

**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, May 14, 2007.

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: Proclamations

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

1. Delta Day, May 14, 2007.
2. National Police Week, May 13 – May 19, 2007.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton read and presented the Delta Day Proclamation to Takesha Stokes-Dorsey, President. Ms. Stokes-Dorsey thanked the Council for the proclamation.

Mayor Stockton read and presented the National Police Week Proclamation to Karen Baker, Police Patrol Officer. Ms. Baker was the City's first female police officer. She was hired in 1985. She had had a twenty-two (22) year career with the City and was

looking forward to her retirement. Ms. Baker was pleased to accept the proclamation and grateful for the Council's support.

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

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

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

Nays: None.

Motion carried.

The following was presented:

Mayor Stockton introduced FORTUNE – State Department International Women Leaders Mentoring Partnership, Kevin Callis and Rocio Del Pilar Ardiles. State Farm participated in this program. Ms. Del Pilar Ardiles expressed her appreciation to the Council for the invitation to address them. She expressed her appreciation to the federal government and State Farm for this program. FORTUNE started in Washington DC. The program involved thirty-two (32) women. They had been in the country for two (2) weeks. She expected to become a better leader. She planned to pursue her dreams for a better life for her and her family. She hoped at a minimum to improve the life of a single woman.

The following was presented:

Megan Devlin-Petty, Organization and Training Manager, addressed the Council. She reviewed the City's Harassment/Diversity Policy. She provided a copy of the policy to the Council. It provided the City's belief about how to deal with its employees and citizens. She requested that they sign the document as an acknowledgement that they had been given the policy and acceptance of same. The form should be returned to Tracey Covert, City Clerk. She added that the City offered a variety of training programs. The Illinois Municipal League, (IML), also offered newly elected officials training and a LEADS program. The City would cover the cost of tuition for Council members to attend.

The following was presented:

Terri Clemens, Historic Preservation Commission, (HPC), Chairman, presented the Heritage Awards. These awards are presented every two (2) years. The awards were presented to the following: D. Scott & Barbara Hume, 1007 E. Jefferson St., John M. & Kathleen M. Wieland, 1402 E. Washington St., (both residential); Russel Francois, 118 W. Washington St., (office); William L. & Beverly J. Edwards, 302 E. Washington St., (commercial business); and Pastor Vaug, Wesley United Methodist Church, for its efforts in saving the Oscar Mandel house. A brief history was provided of the Humes' home, the

Wielands' had completed a sensitive addition to their home; the Edwards owned and operated the Copy Shop; Mr. Francois was instrumental to the Downtown's renaissance; and the home had been moved to 402 E. Grove St. In addition, Mr. Francois had been named Preservationist of the Year and had been a founding member of the Dimmitt's Grove neighborhood. Mr. Francois was an architect who had served on the Historic Preservation Commission. He had also served as chair. Mr. Francois was also key to the City's façade grant program.

Mayor Stockton noted that these individual projects had been woven into the fabric of the community. He thanked the HPC for their efforts.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Proceedings and Executive Session Minutes of July 11, 2005

The Council proceedings and Executive Session Minutes of July 11, 2005 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 Schmidt, seconded by Alderman Purcell that the reading of the minutes of the previous Council Meeting and Executive Session of July 11, 2005 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 Schmidt, seconded by Alderman Purcell that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order to the Contract with Shive Hattery, Inc. for Providing Professional Services to Conduct a Heating, Ventilation and Air Conditioning (HVAC) Study of the City Hall System

On Sept. 25, 2006, Council approved a contract with Shive Hattery, Inc. to provide professional services to conduct a study on the City Hall HVAC system in the amount of \$29,000. After reviewing the Shive Hattery proposal, a typographical error was discovered. The correct Request for Proposal (RFP) from Shive Hattery was for \$29,900 with reimbursables estimated at \$900.

At this time staff respectfully requests that Council approve a change order to the Shive Hattery proposal in the amount of \$900. The total amount of the project will be \$29,900, plus the reimbursables. Funds will come from the Capital Improvement Fund (X40100-72520).

Respectfully,

Bob Floyd
Facility Manger

Mark Huber
Director of PACE

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Payments from Various Municipal Departments

1. The first partial payment to Sentinel Technologies, Inc. in the amount of \$25,586 on a contract amount of \$69,990 of which \$25,586 will have been paid to date for work certified as 37% complete for the MARS CSA Security System Project. Completion date – May, 2007.
2. The tenth and final payment to JG Stewart Contractors in the amount of \$3,123.51 on a contract amount of \$210,000 of which \$148,506.97 will have been paid to date for work certified as 71% complete for the 2006 – 2007 Sidewalk Replacement and Handicap Ramp Program. Completion date – May 2007.
3. The fifth partial payment to McLean County Regional Planning in the amount of \$2,668.59 on a contract amount of \$68,500 of which \$41,080.75 will have been paid to date for work certified as 60% complete for the Main Street Corridor. Completion date – April 2008.

4. The second partial payment to Laesch Electric, Inc. in the amount of \$27,647 on a contract amount of \$172,846.86 of which \$34,647 will have been paid to date for work certified as 20% complete for the MacArthur at Main and Center Street Traffic Signals. Completion date – September 2007.
5. The first partial payment to McLean County in the amount of \$7,076.95 on a contract amount of \$23,650 of which \$7,076.95 will have been paid to date for work certified as 30% complete for the City's share of the Design of Towanda Barnes/Oakland Avenue Traffic Signals. Completion date – February 2008.
6. The fourth partial payment to Stark Excavating, Inc. in the amount of \$134,976.36 on a contract amount of \$2,959,945.10 of which \$465,870.83 will have been paid to date for work certified as 16% complete for the Fox Creek Road & Scottsdale Avenue Improvements. Completion date – October 2007.
7. The second partial payment to McLean County in the amount of \$2,737.31 on a contract amount of \$100,000 of which \$4,179.91 will have been paid to date for work certified as 4% complete for the City's share of the East Side Corridor Study. Completion date – February 2008.
8. The seventh partial payment to Gildner Plumbing Inc. in the amount of \$35,524 on a contract amount of \$621,783 of which \$574,975 will have been paid to date for work certified as 92% complete for the Fox Creek Road 16" Water Main – Beich to Old Cabintown. Completion date – June 2007.
9. The fifth partial payment to Village of Downs in the amount of \$10,662.06 on a contract amount of \$3,936,372 of which \$125,929.36 will have been paid to date for work certified as 3% complete for the Village of Downs and City Sewerage Improvements Project. Completion date – March 2008.
10. The first partial payment to The Grove on Kickapoo Creek, LLC in the amount of \$225,695.50 on a contract amount of \$630,468.81 of which \$225,695.50 will have been paid to date for work certified as 36% complete for the Ireland Grove Road Trunk Sewer at Kickapoo Creek. Completion date – September 2007.
11. The third and final payment to Shive Hattery, Inc. in the amount of \$7,528.85 on a contract amount of \$29,900 of which \$29,900 will have been paid to date for work certified as 100% complete for the HVAC Study at City Hall. Completion date – May 2007.

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

May 14, 2007

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Respectfully,

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Stephen Stockton, Mayor

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

I ask that you concur with the following appointments to the Scott Commission:

McLean County Medical Society - Gregory I. Halperin, MD, 1201 E. Grove Street. He is completing the unexpired term of Robert M. Reardon, Sr. MD. His term will expire 5/31/2009.

McLean County Board of Health - Walt Howe, 608 Normal Ave., Normal. His term will expire 5/31/2010.

I ask that you concur with the following reappointments to the Scott Commission:

BroMenn Health Care - James E. Swanson, MD, 1401 Eastland Dr. His term will expire 5/31/2010.

Community Action, Inc., - Rhonda Stevenson, 34 Partner Place. Her term will expire 5/31/2010.

Respectfully,

Stephen F. Stockton
Mayor

Motion by Alderman Schmidt, seconded by Alderman Purcell that the appointments and reappointments 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: Request to Pay J.G. Stewart Contractors for Emergency Street Repair

The pavement on Hershey Road, approximately 1300 feet south of Ireland Grove Road and 500 feet north of Hamilton Road, settled significantly creating an immediate concern for motorists. As the work was urgent and the scope was beyond what could be efficiently performed by City staff and equipment, JG Stewart Contractors was retained to perform the necessary repairs. Sections of the pavement were removed and a void was discovered under the settlement. The void appears to be related to a sanitary sewer which was bored under the road in 2002. The void was filled with flowable fill and the Portland Cement Concrete pavement restored. JG Stewart Contractors has submitted a time and materials bill for the work in the amount of \$32,595.18. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$32,595.18 to JG Stewart Contractors for the repair of the Hershey Road pavement with payment made with 50% Capital Improvement Funds (\$16,297.59 - X40100-72530) and 50% from Sewer Depreciation Funds (\$16,297.59 - X52200-72530).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Request to Pay Stark Excavating, Inc. for Emergency Repair of City Sewer at 705 East Monroe Street

It was discovered that the 12” public sewer adjacent to 705 E. Monroe St. was blocked with debris. The City’s Vactor truck was unable to clear the blockage. As the need for the repairs was urgent to protect the public safety and due to the location of the sewer and the scope of the work, staff retained Stark Excavating, Inc. to perform the work. Stark made the excavation, removed the blockage, and repaired the 12” public sewer. They have submitted a time and materials bill for the work in the amount of \$6,152.13. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$6,152.13 to Stark Excavating, Inc. for the repair of the sewer with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 Buses for the Bloomington-Normal Public Transit System

The Bloomington-Normal Public Transit System (B-NPTS) is a joint venture between the City and the Town of Normal. Bloomington Ordinance 1972-96 placed various conditions on the operation of the Transit System, among which was the requirement that any purchases over \$1,000 be pursuant to a public bid process.

The Transit System has the opportunity to purchase two (2) 30-foot diesel powered buses from Gillig Corporation, pursuant to an assignment of a purchase contract from the Hillsborough Area Regional Transit Authority of Tampa, Florida. This process is commonly used in the public mass transit industry and is commonly known as “piggybacking.” The total purchase price for the two (2) buses is \$639,277.64, and would be financed through existing federal grants providing a total of \$583,495. The remainder of the purchase price would be paid for with funds on hand with the Transit Authority and earmarked for capital purchases. A letter from Peter Weber, General Manager of B-NPTS, detailing this purchase is included. Staff respectfully requests that Council waive the formal bidding process, approve the purchase of two (2) 30-foot diesel powered buses from Gillig Corporation, and the Resolution adopted.

Respectfully,

J. Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

RESOLUTION 2007 - 36**A RESOLUTION AUTHORIZING THE BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM TO WAIVE BIDS AND PURCHASE TWO 30-FOOT GILLIG PHANTOM BUSES**

WHEREAS, the Bloomington-Normal Public Transit System (“Transit System”) is required, pursuant to City of Bloomington Ordinance 1972-96 to purchase property with public bidding when the price exceeds \$1,000.00; and

WHEREAS, the Board of Trustees of the Transit System has the opportunity to purchase two new buses pursuant to an assignment of an existing contract between Gillig Corporation (the manufacturer of the buses) and the Hillsborough Area Regional Transit Authority (HART) of Tampa, Florida; and

WHEREAS, the contract between HART and Gillig Corporation was arrived at as a result of a request for proposals and awarded on the basis of a quality based selection process rather than a low bid selection process; and

WHEREAS, the process of purchasing buses by a purchaser other than a party to the original contract is termed “piggybacking” and is widely used in the public mass transit industry because it mitigates the considerable administration time and expense that would otherwise be incurred by the benefiting agency if that agency implemented the Request for Proposal or public bidding process on its own; and

WHEREAS, the waiver of bids will not result in lower quality public transportation for the citizens of the City of Bloomington and the Town of Normal.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON:

That the Board of Trustees of the Bloomington-Normal Public Transit System be authorized to purchase two 30-foot Gillig Phantom buses for a total purchase price of \$639,277.64 pursuant to an assignment agreement with Hillsborough Area Regional Transit Authority of Tampa, Florida, and that included in such authorization is a waiver of the requirements of City of Bloomington Ordinance 1972-96 that purchases over \$1,000.00 must be subjected to the public bid process.

ADOPTED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Purcell that formal bidding process be waived, that the purchase of two (2) 30-foot diesel powered buses from Gillig Corporation be approved, and the Resolution adopted.

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

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

Nays: None.

Motion carried.**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase “BOLO” Software package – New World CAD

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of the BOLO software package from New World Systems. The BOLO package is proprietary software available only from New World Systems, the sole source provider.

BOLO stands for “Be On the Look Out.” The software allows for the printout of daily shift activity. Included is information on missing persons, officer safety, attempt to locate, extra patrol, probable cause, and stolen vehicles. This information can be accessed from the in-car MDT’s by officers instantaneously as the dispatchers enter it. Information may be obtained on specific data, regarding addresses, persons, places, and things.

Staff requests that the formal bidding process be waived and the BOLO Software purchased from New World Systems in the amount of \$7,900, the Purchasing Agent authorized to issue a purchase order for same, and the Resolution adopted. Funds for this purchase had not been budgeted for the fiscal year ’07-’08, but money is available in line item F115118-72120.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 37**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF BOLO SOFTWARE FOR THE POLICE
DEPARTMENT FROM NEW WORLD SYSTEMS AT A PURCHASE PRICE OF \$7,900**

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 BOLO Software from New World Systems at a Purchase Price of \$7,900.

ADOPTED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Purcell that the formal bidding process be waived, the BOLO Software purchased from New World Systems in the amount of \$7,900, 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: Waive the Formal Bidding Process and Enter a Professional Services Agreement with Clark Dietz, Incorporated for Inspection Services of the Water Main Replacement Projects on North Morris Avenue, James Place and Charles Place

Staff has requested design and construction of new water mains on North Morris Avenue, James Place and Charles Place, where the water mains are old, undersized and the site of frequent water main breaks. Clark Dietz, Inc. was hired to design these water mains, the project was let for bid, and awarded to George Gildner Plumbing and Heating, Inc. Now that construction is beginning, staff would like to employ Clark Dietz, Inc. for construction inspection services.

Staff respectfully recommends that the bidding process be waived and that Council approve an agreement with Clark Dietz, Inc. for construction inspection services, in an amount not to exceed \$47,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted. Funds for this work will be paid from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 38

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN AGREEMENT WITH CLARK DIETZ, INC. FOR
CONSTRUCTION INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED
\$47,000**

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

1. That the bidding process be waived and an Agreement with Clark Dietz, Inc. to provide Construction Inspection Services be approved in an amount not to exceed \$47,000.

ADOPTED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

City of Bloomington
James Place/Charles Place Water Main Construction Observation Services

This Agreement is by and between

City of Bloomington (“Client”)
401-1/2 S. East 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

Approve for Clark Dietz

By: Stephen F. Stockton
Title: Mayor
Date: June 6, 2007

By: Ron Leverich
Title: Senior Vice President
Date April 10, 2007

PART I SERVICES

A. Project Description

Clark Dietz shall provide construction observation services for the James Place/Charles Place Water Main Replacement Project.

B. Scope

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

1. Review shop drawings.
2. Attend up to three progress pay meetings and process the associated pay applications.
3. Answer contractor questions, provide clarifications and issue change orders, as necessary.
4. Prepare record drawings based on the record drawings maintained by the contractor during construction.

5. Provide up to 392 hours of construction observation.

C. Electronic Media Format

- a. The Drawings for this project will be provided to Client in printed format on paper.
- b. Clark Dietz will utilize current Clark Dietz standards for layering, line types, text styles, etc. in the development of the AutoCAD files for this project. Changes in these standards requested by the Client may result in additional cost.

B. Schedule

1. Clark Dietz will begin the Project upon written authorization to proceed.

C. 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 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 \$47,000.

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.

SCHEDULE OF GENERAL BILLING RATES
CLARK DIETZ, INC.
 January 1, 2007

TITLE	HOURLY RATE
Project Director, Engineer 7	165.00
Senior Project Manager, Engineer 6	150.00
Project Manager, Engineer 5	125.00
Engineer 4	110.00
Engineer 3	95.00
Engineer 1 & 2	85.00
Senior Designer, Technician 5	110.00
Technician 4	95.00
Technician 3	85.00
Technician 2	70.00
Technician 1	60.00

Administrative Support

70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

(PART IV STANDARD TERMS AND CONDITIONS; ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Purcell that the formal bidding process be waived, the agreement with Clark Dietz, Inc. to provide construction inspection services be approved in an amount not to exceed \$47,000, the Mayor and City Clerk 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 Approve Cellular Telephone Service

Staff has negotiated a new plan with Nextel for cellular telephone services that provides substantial cost savings, (estimated at \$50,000) over the current plan. The newly negotiated plan provides:

- Efficient sharing of minutes resulting in substantial savings (see Nextel proposal)
- Free nights and weekends beginning at 7:00 p.m.
- Unlimited local and nationwide Direct Connect
- Free voicemail, caller ID and nationwide long distance (existing)
- Reduction in equipment costs
- Expanded choice of service options (Blackberry, text messaging, etc.)

In 1999, staff selected Nextel as the preferred provider of cellular service due to the advanced technology that Nextel offered. While other cellular telephone brands have gradually added this same technology, Nextel is still the most widely used brand of cellular equipment. The Direct Connect (2-way) service is unmatched by any other brand. Staff has been satisfied with the performance of the Nextel equipment and service. Nextel has also provided a service representative and billing agent to specifically service the City's account.

City operations are dependent on the Direct Connect service for immediate communication with employees, vendors and contractors. This feature has been an essential tool for PACE, Water, Public Service, and Engineering. Replacing all of the equipment with another brand would not be feasible in cost or communication capabilities.

Each year staff evaluates the City's cellular service usage and negotiates new pricing and terms as needed. Staff anticipates an overall cellular service expense of \$119,400, however, the expense is based on actual usage and equipment needs. Therefore, staff respectfully recommends that Council waive the formal bidding process and accept the new proposal from Nextel to enter into a one (1) year contract.

Respectfully,

Brian Barnes
Director of Finance

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 39

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING A ONE (1) YEAR CONTRACT WITH NEXTEL IN AN AMOUNT BASED UPON ACTUAL USAGE AND EQUIPMENT NEEDS

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

1. That the bidding process be waived and authorizing a one (1) year Contract with Nextel in an amount based upon actual usage and equipment needs.

ADOPTED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

NEXTEL

May 7, 2007

CITY OF BLOOMINGTON
MAIN ACCOUNT
ATTN: Leslie Lebel and Brian Barnes
BAN: 937203088

I have reviewed this account and the following is a proposal from Nextel Partners, Inc. that will save the company money while providing price plans that will exceed your cellular needs based on the average usage over the past three months. This offer will require a 12 mo. Agreement.

Recommended Price Plans

- 65 Units-Biz Essentials 1000 (\$59.99-\$10) = \$3,249.35
- 194 Units - Biz Essentials Add On (\$25-\$5) = \$3880.00
 - 65,000 Shared between all 259 Units
 - Free Nights & Weekends (Starting at 7pm)
 - Unlimited Local Direct Connect (Nationwide Included)
 - Free Voicemail
 - Free Caller ID
 - Nationwide Long Distance (Cellular)

Add-on features

- Unlimited Blackberry Service- \$49.99
- Unlimited Text Messaging Plan- \$15.00
- Text Messaging 1000 Plan- \$10.00
- Text Messaging 300 Plan- \$5.00
- Dedicated IP Address- \$3.00

Equipment Pricing

- i560- \$39.99
- i580- \$69.99
- 7100i Blackberry \$89.99
- i7520 \$89.99

***This pricing is good at the time of renewal only. Any phones ordered later in the year would be set at that time.

Monthly Access Charges + Infrastructure Fee (before taxes)= \$7,131.34 + Add On Features

Monthly Access Charges with 10% Discount (before taxes)= \$6,416.41

The above proposed plan change would give the customer 65,000 sharable minutes between all phones on the account. The average usage over the past three months was 52,428 peak time minutes. This would allow them to increase their peak time cellular use as needed, without being concerned about overage charges. This would also save the customer a projected average savings of \$4,133.33 per month and \$49,599.96 per year. This pricing is reflective of Price Plans only, any additional features are not included in these prices.

The above plan also allows you to increase your available peak time minutes by simply migrating one of the units from the Add On plan (\$20), to the Biz Essentials 1000 plan (\$49.99). This will give you an additional 1,000 minutes to share for each line that is changed.

These prices are based solely on Price Plan Charges. They do not include additional features, taxes, fees, overages or Directory Assistance charges.

(SUBSCRIBER AGREEMENT: CUSTOMER ORDER, TERMS & CONDITIONS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Purcell that the formal bidding process be waived, the one (1) year Contract with Nextel be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Purchase of Pickup Trucks Using the State of Illinois Joint Purchasing Contract

The Public Service Department has two (2) pickup trucks budgeted for purchase in the FY07/08 budget. A 1997 GMC extended cab pickup currently being used by the Assistant Superintendent of Solid Waste will be replaced with a 2007 Ford F150 extended cab pickup. This purchase

price for this truck is \$19,879. The dealer offered a \$1,400 trade allowance for a net purchase price of \$18,479.

A 2007 Ford F350 - 4x4 pickup truck with a snow plow will be purchased for use in the Refuse Division. This truck will be used by the division staff to perform duties when a large dump truck is not needed. Additionally, this truck will also be used for snow plowing during snow events. The purchase price for this truck is \$34,653.

Bob Riding Inc., Taylorville, currently holds the State of Illinois Joint Purchasing Contract for these two (2) trucks. Funds are budgeted in the Equipment Replacement Fund, F16130-72130, Refuse Collection and F16140-72130, Weed Control, for these purchases.

Staff respectfully recommends that Council waive the formal bidding process and approve the purchase of two (2) pickup trucks for the Public Service Department using the State of Illinois Joint Purchasing Contract from Bob Riding Inc., Taylorville, in the total amount of \$53,132, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

Respectfully,

Daniel Augstin
Director Fleet Management

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 40

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF TWO PICKUP TRUCKS FOR THE PUBLIC
SERVICE DEPARTMENT FROM BOB RIDING, INC. AT A PURCHASE PRICE OF
\$53,132**

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 Two Pickup Trucks at a Purchase Price of \$53,132 from Bob Riding, Inc.

ADOPTED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Purcell that the formal bidding process be waived, two (2) pickup trucks for the Public Service Department be purchased using the State of Illinois Joint Purchasing Contract from Bob Riding Inc., Taylorville, in the total amount of \$53,132, 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: Waive the Formal Bidding Process and Purchase VideOversight Video/Audio Recording Equipment for the Police Department

Staff respectfully requests that Council waive the formal bidding process and authorize the purchase VideOversight Network-Based Video/Audio Recording, Archiving and Case Management system for the Police Department from Microception, the sole source provider. This equipment captures, processes, stores, and manages digital video and associated data, allowing improved performance, lower cost, reduce risk, and increase security. This equipment will replace an outdated system in the Criminal Investigation Division, purchased in 1997.

The total cost of the system is \$48,614, a savings of \$4,861. This price includes a two (2) year maintenance and software upgrade package. Funds for this item were budgeted in F15110-72120.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 41

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF VIDEO/AUDIO RECORDING
EQUIPMENT FOR THE POLICE DEPARTMENT FROM MICROCEPTION FOR THE
PURCHASE PRICE OF \$48,614**

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 VidOversight Video/Audio Recording Equipment for the Police Department from Microception for the Purchase Price of \$48,614.

ADOPTED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Purcell that the formal bidding process be waived, the VidOversight Video/Audio Recording Equipment purchased from Microception in the amount of \$48,614, 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 Janitorial Service Request for Proposal (RFP)

The current cleaning service contract with Perfect Cleaning Service expires on May 31, 2007. On April 9, 2007, bids were accepted for a three (3) year contract for complete janitorial services for City Hall, Engineering, Water and Public Service Offices. A total of four (4) companies responded to the Request for Proposal (RFP). The analysis below is broken down into cost per fiscal year and total cost over the three (3) year period.

	FY 2007-2008	FY 2008-2009	FY 2009-2010	3 YEAR TOTAL
Whippit Janitorial** Service Co. Bloomington, IL	\$ 52,200	\$ 53,200	54,320	\$159,750
Great American Cleaning Service Bloomington, IL	\$ 57,558	\$ 57,558	\$ 57,558	\$172,674
Nord Cleaning Service Bloomington, IL	\$ 56,172	\$ 60,104	\$ 63,710	\$179,986
Vonachen Janitorial Service Peoria, IL	\$ 79,164	\$ 79,164	\$ 81,539	\$239,868

**** Recommended Service Provider**

After careful review of all submitted proposals, staff respectfully recommends that Council approve the agreement with Whippit Janitorial Service Co. as the janitorial service provider at the facilities mentioned above for the next three (3) fiscal years. Funds for this service will come from account: G-15480-70410.

Respectfully,

Robert Floyd
Facility Manager

Mark Huber
Director of PACE

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Purcell that the proposal submitted by Whippit Janitorial Service Co. for Janitorial Services be withdrawn as

requested by same, the proposal be awarded to Great American Cleaning Services in the amount of \$172,674 per year for the three (3) year term, 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: Request to Retain BLDD Architects, Inc. to Provide Professional Services to Develop a Master Plan for the New Vehicle Fleet Management/Fueling Station Facility

Staff received Request for Qualifications (RFQ) from architectural/engineering firms to provide professional services associated with the development of a master plan for a new Fleet Management Facility, Vehicle Fueling Station and associated site work. Staff reviewed all RFQs, selected BLDD Architects, Inc. and negotiated a proposed contract price of \$58,270 to provide this service. The location for the Fleet Management facility will be on City owned property, between the Bloomington Township building on Gridley St. and the Sugar Creek Packing Plant on East St.

These services include:

1. Reviewing maintenance philosophy, policies, procedures, and maintenance techniques for scheduled and unscheduled maintenance and component rebuilding.
2. Reviewing vendor contracted activities and requirements.
3. Reviewing fleet size, mix and projected growth.
4. Determining requirements for repair bays, shops, material storage, and other maintenance functions including equipment.
5. Determining work flow patterns.
6. Determining the size of all work areas within the facility, vehicle storage outside and vehicle traffic flow.
7. Providing a site and facility schematic drawing.

As all things are in order, staff respectfully recommends that Council approve the contract with the BLDD Architects, Inc. to provide professional services for development of master plan for a

new fleet management facility and fueling station in the amount of \$58,270. Funds are available for this work from the Capital Improvement Fund (X40100-57510).

Respectfully,

Dan Augstin
Dir. Fleet Management

Bob Floyd
Facility Manager

Tom Hamilton
City Manager

AIA Document B727™ - 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the 30th day of May in the year of Two Thousand Seven.

BETWEEN the Owner: (Name and address)

City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701

and the Architect: (Name and address)

BLDD Architects, Inc.
201 E. Grove Street, Suite 300
Bloomington, Illinois 61701

For the following Project:
(Include detailed description of Project, location, address and scope.)

Fleet Maintenance Facility
Bloomington, Illinois
Planning Services for the development of a Master Plan for a new Vehicle Fleet Maintenance Facility, Vehicle Fueling Station and associated site work.
The scope of the project includes Program Development and Schematic Design only. Parsons Brinkerhoff (Fleet Maintenance Design) and Lewis Yockey & Brown, Inc. (Civil) will be consultants of BLDD Architects, Inc.

BLDD Project #: 072040.200

The Owner and the Architect agree as set forth below.

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

§ 1.1 BLDD proposes to provide the following services as a part of this Agreement.

Site Evaluation and Planning Services:

- 1.2 Program Analysis
- 1.2.8 Utility Studies
- 1.3.0 Design Guidelines
- 1.3.2. Planning of Zoning Analysis
- 1.3.3 Meeting and Presentation
- 1.3.5 Programming
- 1.3.6 Concept Design
- 1.3.7 Estimate of Building or Project
Probable Construction Cost
- 1.3.8 Program analysis Phase
- 1.3.9 Schematic Design
- 1.4.6 Master Planning Services

§ 1.2 Program Analysis: Analyze the Owner's building program with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and special constraints or requirements such as security, easements.

§1.2.8 Utility Studies: Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plat mechanical systems fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines.

§ 1.3.0 Design Guidelines: Prepare design guidelines to develop a set of standards for site improvements, including signage, lighting, landscaping, pedestrian amenities, banners, and other similar guidelines.

§ 1.3.2 Planning and Zoning Analysis: Identify and research applicable planning and zoning ordinances. Develop and present options to the Owner.

§ 1.3.3 Meetings and Presentations: Attend meetings, public hearings, and citizen information meeting as directed by the Owner. Represent the Owner in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings.

§ 1.3.5 Programming: Meet with assigned staff to determine project space needs. Develop an overall space program evaluation and individual work station needs.

§ 1.3.6 Concept Design: Test the program to determine the estimated size of the project. This shall include floor plans and/or site plan.

§ 1.3.7 Estimate of Building or Project Probable Construction Cost: Develop an estimate of Probable Construction Cost based on a defined Concept Design.

§ 1.3.9 Schematic Design Phase: The Architect shall review the program, schedule, and construction budget and develop design drawings and other documents illustrating the scale and relationships of the Project components. The Architect shall submit an opinion of Probable Construction Costs based on conceptual estimating techniques.

§ 1.4.6 Master Planning Services: BLDD shall provide a 2007 Master Plan. The plan shall include:

1. Date retrieval and interviews to collect base information and gain an understanding of the clients goals and objectives.
2. Prepare an inventory of conditions of open space and building utilization, infrastructure support system, and land use.
3. Analyze the space use and develop a project space program.
4. Assess issues, goals, and objectives.

The Owner shall be responsible for the following:

1. The Owners staff will manage, coordinate and provide base information on behalf of the client.
2. A core group will be established to represent the perspective of the Owner as a whole. It will be assigned to guide the BLDD Team in its master planning efforts.
3. Shall supply the BLDD Team with needed base materials such as building floor plans, completed and accurate surveys, and space utilization reports and schedules.
4. Shall provide any estimated budgets for construction.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and

other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 DISPUTE RESOLUTION

(Paragraph deleted)

§ 4.1 MEDIATION

§ 4.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

(Paragraph deleted)

§ 4.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Request for mediation shall be filed in writing with the other party to this Agreement.

(Paragraph deleted)

§ 4.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof

(Paragraph deleted)

§ 4.2 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 4.2 .1 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- 1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- 2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT**§ 7.1 Direct Personnel Expense**

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- 1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- 2 long-distance communications;
- 3 fees paid for securing approval of authorities having jurisdiction over the Project;
- 4 reproductions;
- 5 postage and handling of documents;
- 6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- 7 renderings and models requested by the Owner;
- 8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- 9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF ZERO (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article I, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Compensation for services shall be on a stipulated sum of Fifty Eight Thousand, Two Hundred Seventy Dollars and No Cents (\$58,270.00) Dollars.

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One and One-Tenth (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

Stephen F. Stockton
Mayor

R. Carson Durham
Senior Associate

Motion by Alderman Schmidt, seconded by Alderman Purcell that the Contract with BLDD Architects, Inc. for the development of a Master Plan for a Vehicle Management Facility and Fueling Station be approved in the amount of \$58,270, 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: Analysis of Bids for 2007-2008 Sidewalk Reconstruction

Bidding proposals for 2007-2008 Sidewalk Reconstruction were received until 10:00 a.m. on Monday, May 7, 2007, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

J.G. Stewart, Inc., Bloomington, IL \$ 242,265.00
 WAS CON Co., Hammond, IL \$ 234,970.00 Low Bid

Budget:	Residential Sidewalk Program	\$ 50,000	CIF
	Residential Sidewalk Program	\$ 50,000	PRI PROP
	Sidewalk Wheelchair Ramps	\$ 60,000	CIF
	Downtown Sidewalk Program	\$ 20,000	TIF
	Downtown Sidewalk Program	\$ 20,000	<u>PRI PROP</u>
	Total	\$200,000	

This project includes three (3) budgeted projects: 1.) the 50/50 Residential Sidewalk Replacement Program, 2.) the Downtown Sidewalk Replacement Program and 3.) the Americans With Disabilities Sidewalk Wheelchair Ramp Program. Both bids were incomplete as the bidders did not complete required information regarding apprenticeship and training programs. In addition the bid from WAS CON Co. did not have a signature on the hold harmless certificate. Staff respectfully recommends that Council reject all bids and direct staff to seek new bids.

Respectfully,

Douglas G. Grovesteen
 Director of Engineering

Tom Hamilton
 City Manager

Alderman Huette questioned the dollars threshold for the apprenticeship training program. Tom Hamilton, City Manager, noted that the dollar figure was \$25,000. This

requirement was a part of the City's Prevailing Wage Resolution. He added that participation was required. Alderman Huette questioned the Town of Normal's policy. Mr. Hamilton expressed his belief that the dollar threshold was higher. Alderman Huette requested that the Council revisit this issue due to its impact upon City projects.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the bids be rejected and staff authorized to seek new bids.

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 Proposals for 2007-2008 Asphalt and Concrete Testing

Proposals for 2007-2008 Asphalt and Concrete Testing were received until 10:00 a.m. on Monday, May 7, 2007, in the office of the City Clerk at which time and place the proposals were opened and read aloud as follows:

Bidder	Asphalt Plant Observation >300 tons / day (\$ per ton)	Asphalt Plant Observation <300 tons / day (\$ per hour)	Asphalt Extraction Analysis (each)	P.C. Concrete Plant Observation (\$ per hour)	P.C. Concrete Cylinder Testing (each)
Testing Service Corp. Blmn., IL	\$ 0.30	\$ 40.00	\$ 115.00	\$ 40.00	\$ 11.50
Terracon, Bloomington, IL	\$ 0.30	\$39.50	\$ 105.00	\$ 39.50	\$ 11.50

Annually, a professional engineering firm is hired to provide the City with Asphalt and Concrete Plant Inspection. The consultant selected is paid based upon the amount of work performed. Payment is made from the line item in the budget for which the project is budgeted. For work involving subdivisions, payment is made with General Funds through the Engineering Department's "Engineering Services" line item.

Terracon Consultant's proposal is low or equal on all items. They have provided these services to the City in previous years. As all items are in order, staff respectfully recommends that Council accept the proposal of Terracon Consultants for Asphalt and Concrete Plant Observation and Laboratory Testing and, further, that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Purcell that the RFP for Asphalt and Concrete Testing be awarded to Terracon Consultants on a time and material basis, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for Additional Services

On February 12, 2007, Council approved an agreement with McGladrey and Pullen to calculate any arbitrage requirement with bond issues which is required for compliance with the Internal Revenue Code of 1986.

McGladrey and Pullen have since made an agreement with MuniFinancial, a municipal financial consulting firm, to complete all arbitrage rebate engagements for McGladrey clients. The cost to the City remains the same of \$6,000 plus out of pocket expenses. The council had approved in February an amount not to exceed \$7,500 which remains the same.

Staff respectfully requests that Council approve the change order for services originally granted to McGladrey and Pullen (RSM McGladrey) to MuniFinancial, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Judy Whikehart
Asst. Director of Finance

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for Coliseum Audit by McGladrey & Pullen

On January 27, 2003, Council approved McGladrey and Pullen as the auditing firm for the City for the period April 30, 2003 through April 30, 2007. At that time the proposal did not include auditing services for the Coliseum. It is necessary for the firm that audits the City to also audit the Coliseum since their financial statements are included in the City's audited financial statements.

The cost for the Coliseum audit of April 30, 2007 will not exceed \$24,500 unless unexpected conditions are encountered. If the cost would exceed \$24,500, staff will come back to the Council for approval of the additional amount. These costs are charged to the US Cellular Coliseum.

Staff respectfully request that Council approve McGladrey and Pullen for the auditing services at the US Cellular Coliseum in an amount not to exceed \$24,500, and the Resolution be adopted.

Respectfully,

Judy Whikehart
Asst. Finance Director

Tom Hamilton
City Manager

RESOLUTION NO. 2007 - 42

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$24,500 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND MCGLADREY & PULLEN FOR THE AUDITING SERVICES AT THE US CELLULAR COLISEUM

WHEREAS, the City of Bloomington has previously entered into a contract with McGladrey & Pullen for auditing services; and

WHEREAS, for the reasons set forth in a staff report dated May 14, 2007 it was necessary to audit the US Cellular Coliseum's financial statements; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the May 14, 2007 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$24,500 in the contract between the City of Bloomington and McGladrey & Pullen for auditing services be approved.

ADOPTED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Fruin questioned this item. He questioned the timing for completion of the audit. Brian Barnes, Finance Director, addressed the Council. The audit work would begin in June with field work. The draft report would be completed in early September. The audit would be completed by October. Alderman Fruin questioned the reporting procedures. Mr. Barnes noted that there were internal audit procedures. A separate entity was retained to review the City's internal audit controls. This was a standard approach. The City had grown to be a big entity. The audit must be filed within 180 days of the City's fiscal year end.

Motion by Alderman Schmidt, seconded by Alderman Purcell the Change Order in the amount of \$24,500 be approved, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Renewal of Agreement with HCH Administration, Inc

The John M. Scott Health Care Commission, in their approval of the FY 2008 budget, recommended the extension of the agreement with HCH Administration, Inc. for third party administration of the Scott Prescription Medicine Program. This agreement is the fourteenth (14th) renewal of the original agreement for May 1, 2007 – April 30, 2008.

The rationale for this agreement is that it has greatly reduced the paperwork involved in the administering the prescription medicine program and allows staff to concentrate their efforts on addressing and meeting the needs of McLean County residents who lack health insurance and meet the guidelines for the services of John M. Scott Health Resources. Staff respectfully recommends that the agreement be approved.

Respectfully,

Ruth Ann Sikora
Director, J.M. Scott Health Resources

Tom Hamilton
City Manager

**PRESCRIPTION DRUG EXPENSE
PLAN ADMINISTRATION AGREEMENT**

FOURTEENTH RENEWAL

This Fourteenth Renewal to the Prescription Drug Expense Plan Administration Agreement dated May 1, 1993 (“Agreement”), is made this first day of May, 2007 (“Effective Date”), by and between HCH Administration Inc. (“Contract Administrator”) and the City of

Bloomington, a municipal corporation, in its capacity as Trustee of the John M. Scott Health Care Trust ("Trust").

NOW, THEREFORE, IT IS AGREED, that the term of this Agreement shall be extended from May 1, 2007 to April 30, 2008.

The following Fees apply to services rendered under this Agreement:

Rx Claims:

The Trust shall pay the Contract Administrator for such services provided by the Contract Administrator, for Rx claim processing at the following monthly rate per script:

May 1, 2007--April 30, 2008	\$1.35
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HCH ADMINISTRATION INC.

CITY OF BLOOMINGTON AS TRUSTEE

By: James D. Steveson
Its President

By: Stephen F. Stockton
Its Mayor

Dated: June 11, 2007

Dated: May 15, 2007

Attest: Tracey Covert
City Clerk

Dated: May 15, 2007

Motion by Alderman Schmidt, seconded by Alderman Purcell that the contract be approved and the Mayor and City Clerk be authorized to execute the necessary document.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Renewal of Contract with Peace Meal for the Provision of Home Delivered Meals

The John M. Scott Health Care Commission, in their approval of the FY 2007 - 2008 budget, recommended the renewal of a contract with Peace Meal Senior Nutrition Program for the preparation and delivery of home delivered meals to frail, homebound residents. The contract is for May 1, 2007 – April 30, 2008.

The Scott Trust will be responsible for paying for meals delivered to persons residing outside of the city limits of Bloomington and Normal. The City has budgeted money to pay Peace Meals for meals delivered to persons residing within the City limits.

The rationale for continuing this contract is to support another agency equipped to provide this service at less cost to the Trust than our previous home-delivered meals program. This cooperative agreement has allowed Peace Meal to expand their home delivered meals to additional people. Staff respectfully recommends that Council approve this contract, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Ruth Ann Sikora
Director, John M. Scott Health Resources

Tom Hamilton
City Manager

AGREEMENT FOR FUNDING OF HOME-DELIVERED MEALS

This AGREEMENT by and between the CITY OF BLOOMINGTON, in its capacity as TRUSTEE OF THE JOHN M. SCOTT HEALTH CARE TRUST (hereinafter called the TRUST) and the BOARD OF TRUSTEES FOR EASTERN ILLINOIS UNIVERSITY and the PEACE MEAL SENIOR NUTRITION PROGRAM (hereinafter called PEACE MEAL) for funding of home-delivered meals.

WHEREAS, the TRUST has provided in its Budget an allocation for home-delivered meals to homebound individuals who reside in McLean County; and

WHEREAS, PEACE MEAL is actively engaged in providing such a service under its authorization as a State University; and

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a CONTRACT for the period of May 1, 2007 through April 30, 2008 whereby PEACE MEAL agrees to prepare and deliver a hot noon meal delivered Monday

through Friday (excluding Holidays of Peace Meal--see Appendix A) to homebound adults and which would meet one-third of the Daily Recommended Dietary Allowance established by the Food and Nutrition Board of the National Research Council - National Academy of Sciences, (9th Revised Edition, 1980).

2. The TRUST, and the City of Bloomington agree to provide a sum of money to be paid to PEACE MEAL as follows:

For home-bound residents living outside of the city limits of Bloomington, the TRUST will remit payment to PEACE MEAL at the end of every month commencing May 1, 2007 and ending April 30, 2008, said payments not to exceed a maximum cumulative annual amount of Seven thousand five hundred dollars (\$7,500). For home-bound residents living within the city limits of Bloomington, the City of Bloomington will remit payment to PEACE MEAL at the end of every month commencing on May 1, 2007 and ending April 30, 2008 said payments not to exceed a maximum cumulative annual amount of Twenty-five thousand dollars (\$25,000). The monthly amount to be paid by the TRUST, and the City of Bloomington to PEACE MEAL shall be calculated based on the cost to PEACE MEAL of providing meals pursuant to this Agreement as said costs are detailed in the monthly statements required by paragraph 5.

3. PEACE MEAL agrees to provide an application screening service which identifies homebound adults who meet the eligibility criteria listed below for services financed by the TRUST:

- a. Resident living in McLean County, Illinois;
- b. Unable to prepare own meal;
- c. No one available to prepare meal for the individual;
- d. Adult of any age meeting criteria of a, b, and c above;
- e. and other such requirements periodically established by the TRUST and PEACE MEAL staff.

4. PEACE MEAL agrees to provide individual nutrition assessments, counseling and education to reinforce the importance of sound nutrition. Special attention will be given to modified diets.

5. PEACE MEAL agrees to provide monthly statements listing the names of clients, dates of deliveries, total number of meals, and the cost for providing meals to homebound persons living outside of the city limits of Bloomington, within the city limits of the City of Bloomington.

6. PEACE MEAL agrees to provide the TRUST with a FINAL REPORT to accompany the last monthly statement. The FINAL REPORT will list:

- a. The number of individual adults served meals during the contract period and financed by the TRUST, and the City of Bloomington;
- b. Demographic information on individuals served meals through TRUST, and the City of Bloomington.

7. This AGREEMENT may be terminated for any of the following reasons:

- a. At the request of the TRUST upon thirty days written notice;
- b. At the request of PEACE MEAL upon thirty days written notice.

8. It is understood that the terms of this CONTRACT include all the agreements made by PEACE MEAL and the TRUST regarding home-delivered meals to homebound adults, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

9. Severability: If any provision of this CONTRACT shall be held invalid or unenforceable, the remainder of this CONTRACT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

CITY OF BLOOMINGTON AS TRUSTEE

Stephen F. Stockton
Mayor

May 15, 2007

ATTEST:

Tracey Covert
City Clerk

May 15, 2007

BOARD OF TRUSTEES FOR EASTERN ILLINOIS
UNIVERSITY AND SENIOR NUTRITION PROGRAM

Blair M. Lord
Provost and VP for Academic Affairs

June 13, 2007

Jeffrey L. Cooley By: Paul A McCann
Eastern Illinois University Representative

June 19, 2007

Barbara Wylie
Project Director

June 22, 2007

CONTRACT REVIEWED BY:

Todd Greenburg
Legal Department
City of Bloomington

May 26, 2007

APPENDIX A

HOLIDAY SCHEDULE FOR PEACE MEAL

May 1, 2007 -- April 30, 2008
 May 28, 2007-----Memorial Day
 July 4, 2007-----Independence Day
 September 3, 2007-----Labor Day
 November 22 and 23, 2007-----Thanksgiving Holidays
 December 24 and 25, 2007-----Christmas Holidays
 December 31, 2007 and January 1, 2008-----New Year's Holidays
 February 18, 2008-----Presidents' Birthday
 March 21, 2008-----Good Friday

**All holidays will be confirmed by Peace Meal as they didn't have their calendar prepared as of this writing.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the contract be approved and the Mayor and City Clerk be authorized to execute the necessary document.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
 From: Staff
 Subject: Renewal of Contracts with Hospitals for Outpatient Services

The John M. Scott Health Care Commission, in their approval of the FY 2007 - 2008 budget, recommended the renewal of contracts with BroMenn Health Care and OSF Healthcare System for the provision of hospital outpatient services to the indigent McLean County residents who meet Scott Trust eligibility guidelines. The attached contracts are for May 1, 2007 – April 30, 2008. The rationale for recommending this contract renewal is:

1. In Fiscal Year 1993-1994, we established new procedures for the funding of hospital outpatient services. The hospitals agreed to do all of the screening, collect co-payments from the patients, reduce charges to Illinois Department of Public Aid rates for the Trust,

and keep statistics on the number of person served. At the end of the fiscal year, a report is sent to the Trust, at which time payment is made to the hospitals.

2. This procedure eliminated a tremendous amount of staff time, paperwork, phone calls, postage, printing cost, etc. We are able to distribute the dollars in a more efficient manner, resulting in service to a greater number of persons. Hospital administrators have appreciated the revised method.

Staff recommends that these contracts be approved.

Respectfully,

Ruth Ann Sikora
Director, John M. Scott Health Resources

Tom Hamilton
City Manager

AGREEMENT FOR FUNDING OF HOSPITAL SERVICES

This AGREEMENT by and between the CITY OF BLOOMINGTON, in its capacity as TRUSTEE OF THE JOHN M. SCOTT HEALTH CARE TRUST (hereinafter called "TRUST") and BROMENN HEALTHCARE (hereinafter called "HOSPITAL") for funding of hospital outpatient and emergency room services.

WHEREAS, the TRUST has provided in its budget an allocation for hospital outpatient services to indigent McLean County residents; and

WHEREAS, the HOSPITAL is actively engaged in providing such services;

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a CONTRACT for the period of May 1, 2007 through April 30, 2008 whereby the HOSPITAL agrees to discount the cost of covered services for patients meeting the guidelines of the TRUST, which include:

General Guidelines:

- a. Persons who have been McLean County residents for at least one year;
- b. Persons who have been living in McLean County for at least four months and with the intent to establish residency; or
- c. Transients requiring assistance due to an accident or illness which by its nature precludes prompt travel.

Unless qualified as stated above, university or college students may not be applicants. Living in McLean County for the sole purpose of attending school shall not be sufficient reason to establish residency or the intent to establish residency.

Income Guidelines: (185% of Federal Poverty Level)

a. Family size	Income
1	\$18,889
2	\$25,327
3	\$31,765
4	\$38,203
5	\$44,641
6	\$51,079

b. Assets must be less than \$1,000 per person up to a maximum of \$2,000 per household.

Covered services:

- a. Emergency room
 - b. Outpatient services
 - c. No maternity coverage will be available
2. The approved disbursement procedures will be as follows:
- a. Eligibility for TRUST financing will be determined by HOSPITAL.
 - b. All determinations must be made within sixty days of first billing.
 - c. A completed financial statement along with current pay stub and/or tax return will be needed to determine eligibility.
 - d. A co-payment of Twenty-Five dollars (\$25.00) will be due from the patient for each account as established by the Hospital, at the time the discount is given.
 - e. HOSPITAL will use per diem rate used by Illinois Department of Public Aid for payment for TRUST funds.
 - f. Remainder of account will be adjusted off to TRUST write off.
 - g. There will be no established limit on times a patient can qualify for TRUST assistance.
 - h. HOSPITAL Patient Accounts will keep a log book recording all transactions and disbursements of TRUST funds.
3. The TRUST agrees to provide Ten Thousand dollars (\$10,000) to be paid to the HOSPITAL as follows:

HOSPITAL will submit an end of the fiscal year report and invoice to the TRUST, on or before April 30, 2008. This report will itemize the services provided by the HOSPITAL. The TRUST will reimburse the HOSPITAL following receipt of the invoice.

Should the Trust elect to distribute more than Ten Thousand dollars (\$10,000) per fiscal year, the Trust will notify the Hospital in sufficient time to allow for distribution prior to year end.

4. This AGREEMENT may be terminated for any of the following reasons:
- a. At the request of the TRUST upon thirty days written notice;
 - b. At the request of the HOSPITAL upon thirty days written notice.

5. It is understood that the terms of this CONTRACT include all the agreements made by HOSPITAL and the TRUST regarding outpatient and emergency room services, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

6. Severability: If any provision of this CONTRACT shall be held invalid or unenforceable, the remainder of this CONTRACT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

CITY OF BLOOMINGTON AS TRUSTEE

Stephen F. Stockton
Mayor

May 15, 2007

ATTEST:

Tracey Covert
City Clerk

May 15, 2007

BROMENN HEALTHCARE

Roger Hunt
Administrator

June 19, 2006

CONTRACT REVIEWED BY:

Todd Greenburg
Legal Department
City of Bloomington

May 29, 2007

AGREEMENT FOR FUNDING OF HOSPITAL SERVICES

This AGREEMENT by and between the CITY OF BLOOMINGTON, in its capacity as TRUSTEE OF THE JOHN M. SCOTT HEALTH CARE TRUST (hereinafter called "TRUST") OSF Healthcare System, an Illinois not-for-profit corporation having its corporate office in Peoria, Illinois, owner and operator of St. Joseph Medical Center, located and doing business in Bloomington, Illinois (such system and Medical Center are hereinafter collectively referred to as "OSFHS") for funding of hospital outpatient and emergency room services.

WHEREAS, the TRUST has provided in its budget an allocation for hospital outpatient services to indigent McLean County residents; and

WHEREAS, OSFHS is actively engaged in providing such services;

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a CONTRACT for the period of May 1, 2007 through April 30, 2008 whereby OSFHS agrees to discount the cost of covered services for patients meeting the guidelines of the TRUST, which include:

General Guidelines:

- a. Persons who have been McLean County residents for at least one year;
- b. Persons who have been living in McLean County for at least four months and with the intent to establish residency; or
- c. Transients requiring assistance due to an accident or illness which by its nature precludes prompt travel.

Unless qualified as stated above, university or college students may not be applicants. Living in McLean County for the sole purpose of attending school shall not be sufficient reason to establish residency or the intent to establish residency.

Income Guidelines: (185% of Federal Poverty Level)

a. Family size	Income
1	\$18,889
2	\$25,327
3	\$31,765
4	\$38,203
5	\$44,641
6	\$51,079

- b. Assets must be less than \$1,000 per person up to a maximum of \$2,000 per household.

Covered services:

- a. Emergency room
- b. Outpatient services
- c. No maternity coverage will be available

2. The approved disbursement procedures will be as follows:
 - a. Eligibility for TRUST financing will be determined by OSFHS.
 - b. All determinations must be made within sixty days of first billing.
 - c. A completed financial statement along with current pay stub and/or tax return will be needed to determine eligibility.
 - d. A co-payment of Twenty-Five dollars (\$25.00) will be due from the patient for each account as established by OSFHS, at the time the discount is given.
 - e. OSFHS will use the rate used by Illinois Department of Public Aid for payment for TRUST funds.

- f. Remainder of account will be adjusted off to TRUST write off.
- g. There will be no established limit on times a patient can qualify for TRUST assistance.
- h. OSFHS Patient Accounts will keep a log book recording all transactions and disbursements of TRUST funds.

3. The TRUST agrees to provide Ten Thousand Dollars (\$10,000) to be paid to OSFHS as follows:

OSFHS will submit an end of the fiscal year report and invoice to the TRUST, on or before April 30, 2008. This report will itemize the services provided by OSFHS. The TRUST will reimburse OSFHS following receipt of the invoice.

Should the Trust elect to distribute more than Ten Thousand dollars (\$10,000) per fiscal year, the Trust will notify OSFHS in sufficient time to allow for distribution prior to year end.

4. This AGREEMENT may be terminated for any of the following reasons:
- a. At the request of the TRUST upon thirty days written notice;
 - b. At the request of OSFHS upon thirty days written notice.

5. It is understood that the terms of this CONTRACT include all the agreements made by OSFHS and the TRUST regarding outpatient and emergency room services, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

6. Severability: If any provision of this CONTRACT shall be held invalid or unenforceable, the remainder of this CONTRACT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

CITY OF BLOOMINGTON AS TRUSTEE

Stephen F. Stockton
Mayor

May 15, 2007

ATTEST:

Tracey Covert
City Clerk

May 15, 2007

OSF HEALTHCARE SYSTEM/ST. JOSEPH MEDICAL CENTER

Kenneth J. Natzke
Administrator

July 7, 2007

CONTRACT REVIEWED BY:

Todd Greenburg
Legal Department
City of Bloomington

May 29, 2007

Motion by Alderman Schmidt, seconded by Alderman Purcell that the contracts 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: Donation of Scattered Vacant Lots to Habitat for Humanity of McLean Co.

The Department of Planning and Code Enforcement (PACE) has several scattered vacant lots in inventory, all obtained in lieu of demolition through the code enforcement process. The City and Habitat for Humanity of McLean County have partnered in the provision of affordable housing for close to twenty (20) years. In most instances, the partnership included the donation of vacant, buildable land to Habitat for Humanity. Habitat, in turn, provided affordable dwelling units to approved family partners whose income did not exceed 50% of the area median income.

PACE proposes to donate three (3) vacant lots located at 901 W. Mulberry, 801 S. Wright and 402 E. Market Street to Habitat for the purpose of the provision of affordable dwelling units to households whose income does not exceed 50% of the area median income. In addition, the City will waive the cost of all construction and/or building permits on these three (3) sites (including excavation, driveway and curb cut, erosion control, building, electrical, HVAC, and/or plumbing permits.)

Staff respectfully requests the Council approve the donation of three (3) vacant lots, owned by the City, located at 901 W. Mulberry, 801 S. Wright and 402 E. Market for the construction of affordable dwellings in conjunction with Habitat's family partners, whose income does not exceed 50% of the area median income.

Respectfully,

Mark R. Huber
Director, PACE

Tom Hamilton
City Manager

**CONSTRUCTION AGREEMENT
CITY OF BLOOMINGTON/CODE ENFORCEMENT DIVISION,
THE BLOOMINGTON BOARD OF EDUCATION AND,
HABITAT FOR HUMANITY, MCLEAN COUNTY**

This agreement made this 23rd day of July, 2007, between the city of Bloomington, a municipal corporation, Department of Planning and Code Enforcement, Code Enforcement Division, hereafter called "City" with its principal place of business at 115 East Washington Street, Bloomington, Illinois and the Bloomington Board of Education, School District 87, McLean county, Illinois (District 87) acting as Administrative District for the Bloomington Area Vocation Center, hereafter called "AVC", hereby enters into this construction agreement with Habitat for Humanity of McLean County as approved by City Council.

WHEREAS, as the City of Bloomington, City Council has approved the provision of an interest-free construction loan to the Code Enforcement Division, to be used toward the construction of one single-family dwelling, located at 1623 Indiana;

WHEREAS, the city wishes to engage the AVC to assist the City in utilizing such funds;

WHEREAS, the net proceeds of the sale of the single family home are to be used by Habitat for Humanity for the construction of additional homes.

NOW, THEREFORE, it is agreed between the parties hereto that

RESPONSIBILITIES OF THE CITY AND HABITAT FOR HUMANITY:

1. The City will provide City General Funds during fiscal year beginning July 23rd, 2007 and ending April 30, 2008 for all materials and associated construction costs needed to complete the project. City General funds may be used for but is not limited to: excavation and grading, foundation installation, all subcontractors, including electrical, HVAC, plumbing and roofing, all needed construction materials, etc.
2. Habitat will provide the vacant lots, owned by Habitat located at 1623 Indiana Place for the construction of the projects.

3. The City will waive all costs for building permits, including electrical, plumbing, heating, excavation and curb cut permits. A Sanitary District fee will be charged.
4. The City will complete all inspections, as required by the issuance of building permits.
5. The City will provide any technical assistance and guidance through the Department of Planning and Code Enforcement with the assistance of Habitat for Humanity of McLean County to facilitate completion of the project.
6. The City will review and approve the plans and specifications for the construction of the project PRIOR to the start of construction and issuance of any building permits.
7. On behalf of the AVC, Habitat will obtain competitive bids and prepare all written construction contracts between each subcontractor, as necessary. Any change orders, including additions and/or deletions to any contract/agreement will be completed in writing, prior to the change commencing, and will be approved and signed by the contractor and the city. All contracts entered into will be part of this agreement.
8. Habitat for Humanity of McLean County agrees to keep the yard mowed and trimmed throughout the period in which the City maintains deed to the property.
9. Habitat for Humanity of McLean County will maintain insurance on the dwelling throughout the period of ownership.
10. On behalf of the AVC, the City will handle all general accounting associated with and during the construction of the single family dwelling. The City will make all payouts for materials and/or subcontractors and will obtain lien waivers for each.
11. At conclusion of construction Habitat for Humanity of McLean County may market and sell the property and retain the proceeds of such sale after reimbursing the City for construction cost incurred.

RESPONSIBILITIES OF DISTRICT 87/AVC:

1. District 87 agrees to provide instruction training, to their AVC class(es), in the area of housing construction, for the purpose of constructing a single-family dwelling, located at 1623 Indiana Street.
2. District 87 shall provide a certified teacher for the project class(es) at no cost to the City of the Mission.
3. District 87 shall furnish all textbooks, reference books, and instructional materials for the Project class(es).

4. Transportation to and from the Project site, for the AVC class(es), shall be made available by District 87 to students enrolled in the Project class(es).
5. District 87 will provide, during the term of this agreement, general liability coverage covering the activities of such Project class(es) and shall hold Habitat for Humanity harmless from any and all claims arising out of or related to an accident or injury to a student of District 87 employee engaged in such class(es).
6. District 87, through its certified teacher, will be responsible for assuring that all required permits are obtained from the Department of Planning and Code Enforcement, Building Safety Division and from the Department of Engineering, PRIOR to the start of work. District 87 will schedule all necessary framing, rough-in and final inspections from Building Safety.
7. District 87 will provide a “construction trailer” at the project site for the duration of the project, for the purpose of storage of materials and/or tools needed in the project. District 87 will be responsible for obtaining any required permit, from the Department of Engineering, prior to the placement of such trailer.
8. No general administration costs associated with the project/activity shall be made to the AVC/District 87.
9. District 87 agrees to construct the house to meet Energy Start standards.
10. District 87 agrees to have the house substantially completed by May 31, 2008. Substantial completion will be determined by the City of Bloomington.

II. NOTICES

Communications and details concerning this contract shall be directed to the following contract representatives:

CITY
Connie S. Griffin, Program Manager
Community Development Division
P.O. Box 3157
Bloomington, IL 61702-3157
309 434-2348, Fax 309-434-2801

SCHOOL DISTRICT 87
Tom Frazier, Director
Bloomington AVC, PO Box 5187
Bloomington, IL 61702-5187
309-829-8671, 5190

Habitat for Humanity of McLean County
Bruce Williams
Executive Director
410 N. Prarie
Bloomington IL 61701
309-827-3931 Fax 827-5347

III. AMENDMENTS

City, AVC, or Habitat for Humanity may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Director of the Department of Planning and Code Enforcement, or his designated representative. Such amendments shall not invalidate this Agreement, nor relieve or release the City, AVC or Habitat for Humanity from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment by the City, AVC, or Habitat for Humanity of McLean County.

IN WITNESS WHEREOF, the Parties have executed this construction agreement as of the date first written above.

Stephen F. Stockton
Mayor

Janet Smith
President, Board of Education
Bloomington Public Schools-District 87
August 22, 20007

Bruce Williams
Executive Director
Habitat for Humanity of McLean County

Alderman Gibson questioned preapproval for Habitat Homes. Tom Hamilton, City Manager, noted that no one had been preapproved for these residential lots. There were no plans as of this moment for these lots.

Alderman Schmidt cited 901 W. Mulberry which was located in the Gridley Allin Pricketts neighborhood. She questioned the impact of formed based zoning. Mark Huber, Director of PACE, addressed the Council. He noted that Habitat for Humanity had been informed.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the donation 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: Acceptance of a Grant from the Illinois Clean Energy Community Foundation for an LED Lighting Upgrade Project

The Illinois Clean Energy Community Foundation (ICECF) is an independent, nonprofit grant making institution. The ICECF has three (3) main goals: 1.) increasing energy efficiency, 2.) expanding the use of renewable energy resources, and 3.) preserving and enhancing natural areas and wildlife habitats throughout Illinois. The ICECF has approved a grant of up to \$80,675 to the City for an LED (Light Emitting Diode) Lighting Upgrade Project to replace incandescent light bulbs in traffic signals with LED bulbs.

The grant money may only be used to assist in the purchase of LED bulbs. The City must commit to not returning the signals to incandescent bulbs in the future. The amount of assistance per bulb varies depending on the bulb color and type. The City will be responsible for any material costs over the assistance amount and the labor cost of installation. Payment for the City's portion of material costs will be from the regular signal maintenance line item of the Traffic Control Budget (16230-70590).

Staff respectfully requests that Council accept the grant from the ICECF for the LED Lighting Upgrade in the amount of \$80,675 and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

**Illinois Clean Energy
community foundation**

May 1, 2007

Mr. Doug Grovesteen
Director of Engineering
City of Bloomington
109 East Olive
P.O. Box 3157
Bloomington, IL 61702-3157

Re: LED Traffic Signal Lighting Upgrade
Project

Dear Mr. Grovesteen:

The Illinois Clean Energy Community Foundation (“the Foundation”) is awarding a grant of \$80,675 to the City of Bloomington (‘the Grantee’) for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement (‘the Agreement’) between the Foundation and the Grantee. Please read it carefully. If the Grantee agrees to the terms and conditions in the agreement, please return one complete counter-signed copy of the Agreement. Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period May 1, 2007 through August 31, 2008 (the “Grant Period”). Upon satisfactory completion of the Project as defined herein, the Foundation will make a single payment to the Grantee based on the total number of LED modules installed through the Project. That payment will be no more than \$80,675 the maximum amount for which the Project as proposed, is eligible. If the actual number of LED modules installed is less than described in the grant application submitted to the Foundation by the Grantee, the amount of the grant will be reduced accordingly. The grant amount will not be increased in the event that the Project results in installation of a greater number of LED modules than described in the grant application.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the Energy Efficiency LED Traffic Signal Upgrade Project (the "Project") described in the Project proposal and budget submitted to the Foundation by the Grantee and dated February 26, 2007. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

Upon completion of the Project to the Grantee's satisfaction, the Grantee shall provide the Foundation with the various documents Identified In Exhibit A attached hereto (the "Grantee Documents Required for Payment"). Promptly upon the Foundation's receipt of the Grantee Documents Required for Payment In form and substance satisfactory to the Foundation, the Foundation will send to the Grantee a check in the amount specified In the Duration and Payment of Grant section of this Agreement

Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with clippings of resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code. If the Grantee is not a unit of government, it agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.

The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Bob Romo, who may be reached by mail at the Foundation's office, by telephone at 312-372-5191 or by e-mail at bromo@illinoiscleanenergy.org.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within two months from the date of this letter.

Sincerely,

James E. Mann
Executive Director

Attachment: Exhibit A - Grantee Documents Required for Payment

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee City of Bloomington
 (This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee Stephen F. Stockton

Title of Signer Mayor

Authorized Signature Stephen F. Stockton
 (This must be an original signature of an authorized representative of the Grantee.)

Date Signed May 15, 2007

Illinois Clean Energy
 community foundation
 2 North LaSalle Street Suite 950 Chicago IL 60602
 312.372.5191 fax 312.372.5190 www.illinoiscleanenergy.org

Exhibit A

Grantee Documents Required for Payment

DOCUMENTS REQUIRED IMMEDIATELY

To accept the grant offered by the Foundation, the Grantee must return one complete, counter-signed copy of the Grant Agreement within one month from the date of this letter.

DOCUMENTS REQUIRED UPON PROJECT COMPLETION

Upon completion of the LED Lighting Upgrade Project to the Grantee's satisfaction, the Grantee must send the Foundation a signed letter that:

1. confirms the Grantee's acceptance of the Project system hardware and installation as complete and satisfactory;
2. summarizes the number of signalized intersections and number of traffic signal heads upgraded through the Project; and
3. requests that the grant be paid.

As attachments to that letter, the Grantee must provide the following documentation:

4. a detailed list of the quantity(ies) and type(s) of all incandescent traffic bulbs removed and new LED modules installed as part of the Project;
5. a calculation of the final amount of electricity demand reduction (measured in watts or kilowatts) resulting from the Project, as installed; and

6. a copy of the final invoice(s) from or check(s) to all vendors involved in the Project, showing amounts already paid and amounts still owed; this may also include a summary of the hours and total costs of any in-house labor used to complete the Project; in sum, these documents should reflect the total resulting cost of the Project.

Alderman Finnegan questioned the life of the LED light bulbs. Tom Hamilton, City Manager, stated that these bulbs would last longer and use less energy. They would be less expensive to use. He cited the labor savings in addition. Initially, these LED bulbs would be free. He expressed his hopes that the program would work well. Alderman Finnegan questioned the quality of the light. Mr. Hamilton noted that there should be no difference. Mayor Stockton noted that this program has been supported by other cities.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the Grant be accepted 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: Ordinance Amending the Boundaries of the Enterprise Zone - Wildwood Industries

As Council is aware, the Economic Development Council is the Administrator for the Bloomington-Normal-McLean County Enterprise Zone. A report has been received from Marty Vanags, CEO of the Economic Development Council, which includes a letter from attorney William Wetzel, who represents Wildwood Industries. Wildwood Industries, Inc. is proposing a large warehouse/distribution/manufacturing facility to be located on Kerrick Road on the north side of the Town of Normal. As part of that development, Wildwood Industries is requesting an expansion of the Enterprise Zone. As noted by Mr. Vanags, the proposed development meets the Enterprise Zone criteria established by the EDC:

1. The anticipated value of the project for Phase I is \$23 million dollars exceeding the \$10 million dollar threshold. Phase II will likely be developed which will more than double the value of the project.

2. The project is expected to generate in excess of the \$100,000 of tax revenue. The value of the property once fully developed will have a property value of approximately \$18 to \$20 million if fully utilized. This means the property would generate approximately \$440,000 in property taxes alone.
3. The job creation criteria of the project, while not meeting the 100 job minimum at \$25,558 (Median family income of \$51,176 x 50%) as set forth in our criteria, the job creation is significant with 72 jobs meeting that criteria (see attached letter).

The applicant also meets the other criteria required. The applicant indicates that only site with adequate utilities that would meet their other criteria (which includes interstate access and visibility) is to costly to develop. In addition, the operation is a highly intensive logistics operation and they need to be as close to the east-west access point of the interstate as possible. Another site they were considering just outside the enterprise zone (and just adjacent) would have needed \$3.2 million in offsite improvements as well.

The required public hearing to expand the Enterprise Zone has been conducted. This item is also being voted on by the Town of Normal and the County of McLean.

Staff agrees with the Economic Development Council that this project will be of high quality concrete construction, provide many jobs at higher wage rates, and provide additional tax base. Staff respectfully requests that the Ordinance be passed.

Respectfully,

J. Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2007 - 39

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

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

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

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

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

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

WHEREAS, the City of Bloomington did on November 14, 2005, by Ordinance No. 2005-115 amend the territory included in the Enterprise Zone to include property for a wind farm in eastern McLean County, Illinois; and

WHEREAS, the City of Bloomington did on November 14, 2005, by Ordinance No. 2005-116 impose a Certification Fee for development within the Enterprise Zone; and

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

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

WHEREAS, the City of Bloomington did on January 22, 2007, by Ordinance No. 2007-4, amend the territory included in the Enterprise Zone to included territory located in Uptown Normal and revise the Certification Fee imposed for development within the Enterprise Zone; and

WHEREAS, the City of Bloomington did on March 12, 2007 by Ordinance No. 2007-10 amend the territory included in the Enterprise Zone for a wind farm in eastern McLean County; and

WHEREAS, the City of Bloomington now desires to amend the Enterprise Zone to include property located in north Normal (Wildwood warehouse); and

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

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

SECTION ONE: That Appendix "A", which is attached to Ordinance No. 1984-131 and incorporated by reference in Section One of said ordinance and amended by Ordinance No. 1986-56, Ordinance No. 2005-115, Ordinance No. 2005-144, Ordinance No. 2006-66, Ordinance No. 2007-4 and Ordinance No. 2007-10, shall be and the same, is hereby further amended by adding the property described in Exhibit 1 which is attached hereto and incorporated herein by reference.

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

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

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

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

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

APPROVED:

Steven F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**Bloomington-Normal-McLean County Enterprise Zone
Criteria for Expansion**

The Enterprise Zone (EZ) was established in 1984 by joint agreement by the City of Bloomington, Town of Normal and McLean County to help provide additional incentives to the new Mitsubishi Plant being located in the area. The EZ is a creation of the State of Illinois and because of that we can only offer the incentives outlined in the State enabling ordinance. Expansion of the EZ is also dictated by State statute and it allows expansion by two methods: Option 1 which is for single purpose projects, or by Option 2, expanding the EZ through the original poverty criteria.

Any expansion of the EZ will be considered only if the project meets two of the three following criteria:

1. The project must create or retain 100 full-time equivalent primary wage jobs within 12 months of the date the project begins operations. Primary wage jobs are defined by jobs paying 50% of the median family income for the community which as of January 1, 2007 was \$51,176.
2. The value of real property in the project must be at least \$10 million, excluding land, soft costs, as well as fixtures, furniture and equipment.
3. The project must generate tax revenue of \$100,000. This can be sales tax or property tax or a total based upon the combination of both.

Once this criterion is met, the potential applicant must show the EZ Administrator that a building or site in the current boundaries of the EZ is not suitable due to one or more of the following conditions:

1. Inadequate utilities to meet the needs of the project.
2. Inadequate transportation or rail facilities or access to a site.
3. Inability to acquire property at a cost suitable to the project owners.

Any expansion of the EZ must meet current long range land use planning requirements and or be consistent with the existing zoning classification.

EDC Action Report
Wildwood Industries Enterprise Zone Expansion

To: Mark Peterson, City Manager, Normal
Tom Hamilton, City Manager, Bloomington
John Zeunik, County Administrator, McLean County

Prepared By: Marty Vanags, CEO of the EDC
Enterprise Zone Administrator

Attachments:-- Letter from William Wetzel, Attorney Representing Wildwood Industries

-- Enterprise Zone Certification Fee Calculation
-- Enterprise Zone Expansion Criteria

Current Status:

The Economic Development Council is the Administrator of the Bloomington- Normal-McLean County Enterprise Zone. The EDC provides administrative services and manages the expansion and project certification process and works with the State of Illinois with any issues related to the Enterprise Zone. The EDC also files a quarterly report with the State of Illinois reporting on changes to the existing Enterprise zone.

After the last extension and with the anticipation of new expansion requests, the EDC and the units of government met and developed new expansion criteria. These expansion criteria are listed in the attached document. State law does not dictate what criteria are required to expand the enterprise zone at the local level. The state does require that expansions can only be done using the original poverty qualifications, or through what is deemed "single project" expansions. It was decided that in order to maintain the original goals of the enterprise zone, that expansions should only be considered when the applicant has met some stringent requirements. A copy of the criteria is attached.

Discussion/Analysis

Based upon the criteria established the proposed applicant does meet the qualifications to be considered for an enterprise zone expansion:

1. The anticipated value of the project for Phase I is \$23 million dollars exceeding the \$10 million dollar threshold. Phase II will likely be developed which will more than double the value of the project.
2. The project is expected to generate in excess of the \$100,000 of tax revenue. The value of the property once fully developed will have a property value of approximately \$18 to \$20 million if fully utilized. This means the property would generate approximately \$440,000 in property taxes alone.

3. The job creation criteria of the project, while not meeting the 100 job minimum at \$25,558 (Median family income of \$51,176 x 50%) as set forth in our criteria, the job creation is significant with 72 jobs meeting that criteria (see attached letter).

The applicant does meet two out of three criteria and is nearly meeting the job creation criteria.

The applicant also meets the other criteria required. The applicant indicates that only site with adequate utilities that would meet their other criteria (which includes interstate access and visibility) is too costly to develop. In addition, the operation is a highly intensive logistics operation and they need to be as close to the east-west access point of the interstate as possible. Another site they were considering just outside the enterprise zone (and just adjacent) would have needed \$3.2 million in offsite improvements as well.

Recommendation:

Based upon the information we have regarding the project, I would recommend the enterprise zone be expanded to assist the Wildwood Project. This project will be of high quality concrete construction, provide many jobs at higher wage rates, and provide additional tax base. The estimated savings the project would receive if they fully take advantage of the sales tax exemption on building materials would be \$828,000.

Please feel free to call me should you have any questions regarding this matter.

Legal Description Tract I

A part of the SW¼ of Section 9, a part of the WA of Section 16, a part of the WA of Section 21, a part of the WA of Section 28, a part of Section 29, and a part of Section 30, all in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning at a point on the east line of the Bloomington/Normal "Enterprise Zone" as described in Ordinance No. 3618 dated May 19, 1986, filed with the Town Clerk of the Town of Normal, Illinois, said point being the intersection of the east right of way line of White Oak Road (Formerly U. S. Route 150), and the westerly extension of the centerline of West College Avenue; thence Easterly 3613 feet on the westerly extension and the centerline of said West College Avenue to the centerline of Parkside Road; thence Easterly 2715 feet on the centerline of said West College Avenue to the centerline Cottage Avenue; thence Easterly 2709 feet on the centerline of said West College Avenue to the centerline of Adelaide Street; thence Easterly 1833 feet on the centerline of said West College Avenue and Sudduth Road extended easterly to the centerline of northbound North Main Street (U.S. Route 51); thence Northerly 309 feet on the centerline of said North Main Street to the centerline of West College Avenue, as lying east of North Main Street; thence Northerly 1904 feet on the centerline of said North Main Street to the centerline of Gregory Street and Bowles Street; thence Northerly 739 feet on the centerline of said North Main Street to the centerline of Gregory Street, as lying east of North Main Street; thence Northerly 5040 feet on the centerline of said North Main Street to the centerline of Raab Road; thence Northerly 6740 feet on the centerline of said North Main Street to the south line of N½ of the S½ of said Section 9; thence continuing Northerly 86.7 feet on the centerline of said

Main Street to a point lying 86.5 feet North of the south line of N½ of the S½ of said Section 9; thence Easterly 79.8 feet parallel with the south line of the N½ of the S½ of said Section 9 to the Point of Termination on the east right of way line of said North Main Street, containing 77,306 square feet/1.77 acres, more or less.

Legal Description Tract II

The N½ of the S½ of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian which lies Westerly of and adjacent to a line that lies parallel and 25 feet Westerly from the centerline of the Illinois Central Gulf's Amboy District North Main track on the East and the highway on the West, being North Main Street of Bloomington, Illinois, as extended North, EXCEPTING THEREFROM that part conveyed to McLean County Service Company in Quit Claim Deed recorded January 5, 1996 as Document No. 96-505, ALSO EXCEPTING the South 85 feet thereof, in McLean County, Illinois, said tract containing 3,000,413 square feet/68.88 acres, more or less.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition Submitted by Armstrong Grove, Inc.; Rave Homes, LLC; Doud Land Development, Inc.; Kaisner Corporation; Franke Grove, Inc., and R. & H. Homes, Requesting Approval of the Final Plat for the Grove on Kickapoo Creek, First Addition

A Petition has been received by Armstrong Grove, Inc.; Rave Homes, LLC; Doud Land Development, Inc.; Kaisner Corporation; Franke Grove, Inc., and R. & H. Homes, requesting approval of the Final Plat for the Grove on Kickapoo Creek, First Addition. This subdivision is located on the north side of Ireland Grove Road, approximately 3/4 mile east of Towanda Barnes Road. Staff has reviewed the Final Plat and found it in conformance with the provisions of the Preliminary Plan approved March 13, 2006, except for showing a no access strip along Kickapoo Creek Road in the area of the frontage road. A revised Final Plat must be submitted prior to

recording. Additionally, in accordance with the Annexation Agreement dated September 26, 2005, tap on fees and a performance bond for the uncompleted public improvements are due for this subdivision.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Final Plat for The Grove on Kickapoo Creek First Addition subject to the Petitioner submitted a revised Final Plat to show the no access strip along Kickapoo Creek Road in the area of the frontage road, and paying the required tap on fees and submitting a performance bond prior to recording of the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes hereinafter referred to as your Petitioners, respectfully representing and requesting as follows:

- 1. That your petitioners are the owners of the freehold estate of the premises hereinafter legally described in Exhibit A attached hereto and made a part hereof by this reference;
- 2. That your petitioner seeks approval of the Final Plat for the subdivision known and described as The Grove on Kickapoo Creek First Addition, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioners respectfully pray that said Final Plat for The Grove on Kickapoo Creek First Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Armstrong Grove, Inc.; Rave Homes, Inc.; Doud Land Development, Inc.; Kaisner Corporation; Franke Grove, Inc.; and R & H Homes, Inc.

Mercer Turner their attorney

ORDINANCE NO. 2007 - 40

AN ORDINANCE APPROVING THE FINAL PLAT OF THE GROVE ON KICKAPOO CREEK FIRST ADDITION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of The Grove on Kickapoo Creek First Addition, Bloomington, Illinois, legal described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

1. That the Final Plat of The Grove on Kickapoo Creek First Addition is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval

PASSED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of the Southeast Quarter of Section 8 and a part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 9 in The Grove on Kickapoo Creek, a subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence northeast 649.25 feet along a line which forms an angle of 90°-00'-00" as measured clockwise from northwest to northeast with the Northeast Line of said Lot 9 to a Point of Curvature; thence northeast 304.29 feet along the arc of a curve concave to the northwest with a radius of 1,299.00 feet and the 303.59 foot chord of said arc forms an angle to the right of

173°-17'-22" with the last described course to a Point of Reverse Curvature; thence northeast 122.99 feet along the arc of a curve concave to the southeast with a radius of 120.00 feet and the 117.67 foot chord of said arc forms an angle to the right of 202°-39'-01" with the last described chord to a Point of Reverse Curvature; thence northeast, north, northwest, west and southwest 542.05 feet along the arc of a curve concave to the west with a radius of 180.00 feet and the 359.24 foot chord of said arc forms an angle to the right of 115°-37'-49" with the last described chord; thence southwest 80.38 feet along a line which forms an angle to the right of 113°-32'-07" with the last described chord; thence northwest 658.82 feet along the arc of a curve concave to the southwest with a radius of 2,750.00 feet and the 657.24 foot chord of said arc forms an angle to the right of 195°-37'-19" with the last described course; thence south 180.88 feet along a line which forms an angle to the right of 77°-40'-26" with the last described chord; thence southeast 167.55 feet along the arc of a curve concave to the southwest with a radius of 2,570.00 feet and the 167.52 foot chord of said arc forms an angle to the right of 97°-42'-52" with the last described course; thence south 161.42 feet along a line which forms an angle to the right of 262°-17'-08" with the last described chord to a Point of Curvature; thence south and southwest 240.88 feet along the arc of a curve concave to the west with a radius of 639.00 feet and the 239.46 foot chord of said arc forms an angle to the right of 190°-47'-57" with the last described course to a Point of Tangency; thence southwest 87.72 feet along a line which forms an angle to the right of 190°-47'-57" with the last described chord; thence northwest 166.51 feet along a line which forms an angle to the right of 268°-23'-18" with the last described course; thence northeast 22.48 feet along the arc of a curve concave to the northwest with a radius of 1,123.00 feet and the 22.48 foot chord of said arc forms an angle to the right of 269°-25'-35" with the last described course; thence northwest 250.99 feet along a line which forms an angle to the right of 89°-25'-35" with the last described chord; thence southwest 35.82 feet along a line which forms an angle to the right of 92°-45'-32" with the last described course; thence northwest 180.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence southwest 29.09 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence northwest 120.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence southwest 82.45 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence northwest 270.08 feet along a line which forms an angle to the right of 258°-29'-26" with the last described course; thence northwest 93.56 feet along a line which forms an angle to the right of 239°-32'-00" with the last described course; thence west 375.27 feet along a line which forms an angle to the right of 113°-35'-00" with the last described course; thence southwest 215.66 feet along a line which forms an angle to the right of 96°-53'-00" with the last described course; thence southeast 3.84 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence southwest 120.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence northwest 442.98 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to a point on the West Line of the East Half of the Southeast Quarter of said Section 8 lying 998.47 feet north of the Southwest Corner thereof as measured along said West Line; thence south 948.46 feet along said West Line which forms an angle to the right of 79°-54'-39" with the last described course to the Northwest Corner of Ireland Grove Road as dedicated in said subdivision known as The Grove on Kickapoo Creek in Bloomington, Illinois; thence east 100.03 feet along the North Right-of-Way Line of said Ireland Grove Road which forms an angle to the right of 91°-14'-48" with the last described course to the Westernmost Corner of Kell Avenue as dedicated in said subdivision;

thence northeast 27.98 feet along the West Right-of-Way Line of said Kell Avenue which forms an angle to the right of $134^{\circ}-22'-36''$ with the last described course; thence north 275.74 feet along said West Right-of-Way Line which forms an angle to the right of $134^{\circ}-22'-36''$ with the last described course to the Northwest Corner thereof; the remaining courses of this description form the North Lines of said subdivision known as "The Grove on Kickapoo Creek" and refer to the streets and lots dedicated and created by said subdivision: thence east 180.00 feet along the North Right-of-Way Line of said Kell Avenue and the North Line of Lot 140 which form an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Northeast Corner thereof; thence north 30.42 feet along the West Line of Lot 151 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northwest Corner thereof; thence east 316.72 feet along the North Lines of Lots 151 through 154, inclusive, which form an angle to the right of $271^{\circ}-14'-48''$ with the last described course to the Northeast Corner of said Lot 154; thence south 13.00 feet along the East Line of said Lot 154 which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Northwest Corner of Lot 163; thence east 120.00 feet along the North Line of said Lot 163 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner thereof; thence north 4.47 feet along the West Right-of-Way Line of Rathmore Road which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to a Point of Curvature; thence north 8.53 feet along the arc of a curve concave to the east with a radius of 332.00 feet and the 8.53 foot chord of said arc forms an angle to the right of $180^{\circ}44'-10''$ with the last described course to the Northwest Corner thereof; thence east 209.75 feet along the North Right-of-Way Line of said Rathmore Road, the North Line of Lot 164 and the North Line of Lot 175 which forms an angle to the right of $269^{\circ}-15'-52''$ with the last described chord; thence northeast 163.31 feet along the West Line of Lot 178 which forms an angle to the right of $98^{\circ}-50'-32''$ with the last described course to the Northwest Corner thereof; thence southeast 438.92 feet along the North Lines of Lots 178, 179 and 180 and the North Line of Kickapoo Creek Road which form an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence northeast 8.17 feet along the North Right-of-Way Line of said Kickapoo Creek Road being the arc of a curve concave to the southeast with a radius of 1,123.00 feet and the 8.17 foot chord of said arc forms an angle to the right of $101^{\circ}-18'-03''$ with the last described course; thence southeast 86.00 feet along the North Right-of-Way Line of said Kickapoo Creek Road which forms an angle to the right of $270^{\circ}-12'-31''$ with the last described chord to the Northeast Corner thereof; thence southwest 40.20 feet along the East Right-of-Way Line of said Kickapoo Creek Road being the arc of a curve concave to the southeast with a radius of 1,037.00 feet and the 40.20 foot chord of said arc forms an angle to the right of $268^{\circ}-53'-22''$ with the last described course to the Northwest Corner of Lot 71; thence southeast 165.34 feet along the North Line of said Lot 71 which forms an angle to the right of $88^{\circ}-53'-22''$ with the last described chord to the Northeast Corner thereof; thence northeast 50.34 feet along the West Line of Lot 70 which forms an angle to the right of $92^{\circ}-13'-16''$ with the last described course to the Northwest Corner thereof; thence southeast 121.30 feet along the North Line of said Lot 70 which forms an angle to the right of $265^{\circ}-40'-07''$ with the last described course to the Northeast Corner thereof; thence northeast 25.10 feet along the West Right-of-Way Line of Guinness Drive being the arc of a curve concave to the southeast with a radius of 332.00 feet and the 25.09 foot chord of said arc forms an angle to the right of $92^{\circ}-09'-56''$ with the last described course to a Point of Curvature; thence northeast 25.28 feet along said West Right-of-Way Line which forms an angle to the right of $182^{\circ}-09'-56''$ with the last described chord to the Northernmost Corner of said Guinness Drive; thence southeast 180.00 feet along the Northeast Right-of-Way Line of said

Guinness Drive and the Northeast Line of Lot 45 which form an angle to the right of 270°-00'-00" with the last described course to the Easternmost Corner of said Lot 45; thence northeast 79.45 feet along the Northwest Line of Lot 44 which forms an angle to the right of 90°-80'-00" with the last described course to the Northernmost Corner thereof; thence southeast 210.00 feet along the Northeast Line of said Lot 44 and the Northeast Right-of-Way Line of Watersound Way which form an angle to the right of 270°-00'-00" with the last described course to the Easternmost Corner of said Watersound Way; thence southwest 66.13 feet along the Southeast Right-of-Way Line of said Watersound Way which forms an angle to the right of 270°-00'-00" with the last described course to the Northernmost Corner of Lot 9; thence southeast 150.00 feet along the Northeast Line of said Lot 9 which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 48.550 acres, more or less.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by Ensenberger Condominiums, LLC; Ensenberger Building Corp; and Commerce Bank N.A. requesting vacation of an east/west alley located east of Madison Street, west of Center Street, south of Jefferson Street, and north of Washington Street (Case V-01-07) (Ward # 6)

BACKGROUND INFORMATION:

This petition has been submitted as the result of the petitioners' desire to locate a generator in the alley to the south of the former Ensenberger Building, now the Ensenberger Condominiums, rather than at a location on the roof or in the parking lot. This alley is ten (10) feet wide and approximately 198 feet in length.

To date, the owner of the CVS building (EGS Development Partnership - Stanley B. Seidler) to the south has not signed as a party to this petition. Mr. Ward Waller of the Ensenberger Condominiums, LLC, has advised that he holds a contract to buy the CVS property. However, to date, the sale has not been executed.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on April 25, 2007. The following persons presented arguments in favor of this petition at this hearing:

Mr. John Yoder, Attorney at Law, 306 East Grove Street
Mr. Ward Waller, 212 North Center Street

Mr. Yoder stated that he represented the petitioners and the petitioners would like the whole length of the alley vacated. Mr. Yoder stressed that the primary reason for requesting the vacation is to place a generator to the south of the Ensenberger Condominiums. He commented that a location on the roof would be impractical, especially because it requires transporting up the fuel for the generator. He explained that a location in the parking area is not desired because it would mean the loss of a parking space, but more importantly the generator's size (five (5) feet high, three and a half (3 ½) feet wide, and nine (9) feet long) would be unsightly if placed in view of Madison Street. He observed that the Main Street Corridor Study is ongoing and would be concerned with the appearance of the main roadways.

Planning Commission Chairperson Stan Cain questioned Mr. Doug Grovesteen, Director of Engineering, about the feasibility of closing a portion of the alley. Mr. Grovesteen replied that dead-end alleys are undesirable in that vehicles have difficulty maneuvering in and out. He preferred that the entire alley could be vacated, or none of it vacated.

Mr. Waller stated that he had spoken with Stanley B. Seidler, the owner of the CVS building. He noted that Mr. Seidler lives in Iowa and has owned the building since the 1950's. Mr. Waller stated that Mr. Seidler was against the vacation due to any needed maintenance. He related he had spoken with Mr. Kevin Frost, store manager for CVS Pharmacy (the lease-holder), and there was no objection to the vacation. Mr. Waller noted that the alley had been closed during the past year in that there has been a construction fence and a dumpster blocking the alley during that time. He noted his intention to gate both ends of the alley. This would keep out vagrants and the space would eventually serve as an outside 'garden' area for residents of the condominiums.

Mr. Mark R. Huber, Director of Planning and Code Enforcement, commented that this alley is not needed for access to building entrances or loading docks and serves as only a throughway. He said it was always presumed in the Ensenberger Condominiums project that this alley would be vacated.

Chairperson Cain questioned how soon a purchase of the CVS building might be achieved. Mr. Waller replied that he could not guarantee anything but it was his hope to close within the next thirty (30) days.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and testimony submitted at this public hearing, the Planning Commission, by a vote of 6 to 0, passed a motion recommending City

Council approval of the vacation of the entire length and width of this alley in Case V-01-07 as presented.

STAFF RECOMMENDATION:

Staff practice in the past has been to not recommend approval of alley vacations unless all of the adjacent property owners are in support of the vacation. In this case, however, only one adjacent property owner has not signed the petition requesting the vacation, but that owner has not filed a formal protest objecting to the vacation of this alley. After taking into consideration the benefits of approving this petition, staff concurs with the Planning Commission's recommendation and respectfully recommends Council approval of this petition for the vacation of this alley in Case V-01-07.

Respectfully,

Kenneth Emmons
Planning & Code Enforcement

Tom Hamilton
City Manager

PETITION FOR VACATION OF ALLEY

STATE OF ILLINOIS)
)ss.
COUNTY OF MCLEAN)

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

Now comes Ensenberger Condominiums, L.L.C., Ensenberger Building Corp., Commerce Bank, N.A. and EGS Development Partnership hereinafter referred to as your Petitioners, respectfully representing and requesting as follows:

1. That your Petitioners are interested as adjoining land owners in the premises hereinafter described as the alley running east and west through the 200 North block between Madison and Center Streets, in Bloomington, McLean County, Illinois;
2. That you're Petitioners seek approval of the vacation of the alley adjacent to said premises;
3. That said vacation of the alley is reasonable and proper because such alley is not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioners pray that the alley be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

Ward Waller, (Member)
Ensenberger Condominiums, L.L.C.

Merle G. Huff
Ensenberger Building Corp.

Robert O. Lakin
Commerce Bank, N.A.

EGS Development Partnership

ORDINANCE NO. 2007 - 41**AN ORDINANCE PROVIDING FOR THE VACATION OF ALLEY**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of the alley running east and west through the 200 North block between Center and Madison Street, Bloomington, Illinois; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said alley as requested in this case.

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

1. That alley which runs east and west through the 200 North block between Center Street and Madison Street is hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated alley for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

This is plat of a 10-foot wide east-west alley in the Original Town, now City of Bloomington, Illinois lying south of and adjacent to the South Lines of Lots 9 and 16 in Assessor's Subdivision of Lots 31, 31, 33, 35 and 36 of the Original Town of Bloomington, in McLean County, Illinois, to be vacated. Said alley to be vacated is bounded on the east by a line connecting the Southeast Corner of said Lot 9 with the Northeast Corner of Lot 10 in said Assessor's Subdivision and is bounded on the west by a line connecting the Southwest Corner of said Lot 16 with the Northwest Corner of Lot 34 in said Original Town.

Alderman Schmidt questioned this item. She questioned what would happen if Ward Waller did not purchase the property. Tom Hamilton, City Manager, stated that the property would be divided in half.

Alderman Finnegan also questioned this item. Mr. Hamilton noted that the Council would make the final decision. There had been no response from the adjoining property owner. There was no testimony in opposition to this petition.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the Alley Vacation 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 James Dunnington and Patricia Morin, requesting a Zoning Map Amendment from R-1C, Single Family Residence District to R-1C/S-4 (with the Historic Preservation District Overlay) for property located at 1405 Clinton Boulevard (Case Z-11-07) (Ward 7)

BACKGROUND INFORMATION:

Adjacent Zoning Adjacent Land Uses

north: R-1C High Density Single Family Residence District	north: Single Family Dwelling
south: R-1C – same as above	south: Single Family Dwelling
east: R-1C – same as above	east: Single Family Dwelling
west: R-1B – Medium Density Single Family Residence District	west: Single Family Dwelling

Comprehensive Plan recommends: “low to medium density residential use” for this property.

The petitioners wish to have the subject property designated S-4 Historic Preservation District, an overlay zoning district, which would be superimposed over the current R-1C zoning assigned to the property. The S-4 zoning regulations mandate that a Certificate of Appropriateness must be approved by the Historic Preservation Commission prior to any future exterior architectural alterations to any buildings located on the subject property. With the S-4 zoning, the petitioners would also be able to apply for historic preservation grants for exterior improvements under the Eugene D. Funk, Jr. Historic Preservation Grant Program.

The subject property is a contributing structure in the White Place Historic District which is listed on the National Register of Historic Places. It is an ‘Italian Revival’ styled home designed by local architect Arthur Moratz. The construction is brick under stucco, and the structure has had little exterior alteration since its construction.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on April 25, 2007. Mr. Kenneth Emmons, City Planner, reported that the Bloomington Historic Preservation Commission had reviewed this case at its April 19, 2007 meeting and recommended approval of the S-4 rezoning by a vote of 6 to 0.

The following persons presented testimony in favor of this petition at this hearing:

Mr. James Dunnington, 1405 Clinton Boulevard
Ms. Patricia Morin. 1405 Clinton Boulevard

Mr. Dunnington testified that the structure was designed by local architect Arthur Moratz for his brother Theodore Moratz and wife Emma. He noted that writing on the floor joists reveal the carpenter was W.E. MacDonald and bears a date of November 21, 1914. He related that the property was featured in a 1915 article in the Ohio Engineer and Builder magazine, as a good example of this type of construction, (stucco over brick) which Mr. Moratz appeared to favor. Among the residents of this home, Mr. Dunnington noted Mr. Vincent B. Marquis and his wife Beulah. Mr. Marquis was the Medical Director of the Fairview Sanitorium in the era when tuberculosis was a major terminal disease.

Ms. Morin testified that they desired to preserve the architectural asset. She also noted that rezoning would open up grant opportunities and that the structure’s exterior is need of some restoration work, particularly the stucco and the front porch.

No testimony in opposition to this petition was presented at this public hearing.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony submitted, the Planning Commission, by a vote of 6 to 0, passed a motion recommending Council approval of Case Z-11-07 as presented.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends approval of this petition in Case Z-11-07 as presented.

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 James Dunnington & Patricia Morin, hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or are a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit “A” presently has a zoning classification of R-1C 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 S-4 / R-1C 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 petitioners 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 to R-1C, with and S – 4, Historic Overlay.

Respectfully submitted,

By: Patricia Morin
James Dunnington

ORDINANCE NO. 2007 - 43

**AN ORDINANCE REZONING 1405 CLINTON BOULEVARD
FROM R-1C TO S-4 / R-1C**

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 Exhibit "A" shall be and the same are hereby rezoned from R-1C to S-4 / R-1C.
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 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

The North 27 feet of Lot 84 and the South 21 feet of Lot 85 in the White Place Addition in the City of Bloomington, Illinois.

Motion by Alderman Schmidt, seconded by Alderman Purcell 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 the Blackstone Group requesting rezoning from R-2, Mixed Residence District to B-1, Highway Business District for property located at 104 and 108 West Wood Street and 904, 906, and 908 South Center Street (Case Z-07-07) (Ward 1)

BACKGROUND INFORMATION:

Adjacent Zoning

north: B-1 Highway Business District

south: R-2 Mixed Residence District

east: B-1 Highway Business District

west: R-2 Mixed Residence District

Adjacent Land Uses

north: service station/convenience store

south: single family dwellings

east: dwellings & vacant used car lot

west: single family dwellings & duplex

Bloomington Comprehensive Plan: recommends “Low/Medium Residential “ use for this property.

The property in question consists of five residential lots that are the sites of single family dwellings or apartment buildings. The petitioner is planning to redevelop these lots and the lots to the east for a new retail store (a Walgreen Pharmacy) with accessory off-street parking. The dwelling at 104 W. Wood Street has historically significant architecture that was previously identified by the Illinois Historic Preservation Agency as being potentially eligible for listing on the National Register of Historic Places, but it is not presently classified into the City’s S-4 Historic Preservation District. All five of these residential lots are included in the moratorium on development or redevelopment within the Main Street Corridor, as explained below:

On August 14, 2006, the Council approved the funding for a Professional Services Agreement for the Main Street Redevelopment Plan. The City of Bloomington, the Town of Normal, BroMenn Regional Medical Center, Illinois State University and Illinois Wesleyan University (all members of the Main Street Corridor Study Group) are collaborating in the development of

a comprehensive redevelopment plan for the Main Street corridor from Interstate 55 on the north to Interstate 74 on the south. Farr Associates, the planning consultant for the preparation of this plan, had recommended that these collaborating entities adopt an interim land use control or moratorium on development in the Main Street Corridor while the parties complete the planning process.

On January 8, 2007, the Council approved an Intergovernmental Agreement for Interim Land Use Control - Main Street Corridor which states that the parties to the agreement will not commence, initiate or engage in any development or redevelopment within the Main Street Corridor unless such development or redevelopment is approved by the parties to the Agreement. Both the Town of Normal and the City approved an Ordinance imposing a moratorium on the issuance of any permit for development or redevelopment in the Main Street Corridor absent a recommendation of approval from the parties to the agreement. The agreement states that the moratorium shall terminate upon the earlier of January 1, 2008 or the enactment of development design and planning standards implementing the final development plan recommended by the Main Street Corridor Study Group.

PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission opened a public hearing on this petition on March 28, 2007 and continued such hearing until April 11, 2007, at the petitioner's request. No testimony was presented at the March 28th hearing. The following persons presented testimony in favor of this petition at the April 11th hearing:

Mr. Neil Finlen, P.E., Farnsworth Group Inc., 2709 McGraw Drive
Mr. Leslie Blessman, 905 South Main Street
Ms. Donna Lishka, 101 East MacArthur Street
Mr. Dennis Vehovic, Representative of Blackstone Group, #1 Lawrence Square, Springfield
Ms. Cindy Veselak, 904 S. Center St.

Mr. Finlen testified that a recommendation for rezoning was a factor as a contingency for buying these properties on contract. He explained that there is a timing element involved, and he repeated that there is (1) the issue of obtaining B-1 zoning and (2) the issue of a site plan that the developers are confident they can move forward with staff in order to address any items needed to accomplish approval. Mr. Finlen clarified that no access would be taken off of Wood Street and the many driveways for the several existing houses would be replaced by just a few drives into the store site.

Mr. Blessman testified that he owns one of the properties involved as a contract sale within the subject site, and he is not pleased to have his property 'locked up' because of a study. He said he is in support of the project and does not wish to see a delay. He testified that the area needs a pharmacy.

Ms. Lishka testified that she had asked people to sign petitions in support of this project, and she claimed that of 179 individuals, 165 had signed in favor of building a Walgreen Drug Store at this site. She said there are many elderly, disabled individuals, and children in this

neighborhood who would be served by it. She said it would be great advantage in not having to wait for a bus and travel across town to pick up medicine.

Mr. Vehovic testified that the Walgreen's Corporation has a policy not to sell alcohol at their stores. He said he did not expect this site to be a 24 hour store although that would be the client's decision. He stated that lighting would be so engineered as to not extend off-site. He said the store appearance would likely be similar to the Walgreen's located at Veteran's Parkway and G.E. Road.

Commissioner Morton inquired about moving the historic building at 104 West Wood Street. Mr. Vehovic said it would likely be an unfeasibly expensive proposition due to State right-of-way, and the number of utilities involved. He added that, in any case, no one has yet expressed an interest in relocating this building.

Mr. Vehovic stated that they would request that City Council delay a vote on this petition. He would not want to go forward until all the development details are worked out in an agreement with City staff under the guidelines of the Main Street Corridor Study. He stated that if for some reason they chose to withdraw their plans, the existing zoning would remain.

Ms. Veselak stated that she had served for many years as president of the South Hill Neighborhood Association. She is one of the property owners who have contracts to sell their property at the subject site. She was against tearing down houses on the north side of Wood Street to build the Amoco Station. However with the passing years, she has come to see the trend toward commercial use along Center Street. She added that even without a Walgreen's she sees some commercial use coming to this site in the future.

The following persons presented testimony in opposition to this petition at the April 11th hearing:

Mr. Brian Knuth, 302 West Wood Street
Ms. Velma Nordine, 905 South Center
Ms. Maureen Sollars, 919 S. Center Street

Mr. Knuth testified that if this plan fell through a gas station or some other use may be constructed. He said a store would increase traffic on Wood Street and it may cause increases in crime and trash. He said excessive lighting was also a concern. Mr. Knuth said he would like to see fully prepared building plans and for the petitioner to meet with the South Hill Neighborhood Association.

Ms. Nordine stated that she lives across the street from the subject site in an 1894 home that she related was one of the first built on that part of South Center Street. She too is interested in the potential increase in traffic. She would not like seeing another fine historic home like the one at 104 West Wood Street demolished.

Ms. Sollars said she owns a property just south of the subject site. She too was concerned about excessive lighting and increased traffic.

Mr. Doug Grovesteen, Director of Engineering, observed that Main Street and Center Street as routes of US 51 Highway are State-controlled whereas Wood Street is City-controlled. He reported that the Illinois Department of Transportation has plans to resurface this portion of

Center Street in 2007. He also reported traffic counts of 3600 cars per day on Wood Street, 14,000 cars per day on Main Street, and 12,000 cars per day on Center Street.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony submitted at the public hearing on April 11, 2007, the Planning Commission, by a vote of 4 to 4, failed to pass a motion recommending City Council approval of Case Z-07-07 “subject to a deferral on the approval of site plans and issuance of demolition permits and building permits for the subject properties as per the existing moratorium.”

STAFF RECOMMENDATION:

Staff recommends Council approval of this petition in Case Z-07-07 as presented. Staff recognizes that the approval of site plans and issuance of any permit for development or redevelopment of the subject properties is subject to approval by the Main Street Corridor Study Group as per the existing moratorium. This group met on May 7, 2007 and approved the development plan for this site.

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 Blackstone Group, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises legally described in Exhibit "A" presently has a zoning classification of R-2, Mixed Residential 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 petitioner hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B-1, Highway Business 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 by the present zoning of said premises.

WHEREFORE, your petitioner 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-2, Mixed Residential District to B-1, Highway Business District.

Respectfully submitted,

By: Joseph M. Hurwitz

ORDINANCE NO. 2007 - 42

**AN ORDINANCE REZONING 104 AND 108 WEST WOOD STREET
AND 904, 906 AND 908 SOUTH CENTER STREET FROM R-2,
MIXED RESIDENTIAL DISTRICT, TO B-1, HIGHWAY BUSINESS 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 Exhibit "A" shall be and the same are hereby rezoned from R-2, Mixed Residential District to B-1, Highway Business 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 14th day of May, 2007.

APPROVED this 15th day of May, 2007.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Lot 1 except that portion already zoned B-1, and all of Lot 3 in Wolcotts 2nd Addition to the City of Bloomington, County of McLean, State of Illinois.

Alderman Schmidt noted that this item involved a Walgreens to be located on Wood St. Five (5) homes would be demolished for this development. The property would be rezoned to B – 1, Highway Business District. She was interested in background information beyond the Planning Commission's vote. Mark Huber, Director of PACE, addressed the Council. Mr. Huber described the process as chicken and egg. He noted the Main St. Corridor, (MSC), group and the question as to who was responsible for the first review. This petition was reviewed by both groups. The MSC study group approved the plan with stipulations.

Mayor Stockton noted the location change for a curb cut which would be an entrance only. Mr. Huber added that there was also a change to the signage, a pylon was proposed and it would be changed to a monument.

Alderman Gibson noted that this petition had been discussed before the Planning Commission and the MSC group. The hearing before the Planning Commission was long. The Council needed to make a decision regarding this petition.

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

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

Nays: Alderman Gibson.

Motion carried.

Greg Koos, 305 Woodland Ave., addressed the Council. There were two (2) properties which were historically significant. Wood Street was a part of the South Hill neighborhood. This neighborhood was at the center of the City's German culture. This project represented the further deterioration of the City's architectural treasures.

Mayor Stockton questioned if these homes could be preserved. Alderman Gibson had attended the hearings on this petition. Nothing had been said until now about these homes. Mr. Koos noted that he had only recently been informed about this project.

Terri Clemens, 606 E. Grove St., addressed the Council. She noted that the Historic Preservation Commission, (HPC), had not been informed about this petition. The City had not asked the HPC's opinion. She expressed her opinion that it would be a shame if the City allowed these homes to be destroyed. She questioned if commercial development was more important to the City than preservation. It would be sad to see these homes go.

Mayor Stockton expressed his belief that there were procedures in place. Tom Hamilton, City Manager, noted that there was a policy if the properties were located in a historic district or zoned S – 4, Historic Preservation District.

Allene Gregory, 1420 E. Olive St., addressed the Council. She had recently learned of this petition. She requested that this item be postponed until a future date. She stated her support for Mr. Koos and Ms. Clemens' comments. She questioned where the City would stop. It was imperative for the City to preserve its heritage. Walgreens was the largest drug store chain. It used technicians to file its petitions.

Mayor Stockton questioned if it was possible to move these homes. Alderman Gibson noted the failed attempts to move the home which had been located at the site of the BP station, (northeast corner of Wood and Main Streets). He cited the impact of demolition upon the landfill.

Alderman Schmidt cited the Mandel/Cohn home relocation. She noted that it was not easy. This project received the support of the City and the Wesley United Methodist Church.

Maureen Sollars, 919 S. Center, addressed the Council. She did not agree with Alderman Gibson's comments. This issue had been discussed. Homes could be moved. It was up to the community. She cited the short time line. She expressed her belief that there was a moratorium on redevelopment along Main St.

Mayor Stockton noted that exceptions could be made if standards were met. He acknowledged that these standards might be viewed as subjective. The MSC had met and reviewed this petition. The Main St. Corridor consultant will set standards in their report. Ms. Sollars questioned who was informed about the MSC study group meeting. Mayor Stockton cited the City's notice practices and the fact that the property was posted. Ms. Sollars cited her opposition to this petition.

Cindy Veselak, 904 S. Center St., addressed the Council. Her home would be impacted. It would be demolished. This neighborhood was a viable area of the City. A number of groups have looked at it. It is bounded by US 51.

Mayor Stockton recalled that the South Hill neighborhood association approved of the BP station. Building projects should be more sensitive. Ms. Veselak cited the type of structure involved. This corridor would develop. This petition would set a precedent.

Leslie Blessman, 905 S. Main, addressed the Council. This petition involved ten (10) properties. The sale prices had been negotiated. There were contracts. Walgreens would be convenient to the south end of the City. This store would be good for the community. He questioned the historical value of 104 W. Wood St. No one came forward to move these homes.

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

Motion carried.

Alderman Schmidt noted the irony of this evening's meeting which started with Heritage Awards. The City would be encroaching on its own historic homes. This petition would create a mix use issue and also create problems.

Alderman Gibson noted that public hearings were held. He questioned the impact on the Main St. Corridor study which would be completed in January 2008. It was time for a decision. A petition had been signed by over 300 individuals in favor of this project. The City should not stop now to save two (2) historic home. This petition represented progress.

Alderman Stearns applauded those whose came forward this evening in attempt to save historic homes. Walgreens had selected a choice location. She had walked the neighborhood. She noted historic preservation and the neighborhood's right to self determination.

Tom Hamilton, City Manager, addressed the Council. He could not tell them what to do. Contracts for the sale of real estate had been negotiated. The petition had to meet the City's standards. Traffic patterns and demographics had been looked at. This store would be similar to the Walgreens that would be located at the intersection of Main and Emerson Streets.

Alderman Purcell noted that for the Walgreens which will be located at Main and Emerson three (3) homes had been demolished. Main St. was a major north/south street. He stated his intention to vote for this petition.

Alderman Sage expressed his empathy for Alderman Schmidt's comments. He encouraged the Council to look at its Land Use Plan and the Main St. Corridor. This petition had legitimacy. He also requested clarification. He questioned if the agreements with the property owners were voluntary. Mr. Hamilton expressed his belief that the contracts had been entered into prior to the petition being filed with the City. Mayor Stockton noted that the MSC study group represented an additional level of review.

Alderman Schmidt questioned the impact if the Planning Commission had voted to deny the petition. Mayor Stockton stated that the item would still have appeared before the Council. This petition also appeared before the MSC study group. The Council must consider both recommendations.

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

Nays: Alderman Schmidt.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Proposed Agreement Between the City and the Downtown Bloomington Association

The Downtown Bloomington Association (DBA) seeks an agreement with the City for administering downtown programs. The proposed agreement is nearly identical to the agreement that the City has had in the past with Uniquely Bloomington and the DBA. The Uniquely Bloomington (UB) agreement provided about \$200,000 per year and after UB ended and the DBA took over, the City provided \$50,000 per year. Last year, (2006) the City provided \$75,000.

The DBA is seeking funding from the City of \$180,000 in 2007; \$190,000 in 2008; \$195,000 in 2009 and 2010; and \$90,000 in 2011. The DBA is requesting less money from the City in 2011 because they are anticipating having a Business Improvement District (BID) in place in 2010 with income from the BID in 2011. Funding for this agreement will come from the Downtown TIF district.

The proposed agreement outlines the activities that the DBA will undertake in exchange for the City's funding support. Included are copies of the DBA's proposed budget and work plan. Staff believes that continued funding of the DBA is an essential element to the overall success of the Downtown. With the Coliseum, Cultural District, Ensenberger Building, and streetscape improvements as recent examples of the City's commitment to Downtown, staff believes that it is important to continue to have an independent organization to handle Downtown events and issues, and serve as a liaison between the City and the Downtown stakeholders. Staff respectfully requests that Council approve the agreement with the DBA, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Brian Brakebill
Deputy City Manager

Tom Hamilton
City Manager

City of Bloomington and Downtown Bloomington Association Agreement

The City of Bloomington, Illinois, hereby agrees to pay the Downtown Bloomington Association, Inc. the sum of no less than \$180,000 for calendar year 2007, \$190,000 for calendar year 2008, \$195,000 for calendar years 2009 and 2010, and \$90,000 in 2011, for the Downtown

Bloomington Association Main Street Program to coordinate Bloomington's downtown revitalization effort and provide design assistance to property owners, manage business recruitment activities, conduct special events, and develop an image campaign for downtown. As part of its activities, Downtown Bloomington Association will, on an annual basis, serve as the liaison for the City to the Downtown community, connect the downtown community with business training, funding, and assistance programs, open and manage a Downtown Information Center to help promote downtown business and solicit vacant commercial and residential properties, serve as primary sponsor/organizer of at least three (3) special events, and aid the city in business attraction and retention in the Downtown Bloomington Association District. Other services provided by Downtown Bloomington Association in an on-going and "as requested" basis and are listed in the attached work plan.

In addition, Downtown Bloomington Association will, on a quarterly basis, provide a report to the City Manager on its progress in achieving these objectives. Such report will include net new businesses and jobs, number of building renovations, and public and private reinvestment statistics occurring in the downtown. Such data will be made available in reports produced by Downtown Bloomington Association.

The Mayor shall appoint three (3) people to serve as voting members of the Downtown Bloomington Association Board of Directors. The City Manager and Mayor, or their designees, will serve *ex officio* to the Downtown Bloomington Association Board of Directors to help ensure communication and compliance. The term of this contract commences on May 1, 2007, and ends on December 31, 2011.

CITY OF BLOOMINGTON, ILLINOIS

Stephen F. Stockton, Its Mayor

Date: June 7, 2007

Attest:

Tracey Covert, City Clerk

DOWNTOWN BLOOMINGTON ASSOCIATION, INC.

Greg Koos, Its President

Date: June 5, 2007

Attest:

Russell Francois, Its Vice President

Mayor Stockton introduced this item. This contract would increase the City's funding to the Downtown Business Association, (DBA). Tom Hamilton, City Manager,

stated that the City's funding of the DBA has varied. The City funding has been based upon the DBA's activities. It was on an up turn when one looked at the level of activities. The DBA had prepared a work plan and budget. There would be additional requirements for it to raise revenue as the City reduced its funding. The DBA also received funding from the various Downtown businesses. Representatives of the DBA were present to address the work program.

Alderman Hanson questioned the intent of this agreement. He compared this agreement to the City's agreement on towing. He recommended that it be renewed annually based upon performance. Mr. Hamilton agreed that this could be done. The City would need to establish parameters for an evaluation. Alderman Hanson requested a performance clause and a review process.

Alderman Huette recommended that a Business Improvement District become the funding source. Mr. Hamilton noted that there was a lot of public property within the Downtown that was tax exempt. The City would continue to fund the DBA. Over time the amount would be reduced. He believed that the City would be able to see results with Alderman Hanson's recommendations. He added that the Downtown's businesses and residents would have to agree to impose a tax upon themselves, (Business Improvement District). Alderman Huette noted that this type of district would not impact District 87.

Alderman Finnegan expressed his support for this five (5) year program. He requested the ability to make any necessary adjustments at midterm.

Todd Greenburg, Corporation Counsel, addressed the Council. The agreement as drafted would need to be amended to include a minimum amount. Mr. Hamilton noted that Alderman Hanson's recommendation would only commit funding by budget year.

Alderman Huette recommended that the City handled this agreement as a grant. Pay outs would be granted annually based upon performance.

Alderman Fruin questioned who would be responsible for the Business Improvement District. Mr. Hamilton presented the DBA's time line. The Downtown's businesses would need to write a plan and prepare a budget. Time must be allowed for a referendum. Alderman Fruin expressed his concern with the total amount of the expenditure. He questioned the amount that could be raised by a Business Improvement District. There needed to be accountability factors. Mr. Hamilton expressed his opinion that this could be done.

Mayor Stockton cited a similar proposal that was unsuccessful. He expressed his hope that this time things would be different. He believed that Uniquely Bloomington had received half of its funding from private sources. The amended agreement would give the City more control. He supported accountability measures. The City would hold the DBA responsible for its payments to same.

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

Motion carried.

Peggy Flynn, DBA Executive Director, 106 W. Monroe, addressed the Council. She welcomed accountability. She saw various opportunities. She needed to perform data collection such as a building inventory in order to attract commercial and residential tenants. She planned to work with Illinois Wesleyan University, (IWU). She planned to produce good maps and prepare mass mailings. She would work with the City to develop a Downtown strategy which would address appropriate uses, parking management, streetscapes, and set priorities. A Business Improvement District would take three (3) years if fast tracked. She planned to use the City of Galesburg as a model. From preliminary discussion, she had made a promising start. She would be responsible for day to day management of the DBA. The DBA had received an Illinois Main St. grant for bike racks. The DBA was also eligible for design assistance. The DBA had two (2) full time staff positions. She planned to add a half time position to address events.

Mayor Stockton stated his support for DBA funding. He added that the Camiros report needed to be updated. The City has built the US Cellular Coliseum and the Bloomington Center for the Performing Arts, (BCPA). A new report would address the feasibility of retail in the Downtown and set goals for how to achieve same. The plan should also address building viability which structures to retain/to remove. He believed that there was some interest in expansion. Parking needs also should be updated. There may be cost savings from the study.

Ms. Flynn believed that the Downtown study would be a cost effective approach to data collection. The DBA would be able to take over the sidewalk contract.

Alderman Hanson expressed his support for this agreement. He wanted the agreement amended. He wanted good communication between the City and the DBA. There should be a good dialogue between the parties. Accountability would be addressed at the fiscal year end.

Alderman Huette stated that momentum was good. The DBA had the Council's support. He noted that past attempts had not been successful. Ms. Flynn planned to determine the percentage of property that was owned. Alderman Huette questioned if Ms. Flynn had support for the Business Improvement District. Ms. Flynn responded affirmatively.

Alderman Fruin applauded Ms. Flynn for her energy. He questioned if there was any marketing overlap. He questioned how various community groups worked together, (McLean County Chamber of Commerce, Bloomington Normal Area Convention & Visitor's Bureau, US Cellular Coliseum, and BCPA). Ms. Flynn noted the DBA's working relationships with the Economic Development Council of Bloomington/Normal and McLean County Chamber of Commerce. These groups try to combine their efforts. When

looking at the business side of things, these organizations have complimentary functions. The DBA was interested in sponsorship opportunities.

Alderman Fruin questioned the future interest of the DBA. He questioned how an interactive approach would work. Alderman Purcell questioned the impact of data collection. Ms. Flynn stated that the DBA's actions would be dependent upon market forces. There were local companies which were growing. There was an interest in locating in a mixed use area. The Downtown was more than its building. It was an environment. The DBA would also assist residential property owners to market their available spaces. She cited loft living.

Alderman Stearns questioned if the DBA planned to partner with adjacent neighborhoods. Ms. Flynn noted the greening of Main St. The Downtown should be considered a neighborhood. She cited its proximity to Constitution Trail. The Downtown offered a variety of services and was pedestrian friendly. The Downtown needed additional volunteers. Alderman Stearns recommended that the neighborhood associations form a coalition. Ms. Flynn responded affirmatively to this idea.

Mayor Stockton expressed his support for walkways. He cited from IWU, and the Downtown. He noted that IWU was the BCPA's largest customer.

Alderman Sage cited several past efforts. He questioned how the DBA would be different. He noted that the plan called a lot of activity. He questioned results and the end destination. He cited the City's investment and his interest in a reasonable return. There needed to be goals established for the DBA.

Ms. Flynn cited the importance of timing. There would be a partnership between the City and the DBA. The Downtown needed to speak with a unified voice. There were a number of competing interests. She could not speak to the past. Her number one goal would be communication. The City has been a constant investor in the DBA. This partnership was imperative. Her request was for a balanced investment.

Mayor Stockton added that the City's investment in the DBA had been significant. He stated that the Camiros report needed to be updated. He requested that Ms. Flynn prepare a list of work items. Ms. Flynn stated that it was contained in the work plan. Mayor Stockton requested that a criterion for measurement be added.

Rob Fazzini, 5 Canterbury Ct., addressed the Council. He had served on the Uniquely Bloomington, (UB), Board. The DBA has the ability to do something different. He cited the impact of the City's support. The DBA with the City's assistance needed to define what the Downtown should be. IWU would perform the building inventory. UB attempted to establish a Business Improvement District. These efforts failed. He believed that one would pass now. The Downtown needed the façade grant program. He expressed his belief that the Downtown could be revitalized.

Kelly Mathy, 611 E. Washington, addressed the Council. She would speak on behalf of the DBA. She had purchased an existing Downtown business, (Kelly's Bakery & Café, 113 N. Center St.). The DBA had been a good resource. She and her husband also held full time jobs. She cited the positive impact of the Farmer's Market on her business. The DBA and the City needed to work as a team. She expressed her support and belief in the DBA.

Steve Parker, 23 Bay Point, addressed the Council. He expressed his opinion that the state of the Downtown was good. He added his support of and interest in the DBA. There was work which needed to be finished. He restated his opinion that things were going well. He invited the Council to attend the Downtown's Tour de Metro. Mayor Stockton noted that the event would be held on Saturday, May 19, 2007 from 11:00 a.m. to 4:00 p.m. Individuals could start the Tour at the McLean County History Museum.

Ward Waller, 216 N. Center St., addressed the Council. He questioned how the DBA would be funded after the TIF, (Tax Increment Financing) District expired. Mr. Hamilton stated that there was a budget. He noted that .0025 of the sales tax revenue had been earmarked for the Pepsi Ice Center and adjacent parking deck and \$600,000 to replace the Downtown TIF. The Council would determine how these dollars would be spent. Mr. Waller expressed his belief that the DBA needed to address parking. He cited the number of volunteer hours given to the DBA. He added his support for the DBA.

Mayor Stockton noted that when the TIF expires the DBA will need to find creative ways to replace these dollars.

Tim Tilton, 200 W. Monroe, addressed the Council. He had resided and operated a business in the Downtown, (Fox & Hounds Hair Studio & Day Spa, 200 W. Monroe), for the past ten (10) years. The DBA had done a good job. The key to its success would be its ability to market the Downtown. There were a variety of businesses located in the Monroe Center representing a number of professional services. The DBA was working and City funding was needed. The City had seen an eight (8) to one (1) return on its investment in the Downtown. There had been a substantial investment in the Downtown. It was the City's core. He believed that it would see continued growth.

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

Motion carried.

Mayor Stockton noted that the DBA would need guidance regarding its work plan. Alderman Hanson stated his confidence in the DBA's intent. He was comfortable with the plan as presented. He looked forward to future reports from the DBA. Alderman Schmidt added that the plan could not be too specific. Growth may force the DBA to take a new direction. The DBA must look to its work plan as a guide. Mayor Stockton questioned if the document was specific enough.

Alderman Huette described it as a long term plan, (five years). The Council wanted to work with the DBA. It was important for the DBA to be successful. He recommended

that this item be laid over. A plan could be compiled which would also serve as an evaluation tool. The document would then better serve both entities.

Alderman Schmidt questioned the specific detail. Alderman Huette stated that the list would be used as a measuring stick. Parameters would be established. He cited private investment as an example. Alderman Schmidt recommended that the DBA develop a list in the near future. Alderman Huette expressed his preference that the item be laid over.

Mayor Stockton questioned the degree of specificity. Alderman Hanson stated that the Council should not micromanage the DBA. He echoed Alderman Huette's concerns. Basically, the Council would only be approving a twelve (12) month contract. The DBA needed to be sensitive to the needs of District 87. The DBA needed to open a dialogue with the school district. Mayor Stockton noted District 87's interest in the Downtown TIF.

Alderman Finnegan expressed his opinion that a one (1) year plan was not reasonable. He noted that the agreement would be terminated if the City was not satisfied with the DBA's performance. Alderman Hanson stated that it would be a five (5) year contract with an annual performance review. Mayor Stockton added that if the DBA's progress was not satisfactory, then the City could reduce and/or stop the funding.

Alderman Fruin requested quarterly reports from the DBA. He wanted the DBA to be discussed through the course of the coming year. The work plan was well done. He expressed his confidence in the DBA's staff.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the five (5) year agreement be amended to include a performance clause with annual renewals based upon City staff's recommendation, threshold dollar amounts remaining in place.

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

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

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton addressed the City's DARE, (Drug Abuse Resistance Education), Program. Alderman Gibson added that he had received letters from parents, teachers, and students. Roger Aikin, Police Chief, addressed the Council. This program was reviewed at the Police Department's command staff retreat. A review was conducted on all of the department's specialized divisions. A key question addressed was where police staffing should be. The focus was on what the department should be doing in the community. New service areas were also addressed. Two (2) police officers had been assigned to the DARE program. One (1) will be assigned to the elementary schools as a School Resource Officer. This position will allow face time with

elementary school students. A police officer would also be freed up. The two (2) top choices for this position were narcotics and senior citizen fraud.

Mayor Stockton cited the DARE graduation ceremony. The Council has supported the Police Department's various programs. The command staff had reviewed same. The DARE Program addressed behavior modification. A key ingredient to this program was face time. He requested that the Police Department be sensitive to this issue. Chief Aikin noted that the School Resource Officer would spend fifteen to twenty, (15 – 20), minutes supplementing issues of concern raised by the teachers. Mayor Stockton noted that fifth grade teachers would like to provide input.

Alderman Schmidt noted that the Police Department was not abandoning the schools. More children will have access to a police officer. The School Resource Officer would support the teachers. Chief Aikin noted that currently there was a School Resource Officer for the high school and junior high school.

Alderman Hanson noted that the teachers will have pressure placed upon them to fill this block of time. He added that the same subject matter could be covered. Chief Aikin noted that currently the DARE Program is offered at the second, fourth, and fifth grade levels. He added his belief that a School Resource Officer would be able to increase face time with students.

Mayor Stockton requested that an evaluation be conducted a year end. Chief Aikin noted that DARE was a licensed program. A School Resource Officer can request input from teachers.

Alderman Hanson stated that this was an opportunity to broaden the base of education. He also cited the number of children who would have exposure to a police officer.

Alderman Stearns questioned the number of police officers involved. Chief Aikin informed the Council that the Town of Normal left the DARE Program in 2003. DARE involved a number of activities. He cited DARE camp, the Extreme game, and an essay contest. Different training would be required of a School Resource Officer. The position would be bid.

Alderman Purcell questioned the DARE Program's results. Chief Aikin stated that annual studies were done. The results regarding the program's success were mixed. The proponents of the program cited the importance of face time with student.

Mayor Stockton encouraged the Council to speak with Chief Aikin after the meeting.

CITY MANAGER'S DISCUSSION: Tom Hamilton, City Manager, reminded the Council of the US Cellular Coliseum Operations & Finances Work Session would be held on Monday, May 21, 2007 at 5:30 p.m.

ALDERMEN'S DISCUSSION: Alderman Fruin recognized Scott Sprouls, IT Manager. Email made contacting individuals easier.

Alderman Schmidt questioned if City staff would assist with ward meetings. She specifically cited the new ward map. Mayor Stockton recommended that wards be combined for meetings held.

Alderman Purcell welcomed Alderman Fruin, Sage, and Stearns. He added his support for Alderman Schmidt's comments.

Alderman Stearns thanked the Council for the welcome. She also expressed her appreciation to the voters of Ward 4 for their support.

Motion by Alderman Finnegan, seconded by Alderman Purcell, that the meeting be adjourned. Time: 10:02 p.m.

Motion carried.

Tracey Covert
City Clerk

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