

**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, January 23, 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, Michael Sprague, 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: Work Session Proceedings of October 5, November 14, and December 12, 2005

The Work Session minutes of October 5, November 14, and December 12, 2005 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Schmidt that the reading of the minutes of the previous Work Sessions of October 5, November 14, and December 12, 2005 be dispensed with and the minutes approved as printed.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Sprague, 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 Gibson, seconded by Alderman Schmidt that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Sprague, 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 eighth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$16,656 will have been paid to date for work certified as 67% complete for the Peace Meals. Completion date - April 2006.

2. The eighth partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$4,989 will have been paid to date for work certified as 66% complete for the John M. Scott Home Delivered Meals. Completion date - May 2006.
3. The first partial payment to Central Illinois Arena Management in the amount of \$167,854.12 on a contract amount of \$1,007,697.83 of which \$167,854.12 will have been paid to date for work certified as 17% complete for the Professional Services. Completion date - April 2006.
4. The twenty-first partial payment to Johnston Contractors, Inc. in the amount of \$176,626.37 on a contract amount of \$3,374,550 of which \$2,665,018.08 will have been paid to date for work certified as 79% complete for Design/Build of the US Cellular Coliseum. Completion date - April 2006.
5. The sixteenth partial payment to Stark Excavating, Inc. in the amount of \$7,461 on a contract amount of \$3,598,126 of which \$3,132,927.90 will have been paid to date for work certified as 87% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
6. The eighth partial payment to Felmley Dickerson, Inc. in the amount of \$80,887.50 on a contract amount of \$729,727 of which \$423,003.60 will have been paid to date for work certified as 58% complete for the Design/Build - Misc. Metals of the US Cellular Coliseum. Completion date - April 2006.
7. The sixth partial payment to Henson Robinson Co. in the amount of \$47,074.50 on a contract amount of \$1,015,685 of which \$838,267.20 will have been paid to date for work certified as 83% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
8. The sixth partial payment to Associated Constructors Co., Inc. in the amount of \$207,635.40 on a contract amount of \$961,302 of which \$526,019.40 will have been paid to date for work certified as 55% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
9. The sixth partial payment to Commercial Floor Covering in the amount of \$3,462 on a contract amount of \$288,904 of which \$191,958.50 will have been paid to date for work certified as 66% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
10. The fifth partial payment to Kone, Inc. in the amount of \$5,447.70 on a contract amount of \$169,627 of which \$131,385.60 will have been paid to date for work certified as 77% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.

11. The tenth partial payment to Automatic Fire Sprinkler, LLC. in the amount of \$50,247 on a contract amount of \$355,000 of which \$264,109.50 will have been paid to date for work certified as 74% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
12. The thirteenth partial payment to GA Rich & Sons, Inc. in the amount of \$86,894.10 on a contract amount of \$1,194,558 of which \$711,092.70 will have been paid to date for work certified as 60% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
13. The twelfth partial payment to D & H Electric in the amount of \$301,896 on a contract amount of \$2,777,272 of which \$1,734,732 will have been paid to date for work certified as 62% complete for the Design/Build of the US Cellular Coliseum. Completion date - April 2006.
14. Fifth partial payment to Rowe Construction Co. in the amount of \$75,065.18 on a contract amount of \$1,250,603.92 of which \$769,179.84 will have been paid to date for work certified as 62% complete for the US Cellular Coliseum Infrastructure Improvements. Completion date - September 2006.
15. The twenty-first partial payment to Turner Construction Company in the amount of \$6,518 on a contract amount of \$187,824 of which \$155,234 will have been paid to date for work certified as 82.65% complete for the Project Management Services for the Bloomington Center for the Performing Arts. Completion date - June 2006.
16. The eighth partial payment to P.J. Hoerr, Inc. in the amount of \$567,386.05 on a contract amount of \$11,213,483.52 of which \$3,821,023.51 will have been paid to date for work certified as 35% complete for the Renovation of the Bloomington Center for the Performing Arts. Completion date - June 2006.
17. The ninth partial payment to P.J. Hoerr, Inc. in the amount of \$698,511.68 on a contract amount of \$11,213,483.52 of which \$4,650,660.82 will have been paid to date for work certified as 42% complete for the Renovation of the Bloomington Center for the Performing Arts. Completion date - June 2006.
18. The twentieth partial payment to Hammond Beeby Rupert Ainge, Inc. in the amount of \$30,227.20 on a contract amount of \$1,993,750 of which \$1,764,468.75 will have been paid to date for work certified as 90% complete for the Phase 3 & 4 - Renovation of the Bloomington Center for the Performing Arts. Completion date - August 2006.
19. The second and final payment to MidCo, Inc. in the amount of \$3,491.56 on a contract amount of \$6,983.13 of which \$6,983.13 will have been paid to date for work certified as 100% complete for the Access Control System Additions/Moves for the Police Department. Completion date - December 2005.

20. The second partial payment to Motorola in the amount of \$295,908.35 on a contract amount of \$489,886 of which \$416,403.10 will have been paid to date for work certified as 85% complete for the Communication Center Equipment. Completion date - June 2006.
21. The fourth partial payment to Felmley Dickerson Co. in the amount of \$24,224.67 on a contract amount of \$149,475 of which \$118,182.60 will have been paid to date for work certified as 79% complete for the Police & Fire Computer Aided Dispatch System. Completion date - January 2006.
22. The second partial payment to Felmley Dickerson Co. in the amount of \$139,808.60 on a contract amount of \$2,669,586 of which \$277,154.60 will have been paid to date for work certified as 10% complete for the Library Expansion. Completion date - November 2006.
23. The second partial payment to F & W Lawncare Specialists in the amount of \$15,600 on a contract amount of \$16,807 of which \$16,645.85 will have been paid to date for work certified as 99% complete for the 2005-06 Seeding at Various Locations. Completion date - May 2006.
24. The fourth and final payment to Rowe Construction in the amount of \$40,407.37 on a contract amount of \$500,000 of which \$496,278.15 will have been paid to date for work certified as 100% complete for the 2005-06 General Maintenance Resurfacing. Completion date - January 2006.
25. The twenty-fourth partial payment to Clark Dietz, Inc. in the amount of \$239.38 on a contract amount of \$366,591.65 of which \$343,627.98 will have been paid to date for work certified as 94% complete for the Hamilton Road - Greenwood to Timberlake Lane a/k/a Hamilton-Morris Intersection. Completion date - March 2006.
26. The eighth partial payment to Clark Dietz, Inc. in the amount of \$29,520.20 on a contract amount of \$330,000 of which \$123,701.26 will have been paid to date for work certified as 37% complete for the Hamilton Road - Timberlake to Main Street. Completion date - December 2006.
27. The ninth and final payment to Thompson Dyke & Associates in the amount of \$1,754.45 on a contract amount of \$41,750 of which \$41,750 will have been paid to date for work certified as 100% complete for the Miller Park Zoo Development - South End. Completion date - December 2006.
28. The second partial payment to Farnsworth Group in the amount of \$4,966.50 on a contract amount of \$9,200 of which \$6,138.35 will have been paid to date for work certified as 67% complete for the Ridgewood Outfall Sewer at Fox Creek. Completion date - June 2006.

29. The second partial payment to Barco Corporation in the amount of \$16,103 on a contract amount of \$848,914 of which \$440,560.90 will have been paid to date for work certified as 52% complete for the Signs, Electronic Display, and Marquee for the US Cellular Coliseum. 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 Gibson, seconded by Alderman Schmidt that the payments be approved.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Sprague, 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 December, 2005

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

The Audit of these accounts took place on Monday, January 23, 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 Gibson, seconded by Alderman Schmidt that the audit of the bills and payrolls for the Township for the month of December, 2005 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, Sprague, 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 January 2006.
2. Monthly Receipt & Expenditure Report, January 2006.
3. Comprehensive Annual Financial Report - Firemen's Pension Fund

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Approve Payment of \$737,711.68 to RLS Corporation for the City's Share of the Cost of the Royal Links Detention Basin

The City Council approved an Annexation Agreement on November 10, 2003, with Royal Links Ltd. (RLS Corporation). The agreement provides for the City to pay for 81.36% of the cost of the detention basin. The cost was to include the land cost at \$60,000 per acre. The agreement also stipulated that the City was to pay interest on the charges. The City has received an invoice from RLS Corporation as follows:

Land Cost	\$301,194.72
Site Work	\$371,992.16
Interest @ 5.75%	<u>\$64,524.80</u>
Total due =	\$737,711.68

Staff has reviewed the bill and finds it to be reasonable. There is \$700,000 in Storm Water Funds budgeted to pay this expense. These costs will be recovered through tap-on fees from upstream properties as they develop. Staff therefore recommends that Council approve the payment of \$737,711.68 to RLS Corporation with payment to be made from Storm Water Depreciation Funds (X55200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Alderman Huette questioned how tap on fees are determined for detention basins. Tom Hamilton, City Manager, stated that tap on fees should match costs. There is a tap on fee per acre which is base upon acreage flowing into the basin.

Alderman Huette questioned Franklin Heights. Mr. Hamilton stated that this subdivision does not drain into this basin.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive Formal Bidding Process and Purchase Front End Equipment for the US Cellular Coliseum

Central Illinois Arena Management, (CIA), respectfully requests that Council waive the formal bidding process and approve the purchase of the Front End Equipment for the US Cellular Coliseum from Media Support Group, (MSG). MSG is the supplier for front equipment for the Barco manufactured video equipment.

The total cost for this equipment \$229,031.14. Barco has given the City a deduction of \$43,000 for the reduction of the fascia boards. The original estimated cost for this item was \$200,000. This cost will be divided between the fixed asset and operational budgets. The fixed asset budget contains \$171,394.95 for this purchase, with the remaining \$14,636.19 to be taken from the pre opening operational budget.

The following is a listing of the Front End Equipment to be purchased. This state of the art equipment will assist with the production of games and shows that will be seen on the Barco video board.

Product ID	Item Description	Quantity
GYDV550U	JVC 3CCD Camera System, 19x6.7	2
GYDV550U	JVC 3CCD Camera System, 19x6.7 w/2x	1
Model TBA	Libec Counter Balance Tripod System	3
CBC1.8-3.6mm AI	Sony "Slam Cam" SSCDC54A with Mounts	2
CP-601	Complex Coax Control System	3
Synergy 1	Ross 16 In Digital Video Switcher 3D Warp	1
PR-80	Edirol Presenter Non-Linear Editor Upgrade	1
Sport	Buf Sport Replay with SDI Option	1
VS8x1	Routing Switcher for Replay w/ Rackmount	2

Product ID	Item Description	Quantity
SR-VS30U	JVC MiniDV/SVideo Cassette Recorder	1
Brand TBA	DVD Recorder	1
OMX-7015	Ocean Matrix 1x5x5 Distribution Amplifier	3
Brand TBA	42" Flat Screen Program Preview Monitor	2
	Wall Mount Kits for Above	2
TM-H150CGU	JVC 15" 16:9 Program Monitor and Rack	3
MB502B	Rack Mount Kit For Above	3
AR71-2	Hotronic Dual Channel TBC	3
WVBM503	Panasonic Rack Mount Triple Preview Mons.	2
Ross	Analog to SDI Conversion for Switcher	1
Miranda	8 Input Monitor Array	1
PC-100	Anchor Intercom Power Console 2 Channel	1
BP-200	Anchor 2 Channel Belt Pack	6
H-200S	Anchor Single Ear Headset	9
B3-300	Anchor Branch Box	2
Middle Atlantic	Rack Allowance	1
RM-1	Fostex Rack Mount Stereo Speakers	1
1604VLZPRO	Mackie 16 Channel Rack Mount Audio Board	1
Brand TBA	DVD/VCR Combo	1
VS-804XL	Kramer 8x4 Video, Stereo Audio Router	1
LCG5000 w/ SDI	Compix Media Desktop Character Generator	1
Rasterizer	Test Equipment Waveform/Vectorscope	1
LINKSDI	Burst Color Bar, Black Generator	1

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of the Front End Equipment for the US Cellular Coliseum from Media Support Group, in the amount of \$229,031.14, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

January 23, 2006

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Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 08

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FRONT END EQUIPMENT FROM MEDIA
SUPPORT GROUP AT A PURCHASE PRICE OF \$229,031.14**

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

1. That the formal bidding process be waived and the Purchasing Agent be authorized to Purchase Front End Equipment from Media Support Group at a Purchase Price of \$229,031.14.

ADOPTED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Crawford questioned this item, (electronic control fascia board). Tom Hamilton, City Manager, stated that this video board would be mounted along the suites.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the formal bidding process be waived, the Front End Equipment for the US Cellular Coliseum be purchased from Media Support Group in the amount of \$229,031.14, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution be adopted.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Gibson, Sprague, 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 Office, Suite and Restaurant/Club Furniture for US Cellular Coliseum

Central Illinois Arena Management (CIA) staff respectfully requests that Council waive the formal bidding process and approve the purchase of office, suite and restaurant/club furniture for the US Cellular Coliseum. CIA staff plans to use the US Commodities pricing for same. These items would be purchased from Lincoln Office in the amount of \$190,613.70.

Funds for this purchase have been budgeted in the fixed asset and the operational accounts. The original estimated and budgeted fixed asset amount was \$45,000 and contains \$47,917.93. The original estimated and budgeted operational cost was \$150,000, of which \$142,695.77 will be spent.

The following companies also provided proposals: 1.) Henricksen with a total cost of \$199,000; and 2.) Widmer with a total cost \$60,458. This figure was for office furniture only.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 09**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF OFFICE, SUITE AND RESTAURANT/CLUB
FURNITURE FROM LINCOLN OFFICE AT A PURCHASE PRICE OF \$190,613.70**

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

1. That the formal bidding process be waived and the Purchasing Agent be authorized to Purchase Office, Suite, and Restaurant/Club Furniture from Lincoln Office at a Purchase Price of \$190,613.70.

ADOPTED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Schmidt that the formal bidding process be waived, the office, suite and restaurant/club furniture for the US Cellular Coliseum be purchased from Lincoln Office in the amount of \$190,613.70, 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, Sprague, 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 Proposal Analysis for a Point of Sale System for US Cellular Coliseum

Upon review of several competitive proposals, Central Illinois Arena Management (CIA) respectfully recommends the purchase of a Point of Sale (POS) system from North Country Business Product, (NCBP) at a cost of \$201,815. NCBP is the local provider for the Micros Point of Sale system.

The following companies provided proposals: 1.) Quest \$208,620, 2.) Venue 1 \$213,863, 3.) Digital Dining \$221,230 and 4.) IFS \$296,549.

Micros is one of the industry leaders with the 9700 system in use at the following facilities: 1.) Savvis Center, St. Louis, MO, 2.) TWA Dome, St. Louis, MO 3.) Busch Stadium, St. Louis, MO and 4.) US Cellular Field, Chicago.

This system will provide inventory control for food and beverage as well as the retail space. It is capable of providing up to the minute reports regarding volume of services being provided for settlement purposes.

The POS vendor has provided requirements for this equipment, and server hardware is required to support this system. The City's Information Technology (IT) staff has configured the server hardware to the required specifications. The total cost for the hardware is \$8,168. IT will purchase this hardware using the City's current bid process waiver that was approved at the May 9, 2005 meeting. This allows staff to purchase computer hardware directly from the Hewlett Packard Western States Contracting Alliance.

Staff respectfully recommends that the POS system be purchased from North Country Business Product, in the amount of \$201,815, and the Purchasing Agent authorized to issue a Purchase Order for same. This purchase will come from the US Cellular Coliseum Fixed Asset Budget.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Alderman Crawford questioned if there was a server for this Point of Sale System. Tom Hamilton, City Manager, informed the Council that a server would be purchased. Alderman Crawford questioned backup.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Point of Sale system for the US Cellular Coliseum be purchased from North Country Business Products in the amount of \$201,815, 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, Sprague, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis for the Cultural District Ticketing System

On October 24, 2005, Council approved the Request For Proposals, (RFP) process enabling the Cultural District to solicit proposals to provide ticketing services for the Bloomington Center for the Performing Arts and other Cultural District facilities. Staff sent notices to ten (10) potential vendors. On December 16, 2005, staff received proposals from six (6) vendors: E-tix, Martech, Ticketmaster, Tessitura, Choice Ticketing and Tickets.com.

In an initial review of required functionality, Martech and E-Tix were eliminated, as they did not provide all requested functions. The remaining four vendors were evaluated as to their initial and continuing owner/city expenses, fees to patrons and revenue potential to the City.

Based upon a careful review, Choice Ticketing was selected for acquisition for the Cultural District. Their proposal filled all of the needed services relative to direct ticket and e-ticketing, as well as database management, e-marketing and donor relations as specified. Choice Ticketing offers the lowest long-term cost to the City for these ticketing services. Additionally, they also offer an annual flat fee for internet ticketing, enabling the Cultural District to both offer lower service fees to patrons of local non-profit organizations and maximize future revenue from e-ticket transactions. Staff has reviewed the technology and networking needs of this vendor with the City's Information Technology (IT) Department. It was determined that they would be able to accommodate Choice Ticketing's network needs. Staff will also work with the City's personnel to coordinate any server, hardware or installation needs necessary to facilitate this system.

Staff respectfully requests Council approval of the contract with Choice Ticketing to provide ticketing software, hardware, licenses, installation, training and ongoing services in the amount of \$51,000 for installation of the program, and \$14,000 annually for the ongoing services, and that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this purchase will come from the Cultural District account X21100-72620.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

INTERNET TICKETING AGREEMENT

This Internet Ticketing Agreement ("Agreement") is made and entered into this 8th day of March 2006 by and between Guaranteed Software Execution, an Ohio corporation, do business as Choice Ticketing Systems ("CTS") and CITY of Bloomington ("Licensee").

1. **Purpose.** Licensee enters into this Agreement with CTS to obtain internet ticketing services to allow Licensee to sell tickets online to all of its events setup and maintained within Licensee's Choice Ticketing System.

2. Responsibilities. CTS shall be responsible to design and maintain the necessary internet software ("Licensed Software web pages and web hosting services that will permit customers to purchase tickets to Licensee's events online.

Licensee shall be responsible to provide CTS with any and all content necessary to create web pages, maintain a "Buy Tickets Online" link from its website to CTS's web hosting site, provide CTS with a secure connection to its Ticketing Server and maintain its website in a manner that will promote internet ticket sales. Licensee shall set internet ticket prices and fees charged to customers and maintain Choice Ticketing Software in such a manner as to ensure that event names, dates, times, seating availability, prices and fees are accurate and properly updated to and displayed on CTS's web hosting site. Licensee agrees to fulfill internet ticket sales in the same manner as it fulfills box office ticket sales. Finally, Licensee agrees to maintain the confidentiality of this Agreement.

3. Term. The initial term of this Agreement shall be for 5 years ("Initial Term") commencing on the date set forth above. Thereafter, this Agreement shall automatically renew for an additional 5 year term ("Renewal Term") at the same 5 year flat rate as indicated in Section 4. Fees and payable in the same annual installments, unless either party shall notify the other in writing that it does not wish to renew this Agreement at least one hundred and eighty (180) days before the end of the Initial Term or ninety (90) days before the end of the then current Renewal Term, as the case may be. As used herein, "Term" means the Initial Term plus any applicable Renewal Term. In the event of termination of the Software License Agreement, this Agreement shall cease and any remaining funds due that are related to the then current "Term" shall be due and payable within forty-five (45) days of said Termination, except in the case of infringement or in the event that CTS elects to refund the License fee as provided in section 7 of the Software License Agreement.

4. Fees. Licensee shall pay CTS an initial setup fee of \$1200. In turn, Licensee hereby enters into a non-cancelable lease to use Choice.Net for 5 years at a flat rate of \$50,000 payable in annual installments of \$10,000 per year paid at the beginning of each year.

5. Payment. Without limiting CTS's other rights and remedies, invoices not paid when due shall accrue late charges at a rate of 1.5% per month from the date such payment is due until the date paid.

6. Warranty. Licensee shall ensure that the Software Program is correctly used on the designated system in the manner set forth by CTS. In turn, CTS shall correct any errors in the Software Program discovered by the Licensee for a period of ninety (90) days from the date of delivery of the Software Program at the conclusion of software installation. Errors are defined as inaccuracies in the Software Program, but do not include enhancements of procedures, programs, and/or documentation.

7. Advertising. In all advertising and promotional materials related to ticket sales, Licensee shall make a good faith effort to promote the purchase of tickets online. Specifically, Licensee shall prominently display information on their website that promotes the sale of tickets online, display the Choice.Net logo and provide a link to the Choice Ticketing Systems homepage.

8. Data. CTS shall only collect customer information approved by Licensee. CTS shall keep any and all customer information confidential and will not sell it for any reason. Although CTS updates Licensee's Choice Ticketing Software with customer information captured from online transactions, CTS cannot and does not make any representation regarding the accuracy of the information entered by customers.

9. Software. The Licensed Software is proprietary to CTS and shall remain the property of CTS before, during, and after termination of this Agreement. Any license, including any perpetual license, is merely a grant of the right to Use the Licensed Software as specified in this Agreement, and in no manner implies any ownership of the Licensed Software or part thereof, by the Licensee. Licensee understands and agrees that by entering into this Agreement, Licensee acquires no rights to any patents, trademarks, copyrights or any other intellectual property of CTS.

Licensee shall take all reasonable precautions to maintain the confidentiality of the Software Program. Licensee shall use the Software Program solely on Licensee's Ticketing Server and shall establish and maintain adequate security measures to safeguard the Software Program from theft or access by any person other than employees of Licensee in the normal course of their employment.

Licensee understands and agrees that CTS's software and processes are being used for the purpose of this Agreement and Licensee does not have the right to transfer the software, intellectual property, trade secrets or know-how to any third party. Licensee further understands that Choice.Net is the only authorized internet ticketing software product that integrates with Choice Ticketing Software and as such, Licensee agrees not to allow any party to provide internet ticketing software or services that updates the Choice Ticketing databases without the express written consent of Choice Ticketing Systems. Licensee acknowledges that the scope of the licenses granted hereunder does not permit Licensee (and Licensee shall not allow any third party) to decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any underlying ideas, underlying user interface, techniques or algorithms of the Licensed Software by any means whatever or disclose any of the foregoing. In turn, Licensee shall not modify, incorporate into or with other software, or create a derivative work of the Licensed Software.

CTS shall be free to sell or license the Licensed Software to any other individual or organization, as it deems convenient, desirable, and appropriate.

10. Software Support. As part of Licensee's Software Support Agreement with CTS, CTS will provide support for Choice.Net in a same manner as it provides support for Choice Ticketing Software.

11. Responsibility for Internet Security. Licensee agrees to provide CTS with a secure connection to Licensee's Ticketing Server based on the connection requirements of Choice.Net. In turn, Licensee agrees to ensure that this connection is secure and that any internet security hardware and/or software used to secure this connection is properly installed and maintained during the term of this Agreement. Further, CTS is not responsible if the Ticketing Server is

compromised by an unauthorized intruder and Licensee agrees to indemnify and hold harmless CTS from any liability related to such intrusion.

12. Responsibility for Events. In the course of providing internet ticket services, Licensee agrees that CTS will not be required to purchase any tickets to Licensee's events on its own behalf to hold in inventory. Further, CTS is not responsible for the nature or the quality of Licensee's events and in no way is CTS responsible for any costs associated with the cancellation of any of Licensee's events. In turn, Licensee agrees to indemnify and hold harmless CTS from any liability related to the nature, quality or cancellation of any of Licensee's events.

13. Limitation of Liability

Direct Damages. Notwithstanding any provision to the contrary, CTS's total liability to Licensee arising out of or related to the use or performance of the Licensed Software or CTS's performance or nonperformance under this Agreement shall not exceed, in the aggregate, an amount equal to the sum of the license fees received by CTS from Licensee.

Consequential Damages. Under no event shall CTS be liable for any special, incidental or consequential damages arising in any way out of this Agreement or the use of the Licensed Software.

14. Indemnification.

By Licensee. Licensee shall indemnify, defend and hold harmless CTS and its employees, officers and agents from and against all liability, claims, suits, losses, damages, costs and demands, including legal expenses and attorneys' fees, on account of personal injury (including death), property damage (including loss of use) or any other claims, losses and damages whatsoever, economic or otherwise, by whomsoever suffered or alleged to have been sustained, arising out of or resulting from, directly or indirectly, the possession, use or operation of the Licensed Software, whether negligent or not, by Licensee, its employees or agents.

By CTS. CTS shall indemnify, defend and hold harmless Licensee and its employees, officers and agents from and against any suit or proceeding brought against Licensee to the extent that it is based on a claim that any aspect of the Licensed Software used within the scope of this Agreement constitutes an infringement of any patent, trademark, copyright or trade secret rights. In case the use of the Licensed Software, or any part thereof, is in such suit held to be infringing and its use is enjoined, CTS, at its option, may (i) terminate internet ticketing services until such time as CTS determines that it is within its legal rights to again offer internet ticketing services; (ii) procure the right for Licensee to continue using the Licensed Software; (iii) replace or modify the Licensed Software so as to make it non-infringing within a commercially reasonable timeframe; (iv) or, refund of the license fees received by CTS based on a pro rata share from the time of said infringement and, in this case, Licensee shall be released from any further obligation under this Agreement. The foregoing states the entire liability of CTS with respect to infringement of any copyright, patent, trademark or trade secret by the Licensed Software, or any portion thereof.

Limitation. The foregoing indemnities are conditioned on (i) prompt written notice of any claim, infringement or proceeding subject to indemnity; (ii) reasonable cooperation by the indemnified party in the defense and settlement of such claim, at the expense of the indemnifying party; and (iii) prior written approval by the indemnifying party of any settlement, which approval shall not be unreasonably withheld.

15. Representations and Warranties. CTS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CTS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO LICENSEE OR ANY OTHER PARTY EVEN IF CTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Miscellaneous.

Governing Law. This Agreement shall be governed by and subject to the laws of the State of Illinois.

Independent Contractors. Both parties are independent contractors. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, or employer/employee relationship. Neither party shall be liable for the debts or obligations of the other.

Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and the enforceability of all other provisions of this Agreement shall not be affected thereby.

Force Majeure. Any delays in or failure of performance of CTS or Licensee shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delays or failure of performance are caused by circumstances beyond the control of CTS, including, but not limited to, acts of God, fire, flood, war, strikes or other concerted work stoppage of labor, breakage or failure of apparatus or equipment, inability to obtain equipment or transportation or loss of any necessary utility.

No Waiver. The waiver by either party of a default of the other party shall not be considered to be a waiver of any subsequent default. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Notices. Notices to be given or submitted by either party to the other pursuant to the Agreement shall be deemed given, upon receipt in writing and sent by Certified Mail, Return Receipt Requested or by traceable courier service (such as UPS or FedEx)

Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original and all of which together shall constitute one and the same agreement.

THE LICENSEE'S REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE. THE LICENSEE AND CTS ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, INCLUDING ALL PRINTED LANGUAGE, AND THAT THEY UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. THE LICENSEE AND CTS FURTHER ACKNOWLEDGE THAT THIS DOCUMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND CTS.

AGREED AND ACCEPTED:

FOR CTS

Douglas J. Crothers/President

March 20, 2006

FOR LICENSEE

Stephen F. Stockton, Mayor

March 8, 2006

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of March, 2006, by and between Guaranteed Software Execution, doing business as Choice Ticketing Systems (herein called "CTS"), an Ohio corporation and City of Bloomington, a(n) Municipal corporation ("Licensee").

1. DEFINITIONS

"Contract Amount" means the initial cost of the software, hardware, installation, training, support and miscellaneous items defined in Addendum A.

"Licensed Software" means the Software Program, the Software Documentation, any Updates and/or New Releases provided by CTS to Licensee.

"Software Program" means the software programs and modules specified in Addendum A to this Agreement.

"Software Documentation" means the system documentation provided by CTS with each Software Program including any specifications and/or user manuals.

"Updates" means modifications to the Licensed Software providing corrections and minor improvements, incremental features or enhancements of existing features and/or functionality to the Licensed Software.

"New Release" means significant changes in the Licensed Software that provides performance improvements, architectural changes or new features and/or functionality to the Licensed Product for which CTS may charge a separate license fee.

"Number of Users" means the number of seat or concurrent licenses purchased by the Licensee to be installed on individual workstations.

"Intellectual Property Rights" means all patents, patent rights, copyrights, trade secrets, service marks and trademarks, and any applications for any of the foregoing, in all countries of the world.

"Hardware" means the computer equipment described in a Hardware Purchase Agreement between Licensee and CTS that is owned or leased by Licensee.

2. SCOPE OF LICENSE

CTS hereby grants to Licensee, in consideration of Licensee's payment of such license fee, a perpetual, non-transferable, non-exclusive license to Use the Software Program at the Installation Site(s) and on the System(s) designated in Addendum A, subject to the terms, conditions, and provisions of this License Agreement. All rights in the Licensed Software not expressly granted in this Agreement are reserved.

Licensee shall not permit another to use, sell, assign, transfer, and sublicense or otherwise dispose of the Software Program or any part thereof, to any other person, firm, or corporation without the prior written consent of CTS. The Licensee shall not assign, transfer, mortgage, charge, or pledge any of its rights or obligations under this Agreement.

Licensee shall take all reasonable precautions to maintain the confidentiality of the Software Program. Licensee shall use the Software Program solely at the Installation Site(s) and shall establish and maintain adequate security measures to safeguard the Software Program from theft or access by any person other than employees of Licensee in the normal course of their employment. Licensee may copy the Software Program solely for back-up purposes and may not copy the Software Documentation without written permission from CTS. Licensee agrees to reproduce and include all copyright notices and other proprietary legends from the original copy of the Licensed Software on any permitted copies made by Licensee in any media.

Licensee acknowledges that the scope of the licenses granted hereunder does not permit Licensee (and Licensee shall not allow any third party) to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any underlying ideas, underlying user interface techniques or algorithms of the Licensed Software by any means whatever, or disclose any of the foregoing; or (ii) modify, incorporate into or with other software, or create a derivative work of the Licensed Software.

Licensee is responsible to ensure that its operation is not interrupted due to (i) system failure, (ii) hardware malfunction, (iii) network malfunction, (iv) internet connectivity malfunctions, and (v) system security breaches. Additionally, Licensee agrees to back-up its Choice Ticketing databases and the Software Program at least once every 24 hours and secure such back-ups in a safe and fire-proof location to be readily accessible in order to restore said Choice Ticketing databases and the Software Program should the system become inoperable. In any case, CTS

will not be held liable for any loss of business revenue or profits resulting from an interruption in Licensee's business.

The Licensee may Use the Software Program in their capacity as Producer, Presenter or Renter. The Software Program may not be used to sell tickets for outside organizations that are not related to the Licensee in their capacity as Producer, Presenter or Renter. Should the Licensee desire to Use the Software Program for such an organization, a fee of Twenty Five Cents (\$0.25) Per Ticket shall be assessed in recognition of the lost sales opportunity to CTS.

3. LICENSE FEES AND CHARGES

License Fee. Licensee agrees to pay CTS the Contract Amount as described in Addendum A to this Agreement. Unless otherwise agreed upon, the initial payment shall equal fifty percent (50%) of the Contract Amount. The remaining payment is due and payable by Licensee by 12:00pm on the final day of the initial training period. In the event Licensee fails to make payment of the balance due the license will be suspended preventing Licensee's access to the Software Program, until such time payment is received by CTS, unless otherwise agreed upon.

Taxes. In addition to the License Fee, Licensee shall pay any applicable taxes levied upon the Software Program as a result of this Agreement.

Out-of-pocket Expenses. Licensee shall reimburse CTS for all reasonable and mutually agreed upon out-of-pocket expenses incurred by CTS in the performance of the installation and initial education and support services, including without limitation, expenses for media to transmit, communications resulting from modem usage, shipping charges, reproduction, travel, meals and lodging.

Late Payment. Any invoice that remains outstanding forty-five (45) days past the date of invoice shall incur interest at 1.5% per month. Customer's failure to compensate CTS in a timely manner shall be deemed a material breach of this Agreement.

4. ADD-ONS, UPGRADES, NEW RELEASES AND SUPPORT

A separate license and license fee is required for each additional installation site or other location not specified in Addendum A where the Software Program is utilized in any manner by Licensee or any other individual or organization.

Licensee may add additional users or CTS Software Programs, as offered by CTS, ("Add ons") to license hereunder by executing a supplemental Exhibit to this Agreement. Such Add-ons shall be deemed part of the Licensed Software and subject to the terms and conditions of this Agreement. Applicable fees payable for such Add-ons shall be set forth in the supplemental Exhibit.

CTS may from time to time issue Updates to the current version or offer New Releases of the Covered Software. Licensee shall be entitled to receive Updates at no charge provided the Licensee has maintained its Service Agreement from the date of installation. New Releases may

be subject to an additional license fee in accordance with CTSs then current rates. Licensee agrees to reimburse CTS for reasonable out-of-pocket expenses incurred by CTS in delivering same, including expense for travel, meals and lodging.

At the request of Licensee, CTS shall attempt to provide custom enhancements to the Software Program, at CTS's current rate per hour, invoiced and payable within terms.

To ensure the proper use and operation of the Software Program, Licensee agrees to purchase support for the Software Program under a separate Service Agreement for a minimum period of one (1) year after initial installation of the Software Program. At the expiration of the initial term of the Service Agreement, Licensee may renew for continued support services, at CTS's then current rates. CTS reserves the right to increase its support services rate at its discretion, provided it does so in writing no later than sixty (60) days prior to the expiration of the Service Agreement.

5. OWNERSHIP

The Licensed Software is proprietary to CTS and shall remain the property of CTS before, during, and after termination of this Agreement. Any license, including any perpetual license, is merely a grant of the right to Use the Software Program as specified in this Agreement, and in no manner implies any ownership of the Software Program or part thereof, by the Licensee. In the event any modifications or enhancements are made to the Licensed Software, all right, title and interest in any such modifications and any copies of the Licensed Software shall be and remain with CTS, whether developed by CTS or Licensee.

CTS shall be free to sell or license the Software Program to any other individual or organization, as it deems convenient, desirable, and appropriate.

6. PROPRIETARY RIGHTS

Licensee acknowledges that the Licensed Software is a commercially valuable asset that constitutes a trade secret of CTS and that it contains confidential information proprietary to CTS. Licensee shall take all reasonable precautions to maintain the confidentiality of the Software Program and to prevent copying or duplication of the Licensed Software or any part or parts thereof by any person for any purpose whatsoever, except as expressly authorized in writing by CTS.

Licensee agrees to immediately notify CTS of any unauthorized use, copying and/or disclosure of the Licensed Software and further agrees to take such actions as are necessary to cease and prevent any such further use, copying, and/or disclosure. Violation of any provision of this Section 6 shall be the basis for immediate termination of this Agreement.

Licensee acknowledges that any use or disclosure of the Licensed Software in violation of or in any manner inconsistent with this Agreement would cause substantial and irreparable injury to CTS, and that CTS's remedies at law will not be adequate. Accordingly, the parties agree that CTS shall be entitled to injunctive relief with respect to any breach, or threatened breach of

Licensee's covenants in this Agreement, and that such right shall be in addition to, and not in limitation of, any other rights or remedies to which CTS is or may be entitled at law or equity.

7. WARRANTIES, LIMITATIONS AND DISCLAIMER

Licensee shall ensure that the Software Program is correctly used on the designated system in the manner set forth by CTS. In turn, CTS shall correct any errors in the Software Program discovered by the Licensee for a period of ninety (90) days from the date of delivery of the Software Program at the conclusion of software installation. Errors are defined as inaccuracies in the Software Program, but do not include enhancements of procedures, programs, and/or documentation.

In the event of nonconformance of the Software Program, Licensee shall promptly notify CTS and provide CTS with all available information in written form to enable CTS to reproduce the problem. CTS's sole obligation is to undertake reasonable commercial efforts to correct problems reported by Licensee during the warranty period. CTS's sole liability and Licensee's exclusive remedy with respect to breach of the foregoing limited warranty will be limited to correction of the Licensed Software so that it will substantially perform as warranted or product replacement, or if neither is in CTS's opinion commercially feasible, refund of the license fee received by CTS from Licensee. CTS does not represent or warrant that the Licensed Software shall be free of defects and Licensee understands and acknowledges that due to its nature and complexity, software programs, even those in use for years, are not without some defects.

CTS shall not be obligated to make any corrections in the event the nonconformance resulted from (i) any modifications, changes, updates, or additions to the Software Program made by any person or entity other than CTS; (ii) misuse (including unauthorized maintenance) or damage of the Software Program by Licensee; (iii) Licensee's use of any software not owned by CTS; or (iv) failure of Licensee to install Updates to the Software Program, which were issued to Licensee by CTS.

CTS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CTS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO LICENSEE OR ANY OTHER PARTY EVEN IF CTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION

By Licensee. Licensee shall indemnify, defend and hold harmless CTS and its employees, officers and agents from and against all liability, claims, suits, losses, damages, costs and demands, including legal expenses and attorneys' fees, on account of personal injury (including death), property damage (including loss of use) or any other claims, losses and damages whatsoever, economic or otherwise, by whomsoever suffered or alleged to have been sustained,

arising out of or resulting from, directly or indirectly, the possession, use or operation of the Licensed Software, whether negligent or not, by Licensee, its employees or agents.

By CTS. CTS shall indemnify, defend and hold harmless Licensee and its employees, officers and agents from and against any suit or proceeding brought against Licensee to the extent that it is based on a claim that any aspect of the Licensed Software used within the scope of this Agreement constitutes an infringement of any patent, trademark, copyright or trade secret rights. In case the use of the Licensed Software, or any part thereof, is in such suit held to be infringing and its use is enjoined, CTS, at its option, may (i) procure the right for Licensee to continue using the Licensed Software; (ii) replace or modify the Licensed Software so as to make it non-infringing in a commercially reasonable timeframe; or (iii) refund the license fee received by CTS from Licensee so that Licensee may select an alternative software solution. The foregoing states the entire liability of CTS with respect to infringement of any copyright, patent, trademark or trade secret by the Licensed Software, or any portion thereof.

Limitation. The foregoing indemnities are conditioned on (i) prompt written notice of any claim, infringement or proceeding subject to indemnity; (ii) reasonable cooperation by the indemnified party in the defense and settlement of such claim, at the expense of the indemnifying party; and (iii) prior written approval by the indemnifying party of any settlement, which approval shall not be unreasonably withheld.

9. LIMITATION OF LIABILITY

Direct Damages. Notwithstanding any provision to the contrary, CTS's total liability to Licensee arising out of or related to the use or performance of the Licensed Software or CTS's performance or nonperformance under this Agreement shall not exceed, in the aggregate, an amount equal to the sum of the license fees received by CTS from Licensee.

Consequential Damages. Under no event shall CTS be liable for any special, incidental or consequential damages arising in any way out of this Agreement or the use of the Licensed Software.

10. TERMINATION

Either party shall have the right to terminate this Agreement with or without cause upon giving thirty (30) days prior written notice of such termination to Licensee. Either party may only terminate with cause in the event that: (i) the other party is in breach of any provision of this Agreement; (ii) the business of the other party is terminated or suspended; (iii) the other party suffers a Change in Control in ownership; or (iv) the other party becomes bankrupt, whether voluntary or involuntary, or the subject of bankruptcy proceedings, or subject to a general assignment for the benefit of its creditors or similar insolvency proceedings. Termination of this Agreement, for any reason, shall not relieve either party of liability for payment of sums due or to become due to the other party.

In the event that this Agreement is terminated, the rights of Licensee to use the Software Program shall cease, but the obligations of confidentiality and other protective covenants

accruing to the benefit of CTS shall continue after such termination. If this Agreement, is terminated, all versions of the Software Program given to Licensee at any time during this Agreement shall be magnetically erased, otherwise destroyed or where appropriate shall be put at the disposal of CTS.

If, at some future date, CTS decides to terminate direct support for the Software Product, and fails to contract to provide this support by means of a third party, then CTS agrees to distribute the source code for the Software Program to members enrolled in the Software Support Program at that time for the sole purpose of allowing these members to Use the source code to support their own systems. In no way does this distribution imply that the members have ownership of this source code or the right to market or share this source code with other individuals or entities. In turn, all the rights, obligations, and protective covenants defined in this Agreement with respect to the Software Program shall apply to the source code of the Software Program.

11. PUBLICITY

CTS shall have the right to disclose to third parties that Licensee is a patron of CTS products. CTS shall also be permitted to issue press releases or make public statements with respect to Licensee's use of the CTS products.

12. MISCELLANEOUS

Governing Law This Agreement shall be governed by and subject to the laws of the State of Illinois.

Independent Contractors. Both parties are independent contractors. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, or employer/employee relationship. Neither party shall be liable for the debts or obligations of the other.

Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and the enforceability of all other provisions of this Agreement shall not be affected thereby.

Force Majeure. Any delays in or failure of performance of CTS or Licensee shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delays or failure of performance are caused by circumstances beyond the control of CTS, including, but not limited to, acts of God, fire, flood, war, strikes or other concerted work stoppage of labor, breakage or failure of apparatus or equipment, inability to obtain equipment or transportation or loss of any necessary utility.

No Waiver. The waiver by either party of a default of the other party shall not be considered to be a waiver of any subsequent default. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Notices. Notices to be given or submitted by either party to the other pursuant to the Agreement shall be deemed given, upon receipt in writing and sent by Certified Mail, Return Receipt Requested or by traceable courier service (such as UPS or FedEx).

Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original and all of which together shall constitute one and the same agreement.

THE LICENSEE'S REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE. THE LICENSEE AND CTS ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, INCLUDING ALL PRINTED LANGUAGE, AND THAT THEY UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. THE LICENSEE AND CTS FURTHER ACKNOWLEDGE THAT THIS DOCUMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND CTS.

AGREED AND ACCEPTED:

FOR CTS

FOR LICENSEE

Douglas J. Crothers/President

Stephen F. Stockton, Mayor

March 28, 2006

March 8, 2006

Alderman Crawford questioned this item. He noted that the two (2) facilities were moving in two (2) different directions. He expressed his opinion that there should be a single point of sale system. Tom Hamilton, City Manager, noted that the facilities would be linked. The systems selected were based upon the size of the venue and the volume of tickets sold.

Mayor Stockton noted that the Cultural District, (CD), would also offer the building for community uses. The CD would issue the tickets for these events. Mr. Hamilton noted that there would be a flat fee for use of the system. Staff had recommended the best and most cost effective use. Mayor Stockton noted that there would be significant community use of the Bloomington Center of the Performing Arts, (BCPA).

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

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

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

Nays: None.

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

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order #8 to the Contract with P.J. Hoerr, Inc. for the Renovation of the Bloomington Center for the Performing Arts

P.J. Hoerr, Inc. has requested the following change orders to their contract for work associated with the renovation of the Bloomington Center for the Performing Arts. These change orders were reviewed by staff, who found them to be acceptable. The total amount of these change orders is \$46,233.89, and include the following:

#54 Revisions & additions to eight radiator cavities	3,545.79
#62 Provide insulated metal panel in lieu of translucent panel	-82.00
#68 Provide new framing and wall finish in room 116	2,043.00
#76 Provide new wall between stage 202 & stairs 24 & 220	1,367.00
#77 Provide new wall surface at stage right & left proscenium wall	936.00
#78 Removal & replacement of auditorium ceiling wires	12,339.00
#79 Provide new wall construction at door openings 214A & 215A	2,483.00
#80 Provide new drywall finish in lieu of new plaster finish	-4,308.00
#83 Provide different light fixtures because of ceiling clearance	1,964.00
#85 Provide revised electrical routing above vestibule 100	1,793.00
#86 Provide revised electrical routing in miscellaneous locations	2,310.00
#87 Provide revised electrical routing in kitchen	352.00
#88 Provide removal of light fixtures in galleyway	176.00
#90 Replace existing fire alarm strobe devices with new devices	3,038.00
#91 Underpin existing outer wythes of north masonry wall	2,305.10
#92 Provide additional P-traps and vent lines in areaway	4,868.00
#93 Remove existing catwalk above auditorium ceiling	2,402.00
#95 Provide repairs to plaster ceiling support system below balcony	481.00
#96 Change light fixture types to fit space	565.00
#99 Provide auditorium ceiling infillon plaster barrel vaults	3,172.00
#100 Provide metal trim at light slot openings in auditorium ceiling	<u>4,484.00</u>
	46,233.89
Total this Change Order	46,233.89
Revised contract	<u>11,213,483.62</u>
New Total Amount	11,259,717.51

This work is outside the existing contract of P.J. Hoerr. Changes are being requested to provide new cavity enclosures due to the existing enclosures being in such poor condition. A price reduction for the metal panel above the loading dock door was approved. New wall framing was

needed due to substandard substrate condition. The replacement of an existing substandard partition between the stage and stairs was needed.

A furred out wall surface to accommodate flush-mounting of electrical stage equipment was needed. It was necessary to remove old pencil wire supports in conflict with the new catwalks and reattach the auditorium ceiling with new wire. New walls at door openings 214A & 215A to replace existing walls which were not stable enough to accommodate demolition for the new door openings were needed. A price reduction for drywall with epoxy paint finish in rooms 112, 116, 117 and 226 was approved.

Different light fixtures in two locations to accommodate the shallow height above the ceiling were needed. Revised electrical routing in numerous locations to comply with codes avoiding conflicts with mechanical and plumbing installations was needed. The removal of existing light fixtures that were expected to remain, but due to the ceiling removal became necessary to accommodate existing duct removal. Replacement of the existing fire alarm strobe devices with new devices was needed because the old can not be synchronized with the new which is required by code. The underpinning of existing outer wythes of the north masonry wall was necessary as it was discovered to be unsupported during excavation.

Additional P-traps and vent lines were necessary for areaway drains required by the City Plumbing Inspector. The removal of the existing wooden catwalk above the auditorium ceiling was necessary as it conflicts with the fire suppression system. Repairs to the pencil wire supporting the ceiling below the balcony was necessary. Infill on portions of plaster barrel vaults at the auditorium ceiling was necessary where existing light slots were not entirely encompassed by the new theatrical light slots. New metal trim at all theatrical light slots in the auditorium ceiling was necessary.

This change order amount will be added to the guaranteed bid price and will be paid for out of the renovation contingency fund.

Contingency Fund:	\$600,000.00
Total Change Orders to date:	\$271,517.51
Contingency Balance:	\$328,482.49

Staff respectfully recommends that Council approve this change order to the contract with P.J. Hoerr, Inc. in the amount of \$46,233.89, and the Resolution be adopted. Payment for this work will come from account X21100-72620 of the Cultural District budget.

Respectfully,

C. Bruce Marquis
Executive Director

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 10**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$46,233.89 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND P.J. HOERR, INC. FOR THE RENOVATION OF THE CENTER FOR THE PERFORMING ARTS**

WHEREAS, the City of Bloomington has previously entered into a contract with P.J. Hoerr, Inc. for the Renovation of the Center for the Performing Arts; and

WHEREAS, for the reasons set forth in a staff report dated January 23, 2006 it was necessary to perform the following work:

to provide new cavity enclosures due to the existing enclosures being in such poor condition. A price reduction for the metal panel above the loading dock door was approved. New wall framing was needed due to substandard substrate condition. The replacement of an existing substandard partition between the stage and stairs was needed. A furred out wall surface to accommodate flush-mounting of electrical stage equipment was needed. It was necessary to remove old pencil wire supports in conflict with the new catwalks and reattach the auditorium ceiling with new wire. New walls at door openings 214A & 215A to replace existing walls which were not stable enough to accommodate demolition for the new door openings were needed. A Price reduction for drywall with epoxy paint finish in rooms 112, 116, 117 and 226 was approved.

Different light fixtures in two locations to accommodate the shallow height above the ceiling were needed. Revised electrical routing in numerous locations to comply with codes avoiding conflicts with mechanical and plumbing installations was needed. The removal of existing light fixtures that were expected to remain, but due to the ceiling removal became necessary to accommodate existing duct removal. Replacement of the existing fire alarm strobe devices with new devices was needed because the old can not be synchronized with the new which is required by code. The underpinning of existing outer wythes of the north masonry wall was necessary as it was discovered to be unsupported during excavation.

Additional P-traps and vent lines were necessary for areaway drains required by the City Plumbing Inspector. The removal of the existing wooden catwalk above the auditorium ceiling was necessary as it conflicts with the fire suppression system. Repairs to the pencil wire supporting the ceiling below the balcony was necessary. Infill on portions of plaster barrel vaults at the auditorium ceiling was necessary where existing light slots were not entirely encompassed by the new theatrical light slots. New metal trim at all theatrical light slots in the auditorium ceiling was necessary.

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the January 23, 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:

January 23, 2006

1493

That a change order in the amount of \$46,233.89 in the contract between the City of Bloomington and P.J. Hoerr, Inc. for the Renovation of the Center for the Performing Arts be approved.

ADOPTED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Change Order to the contract with P.J. Hoerr, Inc. in the amount of \$46,233.89 be approved, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for the US Cellular Coliseum - Food and Beverage Rough-in Hook-up

A change order for rough-in hook-up and architectural modifications required to implement the food and beverage plan for the concession stands and primary kitchen has been anticipated. This work was based upon the final design provided by the consultants working for Central Illinois Arena Management, (CIA). This work was not included in the original bid package for the US Cellular Coliseum because plans were not completed when those items were bid a year and a half ago, and the Management Agreement was not finalized until this past fall.

According to the approved Management Agreement, these costs are to be the responsibility of the owner of the building, which is the City. This is a change order that Mr. Johnston of Johnston Contractors, Inc. discussed with Council late last summer and again in October.

The total amount of this Change Order is \$471,386. Funding for this change order should come from the US Cellular Coliseum operating fund and then reconciled with the project's contingency amount upon project completion. The contingency fund for the Coliseum project contains \$831,726. Inclusion of this change order following project completion would leave a positive contingency balance of \$360,340. There is likely to be some small change orders still remaining and should be covered within the balance of the contingency fund.

Staff respectfully recommends that Council approve this change order in the amount of \$471,386, and the Resolution adopted.

Respectfully,

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 11

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$471,386 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND JOHNSTON CONTRACTORS, INC., FOR THE US CELLULAR COLISEUM

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. For the US Cellular Coliseum; and

WHEREAS, for the reasons set forth in a staff report dated January 23, 2006 it was necessary to add the rough-in hook-up and architectural modifications required to implement the food and beverage plan for the concession stands and primary kitchen; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the January 23, 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 \$471,386 in the contract between the City of Bloomington and Johnston Contractors, Inc. for the US Cellular Coliseum be approved.

ADOPTED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Schmidt questioned this item. Tom Hamilton, City Manager, noted that this was a separate item.

Alderman Huette questioned that this item was not included as part of the original project and therefore there were not any dollars in the budget for same. Mr. Hamilton noted that this item could have been put in as an allowance. The decision was made to not take that action. Alderman Huette noted that this item would have increased the cost by an additional half million dollars. Mr. Hamilton cited the contingency budget which contained \$1 million.

Mayor Stockton was reconciled to its use, (the contingency fund). There would be \$300,000 left in this fund. Mr. Hamilton noted that dollars would be needed for the building and parking deck. The streets were separate. The state provided \$1 million for the streets and a half million for the intersections. Only \$300,000 would be needed.

Alderman Huette questioned use of the contingency fund. This expense was not typical. Mr. Hamilton restated that this project was outside of the contract.

Mayor Stockton stated that the specifications were not available at the time of the bid. Funds were placed in the contingency fund. He requested a full accounting. This fund had been tracked well.

Alderman Sprague stated that all large capital fund projects have contingency funds, (Cultural District and US Cellular Coliseum). Alderman Schmidt added that the library project also had a contingency fund. She noted that they were useful to have.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Change Order to the contract with Johnston Contractors, Inc. for the rough-in hook-up and architectural modifications required to implement the food and beverage plan for the concession stands and primary kitchen be approved, in the amount of \$471,386, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order to US Cellular Coliseum Restaurant Finishes

A change order for \$19,613 has been requested for work required to complete the finish work in the restaurant area of the US Cellular Coliseum. This restaurant will be operated by Central Illinois Arena Management (CIA) and their concession consultant. Work required under this change order is being performed by the contractors all ready on site.

CIA will reimburse the City the total amount of this change order. This reimbursement is required as CIA are the operators of the restaurant, and as such are fully responsible for the costs associated with constructing it. Staff respectfully recommends that Council pass a motion approving this change order with the requirement that CIA reimburse the City for these costs.

Respectfully,

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 12

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$19,613 TO THE CONTRACT FOR THE US CELLULAR COLISEUM
FOR RESTAURANT FINISHES**

WHEREAS, the City of Bloomington has previously entered into a contract with Central Illinois Arena Management for the US Cellular Coliseum Arena Management Services; and

WHEREAS, for the reasons set forth in a staff report dated January 23, 2006 it was necessary to complete the finish work in the restaurant area of the US Cellular Coliseum; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the January 23, 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 \$19,613 for the US Cellular Coliseum be approved, with the requirement that CIA reimburse the City for same.

ADOPTED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Change Order to US Cellular Coliseum be approved in the amount of \$19,613, with the requirement that CIA reimburse the City for these costs, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for U S Cellular Coliseum - Concession Finishes

A change order has been requested for additional work required to complete the interior areas of the concession stands. This work included: required lighting; ceilings; painting of the walls; sealing of the floors, and the required fire protection. The total amount of this change order is \$105,014. This work was not part of the original bid package because the final design of the concession areas was not completed until this past summer and fall.

This cost will be split 50-50 between the City and Central Illinois Arena Management. The City's portion of this cost will cover the lighting and the floor sealing which were typical costs for the building. The City has paid for lighting and the final floor finish in the remainder of the building.

This work is outside of scope of the Johnston Contractors, Inc. contract. It will be reconciled from the contingency when the building is complete. This is the same approach that was used for the rough-in and hook-up work for the concession areas.

Staff respectfully recommends that Council approve the Change Order to the contract with Johnston Contractors, Inc. in the amount of \$105,014, and that the Resolution be adopted.

Respectfully,

Tom Hamilton
City Manager

RESOLUTION NO. 2006 - 13

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$105,014 IN THE CONTRACT BETWEEN THE CITY OF
BLOOMINGTON AND JOHNSTON CONTRACTORS, INC. FOR THE US CELLULAR
COLISEUM**

WHEREAS, the City of Bloomington has previously entered into a contract with Johnston Contractors, Inc. for the US Cellular Coliseum; and

WHEREAS, for the reasons set forth in a staff report dated January 23, 2006 it was necessary to add the required lighting; ceilings; painting of the walls; sealing of the floors, and the required fire protection; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the January 23, 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 \$105,014 in the contract between the City of Bloomington and Johnston Contractors, Inc. for the US Cellular Coliseum be approved.

ADOPTED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Change Order to the contract with Johnston Contractors, Inc. in the amount of \$105,014 be approved, with the requirement that Central Illinois Arena Management reimburse the City 50% of the expense, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Second Amendment to Intergovernmental Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Long term Combined Sewer Overflow Control Plan

On January 26, 2004, Council approved an Intergovernmental Agreement with BNWRD for sharing the cost of constructing improvements to the Combined Sewer Overflow (CSO) on Sugar Creek at Caroline Street and at Graham Street. Council later amended the Agreement, at the December 12, 2005 Council meeting to increase the total costs to be shared.

This Agreement needs yet another amendment at this time. BNWRD obtained a loan from the Illinois Environmental Protection Agency (IEPA) to finance the project costs. Although pursuant to the Agreement, the City is providing BNWRD with some of the funds to make the loan payments, the City has no direct obligation to the IEPA to repay the loan. The IEPA has requested that language to this effect be added to the Agreement. Paragraphs 4 and 7 of Article II were changed as requested.

It was necessary that BNWRD obtain a signed Agreement before the next regularly scheduled meeting to meet the loan application deadline. The amendment does not change the City's rights or obligations under the Agreement in any way. Staff thought it would be appropriate to have the Amended Agreement signed in advance, particularly given the importance of this project. It is now necessary for Council to approve the amendment and ratify that action.

Staff respectfully requests that Council approve the second amendment to the Intergovernmental Agreement between BNWRD and the City for the Long Term CSO Control plan and ratify the execution of the document by the Mayor and City Clerk on January 10, 2005.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

**AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN BLOOMINGTON
AND NORMAL WATER RECLAMATION DISTRICT AND THE CITY OF
BLOOMINGTON OF THE LONG-TERM COMBINED SEWER OVERFLOW
CONTROL PLAN**

ARTICLE I

Purpose

The Long-Term Combined Sewer Overflow (CSO) Control Plan shows requirement of the Federal Combined Sewer Overflow Control Policy and fulfills facility planning requirements for partial funding from the Illinois Environmental Protection Agency (IEPA) Revolving Loan Fund. THE CSO Control Plan recognizes the need to provide further treatment to minimize and potentially eliminate any impact of discharges to Sugar Creek. The Plan provides the infrastructure to eliminate several minor CSO outfalls and provides a minimum of primary treatment for those CSO outfalls which most frequently discharge to Sugar Creek. The minor CSO outfalls remaining in the existing combined sewer system will be monitored after improvements are in place to determine if the remaining CSO outfalls can be eliminated and which, if any, may provide further improvement.

ARTICLE II

Amended Agreement

**THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT
(BNWRD) AND THE CITY OF BLOOMINGTON (COB) AGREE TO THE
FOLLOWING:**

1. To adopt and implement the Bloomington and Normal Water Reclamation District and City of Bloomington Long-Term Combined Sewer Overflow (CSO) Control Plan, prepared by The Farnsworth Group, and dated March 2003, as well as the First Addendum to said Plan.
2. That BNWRD has already spent approximately Two Million Three Hundred Ninety Thousand Dollars (\$2,390,000) on facilities necessary to this project. The estimated cost to complete the work is Twenty Million Dollars (\$21,178,178), including engineering costs.

3. BNWRD will apply for an IEPA revolving loan in the principal amount of \$20,000,000 to fund the project. BNWRD will assume all costs for securing this loan.
4. **Repayment of Loan.** In the event that the IEPA issues the Loan, the parties acknowledge that the agreement memorializing the terms and conditions of the Loan (Loan Agreement) will be between the IEPA and the District. The parties further agree that the District shall repay the Loan in its entirety by submitting timely payments directly to the IEPA in accordance with the Loan repayment scheduled issued by the IEPA. As between the City of Bloomington and BNWRD, the City of Bloomington agrees to pay to BNWRD an amount equal to sixty percent (60%) of any IEPA loan principal and associated interest debt for a period of twenty (20) years. BNWRD may retire forty percent (40%) of the principal due to IEPA prior to the end of the twenty (20) year loan life. In the even that the BNWRD elects to retire its share of the principal prior to twenty (20) years, the BNWRD will have the IPA reschedule the loan. The City of Bloomington is responsible to complete payment to the District even if and after the District has repaid its 40% of the IEPA loan principal and associated interest debt pursuant to this agreement.
5. BNWRD, at its own expense, will develop plans and specifications, bid and contract with contractors for the construction work contemplated in the CSO Control Plan dated March 2003 and Addendum 1. The bidding specifications shall subdivide the project into three distinct phases. An alternative specification shall be offered which includes the entire project. The most cost beneficial bidding alternative as well as the availability of State Revolving Loan money during any given fiscal year of the project will both be considered in selection of the successful bid. Any bid that exceeds the amount of any IEPA loan shall be rejected.
6. Upon completion of the construction as outlined in the CSO Control Plan with Addendum 1, the BNWRD shall assume ownership of the system as described in the CSO Control Plan, with Addendum 1, and upon assuming ownership, will also assume all operating expenses of the CSO Relief Sewers and Storage Lagoons.
7. The BNWRD shall be entirely responsible, to IEPA, for repayment of the IEPA loan. The COB agrees to pay, on behalf of BNWRD, sixty percent (60%) of the loan amount. Each party shall hold the other harmless from any obligation to pay the other party's share of the repayment on the loan. Should either party breach this Agreement, then the breaching party shall be responsible for the other party's reasonable costs and attorneys' fees.
8. The BNWRD Staff shall explain the need for all change orders to the COB Engineer. Any change order which would necessitate an expenditure in excess of \$10,000 by the COB shall be approved by both the COB and the BNWRD.

ARTICLE III

Amendments

This Intergovernmental Agreement shall be binding upon all parties unless and until amended by agreement of all parties.

ARTICLE IV

Severability

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the agreement, or any part hereof, shall not render the remainder of this agreement invalid or unenforceable.

ARTICLE V**Effective Date**

This Intergovernmental Agreement shall continue in full force and effect beginning the day of, 2006 until such time as it may be amended or revised by the same action that caused its adoption. The parties hereto agree that the foregoing constitutes all of the agreement among all of the parties and in witness whereof, the parties have affixed their respective signatures on the date indicated below.

**BLOOMINGTON AND NORMAL
WATER RECLAMATION DISTRICT**

ATTEST:

Paul Brown
Vice President
1/9/06

H. Donald Merritt, Jr.
Clerk

CITY OF BLOOMINGTON

ATTEST:

Stephen F. Stockton
Mayor
1/10/06

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Schmidt that the amended Intergovernmental Agreement for the Long Term CSO control Plan with BNWRD be approved and the execution of the document by the Mayor and City Clerk on January 10, 2006 be ratified.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Contract for Renovations of the 3rd Floor of the Government Center Building

National City leased the third floor of the Government Center building when it was purchased and the purchase was made subject to that lease. There was no renovation to the third floor when the rest of the building was renovated. It had been planned to wait until National City vacated the floor before the Engineering Department offices were moved into the space. National City has since terminated their lease. The City is now in a position to begin the renovation process of that area.

The Public Building Commission, (PBC) will be responsible for the renovations, the same as it was for the rest of the building. The one difference is the method of financing. The PBC issued bonds to cover the costs of the first round of renovations. However, the bond issue did not include enough money to perform the work on the third floor. Rather than issuing additional bonds, the PBC has proposed that the City and County each pay for this work directly, with each unit of government paying an equal share of the costs.

The PBC has estimated the total cost of the project, including the preparation of plans and specifications, and bidding and letting contracts for the work to be \$1,628,708. The City's share of this would be \$814,354. This would be paid to the PBC in advance. If the cost of work exceeds this estimate, the City would be responsible for paying one half of any additional cost. Conversely, if the cost of the work is less than the estimate, the City would receive a refund of one half of any surplus. The funds for payment of the City's share are available in the general fund.

Staff respectfully requests that Council approve the proposed contract with the PBC, in the estimated amount of \$814,354, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

CONTRACT FOR RENOVATIONS OF THIRD FLOOR OF GOVERNMENT CENTER BUILDING

This contract is made and entered into as of the 6th day of December, 2005 between the Public Building Commission of McLean County, Illinois (the "PBC" the City of Bloomington (the "City"), and the County of McLean, Illinois (the "County").

RECITALS

A. The PBC is the owner of the premises at 115 East Washington Street, Bloomington, Illinois commonly known as the Government Center Building (the "Building") which is leased to both the City and the County for use by those respective entities for various governmental offices.

B. The PBC acquired title to the property from the City and the County and proceeded to issue bonds to finance certain renovations in the Building prior to the occupancy by the City and the County, except that no renovation or remodeling was done on the third floor of the Building because it was occupied by National City Bank under a written lease.

C. National City Bank has now vacated the entire third floor of the Building and it is now necessary to renovate and remodel the third floor so that it may be occupied by offices of either the City or the County or both.

D. The City and the County have both requested the PBC to contract with Young Architects to prepare the necessary plans and specifications for the renovation and remodeling (the "Project") and to thereafter advertise for bids for the Project and let contracts for the work necessary to complete the Project.

E. The cost of the Project including all architectural, advertising and legal fees as well as all construction costs shall be borne equally by the City and the County.

F. The parties wish to set forth their agreements with reference to the completion of the Project and the method of payment for the same.

IT IS THEREFORE AGREED by the Parties hereto as follows:

1. The PBC agrees to contract with Young Architects to prepare all of the necessary plans and specifications for the Project.

2. The PBC agrees to take bids for all work necessary to complete the Project following the necessary publication advertising the Project for bids.

3. The PBC agrees, upon receipt of an acceptable bid for the Project, to enter into a contract with the successful bidder and to complete the Project in accordance with the plans and specifications and, upon completion of the Project, turn over possession of the third floor to the City and/or the County.

4. Attached hereto and made a part hereof is the cost estimate of Young Architects for completion of the Project, including all architectural and engineering fees in the total amount of \$1,613,708.00. In addition, it is estimated that publication fees for construction bids for the

Project and legal fees of the PBC will total \$15,000.00 making the total estimated costs for the Project of \$1,628,708.00.

5. Upon the execution of this agreement the City and the County each agree to pay to the PBC the sum of \$814,354.00 being 50% of the total projected cost of \$1,628,708.00.

6. Included in the total projected cost of \$1,628,708.00 is \$1,480,708.00 for the Project itself excluding architectural and engineering fees. The City and the County each agree that in the event the total construction costs as evidenced by the contract executed by the PBC and the contractor exceeds \$1,480,708.00 they each will, promptly upon the execution of said contract by the PBC, pay to the PBC 50% of the difference between the total of the contract and the \$1,480,708.00 of estimated construction costs.

7. In the event that the total construction costs including change orders, architectural fees, legal fees of the PBC, advertising expenses and any other expenses incurred by the PBC in connection with the Project exceeds the total amount paid to the PBC by the City and the County pursuant to the provisions of paragraph 5 and 6 immediately above, the City and the County each agree to pay 50% of such excess amount to the PBC promptly upon being billed for the same by the PBC.

8. In the event that the total cost of the Project including all architectural and engineering fees, change orders, legal fees of the PBC, advertising for bids and all other expenses are less than the total amount paid to the PBC by the City and the County, the PBC agrees to refund to the City and the County each 50% of the unused amount. Such refund shall only occur after all expenses of the Project have been paid and the architect has issued its certificate of completion.

9. This contract contains the entire agreements and understandings between the parties and it may not be amended or modified in any way except by a written agreement executed by all parties.

IN WITNESS WHEREOF the parties have set their hands by their duly elected representatives on the date set opposite their respective signatures.

COUNTY OF MCLEAN

Michael Sweeny
Chairman, McLean County Board

ATTEST:

Peggy Ann Milton
Clerk of the McLean County Board, McLean County, Illinois

PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS

Robert Reed, Jr.

ATTEST:

John Morel
Secretary, Public Building Commission

CITY OF BLOOMINGTON

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
Clerk of the City of Bloomington

Alderman Schmidt questioned this item. She believed that the City's Engineering Department would occupy the building's third floor. She noted that McLean County would be paying half of the cost. Tom Hamilton, City Manager, informed the Council that there was a fifty fifty agreement between the parties. Alderman Schmidt noted that funds had been budgeted in the General Fund. She questioned when National City Bank would be leaving the facility. Mr. Hamilton noted that funds would be up fronted. He anticipated a March 2006 bid date. Once the bids were opened, the dollar figure would be adjusted.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Agreement with the Public Building Commission for the Renovation of the Government Center Building's Third Floor be approved in the amount of \$814,354, 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, Sprague, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: US Cellular Coliseum Pre - Opening Budget

Attached is the proposed Pre-Opening Budget for the Coliseum for the period January through April, 2006. Beyond April, 2006 the Coliseum will be on a City's fiscal year budget. The proposal is broken down into two parts. The first is for the period January – March which reflects growth toward opening, but in a similar fashion to what has been seen over the past year. The second period is for the month of April. April was separated out because it represents the first full month of operating with events. If April was not separated from the January – March period, the numbers would be skewed as they represent different operating conditions. Each budget period is accompanied by back up sheets for each line item.

January – March Budget Period - \$669,474.49

Highlights of this budget include growth in salaries as staff is increased toward the opening in April; a variety of professional fees to set up necessary operational components; event advertising, and a sizable contingency amount to cover unanticipated expenses. Expenses such as event advertising will be covered with revenues paid by event promoters. It is estimated that the football team will cover about \$10,000 of each month's pre-opening expenses, as resources are shared. If hockey becomes operational during this time frame, additional offsets will be calculated.

There is a "Commissions" line item of \$53,750. To date, no commissions have been paid to Central Illinois Arena Management, (CIA) for the sale of suites and club seats. Actual commissions paid will be based on actual sales. This budget reflects operations growth and start up costs moving toward the April 1, 2006 opening.

There are three items that have changed from previous drafts provided to Council. The first is an additional \$14,000 in advertising because of additional events. These funds will be recovered from event promoters. Furniture for the suites, club area, and various offices with an individual item cost of less than \$1,000 were added to this budget as it is not considered a fixed asset. It is not considered a fixed asset due to each pieces' value. These items were initially shown in the fixed asset budget. Additionally, signage is now included in this budget. It will be a deduction from contract with Johnston Contractors, Inc., in the amount of \$50,000. The signage bid is also on the January 23, 2006 Council agenda for approval.

April Budget - \$338,223.34

This budget reflects the first month of operations with events. It also reflects additional building operational inventory for cleaning supplies and tools, on-site storage containers, staff uniforms, utilities, and event staff. Funds are provided for advertising of events beyond April, most of which will be offset by revenues from promoters. Event related expenses will be reimbursed by each event, as each is reconciled. At this time, it is unknown what amount that will be.

This budget also shows three increases from previous drafts: An additional \$15,000 in event advertising; \$7,300 for janitorial supplies and equipment; and \$11,000 for staff training on the ticketing system. As with the current Pre-Opening Budget, monthly expenses will be approved by Council prior to payment. Staff respectfully recommends that Council approve the pre-opening budgets as presented, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Tom Hamilton
City Manager

(PRE-OPENING BUDGET DOCUMENTS ON FILE IN CLERK'S OFFICE)

Mayor Stockton questioned this item. Tom Hamilton, City Manager, stated that the pre opening budget would be included in the City's regular budget. The total budget would be presented in February 2006.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Pre - Opening budget for the US Cellular Coliseum 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, Sprague, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Liquor Commission

Subject: Application of Kobe Japanese Steak & Sushi, Inc., d/b/a Kobe Japanese Steak & Sushi, located at 401 N. Veterans Pkwy., Suite 7 & 8, for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Kobe Japanese Steak & Sushi, Inc. d/b/a Kobe Japanese Steak & Sushi, located at 401 N. Veterans Pkwy., Suite 7 & 8, requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present

at the hearing were Liquor Commissioners Stephen Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel, Lt. Timothy Stanesa, Police Department, and Tracey Covert, City Clerk; Cheung Wan Lam and Xian Guang Liu, owners and Applicant representatives.

Commissioner Stockton requested that the Applicant explain their business plan. Cheung Wan Lam, owner and Applicant representative, addressed the Commission. Kobe Japanese Steak and Sushi would bring Japanese culture to Bloomington. The liquor license would enhance the business and allow alcohol to accompany the food. The Applicants' family owned Kobe steak houses in Missouri and Arkansas. These establishments hold liquor licenses. This would be their first restaurant in Illinois. Mr. Lam currently resided in St. Louis, Missouri. He planned to move to the City when the restaurant opened.

Mr. Lam informed the Commission that the restaurant would offer Kobe steak. He explained the process of preparing this meal and its cost. Kobe Japanese Steak & Sushi would also offer filet mignon and New York choice.

Commissioner Buchanan noted that the Applicant's family operated restaurants in two (2) other states. Mr. Lam added that there were fourteen (14) restaurants. Commissioner Buchanan requested to see the floor plan for the restaurant. The Commission reviewed the floor plan. There were eighteen (18) counters for hibachi. Lam responded affirmatively. The vacant space on the floor plan would be the bar area.

Commissioner Stockton noted the sizable investment. Mr. Lam added that the restaurant would also offer traditional Japanese style dining. Commissioner Buchanan noted that Kobe Japanese Steak & Sushi, Inc. was a new Illinois corporation. He questioned if this restaurant represented the only property within it. Mr. Lam responded affirmatively.

The other restaurants were owned by his brothers and sisters. These restaurants were various sizes. He anticipated that the Bloomington restaurant would be busy on the weekends.

Commissioner Buchanan questioned if the restaurant would offer a service bar or a full service bar. Mr. Lam noted that both would be offered.

Commissioner Stockton questioned the Applicant's liquor license history. He specifically questioned if there had been any violations. Mr. Lam responded negatively.

Commissioner Petersen questioned the Applicant's personal experience in the restaurant business. Mr. Lam noted that he had four to five (4 - 5) years of experience handling alcohol. Prior to that time, his parents and older brother handled liquor sales.

Commissioner Buchanan questioned staffing on a busy night. He also questioned if the Applicant would be on site management. Mr. Lam noted that his wife would act as the manager. Staffing would also include a bartender and chefs. Staffing would be based upon the service demand.

Commissioner Petersen questioned tatami dining. Mr. Lam noted that the room would offer tatami, (traditional Japanese dining). He noted that customers like to try this style of dining. Commissioner Petersen questioned underage groups. Mr. Lam noted that alcohol cannot be sold to underage persons. Identification must be checked.

Hannah Eisner, Deputy Corporation Counsel, addressed the Commission. She recommended that the Applicant be directed to the STEPS (Safety Training to Encourage Profitable Service) program. Mike Dobbins, Heartland Coalition, 502 S. Morris, offered to speak with Mr. Lam.

Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for Kobe Japanese Steak & Sushi, Inc., d/b/a Kobe Japanese Steak & Sushi, located at 401 N. Veterans, Suite 7 & 8, be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Gibson, seconded by Alderman Schmidt that an RAS liquor license for Kobe Japanese Steak & Sushi, Inc., d/b/a Kobe Japanese Steak & Sushi located at 401 N. Veterans, Suite 7 & 8, be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Text Amendment to Chapter 38, Section 83.5 of the Bloomington City Code, Damage or Destruction of Mailboxes

Staff respectfully recommends changing the amount of financial liability from \$25.00 to \$50.00 for mailboxes damaged or destroyed by City vehicles or employees in the normal course of operations.

This section of the City Code was last updated in 1989. Currently, when City operations damage or destroy a mailbox, our residents have the option of having the City install a basic, standard metal mailbox and post, or the resident may repair or replace their own mailbox and receive a \$25.00 reimbursement. Amending this section of the City Code will not change those options other than the reimbursement amount.

Over the past five (5) years, staff has repaired and/or replaced an average of twenty-six (26) mailboxes per year, and reimbursed an average of fourteen (14) homeowners per year at \$25 each. The majority of the damage to mailboxes occurs during snow removal operations. Internal investigations revealed that the damage is usually caused by the weight of the snow hitting the post or box, however, on occasion the plows actually hit the mailbox itself.

Staff surveyed a local lumber company and obtained prices of mailboxes and found the following information. The price for a basic standard metal mailbox with post is approximately \$27 plus tax. The price for a 4"x 4" treated six foot (6") long wood post with a plastic combination mailbox is \$45.46 plus tax. These prices do not include installation.

City staff respectfully recommends that the Text Amendment be approved which would change the reimbursement amount from \$25 to \$50.

Respectfully,

Brian Brakebill
Director of Public Service

Tom Hamilton
City Manager

ORDINANCE NUMBER 2006 - 02**AN ORDINANCE INCREASING THE REIMBURSEMENT RATE FOR MAILBOXES
FROM \$25.00 TO \$50.00****BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF BLOOMINGTON, ILLINOIS:**

Section One: That Section 83.5 of Chapter 38 of the Bloomington City Code, 1960, as amended, is further amended as follows:

The City shall not be financially responsible for repair or replacement of mailboxes damaged or destroyed by City vehicles or employees in the course of their operations, except to the extent that such repair or replacement would have been necessary if the mailbox were installed in conformity with the policy in this Chapter, and then not to exceed ~~Twenty-five Dollars (\$25.00)~~ **Fifty Dollars (\$50.00)** . City liability for repair or replacement of any mailbox is limited to ~~Twenty-five (\$25.00)~~ **Fifty Dollars (\$50.00)** .

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

Section Three: This ordinance is passed and approved pursuant to the home rule authority of the City of Bloomington conferred by Article VII, Section 6 of the 1970 Illinois Constitution.

Section Four: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

PASSED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, 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, Sprague, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Text Amendments to Chapters 3, 10, and 34

In the past several months, staff has modified and updated several of the City's codes. In the process, a few sections were either omitted or not updated as expected. The changes contained here are intended to correct those deficiencies as follows:

Section 1 - Removes an old fee schedule from Chapter 3, Sign Code.

Section 2 - Returns a modified fee schedule back in Chapter 3, Sign Code.

Section 3 - Removes, without replacement, the fee schedule for signs from Chapter 10, Building Code (see section 2 for location).

Section 4 - Reinstates language for the protection of furnace rooms back into the building code. This language was lost in newer editions of the building code. Staff believes that this fire-safety feature provided significant benefits to the built environment and should have remained in the national standard.

Section 5 - This section reinstates a back flow specific requirement inadvertently lost when the back flow protection program was moved from the water department to the plumbing code.

These changes will allow the Planning And Code Enforcement, (PACE) to continue operations without missing any procedures due to "clerical errors" in code language.

Respectfully,

Mark R. Huber
Director of PACE

Tom Hamilton
City Manager

ORDINANCE NO. 2006 - 03

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 3,
CHAPTER 10 AND CHAPTER 34**

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

SECTION 1. That Bloomington City Code Chapter 3, Section 3.10 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) ~~Application for permits shall be filed with the Administrator, together with a permit fee which shall be based upon the reasonable cost of the sign, including material and labor in accordance with the fee schedule of subsection (b) of this Section. If the Administrator determines that the applicant's estimate of cost on the sign is unreasonable, the cost may be established by the Administrator. When any sign is hereafter erected, placed, installed or otherwise established on any property prior to obtaining a permit as required by this Article, the fees specified in subsection (b) of this Section shall be doubled but the payment of such double fee shall not relieve any person from complying with other provisions of this Code or from penalties prescribed therein.~~

(b) ~~Fee Schedule Based on Estimated Value of Improvements:~~

<u>Estimated Cost</u>	<u>Fee</u>
Less than \$1,000	\$12.00 plus 24¢ per square foot of sign area
Between \$1,000 and \$10,000	\$12.00 plus \$6.00 per thousand of estimated cost over \$1,000 plus 24¢ per square foot of sign area
Over \$10,000	\$66.00 plus \$3.60 per thousand of estimated cost over \$10,000 plus 24¢ per square foot of sign area

~~Permit for Neon outline lighting or skeleton lighting will be based on estimated value of job.~~

(c) ~~All portable temporary signs not exempted in the Code shall be charged a permit fee of Twenty Dollars (\$20.00) for each permitted time on a location. The fee for such signs may be waived by the Administrator when placement on a lot is for forty eight (48) hours or less.~~

SECTION 2. That Bloomington City Code Chapter 3, Section 3.10 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) Application for permits shall be filed with the Sign Code Administrator, together with a permit fee which shall be based on the reasonable cost of the sign and supporting structure which includes cost of material and labor in accordance with the fee schedule of subsection (b). If the Administrator determines that the applicant's estimate of cost is unreasonable, the Administrator may estimate the cost for purposes of establishing the fee. Permit for Neon outline lighting or skeleton lighting will be based on estimated value of job.

If any sign is hereafter erected, placed, installed or otherwise established on any property prior to obtaining a permit as required by this Section, the fees specified in subsection (b) shall be doubled. Payment of such fee shall not relieve any person from complying with other provisions of the Advertising Code or from penalties prescribed therein.

(b) Fee Schedule Based on Estimated Value of Improvements:

<u>Estimated Cost of Improvement</u>	<u>Fee*</u>
<u>Less than \$1,000</u>	<u>\$14.00 plus \$.26 per square foot of sign area.</u>
<u>Between \$1,000 and \$10,000</u>	<u>\$14.00 plus \$7.00 per thousand of estimated cost over \$1,000 plus \$.26 per square foot of sign area.</u>
<u>Over \$10,000</u>	<u>\$77.00 plus \$4.00 per thousand of estimated cost over \$10,000 plus \$.26 per square foot of sign area.</u>

*The calculation of the permit fee for any sign shall be based on all faces with a message, except that for a double face sign the fee shall be based on the larger face multiplied by 1.5.

(c) All portable temporary signs not exempted in the Code shall be charged a permit fee of Twenty Dollars (\$20.00) for each permitted time on a location. The fee for such signs may be waived by the Administrator when placement on a lot is for forty-eight (48) hours or less.

SECTION 3. That Bloomington City Code Chapter 10, Section 108.10 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

~~(a) Application for permits shall be filed with the Sign Code Administrator, together with a permit fee which shall be based on the reasonable cost of the sign and supporting structure which includes cost of material and labor in accordance with the fee schedule of subsection (b). If the Administrator determines that the applicant's estimate of cost is unreasonable, the Administrator may estimate the cost for purposes of establishing the fee.~~

~~If any sign is hereafter erected, placed, installed or otherwise established on any property prior to obtaining a permit as required by this Section, the fees specified in subsection~~

~~(b) shall be doubled. Payment of such fee shall not relieve any person from complying with other provisions of the Advertising Code or from penalties prescribed therein. (Ordinance No. 1993-79).~~

~~(b) Fee Schedule Based on Estimated Value of Improvements:~~

<u>Estimated Cost of Improvement</u>	<u>Fee*</u>
Less than \$1,000	\$14.00 plus \$.26 per square foot of sign area.
Between \$1,000 and \$10,000	\$14.00 plus \$7.00 per thousand of estimated cost over \$1,000 plus \$.26 per square foot of sign area.
Over \$10,000	\$72.00 plus \$4.00 per thousand of estimated cost over \$10,000 plus \$.26 per square foot of sign area.

~~*The calculation of the permit fee for any sign shall be based on all faces with a message, except that for a double face sign the fee shall be based on the larger face multiplied by 1.5.~~

SECTION 4. That Bloomington City Code Chapter 10, Section 302, Table 302.1.1 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Section 302 Classification

Modify the Incidental Use Areas Table 302.1.1

INCIDENTAL USE AREAS

<u>ROOM OR AREA</u>	<u>SEPARATION</u>
<u>Furnace Room</u>	<u>1 hour or provide automatic fire-extinguishing system</u>
<u>Rooms with any boiler</u>	<u>1 hour or provide automatic fire-extinguishing system</u>

Remainder of table unchanged.

SECTION 5. That Bloomington City Code Chapter 34, Section 51(e) shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(e) Where a Reduced Pressure Principle back flow device is required on fire system 4 inch and larger by the Illinois State Plumbing Code, it shall be a Reduced Pressure Principle Detector Assembly.

SECTION 6. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 7. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. 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 9. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Schmidt addressed this item. The sign code had been reviewed at the suggestion of the Beautification Committee. She believed that this amendment was a good idea. It addressed size, lighting, and how the City looked.

Mayor Stockton noted this commission's willingness to serve. Alderman Sprague thought that these amendments were minor.

Alderman Schmidt noted Chapter 10. SECTION 4. Section 302. It addressed the furnace room which might impact older buildings. Mark Huber, Director of PACE, addressed the Council. This amendment would restore an older provision which had been removed in 2003 which would address fire protection. There would be different fire protection standards for new construction/remodeling.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Text Amendments 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, Sprague, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by RBT of Illinois, LLC, requesting approval of the Preliminary Plan for Harvest Pointe Subdivision for approximately 110.5 acres of vacant agricultural land located north of Illinois Route 9 East, east of Towanda Barnes Road, south of County Road 1500N and west of County Road 2000E (Ward # 3)

BACKGROUND INFORMATION:

Adjacent Zoning

north: (County) A- Agriculture
 south: B-1 Highway Business District
 east: (County) A- Agriculture & (County)
 M-1 Restricted Manufacturing
 west: (County) A- Agriculture

Adjacent Land Uses

north: cropland
 south: cropland, Single Family Dwelling
 east: cropland & Prairie Park Commercial
 Condominiums
 west: cropland

Proposed Comprehensive Plan recommends: Regional Highway Commercial along Illinois Route 9 and Low /Medium Density Residential for the remainder.

The property in question is a 110.52 acre tract that is to be subdivided into 356 lots and three (3) outlots and be zoned as follows:

Lots 1-20 zoned B-1 Highway Business District (20 lots - approximately 14.35 acres north of and along Illinois Route 9);

Lots 21-117 & 138-150 zoned R-2 Mixed Residence District (110 lots - approximately 14.64 acres north of and along this aforementioned B-1 area);

Lots 118-137, & 151-356 zoned R-1C High Density Single Family Residence District (226 lots - approximately 67.46 acres); and

Outlots 358-359 & Lot 357 zoned S-2 Public Lands and Institutions District (approximately 14.05 acres of public park and storm water detention basin areas).

The 14.64 acre R-2 area would be planned for 110 dwelling units on “zero lot line” lots, while the 67.46 acre R-1C area would provide 220 conventional lots for detached single family dwellings and six (6) lots (Lots 118-120 & 135-137) as “zero lot line” lots for attached single family dwellings.

The 14.35 acre area zoned B-1 Highway Business District is being proposed for commercial development, not “common zero lot line” lots with each dwelling unit attached at the common side lot line to one adjacent dwelling unit on a separate lot.

The public park dedication requirement for the 336 dwelling units that are zoned either R-1C or R-2 is 7.86 acres. The Preliminary Plan for Harvest Pointe now shows 7.86 acres for park use in Lot 357. The petitioner has addressed the previous 0.83 acre deficiency in park dedication by increasing the parkland area using adjacent land to the south of Lot 357 and redesigning the storm water detention basin on Outlot 358.

The main north - south street, (Harvest Pointe Boulevard) is proposed with a landscaped boulevard median with space indicated along the east side for a 10' wide pedestrian/ bicycling trail. This landscaped median will be maintained by the City's Parks and Recreation Department.

This street will be the only access into the Harvest Pointe residential development area from Illinois Route 9 to the south. The expected location of the 2500' wide “East Side Highway Corridor” is to the east of this 110.5 acres.. The actual 300 foot wide right-of-way alignment within the corridor may be as much as a quarter mile to the east.

The petitioner is requesting the following waivers from the City Code and Subdivision regulations:

1. Developer be allowed to construct a six foot high decorative berm between the B-1 & R-2 zoning districts;
2. Waiver of Section 4.02 G of the Manual of Practice for the Design of Public Improvements in the City of Bloomington to allow more than eight lots to front on a cul-de-sac longer than 400 feet; and
3. Waiver of Section 4.02 b of the Manual of Practice for the Design of Public Improvements in the City of Bloomington to permit the local street on B-1 zoning to be constructed in 60 foot right of way instead of a 70 foot right of way.

City staff does support the granting of these requested waivers, including waiver #2 which would allow up to 14 lots on two cul-de-sacs (Stornhouse Court & Homestead Court). The Manual of Practice also directs that driveways shall not encompass more than 50% of the curb on the bulb of a cul-de-sac [Section 4.02M]. The developer intends to comply with this limitation.

A detailed review of the plan revisions in response to comments cited in a November 18, 2005 Memorandum to Mr. Doug Grovesteen, Director of Engineering, from Mr. Ryan L. Otto, City Engineering Technician, is attached in Mr. George Drye's December 7, 2005 correspondence to Mr. Grovesteen.

A no access strip has been delineated on the Preliminary Plan along the western lot line of all of the residential lots on the east side of Harvest Pointe Blvd. to prohibit private driveways from crossing Constitution Trail. The developer is requesting "right in" - "right out" access driveways to the four commercial lots from Harvest Pointe Blvd. (subject to defined no-access strips cited in Mr. Otto's December 13, 2005 memorandum to Mr. Doug Grovesteen).

The following revisions have been made to the 12-07-05 draft of the Preliminary Plan for the Harvest Pointe Subdivision:

1. "Outlot 357", the park, is now identified as "Lot 357" and includes an area of at 7.86 acres as required by Code for 336 dwelling units.
2. Note # 1 on the Cover Sheet (Sheet 1 of 11) now lists the zoning for Lots 118-120 and 135-137.
3. Note # 2 on the Cover Sheet (Sheet 1 of 11) has been revised as follows: ~~Outlot 419~~ Lot 357 is to be zoned S-2 and will be dedicated to the City of Bloomington as Parkland. ~~Outlots 420 & 421~~ 358 & 359 shall be a "Dry Bottom" detention basins and will be dedicated to the City of Bloomington.
4. Waiver # 1 on the Cover Sheet (Sheet 1 of 11) has been revised as follows: Developer allowed to construct 6' high decorative berm between B-1 ~~from~~ and R-2 zoning districts. Submission of the berm's design shall be made to the Director of Planning and Code Enforcement for review.
5. Waiver # 2 on the Cover Sheet (Sheet 1 of 11) has been revised as follows: Waiver of section 4.02G of Manual Of Practice to permit more than 8 lots to front on a cul-de-sac and for the cul-de-sac to be longer than 400 ft.
6. Refer to Mr. Ryan Otto's December 13, 2005 memo to Mr. Doug Grovesteen, Director of Engineering, for other revisions.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held public hearings on this petition on November 30, 2005; December 14, 2005, and January 11, 2006. At the November 30th hearing, Mr. Kenneth Emmons, City Planner, noted that staff recommended that the Planning Commission pass a motion recommending Council approval of the Preliminary Plan for the Subdivision in Case PS-14-05 with specific revisions as cited in the staff report.

Mr. Mercer Turner, Attorney at Law, 14 Currency Drive, Suite 4, and Mr. Neil Finlen, P.E., Farnsworth Group, Inc., 2709 McGraw Drive, presented arguments in favor of this petition at these hearings. At the November 30th public hearing, Mr. Finlen announced that the petitioners had decided to forego residential use in the B-1 zoned area and stated that the petitioner accepted and would comply with all the other staff concerns.

Mr. Finlen explained that without the residential use, many of the concerns were eliminated such as the needed extra park acreage, the units on a cul-de-sac, etc. Mr. Finlen estimated that the zero-lot line units would likely sell for \$160,000 to \$180,000 and the detached single family homes at \$250,000 and up.

Mr. Finlen explained that the Illinois Department of Transportation had dictated quarter-mile and half-mile spacing for access points along Illinois Route 9 and the additional entrances would be too close in spacing. Mr. Finlen noted that Mr. Richard Snyder and Mrs. Leta Snyder, 1913 Owens Drive, downstream property owners to the southeast, were present. He indicated that they would benefit from the restrictions of the City's Storm Water Ordinance. He also related that work on field tiles in connection with the Dee farm would improve the low-flow situation.

Mr. Jerry Hayden, 19790 E. 1400 N Road, explained that he owned the farm directly to the east of the subject property. He stated that he has 60 head of Angus cattle and in the summer months were allowed to roam his land. He noted that he presently employs a woven wire fence with an electrified fence inside of it to keep the cattle contained upon his land. He noted his preference for a more secure fence being installed to separate livestock from pets and children residing in Harvest Pointe in the future.

Mr. Turner noted that a quick calculation revealed an estimated additional \$20,000 would be needed to build a four to six foot high, black vinyl-clad chain link fence from the Prairie Commercial Park Condos to the north line of Mr. Hayden's property. Mr. Hayden indicated that such fence would be adequate, especially if it is at least six foot high. Mr. Finlen related that he had just then attempted to reach the petitioners by phone and had been unsuccessful. He promised to meet with Mr. Hayden and to further sort out options for the fence.

The Commissioners questioned whether parking would be allowed along the boulevard. Mr. Grovesteen commented that the pavement is to be 24' wide with one-way traffic, and that there would be room enough for parking. The Commission discussed the desirability of building the full length of the boulevard early in the project and of building and developing the park right away. Mr. Finlen explained that the land will be purchased in three phases. He also noted plans for a development to the north which would add acreage to give a total park size of 15 acres. He indicated that it may be prudent to wait for the additional acreage before designing the park space.

Mr. Keith Rich, Director of Parks and Recreation, commented that there was the issue of acquiring park land and the budgetary issue of planning it. He admitted that parks are not developed in as timely a fashion as ideally wished. He noted that three new parks have just been added east of Towanda-Barnes Road. He admitted that sometimes the parkland is merely seeded, a few trees planted and the planning of the park started.

The Commission passed a motion on November 30, 2005 to continue this case PS-14-05 until the meeting of December 14, 2005 in order: (1) to address the issue of fencing between the residential and agricultural areas, (2) to have the Plan illustrated with commercial lots in the B-1 zoned area, and (3) to have a clarification as to whether there will be parking allowed along Harvest Pointe Boulevard.

The following persons presented arguments in favor of Case PS-14-05 at the December 14th public hearing:

Mr. Neil Finlen, P.E. Farnsworth Group Inc. 2709 McGraw Drive.

Father Gerald Ward, Pastor of Saint Patrick's Church of Merna, 1204 Kim Drive.

Mr. Finlen observed that the Commissioners had received a revised plan with commercial lots being shown in the B-1 zoned frontage on Illinois Route 9. He explained that the cul-de-sac was needed as the Illinois Department of Transportation would not allow additional access points so close to Harvest Point Boulevard. As to the park deficiency, he explained that most of the required additional amount goes away with the decision to have less residential units in the plan. The remaining small deficiency would be accommodated by purchase of land, or changing a detention basin, or by sacrificing two of the adjacent lots. There had been a question concerning parking along Harvest Pointe Boulevard. Mr. Finlen reported that the pavement would be 22 feet wide, similar to the existing Clinton Boulevard, and would be adequate for parking. He stated that the issue of the fence along the eastern boundary adjoining Mr. Jerry Hayden's livestock pasture was still outstanding.

Father Ward stated that the church expansion had proceeded as scheduled. He indicated that tapping on to sanitary sewer was urgent. He noted that one building was expected to be completed by May 1, 2006 and the Church itself by August 27, 2006. He stated an eagerness to have the storm sewer connection. He explained that there was cooperation from the developer's of the property on the east side and his hope for resolution.

Mr. Jerry Hayden, 19790 E 1400N Road, testified that there had only been a brief discussion with the petitioner's attorney and that no agreement had been reached as to the construction of a new fence along the common boundary between the subject tract and the land to the east. He explained that maintains a herd of cattle and wished to have an impervious fence along the common border to keep pets and children out. A six foot high, vinyl clad chain link fence had been mentioned at the previous meeting.

Mr. Finlen noted that cost was not an issue, however, the petitioners wished to let the homeowners decide the style of fence that was preferred behind them. Mr. Finlen suggested that the Commission make a recommendation on the fence as a contingency for its recommendation of approval. The Commissioners indicated their preference for an agreement before making a recommendation to Council. Mr. Emmons was requested to provide clarification of staff's position, and he stated that a fence was not required by Code and is regarded by staff as a civil matter between two adjoining property owners.

Mr. Rich, Director of Parks and Recreation, was questioned if the 0.83 acre discrepancy in park dedication would be effectively worked out before the plan goes on to Council. Mr. Rich stated that he was confident that it would and noted that in this case, where land rather than the payment of a fee-in-lieu of land dedication was preferred, as more residential growth is expected to occur just to the north of this tract and a larger park space is anticipated to serve to area.

Mr. Doug Grovesteen, Director of Engineering, commented that the revisions had been reviewed, and the petitioners had agreed to changes. He noted no outstanding problems, and that the City's Parks and Recreation Department would agree to maintain the median of the Harvest Point Boulevard.

The Commission passed a motion on December 14, 2005 to continue Case PS-14-05 until the meeting of January 11, 2006 to allow time for the petitioner and Mr. Hayden to arrive at some agreement concerning the fence issue.

Mr. Neil Finlen presented arguments in favor of Case PS-14-05 at the January 11th public hearing. He testified that the Preliminary Plan has been revised to comply with the City staff's recommendations, including park dedication, the no access strip delineation, and the fence issue had been resolved. He noted that Mr. J.D. Stelle, representing RBT of Illinois, LLC, was present at this public hearing. Mr. Jerry Hayden, 19790 E 1400N Road, testified that the petitioner had agreed to share the cost of installing a four foot high, woven wire fence topped with two strands of barbed wire on the western boundary of his livestock pasture located east of the Harvest Pointe Subdivision site. He has agreed to pay \$2,500 of the cost of this \$8,500 to \$9,000 fence and its maintenance. No other testimony was presented in favor of or in opposition to this petition at this hearing.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission closed the public hearing on this petition on January 11, 2006, and passed a motion by a vote of 9 to 0 recommending Council approval of the Preliminary Plan for Harvest Pointe Subdivision n Case PS-14-05 as revised in compliance with City staff recommendations.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for approval of the Preliminary Plan for Harvest Pointe Subdivision.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF PRELIMINARY PLAN

STATE OF ILLINOIS)
)ss.
COUNTY OF McLEAN)

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

Now comes RBT of Illinois, LLC, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by reference;
2. That your petitioner seeks approval of the Preliminary Plan for the subdivision known and described as Harvest Pointe Subdivision, Bloomington, Illinois, which Preliminary Plan is attached hereto and made a part of;
3. That your petitioner be allowed to construct 6' high decorative fence or combination of decorative fence and berm with a maximum combined height of 6' high along Empire Street;
4. That your petitioner receives a waiver of section 4.02G of Manual of Practice more than 8 lots to front on cul-de-sac longer than 400 ft.

WHEREFORE, your petitioner prays that the Preliminary Plan for Harvest Pointe Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

RBT of Illinois, LLC

By: Mercer Turner, Its Agent

ORDINANCE NO. 2006 - 04

**AN ORDINANCE APPROVING THE PRELIMINARY PLAN FOR HARVEST POINTE
SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Preliminary Plan for Harvest Pointe Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

1. That the Preliminary Plan of Harvest Pointe Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.
3. That your petitioner be allowed to construct 6" high decorative fence or combination of decorative fence and berm with a maximum combined height of 6' along Empire Street.
4. That your petitioner receives a waiver of section 4.02G of Manual of Practice more than 8 lots to front on a cul-de-sac longer than 400 ft.

PASSED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit "A"
DESCRIPTION OF PROPERTY

All that part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, lying north of the North Right-of-Way Line of Illinois Route 9 (Route F.A.P. 693) and east of the East Line of a parcel of land conveyed by deed recorded as Document No. 97-3108 in the McLean County Recorder's Office and the Northerly Extension thereof. Said property contains 110.5 acres, more or less.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Preliminary Plan for Harvest Pointe Subdivision 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, Sprague, 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 Proposal for Interior & Exterior Signage for the US Cellular Coliseum and the Pepsi Ice Rink

Proposals were received on January 9, 2006 for Interior and Exterior Signage for the US Cellular Coliseum and Pepsi Ice Rink. The proposal process has been ongoing since October 2005. At the pre-proposal conference, vendors expressed their inability to manufacture the signage based upon the specifications provided. It was determined that a professional design was necessary in order to provide the appropriate and legally compliant signage. Staff terminated the proposal process and requested quotes for the design of a signage plan for the two facilities.

The quote from Kevin Collins Design, LLC, Normal, IL (\$4,800) was accepted. Mr. Collins returned a comprehensive design to staff in December 2005. The design was distributed to the vendors that received the original request for proposals. The following companies submitted a proposal:

ASI Modulex	Chicago, IL	\$124,462.18 \$3,168.00 Alternate
Bendsen Signs & Graphics	Decatur, IL	\$118,080.00 \$3,408.00 Alternate
Capital Signs	Lansdale, PA	\$222,477.00 \$21,600.00 Alternate
GDS Professional Business Displays*	Bloomington, IL	\$105,563.00 / \$1,795.00 Alt. \$101,887.00**

Jones Sign Company	De Pere, WI	\$99,500.00
National Graphx & Imaging	Chicago, IL	\$97,976.00 Partial Bid
Prairie Signs	Normal, IL	\$124,010.50 \$3,924.00 Alternate
Serigraphics Sign Systems	Minneapolis, MN	\$112,176.00 \$840.00 Alternate
Sign Art	New London, NC	\$135,815.00
Super Sign Service	Bloomington, IL	\$131,830.00

*Recommended Proposal

** Per GDS, “Should the entire job be awarded to GDS, we can offer the following discount due to economies realized in managing the entire project.”

Signage is a very competitive market. Staff was pleased with the responses due to the time constraints. Several proposals were not considered due to the following reasons:

1. The proposal from National Graphx and Imaging was rejected because the proposal did not quote a price on the entire Group 1 (3 groups/categories).
2. The proposal from ASI Modulex indicated that completion could not be guaranteed.
3. The proposal from Jones Sign Company met the requirements. However, the proposal did not include information such as similar projects, company information, or a project plan. Central Illinois Arena Management (CIA) staff did not have the time to obtain the missing information from the vendor.

The proposal from GDS Professional Business Displays, (GDS) provides an additional discount contingent upon award. Critical information was provided that allowed CIA staff the opportunity to make a confident evaluation. CIA staff acknowledges the limited time available to fabricate, deliver, and install the signage. Selecting a local vendor offers an advantage over an out-of-state vendor due to daily availability on the project and/or in the case of an emergency.

GDS has supplied signage for The Children’s Discovery Museum, State Farm Insurance, Country Insurance & Financial Services, IHSA and the City’s Parks and Recreation Department. GDS operates a 12,000 sq. ft. state-of-the-art facility on Bloomington’s west side.

Staff respectfully requests that Council accept the proposal from GDS Professional Business Displays in the amount of \$101,887, and that the Purchasing Agent be authorized to issue a Purchase Order for same. Funds for this purchase are budgeted in F56200-72140, Coliseum Fixed Asset Replacement fund - capital outlay equipment other than office for \$33,000 with \$75,000 budgeted with more signage to be purchased; and \$18,474 is an operational expense, the budget for this item was \$100,000 with more signage to be purchased. Additionally, there is a \$50,000 allowance from Johnston Contractors that is to be applied toward the purchase of signage. The total amount available for signage is \$225,000.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Tom Hamilton, City Manager, introduced this item. This Request for Proposal, (RFP), was for exterior and interior signage for the US Cellular Coliseum and Pepsi Ice Rink. This RFP involved the Prevailing Wage Resolution which also included participation in an approved training program, (trades and labors). The second lowest bidder, Prairie Sign Works, had met all of the requirements.

Mr. Hamilton stated that the bidders should have known. The Prevailing Wage Resolution was not included in the bid documents. City staff chose a local vendor as the work needed to be done in a timely manner. A delay could put this project back by a month. He noted the cost difference.

Mayor Stockton agreed that a local vendor was needed. Mr. Hamilton added that the work must be completed within a specific time frame.

Alderman Matejka noted the required participation in a US Department of Labor apprenticeship program. Mr. Hamilton stated that a local company can complete the work within the four (4) week window.

Mayor Stockton recommended that whenever possible the City should make all requirements known upfront.

Alderman Matejka restated that the bidder must provide certification of participation in an approved apprenticeship program. Mr. Hamilton restated that the timeframe was included in the specifications. City staff preferred a local company. The City needed daily access to the awarded bidder.

Alderman Sprague noted that City staff had met with Central Illinois Arena Management, (CIA). They jointly recommended Prairie Sign Works. Mr. Hamilton responded affirmatively. City staff and CIA were comfortable with this recommendation.

Alderman Crawford noted that the City would pay a sixteen to eighteen percent, (16 – 18%), premium over the lowest bidder.

Alderman Schmidt questioned the vendor located in Decatur.

Alderman Huette questioned the company's obligations to meet the delivery deadlines. Mr. Hamilton restated that a local company was important. City staff would need to work with the vendor on a daily basis. City staff needed to be comfortable that the work would be completed on time.

Alderman Sprague questioned legal obligations. Todd Greenburg, Corporation Counsel, noted that this item was an RFP not a formal bid. There was some leeway. Alderman Sprague questioned if City staff could negotiate with the selected firm. He noted the price and timing. The Council was concerned with the \$12,000 difference.

Mayor Stockton noted that the City needed to provide a fair expectation for the vendors. Alderman Sprague stated that the building needed to be done for the facility to open. Mr. Greenburg noted that the City would be subject to a monetary penalty if an arena football game was missed.

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

Motion carried.

Harvey Meister, GDS Professional Business Displays, addressed the Council. He addressed the specifications and the apprenticeship documentation. Mr. Greenburg noted that the Prevailing Wage Resolution stated that all contracts over \$25,000 must participate in an apprenticeship program. Mr. Meister questioned if this requirement applied to all City contracts. Mr. Greenburg restated all contracts valued at \$25,000 or more. Mr. Meister informed the Council that GDS had been in business for nine (9) years. GDS did not have an apprenticeship program. He believed that the information should have been provided. No one from the City had contacted him. Mr. Hamilton restated that this requirement was a part of the City's Prevailing Wage Resolution for contracts over \$25,000.

Mayor Stockton questioned the Council's power to waive this requirement. Mr. Greenburg stated that it was possible through a Resolution.

Alderman Sprague noted that Prairie Signs, Normal, participated in an apprenticeship program. Mr. Hamilton responded affirmatively. Alderman Sprague expressed his belief that this information should have been made clearer in the RFP. He specifically requested that this requirement be clarified.

Mayor Stockton noted that firms spend time and money preparing a bid. Alderman Matejka recommended that the City request that the bidders submit certification of participation in an apprenticeship program.

Mr. Meister stated that this issue came up today. He restated his belief that this information should have been included in the RFP. GDS submitted a responsible bid. He employed qualified people. No one from the City had contacted him.

Mayor Stockton extended his sympathy. Mr. Meister stated that a telephone call would have been appropriate.

Alderman Huette questioned if Mr. Meister knew of this issue prior to the meeting. Mr. Meister responded negatively. He described himself as a responsible local business owner. His RFP represented a \$20,000 savings to the City's residents. He added that the wages for this RFP were less than \$20,000.

Alderman Schmidt expressed her opinion that the City owed Mr. Meister an apology.

Jason Tompkins, Bendsen, Decatur, addressed the Council. He had not been contacted by the City. His firm was local and had the ability to complete the work.

Alderman Schmidt questioned if Bendsen could meet the deadline. Mr. Tompkins stated that bidders must be ready to meet the specifications. He was confident in this firm's abilities. Alderman Schmidt noted that the selected bidder must be responsive to the City. Mr. Tompkins stated that Bendsen provided service to a 100 mile radius. Bendsen paid Prevailing Wages and also was a member of the local IBEW, (International Brotherhood of Electrical Workers). Alderman Schmidt questioned if Bendsen had an apprenticeship program. Mr. Tompkins offered to provide the documentation.

Mr. Hamilton informed the Council that he had not heard from Bendsen before this evening's meeting. Mr. Tompkins restated his concern that the City had not contacted him.

Alderman Sprague noted that Bendsen had the Prevailing Wage Resolution. He questioned if Mr. Tompkins could provide the necessary documentation by the next day. Mr. Tompkins offered to provide the specific documentation. He did not have the documentation with him this evening. Alderman Sprague questioned if the RFP could be awarded based upon a contingency.

Alderman Crawford questioned if any of the lower bidders had been contacted by the City.

Alderman Schmidt questioned if the City viewed Decatur as local.

Mayor Stockton noted the potential for a \$6,000 - \$7,000 in savings.

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

Motion carried.

Mr. Hamilton questioned the service level. The work must be completed within the next four (4) weeks. He questioned the risk (\$5,000 to \$6,000) for a local presence.

Alderman Gibson questioned Mr. Hamilton's concern. Alderman Purcell recommended that the Council consider a monetary penalty. Mr. Hamilton noted the potential for an \$80,000 cost per missed game.

Alderman Sprague noted that the RFP process allowed City staff to speak with the vendors.

Mr. Hamilton questioned if there had been a pre-RFP meeting. Kim Cravens, Purchasing Agent, addressed the Council. There had not been a pre-RFP meeting. The RFP process allows for discussions between the vendors and the City. The RFP was evaluated by CIA. The recommendation was based upon their criteria. CIA decided who to contact. She expressed her belief that there had been some discussions. She expressed her concern with the deadline. The City must contact all of the vendors. The City must communicate the request for documentation to all vendors. These vendors could email or fax their response to the City. Timing was an issue. This project started in October 2005. The City was down to the wire. The City's experience with the Cultural District was cited. There was no design plan for this project. Quotations were taken for design. An RFP was drafted to implement the design.

Alderman Schmidt questioned if the City could chose to contact local vendors only. Ms. Cravens stated that all of the vendors must be contacted.

Alderman Matejka stated his intention was for the City to contact all of the vendors. Those who can comply would submit certifications of same. This documentation would begin arriving tomorrow morning.

Mr. Greenburg recommended that City staff provide a list of the specific vendors. Discussion followed regarding the time line. Alderman Sprague questioned if GDS would sign up. Alderman Matejka stated that documentation could be submitted to the US Department of Labor. He did not believe that a response would be made that quickly.

Mr. Hamilton expressed his belief that the two (2) lowest bidders would be eliminated. That would leave three (3) responsible bidders, (Serigraphics, Bendsen, and Prairie Signs).

Alderman Matejka recommended that the vendors be given until Wednesday, January 25, 2006 at 10:00 a.m. to display compliance with the Prevailing Wage Resolution. He added that there was a list of four (4) presumed lowest responsible vendors. The selected vendor must also be able to complete the work in a timely manner to the satisfaction of City staff.

Alderman Sprague added that GDS would be included.

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

Motion carried.

Al Wissmiller, 728 Hale, addressed the Council. He cited his years of experience. He had never been trained. He did not believe that there was a formal training program.

He questioned the relationship to the timeframe. Mr. Hamilton stated that one (1) was a City requirement, and the other was timing. The recommended vendor must provide a Certificate of Participation.

Mayor Stockton noted that the City will know who the successful vendor would be by Wednesday, January 25, 2006 at 10:00 a.m.

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

Motion carried.

Alderman Purcell expressed his concern that the work be completed on time. The facility needed to open on time in order to avoid an \$80,000 penalty. Mr. Hamilton noted that the Council would make the final decision.

Mayor Stockton requested that this situation be avoided in the future whenever possible.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the bid be awarded to the lowest responsible vendor, Bendsen, GDS, Prairie Sign, or Serigraphics, who display compliance with the City's Ordinances and Resolutions and the ability to complete the work in a timely manner and to the satisfaction of City staff; said vendor must provide proof of compliance to the satisfaction of the City Manager by 10:00 a.m. on Wednesday, January 25, 2006, 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, Sprague, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition Submitted by the City of Bloomington, IL, a Municipal Corporation, requesting approval of an amendment to the text of Sections 3.20-3.1 and 3.20-3.2 of the Bloomington Zoning Code by deleting individuals "in need of adult supervision in accordance with their individual needs" from the definitions of "Agency-operated Family Home" and "Agency-operated Group Home"

BACKGROUND INFORMATION:

Currently, Sections 3.20-3.1 and 3.20-3.2 of the City's Zoning Code defines "Agency-operated Family Home" and "Agency-operated Group Home" as follows:

3.20-3.1 AGENCY-OPERATED FAMILY HOME: Means a child care facility which provides care for no more than four (4) children placed by and under the supervision of a licensed child welfare agency with these homes being owned or rented, staffed, maintained and otherwise operated by the agency. The term "agency-operated family home" shall also be deemed to mean an agency staffed home which provides resident services to not more than four (4) individuals who are handicapped, aged, developmentally disabled, mentally ill or in need of adult supervision in accordance with their individual needs. Twenty-four (24) hour adult supervision shall be mandatory in an agency-operated family home and adult supervision and consultation shall be available to the residents thereof. A Special Use Permit issued on or after April 9, 1990 pursuant to Section 4.30(7) shall not authorize the operation of an agency-operated family home for persons for whom such facilities serve as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, unless the Special Use Permit specifically so provides. Agency-operated family homes shall be separated from one another by a distance of at least 1,000 feet. (Ordinance No. 1991-22)

3.20-3.2 AGENCY-OPERATED GROUP HOME: Means a child care facility which provides care for more than four (4) but not more than ten (10) children placed by and under the supervision of a licensed child welfare agency with these homes being owned or rented, staffed, maintained and otherwise operated by the agency. The term "agency-operated group home" shall also be deemed to mean an agency staffed home which provides resident services to more than four (4) but not more than ten (10) individuals who are handicapped, aged, developmentally disabled, mentally ill or in need of adult supervision in accordance with their individual needs. Twenty-four (24) hour adult supervision shall be mandatory in an agency-operated group home and adult supervision and consultation shall be available to the residents thereof. A Special Use Permit issued on or after April 9, 1990 pursuant to Section 4.30(7) shall not authorize the operation of an agency-operated group home for persons for whom such facilities serve as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, unless the Special Use Permit specifically so provides. (Ordinance No. 1990-42)

The City Corporation Counsel has concluded that these definitions should not include individuals "in need of adult supervision in accordance with their individual needs" because such individuals are not specifically cited as a class of persons protected by the Federal "Fair Housing Amendments Act of 1988" (1988 FFHAA). The definitions should not be interpreted as including individuals who are incarcerated for a criminal offense. The Text Amendment proposed in Case Z-25-05 will delete this reference to individuals "in need of adult supervision in accordance with their individual needs" and make other "housekeeping" revisions to correct errors in the text references to Section 7.30 as follows:

3.20-3.1 AGENCY-OPERATED FAMILY HOME: Means a child care facility which provides care for no more than four (4) children placed by and under the supervision of a licensed child

welfare agency with these homes being owned or rented, staffed, maintained and otherwise operated by the agency. The term “agency-operated family home” shall also be deemed to mean an agency staffed home which provides resident services to not more than four (4) individuals who are handicapped, aged, developmentally disabled, **or** mentally ill. ~~or in need of adult supervision in accordance with their individual needs.~~ Twenty-four (24) hour adult supervision shall be mandatory in an agency-operated family home and adult supervision and consultation shall be available to the residents thereof. A Special Use Permit issued on or after April 9, 1990 pursuant to Section ~~4.30(7)~~ **7.30 of this Code** shall not authorize the operation of an agency-operated family home for persons for whom such facilities serve as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, unless the Special Use Permit specifically so provides. Agency-operated family homes shall be separated from one another by a distance of at least 1,000 feet. (~~Ordinance No. 1991-22~~)

3.20-3.2 AGENCY-OPERATED GROUP HOME: Means a child care facility which provides care for more than four (4) but not more than ten (10) children placed by and under the supervision of a licensed child welfare agency with these homes being owned or rented, staffed, maintained and otherwise operated by the agency. The term “agency-operated group home” shall also be deemed to mean an agency staffed home which provides resident services to more than four (4) but not more than ten (10) individuals who are handicapped, aged, developmentally disabled, **or** mentally ill. ~~or in need of adult supervision in accordance with their individual needs.~~ Twenty-four (24) hour adult supervision shall be mandatory in an agency-operated group home and adult supervision and consultation shall be available to the residents thereof. A Special Use Permit issued on or after April 9, 1990 pursuant to Section ~~4.30(7)~~ **7.30 of this Code** shall not authorize the operation of an agency-operated group home for persons for whom such facilities serve as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, unless the special use permit specifically so provides. (~~Ordinance No. 1990-42~~)

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held public hearings on this petition on December 14, 2005 and January 11, 2006 and recommends the same. At the December 14th hearing, Mr. Kenneth Emmons, City Planner, noted that staff recommends that the Planning Commission pass a motion recommending Council approval of this petition in Case Z-24-05 as presented in the public interest. Mr. Emmons referred to the staff report and commented that the change would bring the definition into line with the language in the 1988 FFHAA for the protected class of individuals who meet the definition of handicapped.

He added that the definition does not include individuals who are recovering from incarceration in a penal institution. Commissioners inquired regarding what choices would be available to ex-convicts wishing to live together in one place. Mr. Emmons replied that they would have the option of a rooming house or apartments. The Commissioners indicated a preference to have City Corporation Counsel provide more guidance on the implications of this Text Amendment. It was requested that Mr. Emmons invite Mr. Todd Greenburg, Corporation Counsel, to attend

the January 11, 2006 meeting. The Commissioner continued this public hearing on Case Z-24-05 until its next meeting on January 11, 2006.

At the January 11, 2006 public hearing, Mr. Greenburg discussed the basis and rationale for recommending these amendments to the definitions of “Agency-operated Family Home” and “Agency-operated Group Home.” He stated that these definitions were added to the Zoning Code after he became City Corporation Counsel. The Federal Fair Housing Amendments Act of 1988 (1988 FFHAA) prohibits denying housing for individuals who are “handicapped, aged, developmentally disabled, or mentally ill.” This Act caused municipalities to review their housing laws and their definition of “family.” He noted that “Agency-Operated Group Homes” are allowed in the R-2 Mixed Residence District only by Special Use Permit and permitted by right in R-3A and R-3B multifamily districts. “Agency Operated Family Homes” are permitted by right in all of the residential districts. He stated that in the previous drafting process, while adding handicapped persons and persons with disabilities to the protected class, the staff also added the language “individuals in need of adult supervision in accordance with their individual needs.” which was not included in the 1988 FFHAA.

Mr. Greenberg indicated that the intent was to cover the protected class of age, disability, or mental illness, and he noted that a recent Zoning Board of Appeals case brought to staff’s attention that this language is broad enough to include ex-convicts on parole from a correctional facility. He noted that the City’s intent was not to go beyond the class defined the 1988 FFHAA and now seeks to revise the Ordinance by clarifying this language in these definitions.

No testimony was presented in favor of or in opposition to this petition at these public hearings.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission closed the public hearing on this petition on January 11, 2006 and the motion recommending City Council approval failed by a vote of 3 to 6. The majority of the Commissioners did not support the approval of this petition.

STAFF RECOMMENDATION:

Staff respectfully recommends Council approval of the petition in Case Z-24-05 as presented in the public interest.

Respectfully submitted,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR ZONING TEXT AMENDMENT

STATE OF ILLINOIS)
)ss.
COUNTY OF MC LEAN)

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

Now comes the City of Bloomington, McLean County, Illinois, a Municipal Corporation, hereinafter referred to as your Petitioner respectfully representing and requesting as follows:

1. That the text of Chapter 44, Sections 3.20-3.1 and 3.20-3.2 of the Bloomington City Code - 1960, as amended, no longer contributes to the public welfare for the following reasons:

Said Section 3.20-3.1 should not include individuals "in need of adult supervision in accordance with their individual needs" because such individuals are not specifically cited as a class of persons protected by the Federal "Fair Housing Amendments Act of 1988";

Said Section 3.20-3.2 should not include individuals "in need of adult supervision in accordance with their individual needs" because such individuals are not specifically cited as a class of persons protected by the Federal "Fair Housing Amendments Act of 1988";

2. That your Petitioner hereby requests that said Sections 3.20-3.1 and 3.20-3.2 be amended as hereinafter proposed in Exhibit I;

3. That the approval of said amendment will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code - 1960, as amended; and

4. That the approval of said amendment will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the City of Bloomington, McLean County, Illinois that is affected by the proposed text of said Sections 3.20-3.1 and 3.20-3.2.

WHEREFORE, your Petitioner respectfully prays that this petition to amend Chapter 44, Sections 3.20-3.1 and 3.20-3.2 of the Bloomington City Code - 1960, as amended, as stated herein be approved in the public interest.

Respectfully submitted,

THE CITY OF BLOOMINGTON, A
Municipal Corporation,

By: Ken Emmons, City Planner

ORDINANCE NO. 2006 - 05

AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 44, SECTIONS 3.20-3.1 AND 3.20-3.2 OF THE BLOOMINGTON CITY CODE - 1960, AS AMENDED

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition praying for the amendment of Chapter 44, Sections 3.20-3.1 and 3.20-3.2 of the Bloomington City Code -1960, as amended; and

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

WHEREAS, the text amendment prayed for in said Petition is in the public interest; and

WHEREAS, the City Council of said City has the power to pass this Ordinance to amend said Section(s) of Chapter 44 of the Bloomington City Code - 1960, as amended.

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

1. That the Chapter 44, 3.20-3.1 and 3.20-3.2, of the Bloomington City Code - 1960, as amended, shall and the same are hereby amended as hereinafter printed in Exhibit I.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 23rd day of January, 2006.

APPROVED this 24th day of January, 2006.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT I

3.20-3.1 AGENCY-OPERATED FAMILY HOME: Means a child care facility which provides care for no more than four (4) children placed by and under the supervision of a licensed child welfare agency with these homes being owned or rented, staffed, maintained and otherwise operated by the agency. The term "agency-operated family home" shall also be deemed to mean an agency staffed home which provides resident services to not more than four (4) individuals who are handicapped, aged, developmentally disabled, or mentally ill. ~~Or in need of adult supervision in accordance with their individual needs.~~ Twenty-four (24) hour adult supervision

shall be mandatory in an agency-operated family home and adult supervision and consultation shall be available to the residents thereof A special use permit issued on or after April 9, 1990 pursuant to Section ~~4.30(7)~~ **7.30 of this Code** shall not authorize the operation of an agency-operated family for persons for whom such facilities serve as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, unless the Special Use Permit specifically so provides. Agency-operated family homes shall be separated from one another by a distance of at least 1,000 feet. (~~Ordinance No. 1991-22~~)

3.20-3.2 AGENCY-OPERATED GROUP HOME: Means a child care facility which provides care for more than four (4) but not more than ten (10) children placed by and under the supervision of a licensed child welfare agency with these homes being owned or rented, staffed, maintained and otherwise operated by the agency. The term "agency-operated group home" shall also be deemed to mean an agency staffed home which provides resident services to more than four (4) but not more than ten (10) individuals who are handicapped, aged, developmentally disabled, **or** mentally ill. ~~or in need of adult supervision in accordance with their individual needs.~~—Twenty-four (24) hour adult supervision shall be mandatory in an agency-operated group home and adult supervision and consultation shall be available to the residents thereof. A special use permit issued on or after April 9, 1990 pursuant to Section ~~4.30(7)~~ **7.30 of this Code** shall not authorize the operation of an agency-operated group home for persons for whom such facilities serve as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, the less the special use permit specifically so provides. (~~Ordinance No. 1990-42~~)

Todd Greenburg, Corporation Counsel, addressed the Council. This was a simple amendment. He provided a brief history of same. Family homes and group homes were permitted uses. A Special Use would be required in an R -2 , Mixed Residence District. They would not be permitted in an R – 1, Single Family Residence District. The Fair Housing Act requires that housing opportunities be permitted for those with handicaps. This only effects single family housing. Residential opportunities must be provided for persons with disabilities. Housing must be within the economic means. The City needed to open housing opportunities within R – 2, Mixed Residence District, areas to gain compliance with federal law.

The text amendment addressed persons in need of adult supervision. This text amendment referred to persons so named. Past offenders/parolees were people in need of adult supervision.

City staff proposed that certain language be deleted that was not within the intention of federal law. City staff tried to determine the Council's intention.

Alderman Schmidt summarized the Planning Commission's vote. Mr. Greenburg stated that he did not understand the logic. There was the belief that the issue was being dumped on the City's multi family areas. There had been talk of a referendum on the ex-convict housing issue. He was not sure of the Council's view on this subject.

Mayor Stockton noted his support for past offender housing in the community. This housing must be properly cited and regulated. Mr. Greenburg had prepared a rough draft. He estimated that there would be a two (2) month time line. Mayor Stockton noted that the issue would appear before the Council in late March/early April 2006.

Alderman Schmidt questioned if Mr. Greenburg's draft had been sent to the Council. Mr. Greenburg responded negatively. Mayor Stockton requested that this information be shared with other interested parties.

Alderman Matejka requested that the language be changed. The City cannot remove the opportunity. In the near future, the City would need an ordinance to serve this population.

Mr. Greenburg noted that parolees were released from the Department of Corrections. Alderman Matejka noted that these individuals were not in a protected class. He questioned if the City had any legal liability. Mr. Greenburg informed the Council that there was not a legal requirement to have regulations. This was not a protected class. The City defined single family zoned areas as not more than two (2) unrelated persons. The City can make an exception in order not to discriminate.

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

Motion carried.

Ron Dozier, 19724 Mallingham Dr., addressed the Council. Judge Dozier served on the Board of Joy Care. There was a benefactor who had offered to purchase the home for ex-offenders. This proposal was closely applicable but did not truly speak to the law. A proposal was made to the City. Joy Care could not meet the City's parking requirements. The Board hoped that the home might be allowed to operate as a rooming house. Joy Care attempted to meet the City Code. The grandfather status was no longer valid as the six (6) month time frame had expired.

Some of these individuals would not be on parole. They had completed their sentence. They had paid their debt to society. They were ex-offenders. They could not afford rent as individual tenants. When released, these individuals have no place to stay. A rooming house might be the only option. An ordinance would need to be created to meet this need. He requested that the Joy Care Board be included in the process. New facilities were being created throughout the country. The Joy Care Board would not allow any sex offenders or any violent offenders. Joy Care did not receive the federal grant. He requested that City staff contact Fred Moore, Joy Care's attorney.

Mayor Stockton stated that past offenders return to the community. This type of home would offer these individuals supervision and assistance.

Judy Stearns, 306 E. Locust, addressed the Council. She questioned the interpretation of City staff. She also questioned the process. Mr. Greenburg stated that this type of housing would be allowed in R – 3, Multi Family Residence District without an ordinance or any regulation from the City. Ms. Stearns cited group homes and institutions. She questioned if the City would address ex-offenders as a class. Mr. Greenburg noted that the decision would be made by the Council. Ms. Stearns cited bed and breakfast as a Special Use. She believed that citizens would want input and should be notified.

Mayor Stockton stated that this request was beyond the scope of this evening's proposed text amendment. Ms. Stearns restated her request for public input regarding this ordinance. Mayor Stockton stated that the neighborhood would receive notice. Their participation would be anticipated on an ongoing basis. Ms. Stearns questioned this participation. There had been those who expressed an opinion that her neighborhood was not open. She described her neighborhood as diverse, caring, and supportive. She added her belief that the neighbors would not be receptive to the proposed text amendment.

Nick Butzirus, 505 E. Jackson, addressed the Council. He noted that a Special Use would be required. Mr. Greenburg restated that this type of home would be allowed in any area zoned multi family. Mr. Butzirus provided an outline which included that this type of home would be regulated in the future. It would require a Special Use in the future. This would allow the neighbors to have a say.

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

Motion carried.

Alderman Matejka stated that he was glad that the City would revisit this issue. He noted the percentage of the population that is incarcerated. The City wanted to be fair to the neighbors and the ex-offenders. The City would provide opportunities for groups within the community to work with this population.

Alderman Schmidt noted that there were not a lot of models from other communities.

Alderman Huette questioned the Planning Commission's intent. He also questioned if any existing group homes would be eliminated. He recommended that an ordinance be drafted in the future to address the issues raised.

Mayor Stockton expressed his concern that the City might be too restrictive.

Alderman Purcell expressed his opinion that this issue had been pushed off onto apartments. He expressed his opinion that group homes should be located throughout the City.

Alderman Schmidt questioned if there were any overarching zoning issues. Mr. Greenburg noted that City staff drafted the Text Amendment. It did not have legislative

powers. He restated that current Code's allowances. The City cannot act beyond its jurisdiction.

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

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

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton addressed the proposed smoke free ordinance. There would be a joint meeting with the Town of Normal on Monday, January 30, 2006. The public would be invited but there would not be any public input. The meeting would be held at Heartland Community College. He informed the Council of his absence. Alderman Matejka would act in his place.

There would be a Town Hall meeting at the Normal Theater on Monday, February 6, 2006. This meeting would be broadcast on WJBC.

He planned to try to attend Normal's Council meeting. He had attended Normal's first input meeting with Alderman Purcell. He provided a summary of the meeting.

He noted that the Council needed to schedule an input meeting on this subject after January 30, 2006. He added that there would be a Work Session on Monday, February 13, 2006 at 6:00 p.m. The topic would be Regulating Smoking in Public Places. Public input would be taken. He would request that individuals addressing the Council not make redundant statements.

Alderman Sprague questioned if the City and Town would extend an invitation to McLean County. Mayor Stockton stated that the County did not have the power to adopt an ordinance. Alderman Sprague expressed his belief that it would be helpful to have the County represented. Counties may be granted this power.

Alderman Sprague questioned when budget meetings would be scheduled. Tom Hamilton, City Manager, noted March 2006. The Council would be presented with a list of dates. There were a number of issues for the Council to address.

CITY MANAGER'S DISCUSSION: Tom Hamilton, City Manager, reminded the Council that there would be a Joint Work Session with the Town of Normal on Monday, January 30, 2006.

Lake Bloomington was up one foot, (1'). The City was also pumping out of the Mackinaw River. A report would be posted.

ALDERMEN'S DISCUSSION: Alderman Purcell questioned future water supply.

He also addressed the east side corridor study. He requested that it be expedited in an effort to set property aside. Mayor Stockton stated that this request could be communicated to McLean County. Tom Hamilton, City Manager, added that both the County and the Town of Normal were also working on their Comprehensive (Land Use) Plans.

Alderman Matejka recognized City staff for their efforts to co-host the Martin Luther King Jr. luncheon.

He also noted that the towing contracts will expired in April 2006. He requested a fact sheet which would include information regarding bidding or a rotation system among qualified firms.

Alderman Sprague thanked Brian Barnes, Finance Director, for the report on the City's golf courses. A discussion regarding future financing of same should be included as a topic during the Budget Work Session. He noted the impact upon the General Fund.

Motion by Alderman Sprague, seconded by Alderman Matejka, that the meeting be adjourned. Time: 9:25 p.m.

Motion carried.

Tracey Covert
City Clerk