerk 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: Supplemental Resolution for Improvement by Municipality Under the Illinois Highway Code for Traffic Signals at the Intersections of MacArthur & Center and MacArthur & Main, Motor Fuel Tax No. 03-00330-00-TL

In order to expend Motor Fuel Tax (MFT) Funds on a project, the Illinois Department of Transportation requires that Council adopt a Resolution appropriating the necessary funds. On September 25, 2006, City Council adopted a Resolution to appropriate \$120,000 in MFT funds for the installation of traffic signals at two (2) intersections: MacArthur Avenue & Center Street (Southbound Business Route US 51) and MacArthur Avenue & Main Street (Northbound Business Route US 51). This Supplemental Resolution will appropriate an additional \$69,372.08 for this project, for a total of \$189,372.08.

Staff respectfully recommends that Council adopt a Supplemental Resolution appropriating an additional \$69,372.08 in MFT Funds for Improvement by Municipality Under the Illinois Highway Code for Traffic Signals at the Intersections of MacArthur & Center and MacArthur & Main, Motor Fuel Tax No. 03-00330-00-TL.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

(RESOLUTION NO. 2008-13 ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Hanson, seconded by Alderman Schmidt 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 Wylie Wine and Spirits, LLC, d/b/a Wylie Wine and Spirits, located at 1035 Wylie Dr., 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 Steve Stockton called the Liquor Hearing to hear the application of Wylie Wine and Spirits, LLC, d/b/a Wylie Wine and Spirits, located at 1035 Wylie Dr., 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 Steve Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Devang Patel, owner and Applicant representative, and G. Timothy Leighton, Applicant's attorney.

Commissioner Stockton opened the liquor hearing. He requested that the Applicant present the business plan. Devang Patel, owner and Applicant representative, addressed the Commission. He informed the Commission that he owned three (3) hotels in the area. The property, formerly known as the Last Lap, was adjacent to his businesses and had an impact upon same. The building has been empty for six (6) months to a year. He planned to turn the facility into a packaged liquor store.

G. Timothy Leighton, Applicant's attorney, addressed the Commission. The property was under contract and there will be appropriate signage. Commission Stockton described the building as large and evasive. He anticipated that the store would offer beer and wine. Mr. Patel described the store as a high end liquor store. It would be similar to Friar Tuck located at 2411 Maloney Dr. Mr. Leighton added that the property would be well lit. He anticipated vibrant activity.

Commissioner Buchanan questioned the store's daily operation. He also questioned who would manage the store and his/her experience. Mr. Patel noted that he only hired the best management. He required that the store manager have at least five (5) years of experience. Commissioner Buchanan noted his interest in an individual's experience with packaged liquor store sales. Mr. Patel noted that the store manager had nine (9) years of experience with Kroger stores. Mr. Leighton informed the Commission that Mr. Patel owns and operates a packaged liquor store in Centralia, IL.

Mr. Patel added that he had purchased an existing business. It had been in operation for thirty-two (32) years. He had owned this business for the past year to year and a half. He noted that sales were down ten percent (10%). Centralia had added two (2) packaged liquor licenses. He anticipated future sales growth.

Commissioner Clapp questioned if Mr. Patel planned any special events/activities. She cited tastings. Mr. Patel cited a Fourth of July cook out. The event would be hosted for six (6) hours. He planned to invite his regular customers. Commissioner Buchanan informed Mr. Patel that as long as no liquor sales were transacted in the parking lot a Fourth of July cook out sounded fine. All sales would take place in the store.

Mr. Patel also planned to offer wine tastings. He planned to use small tasting cups.

Commissioner Stockton questioned how this store would be different from Famous Liquor and Friar Tuck. Mr. Patel noted that it would be different based upon the clientele. Wylie would research the market to offer the appropriate selection. Mr. Leighton noted that there were integration factors. Mr. Patel owned the following hotels: Holiday Inn Express, 1031 Wylie Dr.; Ramada Limited, 919 Maple Hill Rd.; and Country Inn and Suites, 923 Maple Hill Rd.

Commissioner Petersen arrived at 4:35 p.m.

Commissioner Stockton questioned if Wylie Wine and Spirits would offer delivery of packaged liquor to these hotels. Mr. Patel responded negatively. He noted that business customers often travel alone. They do not want to visit local taverns.

Hannah Eisner, Deputy Corporation Counsel, addressed the Commission. She questioned Mr. Patel's liquor application. She believed the correct answer to other sources of revenue should be no. Mr. Leighton added that Mr. Patel was aware that liquor sales could not start until noon on Sunday.

Commissioner Petersen questioned the drive through window. Commissioner Stockton noted that there had been drive through windows in the past. Commissioner Buchanan noted that same is allowed by City ordinance. He expressed his interest in a discussion with the Applicant regarding any experience with same. Mr. Patel acknowledged that Centralia was a smaller community. A drive through window was available. He expressed his belief that it was more convenient and added business value. He cited inclement weather.

Commissioner Stockton questioned if the Centralia store was located near a highway. Mr. Patel responded that he did not anticipate highway customers. The Centralia store was located six (6) miles from the highway. Commissioner Stockton expressed his concern regarding this store's proximity to the highway and a drive through window. He questioned if Mr. Patel planned to stock single serve containers.

Commissioner Clapp noted that there was not another drive through window in the City at this time. Mr. Patel responded his belief that a drive through window was needed.

Commissioner Buchanan questioned the percentage of sales anticipated at the drive through window. Mr. Patel cited his experience at his Centralia store. Sixty percent (60%) of sales came from the drive through window. He had two (2) staff members who took customers' orders. His staff knew what the customers wanted.

Commissioner Petersen questioned parking. Mr. Patel stated that the property offered 200 spaces. Commissioner Petersen noted that a drive through window would be new to this area. Commissioner Buchanan cited that the former site of West Side Food & Beverage, 906 S. Morris Ave., offered a drive through window. The store's staff would have to check identification prior to liquor sales. He added his concern with cold, single serve sales.

Commissioner Stockton noted that conditions could be applied to the drive through window. He cited a ban on single serve sales. Commissioner Buchanan questioned the Applicant's reaction to a ban on the sale of single serve items. Mr. Patel stated his intention to sell beer packaged as six (6) packs.

Ms. Eisner cited the enforcement perspective. She recommended that the drive through window be an all or none item.

Commissioner Petersen questioned how critical the drive through window was to Mr. Patel's business plan. Mr. Patel cited his interest in same. His business plan would work without it. Beer drinkers prefer the drive through window. Different clientele have different expectations. He restated his interest in same.

Commissioner Buchanan noted that the Commission was making the assumption that the drive through window would be a problem. He questioned how to avoid it becoming one. Mr. Patel appeared to be compelled, well organized, and well financed. He had presented a good plan and had hired experienced staff.

Commissioner Clapp expressed concern that the Commission would be opening the door to additional drive through windows. She believed that Wylie's competitors would also seek drive through windows. She believed the cost would outweigh the benefits. She described the convenience as minimal. The drive through window would serve a limited number of people. She cited her preference that the Commission deny the drive through window. She did not like the idea of drive through alcohol.

Mr. Leighton noted that Mr. Patel had study the City code. His business plan would encourage in store sales. The City code allowed drive through windows and Mr. Patel's architect included same in the drawing. Commissioner Stockton noted that the law says that you may, the Commission's preference was that Mr. Patel not offer same. He added that the Commission has the right to address this item.

Commissioner Petersen questioned if convenient stores could also offer drive through windows. Ms. Eisner responded affirmatively. Commissioner Petersen stated that the drive through window could be granted with conditions. He did not believe that drive through windows which offered liquor sales was compatible with the Bloomington - Normal community. The City would

be a pioneer in this area. Mr. Patel cited his willingness to work with the City. He added his willingness to be flexible. The Commission should consider the advantages and disadvantages.

Ms. Eisner address the drive through window. She noted individuals who just leave work. She questioned what product was purchased. Mr. Patel cited cases of beer and cigarettes.

Commissioner Clapp noted that customers would be accommodated with a speedy sale. Commissioner Petersen questioned liquor sales and identification practices. He cited a car with young people. Mr. Patel stated that the store would have security cameras. Ms. Eisner noted that the driver should be carded.

Commissioner Stockton noted that the City had had drive through windows in the past. He added that a drive through window might be controversial. He believed that enforcement was doable. However, the Commission might require additional requirements such as lighting, cameras, etc. He added that Mr. Patel would need to be willing to close the drive through window, if necessary.

Commissioner Buchanan noted that the easy answer was to say no. He added that this Application would appear before the Council. The Commission could observe the drive through window in use. The Commission had the ability to audit the store's workings. He noted that a liquor license was a privilege and not a right. The Commission would retain the ability to require that the window be removed if necessary. He questioned the structural and design costs.

Commissioner Petersen questioned camera footage and who would have ownership. Commissioner Stockton noted that the Commission could set a retention for same. He cited thirty (30) days as an example. Mr. Patel noted his current business practice was to retain footage for sixty (60) days. The footage has been of assistance in various situations.

Ms. Eisner questioned the sale hours for the drive through window. Mr. Patel noted that they would be timed to busy sale hours. Commissioner Buchanan questioned if the drive through window would be open when the store was closed. Mr. Patel stated that the drive through window hours would match the store hours.

Commissioner Petersen noted that Mr. Patel appeared to be conscientious. The Commission could require that the drive through window be closed in the late evening. Mr. Patel cited the City's west side. The surrounding area offered factories and industrial uses. Commissioner Petersen would not support a drive through window which operated after 10:00 p.m.

Lt. Tim Stanesa, Police Department, addressed the Commission. He expressed his opinion that a drive through window would send a message. This message may be psychological. He noted the enforcement problem - temptation. The technology was still limited.

Commissioner Petersen described Mr. Patel's plan as excellent. He noted the Police Department's concerns. A drive through window would need to be addressed for the community. He believed that the Commission would be opening a can of worms. He compared



a drive through window to a beer garden. He noted the various types of beer gardens within the City. He believed the situation would be the same for drive through windows.

Commissioner Buchanan noted that the City did not have a drive through window at this time. Commissioner Stockton expressed his opinion that a drive through window would be controversial. He could not recall any problems with same in the past.

Commissioner Clapp stated that Mr. Patel had planned a nice establishment. A new drive through window would attract a lot of attention and could be problematic. Commissioner Buchanan cited the need for additional security, (lighting, signage, cameras, recording of every sale, etc.). Commissioner Clapp cited her concern with image.

Commissioner Petersen saw the proliferation of drive through windows as a convenience to customers. Ms. Eisner noted that the previous business which offered drive through windows were neighborhood establishments. Mr. Patel did not know the community. She recommended that Mr. Patel request the drive through window after the opening of the store. Centralia was not Bloomington. She recommended VIP cards for known customers as an option.

Commissioner Clapp added that the Commission needed time to adjust to the idea of a drive through window. Mr. Patel would have the opportunity to do market research.

Commissioner Buchanan noted that the Commission could address enforcement through personal observation. Commissioner Stockton recommended that Mr. Patel try opening his store without the drive through window. Commissioner Petersen added that it might be a future possibility. The Commission had been requested to address the issue of keg sales. It would need some time to address drive through liquor sales.

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

Based on the above, the Liquor Commission recommends to the City Council that a PAS liquor license for Wylie Wine and Spirits, LLC, d/b/a Wylie Wine and Spirits, located at 1035 Wylie Dr., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that the drive through window be denied at this time.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Alderman Purcell appreciated the Liquor Commission's decision not to allow the drive through window at this establishment. He believed that was the appropriate decision.**

**Motion by Alderman Hanson, seconded by Alderman Schmidt that a PAS liquor license for Wylie Wine and Spirits, LLC, d/b/a Wylie Wine and Spirits located at 1035**

**Wylie Dr., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that the drive through window be denied at this time.**

**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 Mi Tierra Mercado, Inc., d/b/a Mi Tierra Mercado, located at 411 N. Main St., for a PBS liquor license, which will allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week

The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to hear the application of Mi Tierra Mercado, Inc., d/b/a Mi Tierra Mercado, located at 411 N. Main St., requesting a PBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, and Marabeth Clapp; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Francisco Pena, owner/operator and Applicant representative.

Commissioner Stockton opened the liquor hearing. He requested that the Applicant present the business plan. Francisco Pena, owner/operator and Applicant representative, addressed the Commission. He informed the Commission that he had operated this business for the past three and a half, (3½) years. Mi Tierra Mercado was a small grocery store. He hoped to offer packaged beer and wine. He acknowledged that he had no previous liquor sales experience. Mi Tierra Mercado offered lottery ticket sales and money orders. These items were added at the customers' requests. He had also received requests for liquor sales.

Commissioner Buchanan had toured the store. The floor plan included with the Application was accurate. Liquor items would be located in a three (3) door cooler and a single rack with four (4) shelves) and appropriately five feet (5') high. Mi Tierra Mercado offered a single check out.

Commissioner Clapp questioned if Mi Tierra Mercado offered take out. Mr. Pena noted that the store offered a limited menu on Fridays and Saturdays. The store offered one (1) table. Commissioner Buchanan cautioned that there would be no liquor consumption on the premise.

Hannah Eisner, Deputy Corporation Counsel, recommended that the Commission placed the same conditions on Mi Tierra Mercado that had been placed on W. Market Groceries, 301B W. Market St. Commissioner Buchanan cited neighborhood compatibility and expressed his support for license conditions.

Commissioner Stockton requested public input. Peg Flynn, Downtown Bloomington Association's, (DBA) Executive Director, 106 W. Monroe, addressed the Commission. Mi Tierra Mercado was a legitimate business. Mr. Pena was a responsible business owner. Liquor would not be a major sale item. Mr. Pena understood the responsibilities which accompanied a liquor license. She was comfortable with this Application. The Application had not been addressed by the DBA Board.

Commissioner Stockton questioned the surrounding area. Ms. Flynn noted that there were other businesses and second story residential. Mi Tierra Mercado is well lit up after 9:00 p.m.

Hannah Eisner, Deputy Corporation Counsel, addressed the Commission. She questioned the business hours. Mr. Pena stated the business hours, (9:00 a.m. until 10:00 p.m.). Ms. Eisner questioned the time for liquor sales and the business' closing hours. Commissioner Buchanan noted that a condition could be placed upon the license which would specify a 10:00 p.m. closing time. Commissioner Stockton questioned if such a condition would be redundant. Ms. Flynn noted that Mi Tierra's clientele was different.

Commissioner Buchanan questioned the store's management. Mr. Pena noted that the store was managed by his wife and himself. Commissioner Buchanan questioned the anticipated percentage of sales from liquor. Mr. Pena noted that this would be the first time for him to offer liquor items for sale. He estimated these sales at twenty percent (20%). Commissioner Buchanan noted the customers' requests.

Based on the above, the Liquor Commission recommends to the City Council that a PBS liquor license for Mi Tierra Mercado, Inc., d/b/a Mi Tierra Mercado, located at 411 N. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) the sale of packaged beer and wine would be limited to nothing smaller than a six (6) pack of beer and 750 ml of wine; 2.) that there be no sale of alcohol before 10:00 a.m. on Monday through Saturday; 3.) that the dedicated sales space for stocking/displaying of alcohol be limited to ten percent (10%) of the available floor space; and 4.) no liquor sales after 10:00 p.m.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Hanson, seconded by Alderman Schmidt that a PBS liquor license for Mi Tierra Mercado, Inc., d/b/a Mi Tierra Mercado located at 411 N. Main St., be created, contingent upon compliance with all applicable health and safety codes with the**

**following conditions: 1.) the sale of packaged beer and wine would be limited to nothing smaller than a six (6) pack of beer and 750 ml of wine; 2.) that there be no sale of alcohol before 10:00 a.m. on Monday through Saturday; 3.) that the dedicated sales space for stocking/displaying of alcohol be limited to ten percent (10%) of the available floor space; and 4.) no liquor sales after 10:00 p.m.**

**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 Alex A. Calvert and Larry L. Calvert requesting the rezoning of 1030 East Front Street from R-1C, Single Family Residence District to C-1, Office District (Case Z-01-08) (Ward 4)

**BACKGROUND INFORMATION:**

Adjacent Zoning

north: C-1 Office District  
south: R-1C Single Family Residence District  
east: C-1 Office District  
west: R-1C Single Family Residence District

Adjacent Land Uses

north: parking lot for funeral home  
south: single family dwelling  
east: parking lot for funeral home  
west: single family dwelling

Comprehensive Plan recommends: “Neighborhood Commercial” use for the property in question.

The property in question is a 60.37’ x 124.5’ (7,516 sq. ft.) vacant lot that has been zoned for residential use ever since the City adopted its first zoning ordinance in 1941. The current R-1C Single Family Residence District zoning was assigned to this lot in 1979 with the adoption of a new zoning code. The petitioners are requesting the C-1 Office District zoning in order to permit the construction of an additional parking lot for the funeral home located to the northeast of this property. Approval of this zoning map amendment would be consistent with the City’s Comprehensive Plan which recommends “Neighborhood Commercial” use for the subject property and the lots to the north and east of this property.

If this petition is approved, the new parking lot would have to be screened from the adjacent residential lot to the west by evergreen landscaping at least 30 inches in height when planted, maintained in a healthy condition and so pruned as to provide maximum opacity from the ground to a height of six (6) feet at maturity. In lieu of a planting screen, a solid opaque fence not less than six (6) feet may be installed.

#### PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, February 13, 2008. Arguments in favor of this petition were presented at this hearing by Mr. William C. Wetzel, Attorney at Law, Suite 400, 115 W. Jefferson St. He stated that he was representing Mr. Alex A. Calvert and Mr. Larry L. Calvert, the petitioners, and noted that they could not be present at this public hearing due to other commitments. He displayed a site plan for the proposed twenty (20) space parking lot on the subject premises that depicts the location of a buffer strip of evergreen landscaping and an opaque fence along the western boundary of this parking lot that will screen it from the single family dwelling to the west.

He noted that the plan for lighting the parking lot at night is to direct the lighting away from the adjoining residential area and that the parking lot lighting will be controlled by a timer that would turn the lights off at 9:00 p.m. or 10:00 p.m. He also stated that the drainage of the parking lot would be engineered so as to not adversely impact any of the neighbors. He noted that Mr. Alex Calvert had talked to the neighbors about this plan. The Calverts, as operators of the Calvert & Metzler Memorial Home, wanted this additional parking lot to improve the parking situation so that less on-street parking spaces would be taken up by persons attending services at the funeral home.

Ms. Patricia Geske, 1020 E. Front St., presented testimony in opposition to this petition at this public hearing. She testified that she has resided at her present address on E. Front St. since 1988 and had witnessed the demolition of many beautiful Craftsman Style homes in the neighborhood in order to provide more off-street parking for the Calvert & Metzler Memorial Home. She expressed concern regarding future demolition of more homes along this block of E. Front St. in order to allow the funeral home to expand its parking lot. She argued that the residential neighborhood was being lost due to this parking lot expansion. She noted that her driveway has been blocked at times when there is a large funeral at the funeral home due to traffic congestion and curbside parking. Ms. Geske testified that Mr. Calvert had not spoken to her about this plan and that she lives only five (5) houses away from the property in question.

No other persons presented testimony in favor of or in opposition to this petition at this public hearing.

#### PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented at the public hearing, the Planning Commission passed a motion by a vote of 7 to 0 recommending Council approval of this petition in Case Z-01-08.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends Council approval of this petition.

Respectfully,

Kenneth Emmons  
City Planner

Tom Hamilton  
City Manager

**PETITION FOR ZONING MAP AMENDMENT**

State of Illinois        )  
                                  ) ss.  
County of McLean     )

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

Now comes Alex A. Calvert and Larry L. Calvert, hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the property described on Exhibit A, which is attached hereto and made a part hereof by this reference;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of R-1C High Density Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the C-1 Office District zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioners respectfully pray that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R-1C High Density Single Family Residence District to C-1 Office District.

Respectfully submitted,

By: Alex A Calvert and Larry L. Calvert

William C. Wetzel, Esq. of  
Attorney for Petitioner

**ORDINANCE NO. 2008 - 14**

**AN ORDINANCE REZONING PROPERTY  
IN THE CITY OF BLOOMINGTON  
FROM R-1C HIGH DENSITY SINGLE FAMILY RESIDENCE DISTRICT  
TO C-1 OFFICE DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit "A"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibits "A" shall be and the same are hereby rezoned from R-1C High Density Single Family Residence District to C-1 Office District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 25<sup>th</sup> day of February, 2008.

APPROVED this 26<sup>th</sup> day of February, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**EXHIBIT A**

Lot 37 in E. Rodgers Addition to the City of Bloomington, according to the Plat thereof recorded March 17, 1855 in Book 3 of Plats, page 284, in McLean County, Illinois (1030 E. Front Street, Bloomington, Illinois)

**Alderman Schmidt expressed her dismay that the house was torn down before the rezoning had approval from the Council. It had caused great upset in her ward. There could have been better communication on all accounts.**

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the Rezoning 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 Cedar Ridge of Bloomington, LLC, an Illinois limited liability company, requesting Annexation and R-1C, Single Family Residence District zoning for 4.41 acres previously known as the “Philby Property” and commonly located north of Interstate 74, south of Woodrig Road and east of U.S. Route 51 (Ward 1)

**BACKGROUND INFORMATION:**

On March 26, 2007, Council approved an amended Annexation Agreement that provided for the addition of this 4.41 acre tract to the original Annexation Agreement for the Cedar Ridge Subdivision that was previously approved by Council on June 12, 2006. This amended Annexation Agreement included a provision for this tract to be zoned R-1C, Single Family Residence District upon annexation to the City.

This zoning is consistent with the Comprehensive Plan which recommends low/medium residential use for this tract. The property in question is contiguous to the City’s corporate limits, and all required public hearings on the amended annexation agreement were held on February 28, 2007 and March 26, 2007.

STAFF RECOMMENDATION:

Staff respectfully recommends Council approval of this petition and passage of this Ordinance consistent with the amended Annexation Agreement.

Respectfully,

Kenneth Emmons  
City Planner

Tom Hamilton  
City Manager

**PETITION FOR ANNEXATION AND REZONING TO THE CITY OF  
BLOOMINGTON, McLEAN COUNTY, ILLINOIS**

State of Illinois            )  
  ) ss.  
County of McLean        )

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

Now comes Cedar Ridge of Bloomington, L.L.C., an Illinois limited liability company,  
hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the premises hereinafter legally described as Tract No. 4, and Tract No. 5 in Exhibit A attached hereto and made a part hereof.
2. That said premises presently has a zoning classification of Agriculture under the provisions of the McLean County Zoning Ordinance.
3. That your petitioner hereby requests that the Honorable Mayor and city Council of the City of Bloomington, McLean County, Illinois annex said property to the City.
4. That the premises which is described above is continuous to the City of Bloomington.
5. That the premises upon annexation should be zoned as R-1 C, High Density Single Family Residence District.

WHEREFORE, your petitioner respectfully prays that said premises by annexed to the City of Bloomington, McLean County, Illinois.

Respectfully submitted,

By: Mercer Turner  
Its Attorney

SUBSCRIBED AND SWORN to me  
this 12<sup>th</sup> day of February, 2008

Tammie R. Keener  
Notary Public

**ORDINANCE NO. 2008 - 15**

**AN ORDINANCE ANNEXING AND REZONING CERTAIN TERRITORY  
AS HEREINAFTER DESCRIBED TO THE CITY OF BLOOMINGTON,  
McLEAN COUNTY, ILLINOIS**

WHEREAS, there has heretofore been entered into a certain Amended Annexation Agreement between the City of Bloomington, and Cedar Ridge of Bloomington, L.L.C., an Illinois limited liability company, which Agreement is attached hereto and made a part hereof by this reference as Exhibit C; and

WHEREAS, the City Council of the City of Bloomington, after proper notices were given, conducted a public hearing on said Annexation Agreement and rezoning; and

WHEREAS, the City Council of the City of Bloomington has determined that said premises are contiguous to the corporate limits of the City of Bloomington and are not within the confines of any other municipality of the State of Illinois, and that the Owner has given all notices required to be given by *65 ILCS 5/7-1-1*; and

WHEREAS, the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreement is proper and in due form according to the statues of the State of Illinois as in such case made and provided. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be placed in effect as to said land upon the annexation of same, all as by Statute specifically provided.

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

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the property hereinabove described is by this Ordinance hereby be rezoned and annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the property hereinabove described.

SECTION THREE: That the Amended Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

SECTION FOUR: The Exhibit B premises be hereby zoned as follows under Chapter 44 of the Bloomington City Code as R-1C, High Density Single Family Residence District.

SECTION FIVE: That this Ordinance shall be in full force from the date of its passage.

PASSED this 25<sup>th</sup> day of February, 2008.

APPROVED this 26<sup>th</sup> day of February, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

#### **EXHIBIT A**

##### Tract 4

A part of the East Half of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northeast Corner of Tract 2 of a survey by George L. Farnsworth, Jr. recorded October 5, 1954 as Document No. 29618; thence south 85-48 west, 279.35 feet; thence north 06-00 west, 50.02 feet; thence north 85-48 east, 281.14 feet; thence south 03-57 east 50.00 feet to the Point of Beginning in McLean County, Illinois

##### Tract 5

A part of the East Half of Section 21, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at a point which is the Northeast Corner of Tract No. 2 of survey by George L. Farnsworth, Jr., recorded October 5, 1954 as Document No. 29618, McLean County, Illinois, and shown in Book 13 of Plats, at Page 210 in said County, thence south 85-48 west 279.35 feet along the North Line of said Tract 2 to an existing iron pipe, thence south 6-00 east 182.8 feet along the West Line of Tract 2, said Line being marked by an existing fence, to a corner post, thence south 85-48 west 970.9 feet along a fence which marks the North Line of said Tract 2 to the Northerly Right-of-Way Line of FAI Route 05, Section 57-20, as said Right-of-Way is shown in Book 14 of Plats, at Page 138, McLean County, Illinois, thence southeasterly 335.45 feet along the North Right-of-Way Line a point on said Right-of-Way Line, which is 160 feet left of Station 731+00 on Transit Line 11 of said Route, thence east 930.6 feet along said North Right-of-Way Line to the fence which marks the East Line of said Tract 2, thence north 3-57' west 308 feet along the East Line of said Tract 2 to the Point of Beginning, in McLean County, Illinois.

Said Tracts 4 and 5, combined, contain 4.41± acres.

(EXHIBIT C. FIRST AMENDMENT TO ANNEXATION AGREEMENT FOR CEDAR RIDGE SUBDIVISION APPROVED BY COUNCIL ON MARCH 26, 2007)

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the Annexation and Rezoning 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: Public Hearing for Approval and Authorization to Submit the Community Development Block Grant Program Year 2008-2009 Action Plan

On May 1, 2008, the Community Development Division will begin its Fiscal Year thirty-four (34) (FY 2008-2009). For the past thirty-four (34) years, the City has applied for funding under the Federal Community Development Block Grant (CDBG) Program, through the Department of Housing and Urban Development (HUD).

Each year, the City must submit to HUD, at least forty-five (45) days prior to the start of the fiscal year, an "Action Plan" or budget for the proposed use of CDBG funds. This year the City will be awarded \$598,625 in new CDBG funds. The expenditure of CDBG funds must also meet the needs of the community as identified in the 2005-2010 Consolidated Plan. A summary of the proposed "listing of activities" as part of the Action Plan (i.e. Budget) for fiscal year 2008-2009, Program Year 34, is attached.

Staff respectfully recommends that Council 1.) approve the one (1) year Action Plan as presented, and 2.) approve a Resolution authorizing the filing of the "Community Development Application for Program Year Thirty-four".

Respectfully,

Mark Huber  
Director of PACE

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 14**

**RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT  
PROGRAM APPLICATION FOR PROGRAM YEAR THIRTY-FOUR  
(May 1, 2008-April 30, 2009)**

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program.

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

That an application on behalf of the City of Bloomington for a grant under said Title I in the amount of \$598,625.00 as the full amount available for undertaking and financing the thirty-fourth increment of such program is hereby approved, and

1. The City Manager is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development; to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Public Agency shall comply with those items listed on HUD application forms.
2. The Counsel for the Code Enforcement Division is hereby authorized and directed to file legal certification.
3. The Director of Planning and Code Enforcement, Code Enforcement Division, is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.
4. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

ADOPTED this 25<sup>th</sup> day of February, 2008.

APPROVED this 26<sup>th</sup> day of February, 2008.

APPROVED

Steve Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

(FY 34 ACTIVITIES ON FILE IN CLERK'S OFFICE)

**Mayor Stockton introduced this item. Tom Hamilton, City Manager, addressed the Council. This program helped communities with infrastructure projects such as curbs, gutters, sidewalks, sewer, etc. Infrastructure was key to the community. Alderman Purcell stated the funding was good leverage for capitol projects.**

**Alderman Schmidt questioned the level of funding as opposed to previous years. Connie Griffin, Community Development Program Manager, addressed the Council. Over the last thirteen (13) years, funding has dropped by 35.7%. Alderman Stearns acknowledged \$598,000 that the City would receive this year. She questioned how much additional funds the City would expend. Ms. Griffin noted that during the last three (3) years of the five (5) year consolidated plan the City has had carry over funds in anticipation of the expense of capitol projects.**

**Alderman Stearns questioned if the projects had already been selected. Ms. Griffin responded affirmatively. Mr. Hamilton added that projects needed to meet eligibility requirements. The criteria were: 1.) pass an environmental review; 2.) be considered an eligible activity; and 3.) be in areas that meet income guidelines. The lower income areas have the greatest need and therefore are the highest qualifying areas. Mayor Stockton noted that the City had a limited number of areas which qualify for this program, which was a positive. Over the last several years, Block Grant funding had been reduced. Mr. Hamilton added more cities qualified for the block grants because of economic issues. Federal funding had been reduced so cities were receiving less.**

**Alderman Stearns questioned the process to inform homeowners of the rehab loans and grants that were part of this project. Ms. Griffin stated the program was marketed in various ways. Advertising was determined based upon locating individuals believed eligible for the program.**

**Alderman Purcell believed this was a great program to help improve the City.**

**Mayor Stockton opened the Public Hearing. No one came forward to address the Council. Mayor Stockton closed the Public Hearing.**

**Motion by Alderman Hanson, seconded by Alderman Schmidt that the Action Plan be approved and the Resolution adopted.**

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



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

**Nays: None.**

**Motion carried.**

**MAYOR'S DISCUSSION: None.**

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

**ALDERMEN'S DISCUSSION: Alderman Stearns cited a memorandum distributed to the Council regarding a pilot program for Ward 4. This program would be called "Parkway Pride" and designate a given day of the week for bulk refuse pick up. She believed this blight effected the inner city more and it damaged property values. She requested the Council's feedback on her proposal. She has worked with Mayor Stockton, Tom Hamilton, City Manager, and Rick Clem, Director of Public Service. Alderman Purcell thanked Alderman Stearns for her efforts.**

**Alderman Fruin appreciated Alderman Stearns' initiative for the pilot program. He questioned if there would be increased costs associated with this change and the day of the week. Mr. Hamilton stated the City was not changing the date of pick up for any given area. It would remain the same day.**

**Alderman Stearns cited the reasons behind her initiative: 1.) the cost of decaying neighborhoods and 2.) middle class flight from the City's core. She had not found another city online with as lenient refuse pick up policy. Mayor Stockton questioned if this pilot program would also apply to yard waste. Alderman Stearns responded negatively. Alderman Schmidt added that the draft ordinance did list brush.**

**Mr. Hamilton outlined several steps needed prior to the pilot. Alderman Sage believed this program encouraged awareness. Alderman Finnegan questioned if something would be included with the water bills. Alderman Stearns thought that was a wonderful idea. Enforcement would be the same as the current ordinance, (warnings, tickets, etc.).**

**Alderman Purcell questioned the amount spent on salt and overtime. In addition, he questioned the impact on this year's and next year's budgets. Mr. Clem stated that the budget is based on a five (5) year average. There had been more overtime paid this year. The snow fall had been outside of normal working hours. The last two (2) years have been very unusual in the amount of snow fall. Next year's budget had been increased slightly, (the amount of salt and over time wages). The budget may be balanced by the year end with the five (5) year average.**

**Mr. Hamilton attended a City Manager's meeting in Springfield where snow removal was a large topic. The City was in better standing than many of its counterparts.**

**The cities which have run out of salt were paying more than initially. Mayor Stockton noted it had been a tough season. Public Service crews provided good service to the community.**

**Alderman Schmidt questioned if the City currently had drive through liquor sales establishments. Mayor Stockton stated there had been two (2) on the west side but both had closed.**

**Motion by Alderman Schmidt, seconded by Alderman Purcell, that the meeting be adjourned. Time: 8:30 p.m.**

**Motion carried.**

**Tracey Covert  
City Clerk**