

**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, November 27, 2006.

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: Joseph “Skip” Crawford, Kevin Huette, Allen Gibson, Michael Matejka, John Hanson, Steven Purcell, Karen Schmidt and Mayor Stephen F. Stockton.

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

Absent: Alderman Jim Finnegan.

The following was presented:

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

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

1. Proclaiming December 4-8, 2006 as Employee Learning Week.
2. Declaring the Official Christmas Ornament for the Town of Normal, City of Bloomington, and the County of McLean, Illinois.
3. Honoring State Champions, Normal Community High School Varsity Football Team.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton read and presented the Employee Learning Week Proclamation to Megan Devlin-Petty, Organization and Development Manager. Ms. Devlin-Petty addressed the Council. She expressed her appreciation to the Council. This was the second year for the City to host an Employee Learning Week. Employee Learning Week had received national recognition. The City had worked with Heartland Community College, (HCC), and the Chamber of Commerce. An event was scheduled for December 7, 2006 from 9:00 a.m. to 4:00 p.m. at HCC. Attendance would be free. Events would also be held at the City. The spot light would be on employee development.

Mayor Stockton read and presented Official Christmas Ornament for the Town of Normal, City of Bloomington, and the County of McLean, Illinois Proclamation to Kristen Pressler, Easter Seals' Director of Development. This year marked the seventeenth (17th) anniversary of same. This year's ornament was of the Timberpointe Lodge. Ornament sales would benefit Easter Seals of McLean County. Ms. Pressler addressed the Council. She thanked them for the recognition. The proceeds would assist with the Easter Seals' mission. She also thanked the Council for their support.

Mayor Stockton read and presented the Proclamation Honoring State Champions, Normal Community High School Varsity Football Team. The football team may visit the Council at a future date. The City did not want to delay in sending congratulations.

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

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Work Session Minutes of October 9, 2006, and Council Proceedings of May 8, 2006

The Council Work Session minutes of October 9, 2006, and Council Proceedings of May 8, 2006 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 Gibson that the reading of the minutes of the previous Council Work Session of October 9, 2006, and Council Proceedings of May 8, 2006 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka 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 Gibson that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka 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 sixth partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$3,744 will have been paid to date for work certified as 50% complete for the John M. Scott Home Delivered Meals. Completion date – May 2007.
2. The third and final payment to Hauser Group Ltd. in the amount of \$8,171.45 on a contract amount of \$30,093.95 of which \$30,093.95 will have been paid to date for work certified as 100% complete for the Library Expansion. Completion date – November 2006.
3. The tenth partial payment to Economic Development Council of Bloomington/Normal in the amount \$6,666.66 on a contract amount of \$80,000 per year of which \$43,333.32 will have been paid to date for work certified as 83% complete for the McLean County Economic Development. Completion date - December 2008.
4. The seventh partial payment to McLean County Health Department in the amount of \$9,015 on a contract amount of \$108,180 of which \$63,105 will have been paid to date for work certified as 58% complete for the Animal Control and Shelter Services. Completion date – April 2007.
5. The fifth and final payment to Wayne Dalton of Peoria in the amount of \$13,132.20 on a contract amount of \$131,322 of which \$131,322 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum. Completion date – April 2006.
6. The eleventh and final payment to Kelly Glass in the amount of \$1,870 on a contract amount of \$329,804 of which \$329,804 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum. Completion date – April 2006.
7. The thirteenth and final payment to Automatic Fire Sprinkler, LLC in the amount of \$50,184.90 on a contract amount of \$369,288 of which \$369,243 will have been paid to date for work certified as 100% complete for the Design/Build of the US Cellular Coliseum. Completion date – April 2006.

8. The seventeenth partial payment to GA Rich & Sons in the amount of \$149,214.60 on a contract amount of \$1,352,598 of which \$1,350,054 will have been paid to date for work certified as 99.81% complete for the Design/Build of the US Cellular Coliseum. Completion date – April 2006.
9. The twenty-fourth partial payment to Mid-Illinois Mechanical Inc. in the amount of \$67,822 on a contract amount of \$3,613,413 of which \$3,432,816.69 will have been paid to date for work certified as 95% complete for the Design/Build for the US Cellular Coliseum. Completion date – April 2006.
10. The fifteenth partial payment to D & H Electric in the amount of \$304,310.07 on a contract amount of \$2,899,777 of which \$2,525,447.70 will have been paid to date for work certified as 87% complete for the Design/Build for the US Cellular Coliseum. Completion date – April 2006.
11. The ninth partial payment to PJ Hoerr, Inc. in the amount of \$127,353.14 on a contract amount of \$2,262,763.73 of which \$1,549,108.32 will have been paid to date for work certified as 68% complete for the Holiday Pool Renovation. Completion date – July 2006.
12. The first partial payment to Thompson Dyke & Associates in the amount of \$6,500 on a contract amount of \$19,950 of which \$6,500 will have been paid to date for work certified as 33% complete for the Lincoln Leisure Campus Parking. Completion date - August 2006.
13. The fifth partial payment to Ratio Architects in the amount of \$23,948.06 on a contract amount of \$135,240 of which \$74,585.50 will have been paid to date for work certified as 56% complete for the Miller Park Playground Renovation. Completion date – May 2007.
14. The eighth partial payment to JG Stewart Contractors in the amount of \$31,734.05 on a contract amount of \$210,000 of which \$143,035.51 will have been paid to date for work certified as 68% complete for the 2006-2007 Sidewalk Replacement and Handicap Ramp Program. Completion date – December 2006.
15. The first partial payment to F & W Lawn Care Specialists in the amount of \$9,094.23 on a contract amount of \$25,000 of which \$9,094.23 will have been paid to date for work certified as 36% complete for the 2006-2007 Seeding at Various Locations. Completion date – June 2007.
16. The seventh partial payment to Testing Services Corporation in the amount of \$1,740.85 on a per ton and hour contract of which \$18,599.30 will have been paid to date for work certified as ongoing for the 2006-2007 Asphalt & Portland Concrete Plant Inspection and Lab Testing. Completion date – July 2007.

17. The fifth partial payment to Rowe Construction in the amount of \$44,467.05 on a contract amount of \$710,000 of which \$640,308.38 will have been paid to date for work certified as 90% complete for the 2006-2007 General Resurfacing. Completion date - December 2006.
18. The third partial payment to Rowe Construction in the amount of \$266,100 on a contract amount of \$500,000 of which \$439,200 will have been paid to date for work certified as 87% complete for the MFT General Resurfacing. Completion date – December 2006.
19. The sixth partial payment to Lewis, Yockey & Brown, Inc. in the amount of \$6,838.59 on a contract amount of \$120,000 of which \$47,892.99 will have been paid to date for work certified as 40% complete for the Dr. M.L. King Jr. Dr. – Washington to Oakland. Completion date – March 2007.
20. The twenty fifth partial payment to Forth & Van Dyke/Daily Division in the amount of \$6,881.54 on a contract amount of \$295,161 of which \$258,476.10 will have been paid to date for work certified as 88% complete for the Design Fox Creek Road and Scottsdale Avenue Relocation. Completion date – January 2007.
21. The eleventh partial payment to Stark Excavating, Inc. in the amount of \$30,435 on a contract amount of \$1,399,893.75 of which \$996,343.65 will have been paid to date for work certified as 71% complete for the Euclid Avenue – Oakland to Washington. Completion date – December 2006.
22. The eleventh partial payment to Farnsworth Group in the amount of \$530 on a contract amount of \$32,562 of which \$16,403.92 will have been paid to date for work certified as 50% complete for the Norfolk Southern Railroad Crossing Negotiations – 1.) ML King at White Oak; 2.) Hamilton at Commerce and 3.) Hershey at Hamilton. Completion date – December 2006.
23. The thirteenth partial payment to Farnsworth Group in the amount of \$2,617.25 on a contract amount of \$295,300 of which \$226,918.30 will have been paid to date for work certified as 77% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – January 2007.
24. The fifty-ninth partial payment to Farnsworth Group in the amount of \$19,862.51 on a contract amount of \$1,077,688.73 of which \$987,795.53 will have been paid to date for work certified as 92% complete for the Design Transmission Water Main to Lake Bloomington. Completion date – December 2006.

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

Respectfully,

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of October, 2006

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

The Audit of these accounts took place on Monday, November 27, 2006 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

Respectfully,

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Gibson that the audit of the bills and payrolls for the Township for the month of October, 2006 be made a matter of record.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

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

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

1. Motor Fuel Tax Allotment for the month of October, 2006.
2. Monthly Receipt & Expenditure Report, October, 2006.
3. Comprehensive Annual Financial Report – Police Pension Fund.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Gibson that the reports be received and placed on file.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka 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 appointment to the Zoning Board:

Steve Parker, 23 Bay Pointe Dr., Bloomington, IL 61704

Mr. Parker is replacing John Stockman. Mr. Parker will finish Mr. Stockman's term which expires April 30, 2010.

Respectfully,

Stephen F. Stockton
Mayor

Mayor Stockton introduced Steve Parker. Mr. Parker was fifth generation here in McLean County. Mr. Parker had worked for a number of companies and was proud of his reputation in the construction/renovation area. His firm was currently renovating the Paxton's Building. He was appreciative of the appointment and appreciated the Council's confidence in him.

Alderman Crawford cited the renovated Loudon Building. This project was completed in October 2005. One (1) unit was still unsold and was used as an office.

Motion by Alderman Schmidt, seconded by Alderman Gibson that the appointment be approved.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka 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 Athletic Equipment

The Police Department maintains a small fitness training room for use by department employees. Two pieces of equipment in this room are treadmills, both of which have surpassed their useful life and are in need of replacement. To replace this equipment staff consulted with Stellar Orthopedics, a local company who provides this type of equipment to hospitals, gyms and other facilities. Stellar Orthopedics recommended that the two treadmills be replaced with a

treadmill and an elliptical machine, allowing users a choice in equipment while still providing for a quality cardio workout. They also recommended the purchase of equipment manufactured by Motus, as it has the quality and durability that the department's use would demand.

Stellar Orthopedics submitted a quote for each piece of equipment in the amount of \$4,353.02 each, or \$8,706.04 total. There is also a delivery and setup charge of \$1,378.96, bringing the total purchase price to \$10,085. A search of suppliers of this equipment found prices of identical equipment at: \$7,699 each from Amazon; \$8,899 each from Motus USA; and \$5,369 each from Treadmill Superstore. These prices did not include delivery and setup charges.

Staff respectfully requests that the formal bidding process be waived, a treadmill and an elliptical machine for the Police Department be purchased from Stellar Orthopedics in the amount of \$10,085, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted. Funds are available for this purchase in line F15110-72140.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 147

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A TREADMILL AND AN ELLIPTICAL
MACHINE FOR THE POLICE DEPARTMENT FROM STELLAR ORTHOPEDICS AT
A PURCHASE PRICE OF \$10,085**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a Treadmill and an Elliptical Machine for the Police Department from Stellar Orthopedics at a Purchase Price of \$10,085.

Adopted this 27th day of November, 2006.

Approved this 28th day of November, 2006.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Schmidt, seconded by Alderman Gibson that the formal bidding process be waived, a treadmill and an elliptical machine for the Police Department be purchased from Stellar Orthopedics in the amount of \$10,085, 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka 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 a Forensic Computer

At the June 12, 2006 Council meeting, Council approved the purchase of additional EnCase software from Guidance Software for computer forensics due to the increase in identity theft and computer crimes. Staff respectfully requests permission to purchase a portable network laptop to use with the previously purchased software. This software and computer will be used for incident responses to network crimes in process.

Forensic Computers is the sole source provider of the turn-key forensic computing system. The act of collecting computer evidence and performing forensic analysis of that evidence places demands on the computer system that normal administrative use does not. Forensic Computers has developed a testing methodology that exceeds these demands and insures data integrity.

Staff respectfully requests that Council waive the formal bidding process and approve the purchase a Forensic Air-Lite VI MK II from Forensic Computers in the amount of \$7,120, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted. Funds for this purchase are budgeted in line item G11610-72120.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 148**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A FORENSIC AIR-LITE VI MK II FOR THE
POLICE DEPARTMENT FROM FORENSIC COMPUTERS AT A PURCHASE PRICE
OF \$7,120**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a Forensic Air-Lite VI MK II from Forensic Computers at a Purchase Price of \$7,120.

Adopted this 27th day of November, 2006.

Approved this 28th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Gibson that the formal bidding process be waived, the Forensic Air-Lite MK II be purchased from Forensic Computers in the amount of \$7,120, 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka 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 Medical Equipment for the Fire Department

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of five (5) RAD 57 Pulse CO-oximeters from Masimo Corporation located in Irvine, CA at a cost of \$12,525. Masimo is the sole source vendor for these units. The proposed units are from the same manufacturer as the current pulse oximeters, and the department has had good experience with the product line with respect to reliability and service.

New noninvasive technology in the form of the proposed equipment is now available which allows EMS personnel to measure patients' carbon monoxide (CO) levels in the field. Currently Fire Department EMS personnel do not have this capability.

There are two (2) groups of individuals who would benefit from having the ability to determine the CO levels in the field. The first group are those patients with a suspected CO exposure in a home or work environment. Fire Department personnel are required to evaluate building occupants for CO exposure on every response to an activated CO alarm.

Effective January 1, 2007 a new state statute takes effect requiring CO detectors in virtually every home. As a result the Fire Department can expect a substantial increase in the number of CO calls. The ability to determine CO levels in the field will allow the EMS personnel to make a definitive determination if an occupant has been exposed to CO. As a result those patients with a CO exposure will receive appropriate medical care and those who have not been exposed may avoid an unnecessary ambulance transport to the hospital and emergency room visit.

The second group of individuals is Fire Department's suppression personnel. Establishing CO levels in suppression personnel is critical before returning to fire suppression. Returning a firefighter to fire suppression activities with an elevated CO level places that employee at substantial risk.

Purchasing these units this fiscal year offers some financial advantage to the City. The units are regularly priced at \$4,995. Masimo has offered an introductory price of \$2,995 each, and a \$500 trade in on the existing pulse oximetry units, for a purchase price of \$2,495 each. This is a savings of \$12,500. There is also a \$50 shipping charge for these units.

Staff respectfully requests that Council waive the formal bidding process and authorize the purchase of five (5) RAD 57 Pulse CO-oximeters from Masimo Corporation, in the amount of \$12,525, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted. Payment for this purchase will be made from Account F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 149

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FIVE (5) RAD 57 PULSE CO-OXIMITERS FOR
THE FIRE DEPARTMENT FROM MASIMO CORPORATION AT A PURCHASE
PRICE OF \$12,525**

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 five (5) RAD 57 Pulse CO-oximiters for the Fire Department from Masimo Corporation at a Purchase Price of \$12,525.

Adopted this 27th day of November, 2006.

Approved this 28th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Gibson that the formal bidding process be waived, the five (5) RAD 57 Pulse CO-oximiters be purchased from Masimo Corporation in the amount of \$12,525, 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Purchase of Networking Hardware for an Additional Internet Connection

The City currently has a single connection to the Internet. This connection has been in place since 1998 and is still performing well. However, new demands are placed on this connection regularly and it is now coming to a point of saturation. The bandwidth available can no longer keep up with staff's requirements, resulting in response times slow enough to cause problems for users.

Staff is recommending the installation of an additional Internet connection. By adding a second connection (and not replacing or upgrading the existing one), redundancy will be built into the City's path to the Internet. If one connection fails, the probability is that the second connection will still be working so connectivity would not be lost completely. The two connections will also be "load balanced" so traffic is shared as evenly as possible between them.

In order for multiple Internet connections to provide the load balancing and fail over capabilities, staff needs to purchase a piece of networking hardware that both of these connections will be connected to before coming into the network. This hardware will combine the two connections outside the firewall and make it look to the firewall like there was no change. Staff has researched these pieces of hardware and believes the best fit for the network is an appliance from Fat Pipe Networks, Inc. With Council's approval to seek quotations for this type of hardware (during the April 24, 2006 meeting), staff has requested and received price quotations from the following vendors:

A5.com	Bloomington, IL	\$11,788.00	
Gen1Tech	Lake Forest, IL	\$10,454.00	***recommended
Integrity Solutions	Bloomington, IL	\$11,835.00	

Staff respectfully requests that Council approve the purchase of the networking hardware from Gen1 Tech, in the amount of \$10,454, and the Purchasing Agent be authorized to issue a purchase order for same. Payment for this equipment will be made with funds budgeted in the Information Services Fixed Asset account (G11610-72120).

Respectfully,

Scott Sprouls
Information Services Director

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Gibson that the networking hardware be purchased from Gen1 Tech, in the amount of \$10,454 and the Purchasing Agent authorized to issue a Purchase Order for same.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Replacement of Digital Imaging System Scanners

In June of 2001, the City purchased a digital imaging system to allow converting of paper files to digital format. This system (Laserfiche) has been in use by the PACE Department since that time. PACE has been able to digitize historical and current files through their use of Laserfiche. Other departments are also using this system and there are more plans for its use in the near future.

The system involves three (3) high speed scanners connected to City desktops, a back end server to house the application and provide storage space, and the Laserfiche software. The scanners and server hardware have performed well but are now in need of replacement. Staff has budgeted funds in FY06-07 for this replacement and is seeking Council approval to replace the high speed scanners. Staff will return to Council seeking approval for the back end storage server at a future Council meeting.

Staff researched high speed scanners currently available and respectfully recommends the purchase of the Fujitsu model FI-5750C scanner. This model is the current model similar in form and function to the scanners to be replaced. Staff requested price quotes for these scanners (quantity three) and received quotes from the following vendors:

PTC Select	Peoria, IL	\$19,335.00	*** recommended
CDWG	Vernon Hills, IL	\$19,509.00	
Connecting Point	Bloomington, IL	\$19,592.00	

Staff respectfully requests that Council approve the purchase of three (3) Fujitsu model FI-5750C scanners from PTC Select in the amount of \$19,335, and the Purchasing Agent be authorized to issue a Purchase Order for same. Payment for this purchase will be made with funds budgeted in the Information Services Equipment Fixed Asset account (F11610-72120).

Respectfully,

Scott Sprouls
Information Services Director

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Gibson that the replacement scanners be purchased from PTC Select in the amount of \$19,335 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Structured Cabling System for the Third Floor of the Government Center

Staff recently released a request for proposal (RFP) for the implementation of a structured cabling system (SCS) for the third floor of the Government Center. The SCS is the cabling infrastructure that will provide network connectivity for telephones and computer related equipment for the Engineering Department as they move from their existing location to the Government Center.

The responses received were reviewed and staff believes all responding vendors are capable of installing the SCS to a high standard of quality. All but one of the vendors provided responses that were found in compliance with the requirements of the RFP. The pricing results are listed below.

Heart Technologies	East Peoria, IL	\$50,573.03	***recommended
Zeller Electric	Morton, IL	\$58,149.00	
WM Masters	Bloomington, IL	\$75,100.00	
Verizon Business	Bloomington, IL	Did not comply	

Staff respectfully requests that Council award the contract to Heart Technologies, East Peoria, IL, in the amount of \$50,573.03. One half of the cost of this installation will be paid by McLean County as part of the intergovernmental agreement in place for the operation of the Government Center. After completion, McLean County will be invoiced for their portion of the work.

Staff respectfully requests that Council award the bid to Hearth Technologies in the amount of \$50,573.03 and authorize the Purchasing Agent to issue a purchase order for same. Funds for this purchase will be made with funds budgeted in account Government Center Maintenance account (G15485-70510).

Respectfully,

Scott Sprouls
Information Services Director

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Gibson that the bid be awarded to Heart Technologies in the amount of \$50,573.03 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bidding Proposals for the MacArthur Avenue Traffic Signals at Main Street and Center Street (Business US 51)

Bidding proposals were received until 2:00 p.m., Wednesday, November 15, 2006, in the Office of the City Clerk at which time and place the proposals were opened and read aloud as follows:

Laesch Electric, Inc.	\$172,846.86 (Low Bid)
Bodine Electric of Decatur	\$189,213.58
Champaign Signal & Lighting Co.	\$195,600.00 *As Read
	\$193,346.63 *As Corrected
Budget	\$120,000.00 MFT
Engineer's Estimate	\$178,959.50

The project pertains to the installation of traffic signals at the intersections of Main Street and MacArthur Avenue, as well as Center Street and MacArthur Avenue.

Laesch Electric, Inc. is the low bidder. The bid is 3.5% under the engineer's estimate, but over budget by 44%. Staff respectfully recommends that Council accept the low bid of Laesch Electric, Inc. in the amount of \$172,846.86 and, further, that the Mayor and City Clerk be authorized to enter into a contract for the said work with payment to be made with Motor Fuel Tax Funds (X20300-72530).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Gibson that the bid for MacArthur Avenue Traffic Signals at Main Street and Center Street (Business US 51) be awarded to Laesch Electric, Inc. in the amount of \$172,846.86, 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Analysis of Bidding Proposals for 2006-2007 Rigid Pavement Patching Program

Bidding proposals were received until 2:00 p.m., Wednesday, November 8, 2006, in the Office of the City Clerk at which time and place the proposals were opened and read aloud as follows:

Stark Excavating, Inc.	\$139,270.32 (Low Bid)
Rowe Construction	\$144,808.97
G.M. Sipes Const. Inc.	\$158,731.47
Kinney Contractors	\$171,269.40
Budget Available	\$150,000.00 C.I.F.
Engineer's Estimate	\$153,391.75

The project pertains to the removal and replacement of the existing Portland Cement Concrete pavement and associated work. The work shall be done on Lincoln Street from Arcadia Drive east toward Hershey Road.

Stark Excavating, Inc. is the low bidder. Staff respectfully recommends that Council accept the low bid of Stark Excavating, Inc. in the amount of \$139,270.32 and award the contract for an amount not to exceed \$150,000, for the Rigid Pavement Patching Program 2006-2007 project and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this work will be made with Capital Improvement Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Gibson that the bid for rigid pavement patching be awarded to Stark Excavating, Inc. in the amount of \$139,270.32, and award the contract in an amount not to exceed \$150,000, 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proposed Change Order for General Resurfacing 2006-2007 Program

The General Resurfacing Program is normally used to resurface asphalt or brick streets and the Rigid Pavement Patching Program is used for patching concrete streets. Brompton Court in Brookridge Subdivision was scheduled to be resurfaced during the 2006-2007 Rigid Patching Program. It has been patched in previous years and is in need of additional work.

The cost to patch it is around \$125,000, and in future years, other portions would need to be patched as well. The cost to put an inch and one-half (1 ½) overlay on all of the streets in

Brookridge Subdivision would be about \$100,000 using the current prices in the General Resurfacing 2006-2007 Contract.

All of the streets in Brook Ridge Subdivision are residential and low in volume; therefore it makes more sense to overlay them as opposed to spot patching the concrete. Staff respectfully recommends moving \$100,000 from the 2006-2007 Rigid Patching Program to the 2006-2007 General Resurfacing Program. Funds for both programs come from X40100-72530.

Staff respectfully requests that Council approve a Change Order in the amount of \$100,000 to the 2006-2007 General Resurfacing Contract with Rowe Construction Co., a budget change of \$100,000 from X40100-72530 be authorized, and the Resolution adopted.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 150

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$100,000 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND ROWE CONSTRUCTION FOR THE 2006-2007 GENERAL
RESURFACING PROGRAM**

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction Co. for the 2006-2007 General Resurfacing Program; and

WHEREAS, for the reasons set forth in a staff report dated November 27, 2006 it was necessary to put an inch and one-half (1 ½) overlay on all of the streets in Brookridge Subdivision; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the November 27, 2006 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 \$100,000 in the contract between the City of Bloomington and Rowe Construction Co. for putting an inch and one-half (1 ½) overlay on all of the streets in Brook Ridge Subdivision be approved.

PASSED this 27th day of November, 2006.

ADOPTED this 28th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Gibson that the Change Order to the contract with Rowe Construction Co. for the 2006-2007 General Resurfacing be approved in the amount of \$100,000, and the Resolution adopted.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Government Center Operation and Maintenance Expenses for 2007

The City and the County jointly lease the Government Center facility from the Public Building Commission (PBC). According to the terms of the lease, the County and City must each make an annual payment to the PBC to cover operation and maintenance expenses for that year. The amount of payment is determined each year based upon the previous year's experience and anticipated additional expenses. The City's share for the calendar year 2007 has been determined to be \$390,255. Staff reviewed this figure and finds it to be in order.

The lease requires the parties to execute an amendment to the lease every year to indicate the operation and maintenance expenses due for that year. Staff respectfully recommends that Council approve the Attachment No. Five and authorize payment as provided.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Alderman Huette questioned this item. He noted that the annual cost equaled more than \$2,000 per day. He questioned how this figure compared to other City facilities on a square footage basis. Tom Hamilton, City Manager, stated that staff would report back to Council.

Motion by Alderman Schmidt, seconded by Alderman Gibson that the amendment to the lease 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 Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Proposed Water Main Extension Agreement from Arthur and Betty McBurney for Property Located at 2301 South Morris Avenue in McLean County

Arthur and Betty McBurney, property owners of 2301 South Morris Avenue (Tax ID 21-17-401-028) in McLean County have requested permission to tap-on to the City's water main to serve their property. Currently, the property is outside the City's corporate limits. Arthur McBurney has signed a Water Main Extension Agreement with the City wherein the property can be annexed to the City whenever the City so requests. The required tap on fee due for this property has been paid.

As all items are in order, staff respectfully recommends that Council approve a Water Main Extension Agreement with Arthur and Betty McBurney, property owners of 2301 South Morris Avenue (Tax ID 21-17-401-028) in McLean County.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

WATER & PROPOSED WATER MAIN EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 8th day of November, 2006, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Arthur and Betty McBurney, owners of the real property hereinafter described and hereinafter called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of 12 inch water main to be extended along the street(s) and highway (s) known as Morris Avenue in conjunction with the City's Hamilton Road Project for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

PIN #21-17-401-028 A/K/A 2301 South Morris Avenue, Bloomington, Illinois 61704

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER's contribution is \$4,400.00 payable in advance or the CUSTOMER agrees that he may pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is past due. The payment schedule is attached.

3. CUSTOMER agree that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Arthur and Betty McBurney are the owners and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER

will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

- (1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the CITY at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

Motion by Alderman Schmidt, seconded by Alderman Gibson that the Water Main Extension Agreement be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Division Street Combined Sewer Overflow Elimination Phase II IDOT Utility Permit

Staff negotiated a contract in August of 2006 with Farnsworth Group to provide professional services for the design of Division Street Combined Sewer Overflow (CSO) Elimination Phase II. Construction of Phase I was completed in July of 2006. After completion of Phase I, it was discovered that excessive inflow into the combined sewer on Division Street had not been completely eliminated. Phase II was initiated to address this issue, and its design is now complete. It will involve constructing storm sewer along Main Street and connecting inlets to this storm sewer at the intersections of Main Street with Division, Kelsey, Emerson, Ridgewood Terrace, and Seminary and at the intersection of Center Street with Emerson.

Due to this work occurring within state right-of-way, the City is required by District 5 of the Illinois Department of Transportation (IDOT) to execute a Utility Permit.

Staff respectfully requests that Council approve a Utility Permit with IDOT District 5 and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(PERMIT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Gibson that the Utility Permit be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

November 27, 2006

1147

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Approval of Project Agreement for the Development of McGraw Park

On March 13, 2006, Council approved a Resolution of Authorization for the Parks and Recreation Department to apply for an OSLAD (Open Space Lands Acquisition and Development) grant for the final phase of McGraw Park.

In late October of this year, staff was informed by the Illinois Department of Natural Resources (IDNR) that our application had been approved and the City was eligible for \$400,000 of funding to assist with this project. The project includes the development of six (6) tennis courts, a baseball field, softball field, practice soccer area, extension of Constitution Trail, and an additional parking lot.

The Project Agreement details IDNR's requirements and timeline for receiving the \$400,000 grant. Staff respectfully requests that Council approve the Project Agreement and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Dean Kohn, Director
Director Parks & Recreation

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

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

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Estoppel Certificate, Consent and Amendment Agreement - City of Bloomington and Bloomington Chateau Partners, LLC (Barclays Capital Real Estate Inc.)

On November 12, 1986, the City, as owner of the City of Bloomington Conference Center, entered into a lease agreement with Jumer's of Bloomington, Inc. Later, Jumer's Castle Lodge, Inc. (the parent company) filed for bankruptcy, and the U.S. Bankruptcy Court approved the sale of Jumer's Castle Lodge, Inc. to Platinum Hospitality Group, LLC. On January 14, 2002, the City approved an assumption of the lease held by Jumer's Castle Lodge, Inc. to Platinum Group, LLC, the predecessor in interest to Bloomington Chateau Partners, LLC.

Bloomington Chateau Partners, LLC is seeking a loan from Barclays Capital Real Estate Inc. As part of that transaction, Barclays is seeking the City's approval of a document which, among other things, would allow Barclays to assume the lease between the City and Bloomington Chateau Partners LLC if that entity were unable to perform the terms of the lease. Staff has reviewed the terms of the document and does not find any terms which would be detrimental to the City (although the document refers to "mortgaged property", it does not mortgage the Conference Center). Therefore, staff respectfully recommends that the document be approved by the City Council and that the Corporation Counsel be authorized to execute it on behalf of the City.

Respectfully,

Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

**ESTOPPEL CERTIFICATE, CONSENT AND AMENDMENT AGREEMENT
CITY OF BLOOMINGTON AS LESSOR
BLOOMINGTON CHATEAU PARTNERS, LLC AS LESSEE AND
BARCLAYS CAPITAL REAL ESTATE INC. AS LENDER**

Loan No.: 20061834
Jumer's Chateau, Bloomington, McLean County, Illinois

ESTOPPEL CERTIFICATE, CONSENT AND AMENDMENT AGREEMENT

THIS ESTOPPEL CERTIFICATE, CONSENT AND AMENDMENT AGREEMENT ("Agreement") is dated as of the day of , 2006, by the CITY OF BLOOMINGTON (the "Lessor") and BLOOMINGTON CHATEAU PARTNERS, LLC, an Illinois limited liability company (the "Lessee") in favor of BARCLAYS CAPITAL REAL ESTATE INC., a Delaware corporation (the "Lender").

RECITALS

Lessor and Lender acknowledge the following:

A. On November 12, 1986, Lessor and Jumer's of Bloomington, Inc., predecessor in interest to Lessee, entered into that certain City of Bloomington Conference Center Lease Agreement (as at any time amended, the "Lease") covering the premises (the "Leased Premises") located at 1601 Turner Drive, Bloomington, McLean County, Illinois and more particularly described as follows:

Lot 2 in Jumer's Subdivision, according to the Plat thereof recorded March 27, 1987 as Document No. 87-5724, in McLEAN COUNTY, Illinois ("Lot 2"), together with all buildings, improvements and structures at any time, now or hereafter, erected, situated or placed upon Lot 2; and all rights, privileges, easements, hereditments, appendages and appurtenances at any time now or hereafter, belonging or appertaining to Lot 2.

Commonly known as The Conference Center at 1601 Rimer Drive, Bloomington, Illinois 61607.

PIN: 99 – 13 – 252 - 001

B. Lender intends to extend a loan (the "Loan") to Lessee to be evidenced by that certain Promissory Note made by Lessee and payable to the order of Lender (as at any time amended, the "Note") and secured by, inter alia, that certain first lien Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing granted by Lessee in favor of Lender (as at any time amended, the "Security Instrument") encumbering the Lease and Lessee's leasehold estate in the Leased Premises, all improvements thereon, and certain other property owned by Lessee (collectively the "Mortgaged Property"). The Note, the Security Instrument, that certain Assignment of Leases and Rents executed by Lessee in favor of Lender (as at any time amended, the "Assignment"), and all other documents executed in connection with the Loan are collectively referred to herein as the "Loan Documents" Any terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

AGREEMENTS

NOW THEREFORE, in order to induce Lender to make the Loan to Lessee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor agrees as follows:

1. Lessor hereby confirms the following:

(a) A true, correct and complete copy of the Lease is attached hereto as Exhibit B and the Lease has not been amended except as expressly set forth in Exhibit B. The Lease is in full force and effect and constitutes the entire agreement between Lessor and Lessee with respect to the Leased Premises and the Lease. Lessee has accepted and is occupying the entire premises

demised under the Lease, and all improvements to the Leased Premises required under the Lease to have been performed by Lessor or Lessee have been completed. The Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

(b) The term of the Lease commenced on November 12, 1986 and expires on December 31, 2027. Lessee has no option or other right to extend the term of the Lease beyond December 31, 2027. Lessee has a purchase option with respect to the Leased Premises, which purchase rights are set forth in Section 20 of the Lease.

(c) The current monthly rental is \$1.00. Such rental payment and all other charges that are due and unpaid under the Lease as of the date of this Agreement have been paid, and, with respect to such monthly rental of \$1.00 (the "Base Rent"), the same has been paid in full for the entire term of the Lease. Lessee is also required to pay Additional Rent (as such term is defined in Section 3.02 of the Lease)

(d) There is no agreement relating to the use, occupancy or purchase of the Leased Premises or any other matter relating to the Leased Premises or any part thereof or any interest therein between Lessor and Lessee, except as set forth in the Lease.

(e) Neither Lessor nor Lessee is in default under the Lease, nor does Lessor or Lessee have any knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Lessor or Lessee under the Lease. There are no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or the rents or other charges due thereunder, or any amounts owing under any other agreement. All monetary obligations due under the Lease to date have been fully and currently paid. Lessee has no claim against Lessor for any security, rental, cleaning or other deposits. No controversy presently exists between Lessor and Lessee, including any litigation or arbitration, with respect to the Lease or the Leased Premises.

(f) Lessor is the record owner of the fee interest in the Leased Premises, subject to the Lease. Lessor has not assigned, transferred, sold, encumbered or mortgaged its interest in the Lease, the Leased Premises, or any part thereof except as expressly set forth in Exhibit C and there currently are no mortgages, deeds of trust or other liens or security interests encumbering Lessor's fee interest in the Leased Premises or any part thereof, except as set forth in Exhibit C. No third party has any option, preferential right or right of first refusal to purchase the Leased Premises or any part thereof or Lessor's underlying fee interest. No consent or approval of any third party is required in order for Lessor to deliver this Agreement and to fully perform Lessor's obligations hereunder, in favor of Lender or any other mortgagee in connection with any refinancing of the Security Instrument, which refinancing may be upon such terms and conditions as Lessee may agree in its sole discretion.

(g) To the best knowledge of Lessor, neither Lessor nor Lessee has any offsets or credits against rentals due or payable or to become due or payable under the Lease nor any counterclaims or defenses thereunder.

(h) Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessee's or Lessor's interest in the Leased Premises.

(i) The parties hereto acknowledge that Lender's security interest in the Lease shall extend to Lessee's leasehold estate in the Leased Premises, the improvements thereon, and all of Lessee's personal property located on the Leased Premises, as more fully described in the Loan Documents. Lessor hereby acknowledges such security interest of Lender and agrees that no further notice is required under the Lease. Lessor further agrees that this Agreement shall satisfy any requirement under the Lease regarding requests for notice from Lender. Lessor shall send all notices, statements, information and communications to Lender in accordance with the provisions set forth below.

2. Lessor reaffirms all of its obligations under the Lease with respect to any leasehold mortgages granted by Lessee, including, without limitation, the provisions of Section 18 thereunder.

3. Lessor acknowledges that Lender is the holder of the Security Instrument and Assignment covering the Leased Premises. Lessor hereby consents to the execution, delivery, performance and recordation of the Security Instrument and Assignment. Lessor irrevocably and unconditionally subordinates any and all statutory and possessory liens for rent and any other sums that Lessor may have or assert under the Lease against any of Lessee's assets, to the lien of the Security Instrument and Assignment.

4. Lessor hereby irrevocably and unconditionally subordinates any and all interest, claim or right in and to the collateral described on Exhibit A attached hereto (the "Collateral") however arising, to the lien or security interest of the Lender thereunder and agrees not to foreclose or levy against such Collateral while Lessee is indebted to Lender and waives any claims against Lender based on marshalling of assets or other equitable principles.

5. Lessor agrees that it will not unreasonably withhold, unduly delay or unreasonably condition its consent to any person or entity to which Lender desires to sell or assign or sublet the Leasehold Estate (as defined in the Lease) encumbered by the Security Instrument and Assignment, and the parties agrees that no consent of Lessor shall be required in connection with any assignment of the Security Instrument or the Assignment.

6. In the event that Lender succeeds to the interest of Lessee's Leasehold Estate and provided the Lease or New Lease (as defined in the Lease), as the case may be, is in full force and effect and there are no defaults thereunder, the rights of the Lender (or any nominee of Lender), or any acquirer of Lessee's Leasehold Estate shall not be affected or disturbed by Lessor, nor shall the Lender or such acquirer in any way be deprived of its rights under the Lease or New Lease.

7. Lessor agrees that there shall be no cancellation, surrender, amendment or modification of the Lease without the prior written consent of Lender.

8. Nothing herein contained shall impose any obligation upon Lender as holder of a Security Instrument to perform any of the obligations of Lessee under the Lease except at the times and under the conditions as set forth in the Lease.

9. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby agree that the Lease is hereby amended to add the following Section 23:

23.00 Mortgagee Provisions. The provisions of this Section shall supersede any contrary or inconsistent provisions in this Lease and in the event of any inconsistency between the provisions of this Section and any other provision of this Lease, the provisions of this Section shall govern.

23.01 Tenant's Right to Mortgage Lease; Recognition of Lender as Leasehold Mortgagee. Tenant shall have the absolute right, without seeking the consent or approval of Landlord, to grant a first lien leasehold mortgage or deed of trust, as the case may be (as the same may be amended from time to time, the "Security Instrument"), encumbering Tenant's interest in the demised premises (the "Property") and in this Lease. Landlord hereby recognizes and acknowledges that the first priority leasehold mortgage or deed of trust (as applicable) from Tenant to Barclays Capital Real Estate Inc., a Delaware corporation (together with its successors and assigns, "Lender") constitutes a "Security Instrument" and that Barclays Capital Real Estate Inc. and its successors and assigns constitutes a "Lender" as those terms are defined in this Section. "Lender" as used herein shall mean, at any point in time, the holder of a Security Instrument. "Security Instrument" as used herein shall mean, at any point in time, a first lien leasehold mortgage or deed of trust, as the case may be (as the same may be amended from time to time), encumbering Tenant's interest in the Property and this Lease. Lender intends to extend a loan (the "Loan") to Tenant to be evidenced by that certain Promissory Note made by Tenant and payable to the order of Lender (as at any time amended, the "Note"). The Note, the Security Instrument and all other documents executed in connection with the Loan are collectively referred to herein as the "Loan Documents."

23.02 Right to Perform for Tenant; Right to Cure. In addition to the rights provided in Section 18 of this Lease, Landlord acknowledges and agrees that Lender shall have the right to perform or comply with any term, covenant, condition or agreement to be performed by Tenant under this Lease and Landlord shall accept such performance or compliance by Lender with the same force and effect as if furnished by Tenant. In the event of a monetary default by Tenant under this Lease and prior to any termination of this Lease by Landlord, Landlord acknowledges and agrees that Landlord shall provide Lender with notice of the same and Lender shall have the right (but not the obligation) to remedy such monetary default by paying any past due amounts under this Lease (and without regard to any acceleration of rent) within the same period of time as Tenant has under this Lease, plus an additional sixty (60) days. In the event of a non-monetary default by Tenant hereunder and prior to any termination of this Lease

by Landlord, Landlord acknowledges and agrees that Landlord shall provide Lender with notice of the same and Lender shall have the right (but not the obligation) to remedy or cause to be remedied any such non-monetary default within the same period of time as Tenant has under this Lease, plus such additional time as Lender reasonably requires to remedy or cause to be remedied such non-monetary default. Landlord agrees that Landlord shall not terminate this Lease in connection with any such non-monetary default which Lender has elected to remedy or cause to be remedied so long as Lender attempts to remedy such default with diligence toward completion. Further, Landlord is prohibiting from terminating the Lease for any non-curable defaults.

- 23.04 Lender's Consent. Neither Landlord nor Tenant will amend, modify, terminate, cancel or surrender this Lease without Lender's prior written consent, and unless such prior written consent is obtained, any such action shall be null and void and of no force or effect.
- 23.05 Delivery of Notices. Landlord shall simultaneously deliver to Lender copies of all notices, statements, information and communications delivered or required to be delivered to 'tenant pursuant to this Lease, including, without limitation, any notice of any default by Tenant. In addition, Landlord shall promptly notify Lender in writing of any failure by Tenant to perform any of Tenant's obligations under this Lease. No notice, statement, information, modification, termination or communication given by Landlord to Tenant shall be binding or affect Lender unless a copy of the same shall have simultaneously been delivered to Lender. All notices to Lender shall be addressed as follows: Barclays Capital Real Estate inc., 200 Park Avenue, New York, New York 10166, Attn: Lori Rung, or at such other address as Lender shall provide in writing to the other parties hereto and shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered (as evidenced by the receipt) or the first attempted delivery on a business day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a business day.
- 23.06 Lender Not Obligated Under Lease: Permitted Transfers. Unless and until Lender acquires title to the leasehold estate created by this Lease, Landlord hereby acknowledges that the granting of the Security Instrument by Tenant to Lender shall not be deemed to constitute a present assignment or transfer of this Lease or Tenant's leasehold estate in the Property, nor shall Lender be deemed to be a present assignee or transferee of this Lease or Tenant's leasehold estate, so as to require Lender under any circumstances to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed thereunder unless Lender elects to do so in its sole discretion. Notwithstanding the foregoing, the purchaser of Tenant's leasehold estate pursuant to any proceedings for the

foreclosure of the Security Instrument (including, without limitation, power of sale) and any assignee or transferee of this Lease and the leasehold estate thereby created under any instrument of assignment or transfer in lieu of the foreclosure (whether to Lender or any third party) shall be deemed to be a permitted purchaser, assignee or transferee (each a "Permitted Transferee") under this Lease and neither Tenant nor any Permitted Transferee shall be required to obtain Landlord's consent to such sale, assignment or transfer (each a "Permitted Transfer"). In acquiring title to this Lease and the leasehold estate created thereby, a Permitted Transferee shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed under this Lease from and after the date of such Permitted Transfer (but not for any obligations or liabilities accruing prior to such date), and such Permitted Transferee shall be liable for the obligations and liabilities of the Tenant under this Lease only for so long as such Permitted Transferee remains the owner of this Lease and the leasehold estate created thereby. Any further sale, assignment or transfer of this Lease by a Permitted Transferee shall not require the consent of Landlord, and such Permitted Transferee shall have no further obligations or liabilities under this Lease after any new purchaser, transferee or assignee has assumed the obligations of such Permitted Transferee under this Lease.

- 23.07 Landlord's Mortgages. Landlord shall not permit any liens or security interests to exist on the fee interest in the Property and, if any of the same at any time exist, the same shall be subordinate to this Lease and any Security Instrument.
- 23.08 Casualty and Insurance Proceeds. So long as the indebtedness or any part thereof evidenced by the Note remains outstanding and unpaid and the Security Instrument remains of record, Landlord and Tenant agree that: (a) this Lease shall not terminate or be cancelled without Lender's prior consent if the Property or any part thereof has been damaged or destroyed by fire or other casualty; (b) the insurance policies required to be maintained pursuant to this Lease shall name Lender as an additional named insured and loss payee/mortgagee; (c) the form of such policies and amounts thereof shall at all times comply with the requirements of the Security Instrument; (d) Lender shall be entitled, at Lender's option, to participate in any adjustment, settlement or compromise with respect to any insurance claim; and (e) all proceeds of such insurance policies shall be payable first to Lender as loss payee to be applied by Lender in accordance with the terms of the Security Instrument or other applicable Loan Documents. Landlord hereby subordinates any right it may have under this Lease to receive such proceeds to protect Lender's right to receive such proceeds.
- 23.09 Condemnation and Condemnation Proceeds. So long as the indebtedness or any part thereof evidenced by the Note remains outstanding and unpaid and the Security Instrument remains of record, Landlord and Tenant agree that: (a) this Lease shall not terminate or be cancelled without Lender's prior consent or unless required by law if all or any part of the Property shall be taken or condemned pursuant to an eminent domain proceeding; and (b) any and all awards payable to

Landlord or Tenant in connection with any taking or condemnation shall be payable to Lender and disbursed as follows: (i) first, to Lender for the greater of (a) the value of the leasehold estate created by this Lease and the value of the improvements located on the Property up to an amount equaling the outstanding principal balance of any loan secured by the Security Instrument, and any interest accrued thereon, or (b) the outstanding balance of the loan secured by the Security Instrument, and (ii) second, to Landlord and Tenant in accordance with the terms of this Lease. Without limitation of the foregoing, Lender shall have the right to apply its portion of the condemnation proceeds in accordance with the terms of the Security Instrument or other applicable Loan Documents and shall be entitled, at its option, to participate in any compromise, settlement or adjustment with respect to any condemnation or taking of the Property.

- 23.10 New Direct Lease. If this Lease is cancelled or terminated for any reason (except in connection with bankruptcy proceedings, for which the provisions of Section 23.12 are hereby agreed upon by Landlord and Tenant), Landlord hereby agrees that Landlord shall, upon Lender's written election, promptly enter in a new, direct lease with Lender (or its nominee or any other party which Lender may designate, including without limitation, Tenant) demising the Property on the same terms and conditions as this Lease, it being the intention of the parties to preserve this Lease and leasehold estate created by this Lease for the benefit of Lender without interruption. Such new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of the new lease and shall be free of any and all rights of Tenant under this Lease.
- 23.11 Encumbrance of New Direct Lease. Tenant and Landlord acknowledge and agree that Lender shall have the right to encumber such new direct lease and the estate created thereby with a deed of trust or a mortgage (as the case may be) on the same terms and with the same lien priority as the Security Instrument, it being the intention of the parties to preserve the priority of the Security Instrument, this Lease and the leasehold estate created by this Lease for the benefit of Lender without interruption. If this Lease is rejected, cancelled or terminated for any reason and Lender, its nominee or designee enters into a direct lease with Landlord demising the Property, Landlord hereby agrees that it will execute such documents as Lender may require in order to ensure that the new direct lease provides for customary leasehold mortgagee protections, including, without limitation, protections similar to those contained herein and elsewhere in this Lease.
- 23.12 Bankruptcy. In the event of any proceeding involving Landlord or Tenant under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:
- (a) If this Lease is rejected in connection with a bankruptcy proceeding by Tenant or a trustee in bankruptcy (or other party to such proceeding) for Tenant, such rejection shall be deemed an assignment by Tenant to the Lender of the Property and all of Tenant's interest under this Lease, and this Lease shall not terminate

and the Lender shall have all rights of the Tenant as if such bankruptcy proceeding had not occurred, unless Lender shall reject such deemed assignment by notice in writing to Landlord within thirty (30) days following rejection of this Lease by Tenant or Tenant's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Tenant or the trustee in connection with any such proceeding, the rights of Lender to a new lease from Landlord pursuant to Section 23.10 hereof shall not be affected thereby.

- (b) In the event of a proceeding involving Landlord under the Bankruptcy Code:
- (i) In the event the bankruptcy trustee, Landlord (as debtor-in-possession) or any party to such proceeding seeks to reject this Lease pursuant to United States Bankruptcy Code §365(h)(1), Tenant shall not have the right to treat this Lease as terminated except with the prior written consent of Lender and the right to treat this Lease as terminated in such event shall be deemed assigned to Lender, whether or not specifically set forth in the Security Instrument, so that the concurrence in writing of Tenant and the Lender shall be required as a condition to treating this Lease as terminated in connection with such proceeding.
 - (ii) Unless this Lease is treated as terminated in accordance with subsection 23.12(b)(i) above, then this Lease shall continue in effect upon all the terms and conditions set forth herein, including rent, but excluding requirements that are not then applicable or pertinent to the remainder of the term of this Lease. Thereafter, Tenant or its successors shall be entitled to any offsets against rent payable under this Lease for the balance of the term of this Lease or extension of this Lease, the value of any damage caused by the nonperformance after the date of such rejection of any obligation of the debtor under this Lease and any damages arising from such bankruptcy and any such offset shall not be deemed a default under this Lease. The lien of the Security Instrument shall extend to the continuing possessory rights of Tenant following such rejection with the same priority as it would have enjoyed had such rejection not taken place.
- 23.13 No Merger. In the event the ownership of the fee and leasehold interest of the Property become vested in the same person or entity, other than as a result of termination of this Lease, then as long as the Security Instrument shall remain outstanding, such occurrence shall not result in a merger of title. Rather, this Lease and the Security Instrument lien thereon shall remain in full force and effect.
- 23.14 Assignment of Extension/Purchase Rights. Tenant hereby assigns to Lender and grants Lender a security interest in all extension, renewal and/or purchase rights under this Lease. Landlord consents to such assignment and agrees that Lender

may exercise such extension, renewal and/or purchase rights at its election in accordance with the terms of this Lease.

23.15 Subordination of Option to Purchase. Landlord and Tenant hereby subordinate the Tenant's option to purchase the Property in Section 20 of this Lease to the Security Instrument and other Loan Documents.

23.16 Assignment and Subletting of Property by Lender. Notwithstanding any provisions of the Lease to the contrary, following a foreclosure of the Security Instrument (or deed in lieu thereof) and the acquisition of the leasehold interest, Lender or its assignee or transferee may (i) assign or convey the leasehold interest without obtaining Lessor's prior approval or consent, and (ii) sublet any part or all of the Property without obtaining Lessor's prior approval or consent.

10. This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the state in which the Leased Premises is located (without giving effect to such state's principles of conflicts of law). This Agreement shall be binding upon and shall inure to the benefit of Lessor, Lender and Lessee and each of their respective successors and assigns and any holder or beneficiary of the Security Instrument. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original. At Lender's option, this Agreement (or a memorandum hereof) shall be recorded in the public land records of the jurisdiction in which the Leased Premises is located. The rights of Lender hereunder are in addition to the rights of Lender granted in the Security Instrument and/or the Lease and shall not be in derogation thereof. All agreements and covenants contained herein are severable and if any one of them is held to be invalid, then this Agreement shall be interpreted as if such invalid provisions were not contained herein. To the extent terms in this Agreement conflict with the terms of the Lease, the terms of this Agreement shall control. No consent or approval of any third party is required in order for Lessor to deliver this Agreement and to perform fully its obligations hereunder.

11. Lessor has executed this Agreement for the purpose of inducing Lender to make the Loan and with full knowledge that Lender shall rely upon the representations, warranties, covenants and agreements herein contained when making the Loan to Lessee and that, but for this instrument and the representations, warranties, covenants and agreements herein contained, Lender would not take such actions.

12. Lender may, without affecting the validity of this Agreement, extend the time for payment of the Loan or alter the terms and conditions of any agreement between Lessee and Lender, including, but not limited to, the Note and the Security Instrument, without the consent of, or notice to, Lessor and without in any manner impairing or otherwise affecting Lender's rights under this Agreement.

13. Lessor represents that persons executing this Agreement are authorized to do so.

14. The parties agree that Section 15.00 of the Lease shall survive any termination of the Lease, that Lender and its successors and assigns and any owner and future owner of the real estate upon which Jumer's Chateau was constructed (the "Adjoining Party") shall be third party beneficiaries of the covenants of such Section 15.00 and, to the extent set forth in such Section 15.00, Lessor agrees to promptly enter into such reciprocal easement declarations and amendments thereto as Lender and/or any such owner of the Adjoining Property, and their respective successors and assigns, may from time to time reasonably require.

Dated as of the _____ day of _____, 2006.

LESSOR:

CITY OF BLOOMINGTON

By: Todd Greenburg
Title: Corporation Counsel

LESSEE:

BLOOMINGTON CHATEAU
PARTNERS, LLC.
An Illinois limited liability company

By: James P. Rix, Manager

LENDER:

BARCLAYS CAPITAL REAL ESTATE
INC.,
A Delaware Corporation

By:
Title:

**EXHIBIT A
TO ESTOPPEL CERTIFICATE AND CONSENT AGREEMENT**

Collateral Description

All of Lessee's inventory, chattel paper, accounts, equipment, general intangibles, furniture and all of the Lessee's fixtures now or hereafter affixed to the real property described as the Leased Premises, with all additions and attachments thereto.

All of the Lessee's interest in certain real estate and improvements thereon described in the following leases: City of Bloomington Conference Center Lease Agreement dated November 12, 1986 between the City of Bloomington, as lessor and Lessee, as successor in interest to Jumer's of Bloomington, Inc., as lessee, as such Lease may be amended from time to time.

Motion by Alderman Schmidt, seconded by Alderman Gibson that the Estoppel Certificate, Consent and Amendment Agreement between City of Bloomington as Lessor, Bloomington Chateau Partners LLC as Lessee, and Barclays Capital Real Estate, Inc. as Lender be approved, and the Corporation Counsel be authorized to execute the necessary documents.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Resolutions to Return Previously Ceded Private Activity Bond Volume Cap for the Year 2006 and to Cede the Cap to Habitat for Humanity, Mid Central Community Action and Clayton Jefferson LLC

The Internal Revenue Code permits the City, as an Illinois Home Rule Municipality, to issue private activity bonds which are capped at the rate of \$80.00 per capita per year (for population based on 69,282). The City has a volume cap of \$5,542,560 for calendar year 2006. Originally, on April 10, 2006, the City ceded over its private activity bond volume cap to the Illinois Housing Development Authority for participation by first-time homebuyers in the Mortgage Revenue Bond Program (MRB) and the Mortgage Credit Certificate (MCC) Program.

Historically, these programs have taken 2-3 years to exhaust one entire year's allocation of bonds. Therefore, the rescission of the cap for 2006 will not greatly affect the continued opportunity for participation in the MRB or MCC programs. Additionally, there is a statewide MRB and MCC pool available for local lenders/home buyers to access. Please note, that first time homebuyers participating in the MRB and/or MCC program may have an annual gross income of up to 110% of the area median income.

This memo proposes to rescind the ceded private activity bond volume cap from the Illinois Housing Development Authority and to reauthorize the ceding of the bond volume cap to three (3) local projects whose goal is to work cooperatively to help local low income families and individuals (those households whose incomes do not exceed 80% of the area median income) reach self sufficiency. The three (3) local developers (Habitat for Humanity, Mid Central Community Action and Clayton Jefferson LLC) propose to use the volume cap for land acquisition, development, construction, and management of single-family and/or multi-family residential affordable housing development projects.

Staff respectfully recommends that Council approve the attached Resolutions authorizing 1.) the return and acceptance of previously ceded private activity bond volume cap for the year 2006 from the Illinois Housing Development Authority and 2.) the allocation of the private activity bond volume cap for the year 2006 to Habitat for Humanity of McLean County, Mid Central Community Action, and Clayton Jefferson LLC.

Respectfully,

Mark Huber
Director, PACE

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 151

A RESOLUTION AUTHORIZING THE RETURN AND ACCEPTANCE OF PREVIOUSLY CEDED PRIVATE ACTIVITY BOND VOLUME CAP FOR THE YEAR 2006 FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY

WHEREAS the City Council of Bloomington, Illinois on April 10, 2006 passed Resolution No. 2006-54 ceding \$5,542,560.00 of private activity bond allocation for Calendar Year 2006 to the Illinois Housing Development Authority for their use in the establishment and/or maintenance of the Mortgage Credit Certificate Program to help first-time home buyers purchase a home pursuant to Section 25 of the Internal Revenue Code of 1986, as amended, and the Mortgage Revenue Bond Program pursuant to Section 143 of the Code to assist first time home buyers to purchase homes in the City; and

WHEREAS the City Council of Bloomington, Illinois seeks to help local families and individuals reach self sufficiency; and

WHEREAS the City Council of Bloomington, Illinois is willing to assist local housing agencies (the "Local Agencies") and including other developers (the "Developers") whose goal is to work cooperatively to help local families and individuals reach self sufficiency; therefore

NOW THEREFORE BE IT RESOLVED by the City Council of Bloomington, Illinois; as follows:

Section 1: That pursuant to arrangements made or to be made by Developers, the City hereby authorizes the acceptance of the return of \$5,542,560.00 of its previously ceded private activity bond volume cap allocation for Calendar Year 2006 from the Illinois Housing Development Authority.

Section 2: That pursuant to arrangements made or to be made by Developers, the City Manager is authorized to execute a letter of Agreement with the Illinois Housing Development Authority consenting to such return of the previously ceded reallocation on behalf of the City as authorized hereby. The City makes no representation that any cap reallocation can or will be

obtained or if obtained is sufficient, a risk of which Local Agencies and Developers by the City's adoption of this Resolution assents.

Section 3: The City, with documentation provided by the Local Agencies and Developers, shall provide notice of the return of the previously ceded reallocation to the Office of the Governor. All actions under this Resolution shall be Local Agencies and Developers cost and expense and pursuant to documentation prepared by or on behalf of the Local Agencies and Developers and acceptable to the City in its sole discretion.

Section 4: This Resolution shall be effective from and after its adoption and approval.

ADOPTED this 27th day of November, 2006.

APPROVED this 28th ay of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

RESOLUTION NO. 2006 - 152

A RESOLUTION AUTHORIZING THE ALLOCATION OF THE PRIVATE ACTIVITY BOND VOLUME CAP FOR THE YEAR 2006 TO HABITAT FOR HUMANITY OF MCLEAN COUNTY, MID CENTRAL COMMUNITY ACTION, AND CLAYTON JEFFERSON LLC

WHEREAS the City Council of Bloomington, Illinois seeks to help local families and individuals reach self sufficiency; and

WHEREAS the City Council of Bloomington, Illinois is willing to assist local housing agencies (the "Local Agencies") and including other developers (the "Developers") whose goal is to work cooperatively to help local families and individuals reach self sufficiency; and

NOW THEREFORE BE IT RESOLVED by the City Council of Bloomington, Illinois; as follows:

Section 1: That the City hereby allocates in equal amounts to Habitat for Humanity of McLean County, Mid Central Community Action, and Clayton Jefferson LLC \$5,542,560.00 private activity bond allocation for Calendar Year 2006, said volume cap to be used for land

acquisition, development, construction, and/or management of single and multi-family residential affordable housing development projects.

Section 2: That the City Manager is authorized to execute a letter of Agreement with the Local Agencies and Developers consenting to such allocation on behalf of City as authorized hereby.

Section 3: The City Manager is authorized and directed to maintain a record of such allocation for the term of the bond issued pursuant to such allocation.

Section 4: The City Manager shall provide a notice of such allocation to the Office of the Governor.

Section 5: This Resolution shall be effective from and after its passage.

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

November 27, 2006

1163

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Permission to hire Mr. Jason Michalski

The Water Department is seeking permission to hire Mr. Jason Michalski to work in the Water Department as a meter reader.

Section 2.2-3 of the Personnel Code prohibits the hiring of relatives of a department head unless specifically approved by a Resolution passed by Council. Mr. Michalski is the stepson of Vehicle Maintenance Director, Mr. Dan Augustin. Mr. Michalski has been working in the Water Department since the spring of 2006. Prior to that time, Mr. Michalski worked in various seasonal employment capacities for the City in the Parks and Recreation Department and as well as in the Public Service Department. It should be noted that while working in all previous seasonal positions, Mr. Michalski's stepfather, Mr. Augustin, was not a department head. Mr. Augustin was promoted to that position in 2006.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 153

A RESOLUTION APPROVING THE HIRING OF JASON MICHALSKI

WHEREAS, Jason Michalski, the stepson of Vehicle Maintenance Director, Dan Augustin, has applied for a fulltime position in the Water Department as a Meter Reader.

WHEREAS, City policy states as follows regarding the hiring of persons related to City officials:

Relatives to the second degree of kinship (aunts, uncles, cousins): by birth, marriage or adoption, of any elected official or Department Head will not be hired unless the City Council approves the hiring, without the vote of the related elected official; and

WHEREAS, the Director of Water Department has recommended the hiring of Jason Michalski:

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

That the hiring of Jason Michalski as a meter reader in the Water Department of the City of Bloomington be authorized.

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Schmidt, seconded by Alderman Gibson that Resolution be adopted.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ordinance Prepared by the City of Bloomington, Illinois, a Municipal Corporation, Pertaining to Amendments to the Text of Bloomington City Code, Chapter 38 (Streets, Sidewalks, and Other Public Ways)

The Department of Engineering is proposing revisions to the text of Chapter 38 of Bloomington City Code (Streets, Sidewalks, and Other Public Ways). The proposed revisions are to Section 78 (Street Closure Permits), paragraph (a)(2) and paragraph (b)(2). The changes revise the rules for obstructing the public right-of-way, usually invoked to place dumpsters or allow construction related activities on public streets. The changes are summarized as follows:

<u>Obstructed Location</u>	<u>Fee Schedule</u>	<u>Permit Period</u>
Sidewalk, Parkway, or Parking Lane	\$15/permit \$25/permit	< 2 weeks
	\$25/permit \$50/permit	2 weeks - one month *
Traffic Lane	\$15/day \$10/day **	<1 year < 30 days *

* No permits for > 30 days in the Central Business District without the permission of the Downtown Traffic Committee, or > 30 days outside the Central Business District without the permission of the Director of Engineering.

** Eliminated the maximum charge of \$60/month

Staff respectfully recommends that Council pass an Ordinance approving the proposed changes to the text of Bloomington City Code, Chapter 38 (Streets, Sidewalks, and Other Public Ways).

Respectfully,

Douglas G. Grovesteen
Engineering Director

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 130**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 38**

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

SECTION 1. That Bloomington City Code Chapter 38, Section 78 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) Permit to Obstruct Sidewalk, Parkway, and/or Parking Lane.

(1) Any persons, contractors, utilities or other agencies desiring to occupy or otherwise obstruct any portion of a sidewalk, parkway, alley or parking lane located on public right-of-way shall first obtain a permit from the Engineering Department before obstructing said area. This permit shall state the location and nature of the obstruction, the amount of public right-of-way to be occupied, and the length of time to be occupied. All permits issued for this purpose must be obtained 24 hours in advance of the anticipated placement of any materials or obstructions in the permit area. The permit shall include an obligation on the part of the applicant to observe the Code of the City in relation thereto and to protect the City from any liability to any person or persons on account of accident or damage arising from said occupied space and to restore the area to its original condition immediately upon the expiration of the period granted in said permit.

(2) Permit Time Limits and Fees. The City shall charge a permit fee for each permit issued. The permit fee shall be based on the length of time the obstruction is to remain. A permit fee of ~~\$15.00~~ \$25.00 shall be charged for each permit issued for a period of up to two (2) weeks. If the obstruction is to remain for a period of more than two (2) weeks, but less than ~~three (3) months~~ one (1) month, a permit fee of ~~\$25.00~~ \$50.00 will be charged. No permit shall be issued for more than a ~~three (3)~~ one (1) month period, without prior permission from the Downtown Traffic Committee (DTC) or the Director of Engineering for areas outside of the Downtown Area.

All sidewalks, parkways, or parking lanes which are obstructed for other than short Periods of time shall require a permit as described in this Section. If any persons, contractors, utilities or other agencies obstruct any of these areas on public right-of-way without said permit the Engineering Department shall be empowered to charge a permit fee of double the normal permit fee for the appropriate type of permit.

(3) General Traffic Control Regulations. All permits issued under this section shall include provisions for public protection based on work site circumstances. The requirements, standards, and methods of application for traffic control in all permit areas shall conform to the Illinois Manual on Uniform Traffic Control Devices.

Only traffic control devices and applications approved in this manual will be allowed in use within the City of Bloomington. Any variance from these standards without prior permission

from the Engineering Department shall be considered a violation of permit conditions and may result in penalties as described in Section 63.

(b) Permit to Obstruct Traffic Lane.

(1) Any persons, contractors, utilities or other agencies desiring to occupy or otherwise obstruct any portion of a traffic lane or lanes located on a public street shall first obtain a permit from the Engineering Department before obstructing said area. This permit shall state the location and nature of the obstruction, the amount of public right-of-way to be occupied and the length of time to be occupied. All permits issued for this purpose must be obtained 24 hours in advance of the anticipated placement of any materials or obstructions in the permit area. The permit shall include an obligation on the part of the applicant to observe the Code of the City in relation thereto and to protect the City from any liability to any person or persons on account of accidental damage arising from said occupied space and to restore the area to its original condition immediately upon the expiration of the period granted in said permit. This type of permit may be written to include the obstruction of sidewalks, parkways and parking lane at no additional fee.

(2) Permit Time Limits and Fees. The City shall charge a permit fee for each permit issued. The permit fee shall be based on the length of time the obstruction is to remain. A permit fee of ~~\$15.00~~ \$10.00 per day shall be charged for each permit ~~not to exceed \$60.00 per month~~. All traffic lanes which are obstructed for other than short periods of time shall require a permit as described in this Section. If any persons, contractors, utilities or other agencies obstruct a traffic lane or part of any traffic lane on City right-of-way without said permit, the Engineering Department shall be empowered to charge a permit fee of ~~\$30.00~~ \$20.00 per day ~~not to exceed \$120.00/month~~. There is a one (1) fiscal year limit on this permit period. No Permit shall be issued for more than a 30 day period without prior permission from the Downtown Traffic Committee (DTC) or the Director of Engineering for areas outside of the Downtown area.

(3) General Traffic Control Regulations. All permits issued under this Section shall include provisions for public protection based on work site circumstances. The requirement standards and methods of application for traffic control in all permit areas shall conform to the Illinois Manual on Uniform Traffic Control Devices. Only traffic control devices and applications approved in this Manual will be allowed in use within the City of Bloomington. Any variance from these standards without prior permission from the Engineering department shall be considered a violation of permit conditions and may result in penalties as described in Section 63.

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

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

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

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

PASSED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Revising Chapter 29, Traffic Code

On a periodic basis, the Engineering Department's staff reviews the traffic control devices and parking regulations for City streets. The proposed Ordinance makes various changes in Chapter 29 which permit the City to post signs making various changes in the traffic and parking regulations on city streets. Staff respectfully recommends that Council approve the Text Amendment and that the Ordinance be passed.

November 27, 2006

1169

Respectfully,

J. Todd Greenburg
Corporation Counsel

Doug Grovesteen
Director of Engineering

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 131

**AN ORDINANCE ADDING BLOOMINGTON CITY CODE CHAPTER 29
BY MAKING PERIODIC REVISIONS THERETO**

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

SECTION 1. Bloomington City Code Chapter 29, Section 78, under the heading Class II Truck Route shall be and the same is hereby amended by correcting and adding the following:

Euclid – Washington to ~~Olive~~ Oakland
 Ireland Grove – Veterans to 2100 East
 Lafayette – Center to Morrissey
 Hamilton – Morrissey to Hershey
 Oakland – Euclid to Landfill Entrance

SECTION 2. Bloomington City Code Chapter 29, Section 133, shall be and the same is hereby amended by correcting and adding the following:

No person shall drive or permit to be driven a motor vehicle having a total gross weight in excess of those shown herein over or across the following streets, ~~except for the purpose of loading or unloading on property abutting said street:~~

High from Lafayette to Hazel: 8 tons (~~Feb. 1 – May 1~~) (Jan. 15 – April 15)
 Fox Creek from Stonehedges to Scottsdale: 10 tons (Jan. 15 – April 15)
 Fox Creek from Stonehedges to Scottsdale: 2 Axle – 13 Tons (April 15 – Jan. 15)
 Fox Creek from Stonehedges to Scottsdale: 3 Axle – 18 Tons (April 15 – Jan. 15)
 Fox Creek from Stonehedges to Scottsdale: 5 Axle – 23 Tons (April 15 – Jan. 15)

SECTION 3. Bloomington City Code Chapter 29, Section 141, under the heading Left Turn Prohibited shall be and the same is hereby amended by adding the following:

Dairy Queens west drive onto RT Dunn

SECTION 4. Bloomington City Code Chapter 29, Section 141, under the heading Left Turn Permitted on Arrow Only shall be and the same is hereby amended by adding the following:

Veterans, northbound and southbound at Fox Creek/Hamilton

SECTION 5. Bloomington City Code Chapter 29, Section 142, under the heading Streets shall be and the same is hereby amended by adding the following:

Alley bounded by Linden, Walnut, Eugene, and Empire - Westbound

SECTION 6. Bloomington City Code Chapter 29, Section 144, shall be and the same is hereby amended by adding the following:

Airport - College

SECTION 7. Bloomington City Code Chapter 29, Section 145(a), shall be and the same is hereby amended by deleting the following:

Lee - Olive

SECTION 8. Bloomington City Code Chapter 29, Section 145(c) shall be and the same is hereby amended by deleting the following:

College Stops for Airport

SECTION 9. Bloomington City Code Chapter 29, Section 145(c), shall be and the same is hereby amended by adding the following:

Olive Stops for Lee

SECTION 10. Bloomington City Code Chapter 29, Section 145(d) shall be and the same is hereby amended by deleting the following:

Allin Stops for Jefferson

SECTION 11. Bloomington City Code Chapter 29, Section 145(d) be and the same is hereby by adding the following:

Bainbridge Stops for Rutherford
Coventry Stops for Country
Country Stops for Morningside
Dodge Stops for Country
Jefferson Stops for Allin
Mockingbird Stops for Morningside
Woodbury Stops for Miller

SECTION 12. Bloomington City Code Chapter 29, Section 145(e) shall be and the same is hereby amended by deleting the following:

Country Lane Yields for Morningside
Coventry Yields for Country
Dodge Yields for Country Lane
Mockingbird Yields for Morningside

SECTION 13. Bloomington City Code Chapter 29, Section 148, under the heading At All Times shall be and the same is hereby amended by deleting the following:

Olive, on the south side, from 88' to 158' west of the west line of Prairie

SECTION 14. Bloomington City Code Chapter 29, Section 149 shall be and the same is hereby amended by deleting the following:

Euclid on the east side from GM&O R.R. to Grove
 Euclid on the east side from Olive to a point 100' north
 Euclid on the east side from Olive to a point 40' south
 Euclid on the west side from Washington to 150' south of Olive
 Roosevelt on the east side from 24' north to 18' south of the south line of Grove

SECTION 15. Bloomington City Code Chapter 29, Section 149, shall be and the same is hereby amended by adding and correcting the following:

Euclid on both sides Washington to Oakland
 Front on the south side from the drive to 403 E. Front to a point 25' east
 Heatherhill on both sides except in front of 706, 708, 710, 712
 Lee on the west side from Front to 130' south
 Lee on both sides Taylor to Grove
 McGraw on the north side from the easternmost drive to 2708 west to Eldorado
 Roosevelt on the east side from Olive to ~~400'~~ 90' north
 Roosevelt on the west side from Olive north to and including the cul de sac

SECTION 16. Bloomington City Code Chapter 29, Section 153(a), shall be and the same is hereby amended by adding the following:

Allin on the east side 40' to 60' south of Walnut
 Oak on the east side from 1004 N. Oak

SECTION 17. Bloomington City Code Chapter 29, Section 153(b), shall be and the same is hereby amended by adding the following:

Coliseum Garage – 9 spaces, 3 on each floor

SECTION 18. Bloomington City Code Chapter 29, Section 154(b), under the heading Monday through Friday, 2 Hour Time Limit, 7:00 a.m. to 6:00 p.m. shall be and the same is hereby amended by adding and correcting the following:

Major Butler Parking Lot – North Half
 Roosevelt on the east side from ~~Grove to Olive~~ 90' to 175' north of Olive

SECTION 19. Bloomington City Code Chapter 29, Section 154(b), under the heading 30 Minute Time Limit, 7:00 a.m. to 6:00 p.m. shall be and the same is hereby amended by adding the following:

Center on the west side from 30' to 50' north of Jefferson

SECTION 20. Bloomington City Code Chapter 29, Section 154(b), under the heading Monday through Friday, 90 Minute Time Limit, 7:00 a.m. to 6:00 p.m. shall be and the same is hereby amended by adding the following:

Lee on the east side from Front to 120' south

SECTION 21. Bloomington City Code Chapter 29, Section 201(d), shall be and the same is hereby amended by correcting the following:

Cottage – ~~Forrest~~ Seminary to Blackstone

SECTION 22. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 23. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 24. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 25. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

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

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of 2006 Tax Levy

Staff respectfully recommends approval of the proposed 2006 Tax Levy of \$19,778,090.

Attached is the recommended 2006 Tax Levy of \$19,778,090 which is a 4.41% increase over the 2005 extension of \$18,941,916. With a few minor changes, this proposed levy has the same bottom line as was presented to Council at the October 9th Council Session. The increase in the levy is comprised mainly from 29% increase to the IMRF levy, an 11% increase to the Social Security levy, and prudent smaller increases to several other levies. The portion of the levy that falls under Truth in Taxation requirements is increasing 4.99%. This is below the 5.00% threshold that requires a public notice and hearing, so we do not need to have a public hearing and required public notice. The recommended levy is based on a projected Equalized Assessed Valuation growth of 3.50% as recommended by the Assessor's Office. This growth rate would yield an estimated 2006 levy EAV of \$1,541,447,858 as compared to the 2005 EAV of \$1,489,321,602. The 2006 taxes should result in a City tax rate of approximately \$1.00893 per \$100 of EAV. The increase in the Library levy should result in a Library tax rate of approximately \$0.27415 per \$100 of EAV. The 2006 rate including both the City and the Library should be up slightly \$0.01124 or 0.88%, but this depends on how closely the actual EAV comes in to the projection.

The following is a comparison of the 2006 recommended levy to the 2005 extension.

	Extension Levy		
	<u>2005</u>	<u>2006</u>	<u>% Increase</u>
General Corporate	\$2,898,518	\$2,983,158	2.92
Police Protection	1,216,925	1,277,771	5.00
Fire Protection	1,216,756	1,277,594	5.00
Public Parks	912,209	957,819	5.00
IMRF Fund	1,237,626	1,597,351	29.07
Social Security Fund	1,221,988	1,361,423	11.41
Fire Pension Fund	1,726,124	1,772,416	2.68
Police Pension Fund	1,826,802	1,889,809	3.45
Judgment Fund	333,757	150,000	-55.06
Public Library Fund	4,063,465	4,225,920	4.00
Public Benefit Fund	155,038	155,000	-0.02
Audit Fund	75,955	79,753	5.00

November 27, 2006

1175

Truth in Taxation Subtotal	16,885,163	17,728,014	4.99
1991 S.E. Improvement Bonds	695,000	695,000	0.00
1993 Improvement Bonds	393,663	0	-100.00
1996 Police Facility Bonds	517,220	905,965	75.16
2001 Refinancing Issue	84,682	82,923	- 2.08
2003 Capital Impv. Issue	366,188	366,188	0.00
Debt Service Subtotal	2,056,753	2,050,076	- 0.32
Total Tax Levy	18,941,916	19,778,090	4.41

We respectfully recommend the passage of the 2006 Tax Levy of \$19,778,090.

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 132**AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2006 AND ENDING APRIL 30 2007 FOR THE CITY OF BLOOMINGTON**

Be it ordained by the City Council of the City of Bloomington, Illinois:

Section One. (a) The sum of Nineteen Million Seven Hundred Seventy-eight Thousand Two Hundred and Ninety dollars (\$19,778,090) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2006 and ending April 30, 2007, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, Judgment Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2006 and ending April 30, 2007 as passed by the City Council of said City at its regular meeting held on the 10th of April, 2006, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MC LEAN COUNTY, ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2006 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I.	General Corporate Purposes	\$2,983,158
II.	Police Protection Fund	1,277,771
III.	Fire Protection Fund	1,277,594
IV.	Public Parks	957,819
V.	Fire Pension Fund	1,772,416
VI.	Illinois Municipal Retirement Fund	1,597,351
VI-A.	FICA Taxes Fund	1,361,423
VII.	Judgment Fund	150,000
VIII.	Police Pension Fund	1,889,809
IX.	Public Benefit Fund	155,000
X.	General Bond and Interest	2,050,076
XI.	Public Library Fund	4,225,920
XII.	Audit Fund	<u>79,753</u>
		\$19,778,090

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2006 and ending April 30, 2007.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$19,778,090.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

Approved:

Stephen F. Stockton
Mayor

Attest:

Tracey Covert
City Clerk

Passed by the City Council of the City of Bloomington, Illinois, this 27th day of November, 2006.

Approved by the Mayor of the City of Bloomington, Illinois, this 28th day of November, 2006.

Recorded this 27th day of November, 2006.

CERTIFICATE OF COMPLIANCE
TRUTH IN TAXATION

I, Steve Stockton, the duly qualified Mayor of the City of Bloomington, McLean County, Illinois, and the presiding officer of the City Council of said City, do hereby certify that the 2006 tax levy of said City attached hereto was adopted in full compliance with the provisions of Sections 4 through 7 of the Illinois "Truth in Taxation Act". The 2006 aggregate levy was less than 105% of the previous year's extension, so a public hearing and notice was not required.

IN WITNESS WHEREOF, I have pleaded my official signature on this 28th day of November, 2006.

Stephen F. Stockton Mayor of the City Council of Bloomington

ATTEST:

Tracey Covert
City Clerk

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

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Abatement of Tax Levy

Attached please find the following Resolutions abating taxes:

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

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

Staff respectfully requests that the Resolutions be adopted.

Respectfully,

Brian J. Barnes
Finance Director

Tom Hamilton
City Manager

RESOLUTION NO. 2006 – 154**A RESOLUTION ABATING TAX LEVY FOR \$11,650,000 GENERAL
OBLIGATION BONDS, SERIES 1995**

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

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

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

WHEREAS, said Section 8 provided for the levy of \$1,216,562.50 in 2006 to pay off a portion of said principal and interest due in 2007, but the City of Bloomington has funds on hand available to pay such principal and interest, and that \$130,262.50 has previously been abated leaving a remaining balance for the 2006 levy of \$1,086,300.00;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2006 payable in 2007 and on account of the aforesaid \$11,650,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the remaining \$1,086,300.00 in real estate taxes for levy 2006.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

RESOLUTION NO. 2006 – 155

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

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

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

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

WHEREAS, said Section 8 provided for the levy of \$455,937.50 in 2006 to pay off a portion of said principal and interest due in 2007, but the City of Bloomington has funds on hand available to pay such principal and interest,

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2006 and on account of the aforesaid \$4,965,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$455,937.50 in real estate taxes.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

RESOLUTION NO. 2006 – 156**A RESOLUTION ABATING TAX LEVY FOR MARKET SQUARE TAX
INCREMENT GENERAL OBLIGATION PURPOSE BONDS, SERIES 1994**

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

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

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2006, payable in the year 2007; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues for the 2006 levy of \$431,960.00 payable in the year 2007.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy of \$431,960.00 against taxable property in the City of Bloomington for the year 2006, payable in 2007 and on account of the aforesaid Four Million Nine Hundred Sixty Five Thousand Dollars (\$4,965,000) in Market Square Tax Increment General Obligation Bonds Series 1994 is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the levy year 2006.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2006 – 157

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

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

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

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2006, payable in the year 2007; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues in the year 2007.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2006, payable in 2007 for \$919,685.00 and on account of the aforesaid agreement is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2006.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2006 – 158**A RESOLUTION ABATING TAX LEVY FOR GENERAL OBLIGATION REFUNDING BONDS, SERIES 2001**

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

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

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, \$450,900 in taxes would be extended against all the taxable property within the City of Bloomington for the tax year 2006, payable in the year 2007; and that \$148,560 of this amount has already been abated leaving a remainder of \$302,340 to be levied for the tax year 2006, payable in 2007; and that there are surplus funds on hand from other revenues and interest from the investment of these revenues in an amount sufficient to pay an additional \$219,417 of the principal and interest due on said issues in the tax year 2006;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the tax year 2006, payable in 2007 and on account of the aforesaid Refunding Bond Issue, Series 2001 is hereby partially abated by an additional \$219,417 of the amount due, leaving a net levy of \$82,923 to be levied for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed to extend the same on the tax books of the City of Bloomington property for the tax levy year 2006.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2006 – 159

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

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

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

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2006, payable in the year 2007; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues in the year 2007.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2006, payable in 2007 for \$229,000.00 and on account of the aforesaid agreement is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2006.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2006 – 160**A RESOLUTION ABATING TAX LEVY FOR \$15,600,000 GENERAL OBLIGATION BONDS, SERIES 2004**

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

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

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

WHEREAS, said Article III provided for the levy of \$1,185,071.04 in tax year 2006 to pay off a portion of said principal and interest due in 2007, but the City of Bloomington has funds on hand available to pay such principal and interest;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2006 payable in 2007 and on account of the aforesaid \$15,600,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$1,185,071.04 in real estate taxes for levy 2006 payable in 2007.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2006 – 161

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

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

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

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

WHEREAS, said Section 8 provided for the levy of \$2,750,000.00 in 2006 to pay off a portion of said principal and interest due in 2007, but the City of Bloomington has funds on hand available to pay such principal and interest, and that \$896,868.00 has previously been abated leaving a remaining balance for the 2006 levy of \$1,853,132.00;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2006 payable in 2007 and on account of the aforesaid \$29,445,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the remaining \$1,853,132.00 in real estate taxes for levy 2006.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2006 – 162**A RESOLUTION ABATING TAX LEVY FOR \$9,900,000 GENERAL
OBLIGATION BONDS, SERIES 2005**

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

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

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

WHEREAS, said Article 8 provided for the levy of \$741,935.00 in tax year 2006 to pay off a portion of said principal and interest due in 2007, but the City of Bloomington has funds on hand available to pay such principal and interest;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2006 payable in 2007 and on account of the aforesaid \$9,900,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$741,935.00 in real estate taxes for levy 2006 payable in 2007.

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

ADOPTED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for a Driveway Variance at 2905 Hubbard Drive

A request has been received from Hoffman Ochs Contractors, on behalf of Joseph and Lois Morrow, owners of 2905 Hubbard Drive, for a variance to construct a wider driveway than permitted by City Ordinance. The property is a single family lot. Per City Ordinance, a twenty (20) foot wide driveway at the City right of way is allowed. The owner is requesting a thirty (30) foot wide driveway.

Staff has reviewed the request and determined that the requested driveway variance would not have an adverse impact and respectfully recommends Council approval.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Gibson that the Driveway Variance be approved.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Chapter 45, Property Maintenance Code - Rental Inspection Ordinance Changes

Staff recently completed a comprehensive overhaul of the rental inspections program (refer to Rental Inspections Progress Report distributed September 25, 2006). The purpose of this activity was to streamline the rental inspection program processes, address landlord concerns, and close problematic “loop holes”.

After numerous staff work sessions and two public input meetings, staff is prepared to move forward with these changes. While the new policies and procedures are ready to advance, there are several changes needed to make these activities viable. The proposed Text Amendment will allow for improved billing, increased reward for better landlords, and alterations to areas found to be ineffective.

Note: A third meeting was held at the request of a few landlords on October 16, 2006. This meeting resulted in a change to the re-inspection time on “A” rated buildings from the proposed three (3) years, to five (5) years with stipulations. Please note that is a change since the report of September 25, 2006.

Staff respectfully requests that Council approve the proposed Text Amendment to Chapter 45, Property Maintenance, and that the Ordinance be passed.

Respectfully,

Mark R. Huber
Director, PACE

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 133**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 45**

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

SECTION 1. That Bloomington City Code Chapter 45, Section 900.3(8), shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(8)Residential Rental Units - Any unit in an apartment house, duplex, condominium or a single family home that is rented or available for rent located in the City of Bloomington.

SECTION 2. That Bloomington City Code Chapter 45, Section 900.4, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) Except as otherwise provided, every owner of a building containing residential rental units except for those listed in paragraph 900.4(b), (c) and (d), vacant or occupied, shall file a registration statement with the Department of Planning and Code Enforcement, annually on or before December 31st ~~January 1~~ of every year for each such rental building on forms provided by the Department of Planning and Code Enforcement. Any such registration statements shall be prima facie proof of the statement therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building. ~~Upon the initial registration a temporary certificate of inspection will be issued and remain in force until the first inspection.~~

(b) An owner of a single family residence will be exempted from this requirement for a particular building if the owner files a sworn statement with the City of Bloomington attesting to its status as an owner-occupied building or its status as a vacant building that is not intended to be rented.

(c) Once a single family home is registered as a rental, it must be registered every year unless occupied by the owner or is vacant and the owner does not intend to rent the single family home. A sworn statement must be on file with the City of Bloomington attesting to its status as an owner-occupied single family home or its status as a vacant single family home that is not intended to be rented. Any outstanding violations may be recorded with the McLean County Recorder of Deeds.

(d) The provisions of this section shall not apply to the following:

- (1) Owner occupied single family homes and that portion of a duplex or multifamily structure occupied by the owner.
- (2) Condominiums (owner/occupied only).
- (3) Hotels and Motels as defined in Chapter 44 Section 3.20-97.0.
- (4) Nursing Homes as defined in Chapter 44 Section 3.20-131.0.

- (5) Housing operated by the Bloomington Housing Authority.
- (6) Rooming houses as defined in Chapter 44 Section 3.20-157.
- (7) Bed and breakfast establishments as defined in Chapter 44 Section 3.20-16.1.
- (8) Community reception establishments as defined in Chapter 44 Section 3.20-44.3.
- (9) Contract sales of single family residential structures provided such contract or a Memorandum of Contract has been recorded with the McLean County Recorder. A copy of the contract for deed shall be provided to the PACE Department.

(e) Transfer of ownership. The registration is not transferable. All buildings must be registered and the registration fee paid by the new owner within 30 days of ~~upon~~ transfer of ownership.

(f) Information Required.

The registration statement shall include:

- 1. Address of the building.
- 2. Type of building and number of units and addresses for each unit, e.g. "1", "A", "upper".
- 3. Name, address and telephone number of the owner of the building.
- 4. Name address and telephone number of the building manager of the building.
- 5. If owner is a corporation, the name and address of the registered agent.
- ~~6. If there is a mortgage on the building, the name and address of the mortgage holder.~~
- ~~6.~~ 7. Name of any buyer on a contract for deed. A copy of the contract shall be provided to the PACE Department.

(g) The Director of Planning and Code Enforcement may, at any time, require additional relevant information of the owner or building manager to clarify items on the application for registration statement.

(h) Owners required to file registration statements shall pay a fee as indicated in Section 900.17. Registration statements will not be considered filed unless accompanied by the required fee. Registration statements filed after March 1st ~~January 31st~~ shall be assessed a late filing fee in the amount provided in Section 900.17.

SECTION 3. That Bloomington City Code Chapter 45, Section 900.6, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) All buildings required to be registered pursuant to Section 900.4 shall be inspected to determine whether the buildings comply with all applicable codes for purpose of issuing Certificates of Inspection.

(b) All buildings covered by this ordinance shall be inspected at least once every five ~~(5) two (2)~~ years. After ~~the first~~ inspection the building will be classified as follows:

(1) CLASS A - The building is in excellent condition and has minor or no violations of applicable City Codes requiring re-inspection. The building shall be re-inspected in five (5) every two (2) years thereafter.

(a) Should a Class A building be sold or therewise change ownership, the building shall be subject to re-inspection within one (1) year of the date of sale.

(b) Should a Class A building be found to have a major violation within the five (5) year re-inspection term, the entire building will be subject to a complete re-inspection and re-grading.

(2) CLASS B - The building is in good condition and has minor violations of applicable City Codes requiring re-inspection and the violations do not pose an immediate threat of danger to the life, health and safety of the occupants of the building. The building shall be re-inspected in two (2) every years thereafter.

(3) CLASS C - The building is in sound condition and has major or minor violations of applicable City Codes, requiring re-inspection and that do not pose an immediate threat of danger to the life, health or safety of the occupants of the building. The building shall be re-inspected in one (1) every year thereafter.

(4) CLASS D - The building has critical violations and is either unsafe, contains unsafe equipment, is unfit for human occupancy or is unlawful as defined in Chapter 45 Section 108.1 et seq. The building shall be declared an "unsafe structure" and be subject to Chapter 10, Article III UNSAFE OR ABANDONED BUILDINGS. No Inspection.

~~(5) CLASS E - New construction. First inspection three (3) years from date of registration.~~

(c) Nothing in this section shall preclude the inspection of any building subject to this section more frequently than set forth in Section 900.6(b) above.

SECTION 4. That Bloomington City Code Chapter 45, Section 900.7, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) If, upon completion of the inspection the building is classified an A, ~~or a B, or C~~ and the building registration statement is on file with the City, and the appropriate registration and inspection fees have been paid to the City, then the City shall issue a Certificate of Inspection for the building. Issuance of this Certificate does not mean the building is in full compliance with the City Code. Building owners are still responsible for correcting code violations that are not part of the annual inspection program and will be subject to penalties as provided by the City codes for failure to do so.

(b) If, upon completion of the inspection the building is classified a ~~C~~ D, then regardless of whether or not the building registration statement is on file with the City and/or the appropriate registration and inspection fee have been paid to the City, the City shall not issue a Certificate of Inspection for the building until the owner (a) corrects all code violations or (b) complies with Chapter 10, Article IV, Section 105.8 Issuance of a Permit - Occupancy Prohibited Structure. ~~provides a timetable for correcting all violations within a time acceptable to be Director of the Department of Planning and Code Enforcement and provides the repair performance guarantee as required in Section 900.8.~~

~~(c) No Certificate of Inspection shall be issued for any building classified as a D regardless of whether the building registration statement is on file with the City and appropriate re-inspection and/or inspection fees have been paid until all code violations have been corrected and the owner provides the repair performance guarantee as required in Section 900.8.~~

~~(c) (d)~~ No Certificate of Inspection shall be issued for any building for which there is no registration statement on file with the City or for which the appropriate registration and inspection fees have not been paid regardless of the building classification.

SECTION 5. That Bloomington City Code Chapter 45, Section 900.8, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) The owner of any building classified as a ~~C~~ or a D ~~may be required to~~ shall obtain a Letter of Credit or pledge an account in the amount of \$5,000.00 (Five Thousand Dollars) in favor of the City of Bloomington for each building with a ~~C~~ or D classification. The Letter of Credit or pledged account shall remain in effect for as long as the building holds the ~~C~~ or D classification. The City may draw upon the Letter of Credit or pledged account as necessary to make repairs to the building pursuant to a Court order when the owner, after receiving notice of code violations, has failed to make the necessary repairs. The City may also draw upon the Letter of Credit or pledged account to relocate tenants if the building cannot be occupied because of the lack or revocation of a Certificate of Inspection.

(b) The failure of any building owner to ~~at all times~~ maintain in effect the Letter of Credit required by this section.

SECTION 6. That Bloomington City Code Chapter 45, Section 900.9, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) The code official will send notice of the date and time that the inspection will take place to the Owner at least 15 days prior to scheduled inspection date.

(b) Upon receipt of the notice of inspection, the owner will have ten (10) ~~two (2)~~ business days to contact the Code Official to reschedule the inspection. The maximum extension shall be ten (10) business days from the date specified on of the original inspection notice. Failure to reschedule may be deemed a missed inspection and subject to penalties.

(c) Notices shall be mailed to the address provided on the registration statement. It is the duty of the building owner to notify the City of changes of address. It is not a defense to this section that notice was not received if there has not been a change of address given to the City within the fourteen (14) days prior to sending the notice.

(d) The notice shall advise the owner/tenant of his or her right to refuse inspection of the building and the City's right to seek the issuance of an administrative search warrant in the event of any such refusal. No inspection of an occupied building shall occur without the consent of the tenant/occupant unless an administrative search warrant is obtained.

(e) Notice will be given to the owner or agent of the inspection results and the classification assigned to the building within five (5) ~~two (2)~~ business days of the inspection. Notices will be in form provided in Chapter 45 Section 107.2 with the additional requirement that they shall include the amount of any fine applicable to any code violations indicated.

SECTION 7. That Bloomington City Code Chapter 45, Section 900.10, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) It shall be the responsibility of the owner; the owner's designated agent or the occupant to be present at the building on the date and time of inspection to provide access for the inspection.

(b) Failure to grant access to the building at the scheduled time of the appointment may be deemed a refusal of the inspection and the City may apply to the Circuit Court for an administrative search warrant.

(c) Any owner who fails to register a building under the provisions of this section shall further be deemed to consent to receive by posting at the building, any and all notices of code violations concerning the building.

(d) Access is required for all units in a building at the scheduled time of inspection.

(e) Owners/agents shall contact the City at least seven (7) business days prior to the scheduled inspection if they are unable to obtain their tenants consent to the inspection. Failure to do so will be considered a missed inspection and subject to penalties.

SECTION 8. That Bloomington City Code Chapter 45, Section 900.12, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Every day that any one building required to be registered by Section 900.4(a), (b), and (c) occupied by tenants and does not have the Certificate of Inspection required by this ordinance shall constitute a separate offense and upon conviction thereof be subject to a fine of not less than \$50.00 nor more than \$500.00 per day.

SECTION 9. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 10. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 11. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 12. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 27th day of November, 2006.

APPROVED this 28th day of November, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST

Tracey Covert
City Clerk

Tom Hamilton, City Manager, introduced this item. He requested that Mark Huber, Director of PACE, come forward to address the Council.

Mr. Huber noted that this item had been laid over from the Council's October 23, 2006 meeting. A meeting was held with the landlords. At the meeting a number of issues were addressed. However, the issues raised were not contained in the proposed text amendment.

Alderman Schmidt noted the comments made at the October 23, 2006 meeting regarding the five (5) year period. She questioned if this could be made retroactive. Mr. Huber noted that he would be agreeable.

Alderman Huette questioned the proposed advisory council. He suggested that this group might address ongoing concerns. Mr. Huber noted that at the October 23, 2006 meeting, an alderman had made a recommendation regarding such a group. City staff was willing to listen to suggestions/opinions. His staff was willing to work with those persons affected by this program. He noted that all parties may not be in agreement. He cited the various meeting which had already been held. Alderman Huette cited the feedback from the property owners. Dialogue was important. This program touched a large number of people. Mr. Huber expressed his opinion that a City department should not be run by a committee. He expressed his concern regarding the program's effectiveness.

Mr. Hamilton noted that the City was interested in improving the housing stock. The Council had set a clear direction which addressed specific issues. City staff can accomplish a lot when given a clear agenda.

Alderman Schmidt expressed her concern regarding the program's focus. The work had been streamlined to make best use of City staff. Mr. Huber noted that the Council had provided a clear direction and purpose.

Alderman Crawford noted that the City should not spend time on exceptional properties. The focus should be on those properties that need to be improved.

Alderman Hanson expressed his opinion that the landlord's concern was consistency amongst the City's inspectors. Mr. Humber noted that most of this type of concern was raised early in the program. There was room for discussion. An individual could contact a supervisor, the department head, and/or the Construction Board of Appeals. He addressed the inconsistency issue. City staff has heard the talk which lacked specifics. There were five (5) staff persons in the field. It was a challenge. Staff has worked hard at improving the check list.

Alderman Matejka addressed complaints. He cited the life safety and property maintenance area. He noted the challenge to bring older buildings up to current code. Mr. Huber informed the Council that the code recognizes older buildings. City staff cannot ignore life safety concerns. At this time work which has already been done can be grandfathered if it was legal at the time it was completed. He added that during the first round of inspections City staff found a lot of things.

Mayor Stockton questioned that if the goal of this program was to improve the housing stock than why was it reactive in nature. (The program was complaint driven and not proactive.) Mr. Huber reminded the Council that this program was created at the their request. City staff developed a minimum standard. The entire program had been revamped in order to make it better. Four (4) public meetings were held. There had not been any major changes to the program. Flexibility was added. Mr. Huber defined reactive as waiting for complaints. Proactive was catching issues at an earlier stage which reduced risks. The overall goal was to maintain the housing stock.

Mr. Hamilton recalled that at the beginning the program focused on certain areas of the City. City staff assisted the neighborhoods and recognized those who did a good job.

Alderman Huette questioned if the fee structure covered the operating costs. Mr. Hamilton responded negatively. The first go round took longer than anticipated. Mr. Huber estimated that program fees covered sixty to seventy-five percent (60 – 75%) of the projected costs. City staff miscalculated the number of inspections per day. However, the number of reinspections was higher than projected. The figures for number of buildings/units were on the mark. He cited the program's scope and minimum staffing. Alderman Huette recalled that the program was three (3) years old. He requested a three (3) year history which would list revenue versus expenditures. He expressed his opinion that the fees may need to be increased.

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

Motion carried.

Randall Smith, 3301 Ireland Grove Rd., addressed the Council. He formerly owned 504 E. Walnut St. He described the City's inspectors and attorneys, and circuit judges as corrupt. He planned to appeal to the Supreme Court. He expressed his concern regarding property rights. He had not been informed of the public meetings held by PACE.

Elizabeth Gruber, 519 Kickapoo Dr., Danvers, addressed the Council. She expressed her appreciation to the Council and City staff for the work that had been done. Landlords were being held to a higher standard. City staff had become concern about aesthetics. She noted her willingness to address life safety issues. She cited policy issues and the nuisance abatement ordinance.

Dave Metz, 711 E.Grove St., addressed the Council. He attended the meeting held on Monday, November 20, 2006. He was here this evening to request changes to the proposed ordinance. City staff should be directed to focus on problem units. He questioned the constant walk through inspections which were in his opinion a gross violation of personal privacy. City staff has claimed that their goal was to insure that the City's housing stock was being maintained. The focus should be on those properties which have been identified as problematic. This program should be complaint oriented. He added his belief that the Council had an ax to grind. He informed the Council that he had personally contacted three (3) Aldermen. He requested responsible government.

Judy Sterns, 316 E. Locust, Apt. 1, addressed the Council. She thanked the Council for the past month. She stated that four (4) meetings had been held. She had attended three (3) of them. No resolution was reached with the landlords. She expressed her belief that the impact of the proposed text amendment upon the landlords would also affect the tenants. She cited the older neighborhoods which offered affordable housing. The check list cannot be complied with. The landlords had raised a variety concerns. She restated that nothing had been resolved. She read from a letter drafted by attorney Bob Lenz. In

Mr. Lenz's opinion, the proposed text amendment was unconstitutional. There was no language to notify the tenant and obtain consent for a search. She requested that the rental housing program be abated until after a revised ordinance is passed. She requested a Council Work Session with the landlords. The inconsistencies in inspections assisted neighborhood deterioration. This program was missing the mark. She restated her request that the program be abated. There should be further discussions which would end with a resolution between the City and the landlords.

Mayor Stockton requested a response from City staff. Mr. Hamilton referred the Council to Todd Greenburg's, Corporation Counsel, memorandum. Mr. Greenburg addressed the Council. He agreed with Mr. Lenz's letter to a point. It was not unconstitutional for the City to request that the landlord obtain consent. There was a Supreme Court ruling that a municipality may pass a public policy for the regular and systematic inspection of premises. The landlord knows who the tenants are. The City has requested that the landlords attempt to obtain consent from the tenants. He noted that another option would be for the City to obtain an administrative search warrant. There was a penalty if a landlord fails to notify the City of his/her inability to obtain consent. There was a rational basis for the rental housing inspection program. The program is not unconstitutional.

Alderman Schmidt questioned the Town of Normal. Mr. Greenburg noted that a large percentage of the rental housing units in Normal are leased to college students. These units are largely vacant during the summer months, (May to August). He restated the City's option to obtain administrative search warrants. Alderman Schmidt questioned if a clause could be added to the lease agreement which would state that the tenant grants consent for City inspectors to enter the premise. Mr. Greenburg noted that if there was a signed lease with this language nothing more would be required.

Mr. Hamilton acknowledged that Class A properties were treated better. City staff was willing to make this provision retroactive. City staff trusted these properties' owners. There was an expectation that these properties would be maintained. City staff has focused on the less than ideal. He expressed his willingness to work with an advisory group with the goal of improving the quality of the housing stock.

Alderman Schmidt informed the Council of a conversation she had had with George Boyles, Prairie State Legal Services. Mr. Boyles was an advocate for this program. He expressed his belief that this ordinance has been of assistance.

Mr. Huber noted that it addressed life safety issues. He expressed his opinion that poorly maintained housing stock makes a negative contribution to the neighborhood. City staff has seen improvements during the last three (3) years. He cautioned that change does not happen over night. The goal of this program would be of good to the City.

Alderman Purcell expressed his opinion that the nuisance abatement program has worked. He acknowledged that it would take time for the impact of this program to be seen. There was a need for property inspections. He noted that everyone was not

complaining. Mr. Huber acknowledged that there was a perception of retaliation. Such action would be illegal.

Alderman Schmidt noted that for owner occupied properties inspections were complaint driven. Mr. Huber responded affirmatively. Upon complaint an investigation is completed.

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

Motion carried.

Alderman Matejka requested that an advisory council be formed which would be made up of landlords, tenants/tenant representation, and City staff. The group would resolve discrepancies. His proposal was the result of feedback received from the four (4) public meetings. He expressed his opinion that further discussion was needed. He added that an on going dialogue would be helpful for all parties involved.

Alderman Gibson expressed his belief that such a group would only create confusion. Alderman Matejka noted that the group would be advisory not supervisory. Alderman Gibson noted that by creating another entity, the City would be creating yet another step. Mayor Stockton recommended that Aldermen Matejka and Schmidt continue to work on this issue.

Alderman Purcell informed the Council that he had attended the landlord training meetings. He also attended the November 20, 2006 meeting. The Council granted the landlords an additional month. The rental housing inspection program was a work in progress. He expressed his opinion that this program was needed.

Alderman Schmidt reiterated that for Class A properties the five (5) year period would be applied retroactively.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the Text Amendment be approved and the Ordinance passed.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

November 27, 2006

1201

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Delaying Effective Date of Ordinance 2006-51, An Ordinance Amending Chapter 41 of the Bloomington City Code, Regulating Smoking in Public Places in the City of Bloomington

At the November 13th City Council meeting, Council agreed to vote on a proposal to delay the effective date of Ordinance No. 2006-51, An Ordinance Amending Chapter 41 of the Bloomington City Code, Regulating Smoking in Public Places in the City of Bloomington. An Ordinance can only be amended by another Ordinance; therefore staff has drafted an Ordinance delaying the effective date of Ordinance No. 2006-51 until July 1, 2007.

Staff does not have a recommendation on the passage of this Ordinance.

Respectfully,

Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2006 -

AN ORDINANCE DELAYING THE EFFECTIVE DATE
OF ORDINANCE NO. 2006-51, AN ORDINANCE AMENDING CHAPTER 41 OF THE
BLOOMINGTON CITY CODE, REGULATING SMOKING IN PUBLIC PLACES

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

SECTION ONE: That the effective date of Ordinance Number 2006-51 (An Ordinance Amending Chapter 41 of the Bloomington City Code, Regulating Smoking in Public Places in the City of Bloomington) be delayed to July 1, 2007.

SECTION TWO: That the City Clerk be directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Granting a Temporary Exemption To Certain Liquor Licenses from the Ordinance No. 2006-51, An Ordinance Amending Chapter 41 of the Bloomington City Code, Regulating Smoking in Public Places in the City of Bloomington

Aldermen Hanson and Matejka have requested the staff draft an Ordinance which would grant a temporary exemption from the City's smoking ban to certain liquor license establishments. The temporary exemption would be granted only to those establishments which register with the City's Department of Planning and Code Enforcement (PACE) of their intention to construct an outdoor patio, or a statement that the establishment currently has an outdoor patio and desires confirmation that such outdoor patio meets the City's building codes and that such outdoor patio may be used for smoking. The deadline for registering is December 29, 2006 at 9:00 a.m. Because some bars, restaurants and taverns may not have space to construct an outdoor patio, PACE is given the authority in the Ordinance to make a final determination that an outdoor patio may not be built. The exemption applies to the entire premises, inside and outside.

The exemption is available only to liquor license establishments which sell alcoholic liquor for consumption on the premises; establishments which sell package liquor, such as convenience stores, are therefore ineligible for an exemption from the smoking ban.

The Ordinance is being proposed by Aldermen Matejka and Hanson because owners and managers of bars, taverns and restaurants have stated that they desire more detail from the City regarding building code details, such as permissible ways to heat an outdoor patio, and how much of the patio must be open to the elements in order to not be an "enclosed area" under the smoking ban ordinance.

Plans for construction of an outdoor patio must be submitted to PACE no later than March 1, 2007. The exemption from the smoking ban would expire on the earlier of one week after a final occupancy permit is issued by PACE or July 1, 2007. An exempt establishment would be required to post a sign at the main customer entrance notifying persons entering the establishment that smoking is permitted.

November 27, 2006

1203

Respectfully,

Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NUMBER 2006 - 134**AN ORDINANCE GRANTING A TEMPORARY
EXEMPTION TO CERTAIN LIQUOR LICENSEES
FROM THE ORDINANCE REGULATING SMOKING
IN PUBLIC PLACES**

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

Section One: Temporary Exemption from Article II of Chapter 41. Entities possessing licenses to sell alcoholic liquor for consumption on the premises are temporarily exempt from the provisions of Article II of Chapter 41 under the following conditions:

1. Such licensee must register, no later than December 29, 2006 at 9:00 a.m., with the Department of Planning and Code Enforcement, an intent to build an outdoor patio, provided that such filing will not exempt such licensee if the licensee does not, on the date of filing, control an outside area of sufficient size to permit construction of such an outdoor patio, or a statement that the establishment currently has an outdoor patio and desires confirmation that such outdoor patio meets building codes of the City of Bloomington and that such outdoor patio may be used for smoking; and
2. No later than March 1, 2007 at 4:00 p.m., such licensee must have filed building plans for such outdoor patio with the Department of Planning and Code Enforcement and if such plans are not filed by that date, any exemption granted pursuant to this ordinance shall expire; and
3. Any exemption granted under this ordinance shall expire on the earlier of (a) one week after the issuance of a final occupancy permit for the outdoor patio by the Department of Planning and Code Enforcement or (b) July 1, 2007.
4. A determination as to whether a licensee controls an outside area of sufficient size to permit construction of an outdoor patio at the time of filing for an exemption shall be made by the Director of Planning and Code Enforcement; such determination shall be final.
5. A sign shall be posted at the main customer entrance to a liquor license establishment which is temporarily exempted from the smoking ban pursuant to this ordinance which informs persons entering the premises that smoking is permitted.

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

Section Three: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: That this ordinance shall take effect January 1, 2007.

Section Five: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton suggested that these items be laid over until the Council's December 11, 2006. Issues involving private clubs and enclosure could be addressed then. He believed that there might be a compromise on the Temporary Extension item. Todd Greenburg, Corporation Counsel, had met with Aldermen Matejka and Hanson. Similar ordinances regarding enclosed spaces had been reviewed. He noted the cities of Chicago, Champaign, and Springfield. Some cities had already implemented their ordinances. The Town of Normal's language would be identical. There would be no controversy.

Tom Hamilton, City Manager, noted that there were two (2) separate items. The first was a strict delay. The second would separate out the issue of outdoor smoking areas. The issue involved the fact there were existing and propose new ones. There would be a sequence of events for existing license holders. Due diligence would be required. Timeframes and deadlines would be provided. In future Council meetings, there would be guidelines which would allow the process to move forward. A concern was the financial viability of some license holders. Any structure would be addressed under the building code. Another issue was inclement weather and providing protection for patrons.

Alderman Hanson believed these two (2) items were brought before the Council for all of the right reasons. He had voted for the ban which was scheduled to take effect on January 1, 2007. He knew that clarification questions would come up. The second item involved an extension to address the belief that cigarettes and drinking went hand in hand.

Alderman Purcell questioned if the second item was placed on the agenda without Council's support. Mayor Stockton stated that a Council member had requested that the item be placed on the meeting's agenda. Mr. Hamilton added that the first item would modify the implementation date from January 1, 2007 to July 1, 2007. The second item addressed a specific exemption.

Mayor Stockton addressed the temporary exemption. Any Council member can propose an item for a meeting agenda. The meeting agenda complied with the Open Meetings Act.

Alderman Purcell addressed a level playing field for all. The second item would give an unfair advantage to those who were able to build a beer garden. He cited the economic impact. His concern with the second item was the number of unknowns. Mr. Hamilton noted that the definition of an outdoor enclosed area would not be a part of this ordinance. The City's PACE Department would develop the guidelines. All requests would have to comply with all building codes.

Alderman Huette did not believe that a delay could be justified. The only issue remaining was how much could be enclosed. He noted that some beer gardens have been completed.

Alderman Purcell expressed his opinion that the temporary exemption should apply to all. The delay of implementation date would allow an additional six (6) months.

Alderman Schmidt noted that the Council neglected to provide appropriate guidelines. She noted that when the original vote occurred the Council was unable to reach a compromise.

Alderman Hanson believed that the two (2) items met his intention.

Alderman Crawford stated that the Council had voted. He was disappointed to think that the Council might go back on its word. He voted with his constituents. The Council provided the public with the opportunity to address them. The two (2) items were similar. The primary concern was a level playing field which should have been the center of the discussion. There were establishments that physically could not have a beer garden. A delay equaled the Council going back on its word.

Alderman Schmidt noted that Alderman Hanson had raised the issue regarding implementation details.

Alderman Hanson expressed his belief that if the City would have held the discussion, then these two (2) items would not have been proposed.

Alderman Matejka addressed existing structures. Mr. Hamilton restated that there was not a definition for "enclosed space".

Alderman Hanson noted that the City had taken the window of opportunity. He expressed his concern regarding the business expense.

Alderman Huette noted the fairness issue. He believed that the City would create an unfair advantage. The City needed to be consistent across the board.

Mayor Stockton encouraged City staff to look at other codes. He believed that most did not list detail.

Alderman Hanson believed that there was an opportunity for the Building Safety staff. Beer gardens would be addressed on a case by case basis.

Alderman Huette expressed his belief that the license holders would lobby for their own plan. Mr. Hamilton believed that there would be some innovative ideas. A beer garden was a business decision which included the ability to recoup the costs. He hoped to have a definition of an outdoor enclosure by the Council's December 11, 2006 meeting. Six (6) months should allow adequate time to construct a simple beer garden.

Motion by Alderman Matejka, seconded by Alderman Hanson to suspend the rules to allow someone to speak.

Motion carried.

Phil Boulds, 1 Palm Ct., addressed the Council. He owned and operated Mugsy's located at 1310 N. Main St., and Coconut Louie's located at 2303 E. Washington St. He had started work on a beer garden for Mugsy's in June 2006. He needed to acquire property which involved demolition work to allow for a new parking lot. He acted as his own general contractor. There were difficulties with utility shut offs and asbestos abatement. A key issue was parking. Concrete work will have to wait until spring. He cited this cost at \$12,000 - \$13,000. It has taken more time than he imagined. This work could not be completed in five to six (5 - 6) months.

John Kruger, 1108 Asbury Farm, Normal, addressed the Council. He spoke on behalf of the Smoke Free Coalition. He acknowledged that the new ordinance had raised questions. There may be a need for additional clarification. He was opposed to the proposed delay in implementation date. License holders should have contacted the City about any concerns regarding a change to business plans. Over 2,300 communities have adopted and implemented smoke free ordinances. Adequate time had been allowed to make the necessary changes. The Council should not delay implementation. There had been no intention to revisit the ordinance. He questioned who would have the authority to review proposed building plans.

Alderman Purcell noted that he had cited statistics from his ward throughout the process. He believed that business would be negatively impacted by the smoke free ordinance. Businesses would be granted an additional six (6) months to make the adjustment. Dr. Kruger believed that the Council had acted in good faith. Any delay would be unfair to those who supported and endorsed the smoke free ordinance. Alderman Purcell stated that his ward did not support the smoking ban. Dr. Kruger believed that the smoke free ordinance was the appropriate action for the community. An ordinance was in place which must be enforced.

Barbara Taft, 121 Ruth, addressed the Council. She questioned what had been done in the past six (6) months. Issues had lingered for months. The tavern owners supported the temporary exemption with modifications. She requested that language be stricken from paragraph Section 1(4). License holders would only be required to file their

intent. Some license holders plan to build an indoor/outdoor space. There would be an economic impact. The license holders were willing to compromise. Questions have been raised about the impact upon private clubs. She believed that an item would appear on the Council's December 11, 2006 meeting agenda. Outdoor patios would be exempt. The City of Chicago would not implement its ordinance until 2008. There were a number of issues to consider. She cited sidewalk cafes as an example.

Todd Greenburg, Corporation Counsel, addressed the Council. He noted that the draft included no preapproval. PACE staff would look at setbacks, parking, etc. with decisions made by December 29, 2006. Ms. Taft did not believe that a decision would be made by December 26, 2006.

Mayor Stockton questioned what the Council had done in the last six (6) months. There was no chance that the ordinance would be repealed. There were technical questions regarding beer garden plans.

Mark Huber, Director PACE, addressed the Council. City staff had not sat on anything. He believed that six (6) requests for beer garden were in process. He cited issues involved such as parking, rest rooms, etc. An open patio (no roof) was addressed in the current code.

Mayor Stockton cited Show Me's located at 517 N. Main St., Mugsy's located at 1310 N. Main St., and Cheeks located at 1206 Towanda Ave. A beer garden would require a hearing before the Liquor Commission as an expansion of premise. The Liquor Commission had accommodated all requests. An expansion of premise would not appear before the Council.

Alderman Schmidt questioned if the outdoor areas would be of sufficient size. Mr. Greenburg stated that the license holder would file their intent. A decision would be made after the fact. Alderman Schmidt questioned if an outdoor space could be created from an indoor space. Mr. Hamilton noted that modification of an existing building could be a lengthy process.

Motion by Alderman Matejka, seconded by Alderman Crawford to return to order.

Motion carried.

Alderman Matejka questioned the appropriate process. Mr. Greenburg noted that five (5) votes would be required for passage. The Mayor may supply the fifth vote.

Motion by Alderman Matejka, seconded by Alderman Hanson to deny the proposed delay of effective date of Ordinance No. 2006 – 51.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Hanson, and Matejka.

Nays: Aldermen Gibson and Purcell.

Motion carried.

Mr. Hamilton reviewed the proposed ordinance's time line. Mr. Greenburg noted that a draft ordinance had been included in the Council packet. It was amended and distributed as an addendum via email. Questions had been raised regarding the draft ordinance.

Mayor Stockton requested that Mr. Greenburg read the proposed ordinance.

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

Motion carried.

Barbara Taft, 121 Ruth, addressed the Council. The intent of this item was to modify and make the process user friendly for new applications.

Mayor Stockton noted that it would be prudent for a license holder to first obtain the Liquor Commission's approval for an extension of premise.

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

Motion carried.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the text amendment granting a temporary exemption to certain liquor licenses from Ordinance 2006 – 51 be passed.

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

Ayes: Aldermen Schmidt, Gibson, Hanson, Matejka and Purcell.

Nays: Aldermen Huetten and Crawford.

Motion carried.

Alderman Matejka wanted to clarify that when the City created the smoke free ordinance it failed to address outdoor patios. Staff would clarify concerns raised regarding a roof over same. Another gray area was walls and the amount of coverage for these extensions. Heating the outdoor area had also been raised. He expressed his appreciation to the independent restaurant and tavern owners who were present at the meeting this evening. The outdoor patio must be compliant with the building code. A weakness of the original ordinance was the unlevel playing field. The City was willing to take a risk and provide the license holders with a window of opportunity.

Mayor Stockton stated that processing these requests would take time. Some of them may be more complex than others.

Alderman Matejka noted that the City may not be 100% smoke free on January 1, 2007. The City was providing the license holders with an opportunity to adapt. The City failed to be clear about what was allowable. The Council met a business concern through an explanation of the process.

Alderman Huette expressed his opinion that the need for clarification was always there. The smoking ban was to take effect on January 1, 2007. The adjustment appeared to necessary. He questioned if the City would need to create a smoking enforcement department. The Council was making it difficult to manage the smoke free ordinance.

Alderman Matejka believed that the Council gave consideration to the time of year. The delay was approved for practical considerations.

Alderman Crawford voted against this item. Seventy-five percent (75%) of the community supported the smoke free ordinance. He found the Council's action embarrassing. The Council went back on its word.

Mayor Stockton restated that it was important to remember the community support, (seventy-five to eighty percent), expressed support for the smoke free ordinance. The implementation of this ordinance was important. It would occur prior to the election. He questioned how many license holders were planning to add a beer garden.

Alderman Purcell expressed his opinion that smoking venues were still desirable.

MAYOR'S DISCUSSION: None.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: None.

Motion by Alderman Matejka, seconded by Alderman Hanson to recess to Executive Session. Time: 9:58 p.m.

Motion carried.

Motion by Alderman Matejka, seconded by Alderman Schmidt to return to regular session and adjourned. Time: 10:20 p.m.

Motion carried.

**Tracey Covert
City Clerk**