

**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, November 14, 2005.

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, Jim Finnegan, Steven Purcell, Karen Schmidt and Mayor Stephen F. Stockton.

Aldermen absent: Michael Sprague

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

The following was presented:

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

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

1. National Adoption Day - November 19, 2005.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton noted that staff from the Baby Fold were present at this evening's meeting. He added that their annual fundraiser, the Festival of Trees, would be held in the City this year.

Motion by Alderman Finnegan, seconded by Alderman Huette that the proclamation 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, Finnegan, Gibson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

Oath of Office – Richard W. Beoletto and Nicholas I. Cheviron.

Roger Aikin, Police Chief, introduced Richard W. Beoletto and Nicholas I. Cheviron, Police Patrol Officers. Both individuals had completed their training. He provided background information on each officer. Officer Beoletto was currently a senior at Illinois State University. His wife and children, and his parents and sister were in attendance at this evening's meeting. Officer Cheviron came to the City from Decatur. He graduated from Eastern Illinois University and held a bachelor's degree. His wife was in attendance at this evening's meeting.

Tracey Covert, City Clerk, performed the Oath of Office. Mayor Steve Stockton presented the officers with their certificates. He congratulated the officers and their families.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bills and Payroll

The following list of bills and payrolls have been furnished to you in advance of this meeting. After examination I find them to be correct and, therefore, recommend their payment.

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Huette 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, Finnegan, Gibson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The sixth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$12,492 will have been paid to date for work certified as 50% complete for the Peace Meals. Completion date - April 2006.
2. The sixth partial payment to Peace Meals in the amount of \$624 on a contract amount of \$7,500 of which \$3,741 will have been paid to date for work certified as 50% complete for the John M. Scott Home Delivered Meals. Completion date - May 2006.
3. The tenth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$3,750 on a contract amount of \$45,000 per year of which \$37,500 will have been paid to date for work certified as 83% complete for the McLean County Economic Development. Completion date - December 2008.
4. The ninth partial payment to Interchange City West, LLC in the amount of \$124,716.19 on a contract amount of \$1,489,060 of which \$1,032,961.39 will have been paid to date for work certified as 69% complete for the Wal-Mart Sales Tax Rebate. Completion date - November 2010.
5. The tenth partial payment to Town of Normal in the amount of \$206,655.71 on a percentage basis contract of which \$1,722,985.65 will have been paid to date for work certified as ongoing for the Wal-Mart Sales Tax Rebate & Metro Zone. Completion - Ongoing.

6. The second partial payment to Anderson Spencer Co. LLC in the amount of \$14,823 on a contract amount of \$27,730 of which \$24,957 will have been paid to date for work certified as 90% complete for the Renovation of Restrooms at City Hall. Completion date - October 2005.
7. The second partial payment to Felmley Dickerson Co. in the amount of \$70,901.10 on a contract amount of \$149,475 of which \$79,849.80 will have been paid to date for work certified as 53% complete for the Police & Fire Computer Aided Dispatch System. Completion date - December 2005.
8. The third partial payment to New World Systems in the amount of \$334.31 on a contract amount of \$671,523 of which \$406,289.31 will have been paid to date for work certified as 61% complete for the Police & Fire Computer Aided Dispatch System. Completion date - July 2006.
9. The first partial payment to MidCo, Inc. in the amount of \$53,859.35 on a contract amount of \$107,718.70 of which \$53,859.35 will have been paid to date for work certified as 50% complete for the Police Department Gate Additions. Completion date - January 2006.
10. The first partial payment to MidCo, Inc. in the amount of \$3,491.57 on a contract amount of \$6,983.13 of which \$3,491.57 will have been paid to date for work certified as 50% complete for the Police Department Access Control System Additions/Moves. Completion date - December 2005.
11. The fifteenth partial payment to Felmley Dickerson in the amount of \$49,892 on a contract amount of \$611,969 of which \$529,139 will have been paid to date for work certified as 86% complete for the Downtown Courthouse Square Streetscape. Completion date - December 2005.
12. The second and final payment to Northern Illinois Gas Company/NICOR in the amount of \$390,864.96 on a contract amount of \$490,864.96 of which \$490,864.96 will have been paid to date for work certified as 100% complete for the Relocation of Gas Main on Airport Road. Completion date - June 2005.
13. The seventh partial payment to JG Stewart Contractors in the amount of \$21,388.21 on a contract amount of \$180,000 of which \$120,376.71 will have been paid to date for work certified as 67% complete for the 2005-2006 Sidewalk Replacement and Handicap Ramp Program. Completion date - December 2005.
14. The sixth partial payment to Terracon Consultants, N.E. Inc. (Dept. 1277) in the amount of \$5,130 on a per ton and hour contract of which \$84,034.25 will have been paid to date for work certified as ongoing for the 2005-2006 Asphalt and Portland Concrete Plan Inspection and Lab Testing. Completion date - July 2006.

15. The fifth partial payment to Rowe Construction in the amount of \$31,391.95 on a contract amount of \$745,000 of which \$611,768.66 will have been paid to date for work certified as 82.1% complete for the 2005-2006 General Resurfacing. Completion date - October 2005.
16. The first and final payment to Farnsworth Group in the amount of \$11,174.60 on a contract amount of \$11,174.60 of which \$11,174.60 will have been paid to date for work certified as 100% complete for the Six Points Road (near Heartland Hills) Sight Distance Road Improvements. Completion date - October 2005.
17. The fourth partial payment to Rowe Construction in the amount of \$126,692 on a contract amount of \$341,726.34 of which \$218,171 will have been paid to date for work certified as 64% complete for the Downtown Intersection Improvements MFT Section 02-00328-00-TL. Completion date - December 2005.
18. The fifth partial payment to Lewis, Yockey & Brown, Inc. in the amount of \$4,556.55 on a contract amount of \$120,000 of which \$41,054.40 will have been paid to date for work certified as 34% complete for the Dr. M.L. King Jr. Dr. - Washington to Oakland. Completion date - December 2005.
19. The ninth partial payment to Rowe Construction in the amount of \$145,668 on a contract amount of \$843,492.81 of which \$794,999 will have been paid to date for work certified as 94% complete for the Hershey Road Widening - Yorktown to Eastland. Completion date - November 2005.
20. The seventh partial payment to Stark Excavating, Inc. in the amount of \$7,667 on a contract amount of \$285,592.80 of which \$284,832 will have been paid to date for work certified as 99% complete for the Erickson Avenue - Oakland to Illinois. Completion date - November 2005.
21. The first partial payment to Farnsworth Group in the amount of \$16,591.53 on a contract amount of \$168,400 of which \$16,591.53 will have been paid to date for work certified as 10% complete for the Lincoln Street - Bunn to Morrissey. Completion date - January 2005.
22. The second partial payment to Rowe Construction in the amount of \$64,228.92 on a contract amount of \$1,250,603.92 of which \$241,828.92 will have been paid to date for work certified as 19% complete for the US Cellular Coliseum Infrastructure Improvements. Completion date - September 2006.
23. The thirty-first partial payment to Brisbin, Brook, Beynon Architects in the amount of \$22,800.39 on a contract amount of \$1,421,000 of which \$1,286,426.32 will have been paid to date for work certified as 91% complete for the US Cellular Coliseum Architects. Completion date - April 2006.

24. The twentieth partial payment to Central Illinois Arena Management, Inc. in the amount of \$20,757.26 on a contract amount of \$738,188.75 of which \$454,654.75 will have been paid to date for work certified as 62% complete for the Professional Services. Completion date - December 2005.
25. The seventh partial payment to PJ Hoerr, Inc. in the amount of \$777,545.78 on a contract amount of \$11,151,298 of which \$3,253,637.46 will have been paid to date for work certified as 30% complete for the Renovation of the Bloomington Center for the Performing Arts. Completion date - June 2006.
26. The eighteenth partial payment to Hammond Beeby Rupert Ainge, Inc. in the amount of \$30,126.40 on a contract amount of \$1,993,750 of which \$1,704,656.25 will have been paid to date for work certified as 87% complete for the Phase 3 and 4 - Renovation of the Bloomington Center for the Performing Arts. Completion date - August 2006.
27. The first partial payment to The Bruce Company in the amount of \$37,834.99 on a contract amount of \$209,526.90 of which \$37,834.99 will have been paid to date for work certified as 18% complete for the Prairie Vista Golf Course - Renovation of #18 Hole. Completion date - January 2006.
28. The third partial payment to Lohmann Golf Design in the amount of \$1,437.50 on a contract amount of \$20,625 of which \$16,312.50 will have been paid to date for work certified as 79% complete for the Prairie Vista Golf Course - Renovation of #18 Hole. Completion date - June 2007.
29. The eighth partial payment to Thompson Dyke & Associates in the amount of \$5,250 on a contract amount of \$227,450 of which \$183,550 will have been paid to date for work certified as 80.7% complete for the Holiday Pool/Park Renovation. Completion date - August 2006.
30. The eleventh partial payment to Stark Excavating, Inc. in the amount of \$28,275 on a contract amount of \$908,929 of which \$821,408 will have been paid to date for work certified as 90.4% complete for the Lake Bloomington Retaining Wall at the Water Treatment Plant. Completion date - November 2005.
31. The ninth partial payment to Farnsworth Group in the amount of \$2,031.66 on a contract amount of \$28,500 of which \$25,165.17 will have been paid to date for work certified as 88% complete for the Staking of Lake Bloomington Retaining Wall Project. Completion date - June 2005.
32. The fourth partial payment to George Gildner, Inc. in the amount of \$36,091 on a contract amount of \$336,413 of which \$252,091 will have been paid to date for work certified as 75% complete for the US Cellular Coliseum Watermain Improvements. Completion date - December 2005.

33. The fourth partial payment to George Gildner, Inc. in the amount of \$21,255.50 on a contract amount of \$75,189 of which \$59,955.50 will have been paid to date for work certified as 80% complete for the East Street Watermain - Mulberry to Locust. Completion date - December 2005.
34. The second partial payment to Clark Dietz in the amount of \$6,292.97 on a contract amount of \$32,000 of which \$7,342.38 will have been paid to date for work certified as 20% complete for the James Place Watermain. Completion date - October 2006.
35. The fourteenth partial payment to Stark Excavating, Inc. in the amount of \$25,850 on a contract amount of \$3,765,738.25 of which \$3,671,645 will have been paid to date for work certified as 98% complete for the Pipeline Road Watermain, Division B - Northtown Road to 2350 N Road. Completion date - December 2005.
36. The first partial payment to Farnsworth Group in the amount of \$1,171.85 on a contract amount of \$9,200 of which \$1,171.85 will have been paid to date for work certified as 13% complete for the Ridgewood Outfall Sewer at Fox Creek. Completion date - April 2006.
37. The third and final payment to George Gildner, Inc. in the amount of \$10,085.03 on a contract amount of \$107,460.03 of which \$107,460.03 will have been paid to date for work certified as 100% complete for the Irvin Park Storm Sewer Replacement. Completion date - October 2005.

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

Alderman Crawford questioned payment 6B12. The second and final payment to Northern Illinois Gas Company/NICOR in the amount of \$390,864.96 on a contract amount of \$490,864.96 of which \$490,864.96 will have been paid to date for work certified as 100% complete for the Relocation of Gas Main on Airport Road. Completion date - June 2005. He questioned the City's obligation to pay NICOR. Tom Hamilton, City Manager, addressed the Council. This expense was a part of the Airport Road project. The grade was lowered for this road. The City is obligated to pay same.

Alderman Finnegan questioned payment 6B22. The second partial payment to Rowe Construction in the amount of \$64,228.92 on a contract amount of \$1,250,603.92 of which \$241,828.92 will have been paid to date for work certified as 19% complete for the US Cellular Coliseum Infrastructure Improvements. Completion date - September 2006. He questioned the status of this project and the time line for same. Mr. Hamilton stated that

Rowe was pouring the curb and gutter and hoped to be done by the end of the week. The pavement still needed to be poured.

Motion by Alderman Finnegan, seconded by Alderman Huette that the payments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Stephen Stockton, Mayor

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

I ask that you concur with the following appointment to the Board of Fire and Police Commissioners:

Tyler Beard, 7 Hearthstone Ct., Bloomington. Mr. Beard is replacing John Beck Moore. His appointment will expire April 30, 2008.

Respectfully,

Stephen F. Stockton
Mayor

Mayor Stockton introduced Tyler Beard. Mr. Beard would serve on the Board of Fire and Police Commissioners. Mr. Beard addressed the Council and provided background information about himself.

Motion by Alderman Finnegan, seconded by Alderman Huette that the appointment be approved.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, 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 Pay Stark Excavating, Inc. for Emergency Sewer Repair

During the milling of the 1100 block of West Oakland Avenue in preparation for resurfacing, it was discovered that a portion of the City sewer beneath the pavement was in need of repair. It was determined that the need for the repair was urgent to protect the public safety and to allow the resurfacing project to proceed without delay.

Due to the depth of the sewer, the scope of the work, and the immediate urgency, the Engineering Department retained Stark Excavating, Inc. to make the repair. Stark Excavating, Inc. has submitted a time and materials bill in the amount of \$5,881.05. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$5,881.05 to Stark Excavating, Inc. for the repair of the sewer and pavement with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Huette that the payment be approved.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, 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 Payment for Lake Bloomington Reservoir Dam Spillway Repairs

Staff respectfully requests approval of the final payment to J. G. Stewart Contractors, Inc. for repairs to the Lake Bloomington reservoir dam spillway. The joints between the concrete panels in the entire spillway needed to be resealed and a large section of concrete at the joint between the dam structure and the paved spillway was delaminated and in need of replacement.

These repairs ran the entire span of the dam structure. Staff directed the City's 2005 concrete contractor to make repairs that were originally thought to be minor and small in scope. Once it was thoroughly investigated as part of the repair process, and due to the seriousness of the problem, staff elected to have the contractor continue until the repairs were completed.

Staff respectfully recommends that Council approve the payment to J. G. Stewart Contractors, Inc. in the amount of \$9,641.50 from for emergency repairs to the Lake Bloomington reservoir dam spillway. Funds for the repairs will be taken from the Water Department/Water Depreciation Fund, Other Capital Improvements (Account # X50200-72620).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Huette that the payment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

November 14, 2005

1067

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Payment for Laboratory Services to Determine a Profile of the Level of Taste and Odor Compounds in the Evergreen Reservoir Raw Water Column

Beginning in November, 2004, and continuing until the spring, 2005, the water drawn from the Evergreen reservoir was plagued with an offensive taste and odor caused by a naturally occurring compound called Geosmin, which is found in soil bacteria. Although this compound has no known health effects, it has caused a great deal of concern with customers over the perceived safety of the water.

The Water Department has continued to monitor the level of taste and odor compounds in the water drawn from both the Lake Bloomington and Lake Evergreen reservoirs. These compounds have been at high enough levels at the Lake Evergreen reservoir overwhelming the removal capabilities in the treatment plant causing concern. Therefore, water continued to be drawn from the Lake Bloomington reservoir throughout the summer because the taste and odor compounds were at lower levels during that time. The level of these compounds have recently declined in the Lake Evergreen reservoir, however, staff will continue to closely monitor the levels throughout the depth of the reservoir.

This information will be used to determine the effectiveness of the reservoir destratifier which keeps oxygen circulating throughout the water column, even to depths where it would not normally be present. It will also be used to determine if withdrawing water at different levels of the reservoir will minimize any taste and odor compound occurrence. Staff has collected the samples and had them analyzed at a contractual laboratory, Underwriters Laboratories, Inc.

Underwriters Laboratories, Inc. has submitted an invoice for these services in the amount of \$5,500. Staff has reviewed this invoice and found it to be in order, therefore respectfully requests that Council approve the payment of \$5,500, with payment to be made with Water Department, Operations and Maintenance Funds, Purification Division, Laboratory Services (5010-X50130-70770).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Huetter that the payment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Contribution to Washington School PTO for Playground Project

The Mayor and staff were approached by members of the Washington School PTA last year regarding participating in the funding of a new playground at the school. The City has assisted with funding in the past due to a park/school arrangement. For example, in 2001, the City assisted with the new Sheridan School playground equipment in the amount of \$25,000.

Last year, the Mayor and staff agreed to recommend to Council that the City contribute \$25,000 toward the replacement of the Washington School playground. This playground is a Leather's project and has a budget of approximately \$100,000. Leather's playgrounds are constructed with plastic wood and built with volunteers. Washington School PTO has requested a contribution of \$25,000 from the City to assist in reaching their fundraising goal. This playground will be accessible and available to the general public during non-school hours.

Staff respectfully requests that Council approve a purchase order in the amount of \$25,000 to the Washington School PTO to be applied toward the purchase of the playground equipment. Funds are available in the Fixed Asset Replacement Fund, account F14110-72140 for this project.

Respectfully,

Jerry Armstrong,
Asst. Director Parks & Recreation

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Huette that the contribution to Washington School for the purchase of new playground equipment be approved in the amount of \$25,000, and the Purchasing Agent authorized to issue Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

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

Staff respectfully requests that Council declare the following fire apparatus as surplus property and authorize staff to offer these items for sale via sealed bid:

1978 American LaFrance Aerial Ladder Truck (Unit #4)
1978 American LaFrance Telesquirt (Unit #18)

Staff recommends setting minimum bid at \$7,500 for Unit # 4 and \$10,000 for Unit #18. In the event that no bids are received meeting those minimums, staff respectfully requests authorization to dispose of the items by donating them to a fire department or fire service training organization.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Alderman Purcell questioned the value of these fire engines. He also questioned to whom they would be donated. Tom Hamilton, City Manager, noted that generally the City is contacted by an entity that is requesting a donation. Keith Ranney, Fire Chief, addressed the Council. Surplus fire equipment is generally donated to fire departments located in Kentucky or to the State Fire Marshall. The donation removed the City from any liability.

Alderman Purcell stated that City equipment was well maintained. Chief Ranney noted that City staff had contacted the Fire Service Institute.

Motion by Alderman Finnegan, seconded by Alderman Huette that the 1978 American LaFrance Aerial Ladder Truck (Unit #4), and 1978 American LaFrance Telesquirt (Unit #18) be declared as surplus property and offered for sale by sealed bid, or donated to a fire department or fire service training organization in the event the bids do not meet the set minimum bid amounts.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
 From: Staff
 Subject: Analysis of Bids-Printing of Brochure

On Thursday, November 3, 2006 at 10:30 a.m. bids were opened in the City Clerk's office for printing of 15,800 copies of the 2006 Winter/Spring Activity Brochure for the Parks and Recreation Department. Nine printers responded to the bid:

FIRM	BID PRICE
*Ron Smith Printing, Bloomington	\$5,250.00
Printec, Champaign	\$5,775.00
Illinois Graphics, Inc., Bloomington	\$5,953.00
BOPI, Bloomington	\$6,769.00
Action Printing, Fond Du Lac, WI	\$7,210.00
Curtis 1000, Bloomington	\$7,742.00
Heyworth Printing, Heyworth	\$8,000.00
AlphaGraphics, Bloomington	\$8,366.60
Copy Shop, Bloomington	NO BID

* Low & Recommended bid

Ron Smith Printing in Bloomington was the lowest bid. Staff respectfully requests that Council award the bid to Ron Smith Printing and authorize the Purchasing Agent to issue a purchase order for \$5,250. There is \$6,000 budgeted in account G14112-70740 for this project

Respectfully,

Keith Rich,
 Director Parks & Recreation

Barb Wells,
 Supt. of Recreation

Tom Hamilton
 City Manager

Motion by Alderman Finnegan, seconded by Alderman Huette that the bid be awarded to Ron Smith Printing in the amount of \$5,250, and the Purchasing Agent authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Structured Cabling System (SCS) for US Cellular Coliseum and Pepsi Ice Center

Working with Technical Design Services, Inc. (TDSi), Naperville, IL, staff recently released a request for proposal (RFP) for the SCS in the US Cellular Coliseum and Pepsi Ice Center. TDSi created the design for the SCS, assisted in the release of the RFP and has been instrumental in assisting in the evaluation the responses provided.

The following responses were received:

WM Masters, Inc.	Bloomington, IL	\$145,685.00** recommended
Heart Technologies	East Peoria, IL	\$153,781.96
Zeller Electric	Morton, IL	\$163,100.00

The SCS is the cabling infrastructure that will provide connectivity for telephones and computer related equipment in the building. Staff respectfully requests that the work be awarded to WM Masters, Inc. and that Council authorize the Purchasing Agent to issue a purchase order for \$145,685. Payment for this work is to be charged to the US Cellular Coliseum (F56200-72120) and Pepsi Ice Center (X40750-72120) Fixed Asset Accounts. Eighty-five percent (85%) from F56200-72120 and fifteen percent (15%) from X40750-72120.

Respectfully,

Scott Sprouls
I.T. Manager

Tom Hamilton
City Manager

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Alderman Purcell questioned the price difference. Tom Hamilton, City Manager, noted that City staff recommended that Council accept the lower bid.

Motion by Alderman Finnegan, seconded by Alderman Huette that the work be awarded to WM Masters, Inc. in the amount of \$145,685, 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, Finnegan, Gibson, Matejka and Purcell.

Nays: None.

Motion carried.

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process for Single Source Purchase of Fall Protection Equipment for the US Cellular Coliseum

Central Illinois Arena Management would like to recommend the purchase of Fall Protection from the Evan Corporation for the US Cellular Coliseum. The Evan Corporation is the industry-wide leader in fall protection safety. The fall protection system is an OSHA requirement and is needed for the US Cellular Coliseum to function. This system provides the riggers to walk the main trusses of the Coliseum to set up shows.

Evan Corporation has a unique design that no other company can match. The training and attention to detail makes their system the best fit for this project.

This is a list of recent fall protection installations made by the Evan Corporation:

- Lincoln Financial Field, Philadelphia
- Ford Park, Beaumont, TX
- American Bank Center, Corpus Christi, TX
- American Airlines Center, Dallas
- Nationwide Arena, Columbus
- MCI Center, Washington DC
- Van Andel Arena, Grand Rapids
- Phillips Arena, Atlanta
- Conseco Fieldhouse, Indianapolis

The purchase price for this fall protection system is \$67,500, which includes additional steel that is needed to secure the system and make it as safe as possible for the end user.

Staff respectfully requests that Council waive the formal bidding process and accept the quote from the Evan Corporation in the amount of \$67,500, and authorize the purchasing agent to issue

a purchase order for same. The funds for the US Cellular Coliseum are budgeted in F56200-72140, Coliseum Fixed Asset Replacement fund - capital outlay equipment other than office. The budget for this item was \$100,000.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2005 – 142

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FALL PROTECTION EQUIPMENT FROM
EVAN CORPORATION AT A PURCHASE PRICE OF \$67,500**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Fall Protection Equipment from Evan Corporation at a Purchase Price of \$67,500.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette that the formal bidding process be waived, the fall protection equipment be purchased from Evan Corporation in the amount of \$67,500, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, 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 Approve the Purchase of ABI Management Software for the US Cellular Coliseum/Public Ice Rink

Staff received a recommendation from the Central Illinois Arena Management (CIA) for the purchase of the ABI Managing Software Company for the US Cellular Coliseum. This software will assist CIA in controlling payroll costs, as well as event booking and managing. This software also has incident tracking and lost and found features.

ABI Managing Software Company is the only company that CIA has found to have all of these features in one software package. Other companies considered include:

- Event Booking
- SB Client
- Event Pro
- Ungerbouck

Some of ABI Managing Software clients are:

- Busch Stadium, St. Louis
- Wrigley Field, Chicago
- Staples Center, Los Angeles
- American Airlines Center, Dallas

City Manager, Tom Hamilton, IT Director, Scott Sprouls, and Barb Wells, Recreation Superintendent, visited Busch Stadium in St. Louis to view this product in use and all have agreed that this product should be the software used within the City's facility. There is \$100,000 budgeted in the fixed asset account for this item. The purchase price for this all-in-one software from ABI Managing Software Company is \$96,556.14.

Staff respectfully requests that Council waive the formal bidding process, the quote from ABI Managing Software Company be accepted in the amount of \$96,556.14, and the purchasing agent be authorized to issue a purchase order for same. The funds for the U.S. Cellular Coliseum are budgeted in F56200-72140, Coliseum Fixed Asset Replacement fund - capital outlay equipment other than office.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 143

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF MANAGEMENT SOFTWARE FOR THE U.S.
CELLULAR COLISEUM/PUBLIC ICE RINK AT A PURCHASE PRICE OF \$96,556.14**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase management software for the U.S. Cellular Coliseum/Public Ice Rink at a Purchase Price of \$96,556.14.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell questioned the software cost. Tom Hamilton, City Manager, addressed the Council. He described the software as a management package. The package has programs to address the following areas: Human Resources, Event Planning, and Reconciliation. It will track events, check individual's identification, handle payroll, (salaries) and enhance the management of the facility. Alderman Purcell questioned maintenance. Mr. Hamilton added that staff training was included. He described this package as versatile.

Motion by Alderman Finnegan, seconded by Alderman Huette that the formal bidding process be waived, the management software for the U.S. Cellular Coliseum/Public Ice Rink be purchased from ABI Managing Software Company in the amount of \$96,556.14, 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, Finnegan, Gibson, 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 Approve a Professional Services Contract for an Ozone Pilot Study for Taste and Odor Compound Elimination

Starting in November of 2004 and continuing until the spring of 2005, the water withdrawn from the Lake Evergreen reservoir was plagued with an offensive taste and odor caused by a naturally occurring compound called Geosmin, which is found in soil bacteria. Although this compound has no known health effects, it has caused a great deal of concern with customers over the perceived safety of the water.

The Water Department has continued to monitor the level of taste and odor compounds in the water drawn from both the Lake Bloomington and Lake Evergreen reservoirs. These compounds have been at high enough levels at the Lake Evergreen reservoir overwhelming the removal capabilities in the treatment plant causing concern. Therefore, water continued to be drawn from the Lake Bloomington reservoir throughout the summer because the taste and odor compounds were at lower levels during that time. The level of these compounds have recently declined in the Lake Evergreen reservoir but staff continues to work on a long term solution to the taste and odor problem.

The first phase of this study was started in the spring and recently concluded with the completion of a report on the findings. The Water Department has enacted the suggested changes outlined in that report. These water treatment process changes will help to some degree, however it is understood that any recurrence of the taste and odor problem of the same magnitude that was experienced in 2004/2005 will overwhelm the removal capabilities of the treatment plant, even with the enhanced capabilities. Staff is therefore exploring the use of a treatment technology that has been used in similar circumstances by numerous water treatment facilities around the country called ozone treatment.

Ozone used in water treatment is the exact same form of oxygen that occurs in the upper atmosphere naturally ("the ozone layer"). For water treatment, it is generated by passing oxygen through an electric charge and forming the trivalent form of oxygen known as ozone, changing O₂ to O₃. The same action occurs naturally when lightning flashes; a small amount of ozone is

created. Ozone is a very reactive element that destroys taste and odor compounds. However, since ozone reacts differently in water with different compositions, it is necessary to complete a pilot study for the Illinois Environmental Protection Agency (IEPA).

A suggested protocol for the pilot study must be submitted to IEPA for their review and comment. Typically, the IEPA has required a twelve (12) month pilot program to assess the reaction of ozone to the seasonal variations inherent in a surface water supply. City staff, the Farnsworth Group, Inc. and a University of Illinois professor, subcontracted through Farnsworth Group, for the previous taste and odor work, all agree that a reduced testing protocol may be possible.

Staff respectfully requests that Council waive the formal bidding process and approve a contract with the Farnsworth Group, Inc. at a cost not to exceed \$15,000 for consulting work to determine the protocol necessary for an IEPA required ozone pilot test. Payment for this work will be made with Water Department Purification Division, Operations and Maintenance Funds, Other Professional and Technical Services (X50130-70220).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 144

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING A CONTRACT WITH FARNSWORTH GROUP, INC. TO PROVIDE
CONSULTING WORK TO DETERMINE THE PROTOCOL NECESSARY FOR AN
IEPA REQUIRED OZONE PILOT TEST, IN AN AMOUNT NOT TO EXCEED \$15,000**

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

1. That the bidding process be waived and a contract with Farnsworth Group, Inc. to provide consulting work to determine the protocol necessary for an IEPA required ozone pilot test, in an amount not to exceed \$15,000.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Huette that the formal bidding process be waived, the contract with Farnsworth Group, Inc. be approved in an amount not to exceed \$15,000, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, 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 Waive the Formal Bidding Process and Proceed with Repairs to the Paved Slope on the Earthen Section of the Lake Bloomington Reservoir Dam

While the water level in the Lake Bloomington reservoir has been down due to the 2005 drought, staff has embarked on a program to observe various features and structures around the lake that are normally not visible or easily accessible for inspection. The recent repairs to the dam structure is an example, as is the use of a shoreline stabilization consultant to inspect the entire Lake Bloomington reservoir shoreline.

Staff recently inspected the "toe" or base of the paved slope which armors the earthen section of the reservoir dam, south of the spillway. This earthen section is topped by County Highway 8 which runs across this earthen section of the dam. The portion of this earthen section that faces the reservoir is protected by a concrete paving that is approximately 6 inches thick. When the water level in the reservoir dropped below the lowest portion of this paved slope in mid-October, it became apparent that there had been substantial erosion and that this paved slope had been undermined.

It was noted to be cracked nearly along the entire length, parallel to the shore. This was another indication it had been undermined and that with the soils beneath it being washed away, the concrete was cracking under its own weight. The extent of the voids beneath this paved slope are unknown but will be approximated for budgetary purposes once a few exploratory inspection openings are made in the concrete to observe the void beneath.

If ignored, the erosion will continue and could threaten the earthen section of the reservoir dam and roadway on top. This repair is straightforward; to preserve the existing concrete paving on the slope, and the voids beneath the paved slope grouted full of flowable fill. This will restore the structural integrity of the slope and prevent further erosion. In addition, to reduce any chance of further erosion starting at the base of the paved slope, this area will be rip-rapped along the entire length of the slope.

Staff contacted J. G. Stewart Contractors, Inc., the City's 2005 concrete contractor, in an attempt to determine the extent of this problem, and they have provided staff with a project estimate not to exceed \$150,000. J. G. Stewart Contractors, Inc. repaired the damaged concrete on the Lake Bloomington reservoir, which were successfully completed in September.

Due to the unknown scope of this emergency repair, if the project would appear to exceed \$150,000 as authorized in this memo, staff will request permission for further funding authorization before proceeding.

Staff will work with the Finance Director to determine what capital projects will need to be delayed in order to fund this project and stay within the FY 2005-06 budget. Additionally, the Water Depreciation Fund currently has about a \$2 million balance, that could fund this project with reserves.

Staff respectfully recommends that Council waive the formal bid process and approve a contract with J. G. Stewart Contractors, Inc. for repairs to the Lake Bloomington reservoir dam earthen section paved slope, in an amount not to exceed \$150,000. Payment for this work will be made with funds from the Water Department/Water Depreciation Fund, Other Capital Improvements (Account # X50200-72620).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 145

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING A CONTRACT WITH J.G. STEWART CONTRACTORS, INC. FOR REPAIRS TO THE LAKE BLOOMINGTON RESERVOIR DAM EARTHEN SECTION PAVED SLOPE IN AN AMOUNT NOT TO EXCEED \$150,000

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

1. That the bidding process be waived and a contract with J. G. Stewart Contractors, Inc. for repairs to the Lake Bloomington reservoir dam earthen section paved slope in an amount not to exceed \$150,000.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette that the formal bidding process be waived, the contract awarded to J. G. Stewart Contractors in an amount not to exceed \$150,000, the Mayor and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, 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 Authorize the Purchase of a Replacement Rotating Element on a Pump at the Division Street Pump Station

Staff has initiated an aggressive program of maintenance to move from a reactive organization to that of a proactive organization, with a focus on predictive maintenance. As part of this program, several pumping units that had not been maintained for years were disassembled and inspected for wear. Unfortunately, it has been concluded that several parts of the pumps are worn beyond repair and must be replaced.

The rotating element (the impeller which spins and pumps the water, wear rings, bearings and seals) in one of the pumps at the Division Street pump station is in such condition, that it can not be salvaged and must be replaced. Staff received a quote for this element General Pump and

Machinery, which has provided the City with pump maintenance services for many years. The new rotating element assembly was quoted at \$10,350.

Staff respectfully requests that Council waive the formal bidding process and accept the quote of \$10,350 from General Pump and Machinery for the rotating element. Payment for this purchase will be made from Water Department, Operations and Maintenance Funds, Transmission, Distribution and Pumping Division, Other Repair and Maintenance (5010-X50120-70590).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 146

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A REPLACEMENT ROTATING ELEMENT
FROM GENERAL PUMP AND MACHINERY AT A PURCHASE PRICE OF \$10,350**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a replacement rotating element from General Pump and Machinery at a purchase price of \$10,350.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette that the formal bidding process be waived, the replacement rotating element be purchased from General Pump and Machinery in the amount of \$10,350, 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, Finnegan, Gibson, 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 Waive Bids and Hire Midwest Forestry to Grind Wood Wastes at the Forrest Park Maintenance Facility

For the past six years Ceres Environmental has ground the wood wastes that the forestry crews have generated from tree removals. The Parks and Recreation Department uses this mulch for various landscaping projects. This year Ceres Environmental is tied up with the aftermath of Hurricane Katrina as there has been no response to staff's requests for a quote.

Staff has bid this work in the past but received only one bid as not many firms have a grinder large enough to grind the size of material the City has stockpiled. Staff has located a firm, Midwest Forestry, LLC from East Dundee, that has a 1300 Morbark tub grinder. They have provided a quote of \$440 per hour and a mobilization charge of \$1,000. In 2003, Ceres performed this work for \$345 per hour with an \$1,800 mobilization fee. Due to the sharp rise in the cost of diesel fuel during the past year, staff believes that this is a fair price.

Staff respectfully requests that Council waive the formal bidding process, accept the quote of \$440 per hour submitted by Midwest Forestry, in an amount not to exceed \$15,000, and the Purchasing Agent be authorized to issue a Purchase Order for same.. There are sufficient funds in the Forestry Division budget, account G14146-70990 for this work.

Respectfully,

Jerry Armstrong,
Asst. Director Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 147

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF WOOD GRINDING OF WOOD WASTES AT A
PURCHASE PRICE NOT TO EXCEED \$15,000**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Wood Grinding of Wood Wastes at a Purchase Price not to exceed \$15,000.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette that the formal bidding process be waived, the project awarded to Midwest Forestry in an amount not to exceed \$15,000, 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, Finnegan, Gibson, 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 Waive the Formal Bidding Process and Accept Quotations for Holiday Gifts

The Human Resources Department respectfully requests that Council waive the formal bidding process and accept the quote from Pyramid Printing, Inc. for the 2005 employee holiday gift. Staff anticipates purchasing 580 items at a cost not to exceed \$6,310.40. This price does not including shipping, the cost for shipping the gifts is estimated to be \$250. Staff solicited quotes from the following three companies:

Pyramid Printing, Inc.	\$10.88 per item	x	580	=	\$6,310.40	*Low Bidder
Ipromoteu - A. Saluto	\$11.78 per item	x	580	=	\$6,832.40	
Creative Visions	\$13.87 per item	x	580	=	\$8,044.60	

Staff respectfully requests that the formal bidding process be waived, the holiday gifts be purchased from Pyramid Printing, Inc., in an amount not to exceed \$6,340.40 plus shipping, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution be adopted. Funds for this purchase is budgeted in the Employee Relations line item, #11410-79120. This purchase will include surplus items to be sold to employees or the public, with funds being placed in the revenue line item #11410-57990.

Respectfully,

Emily Bell
Director, Human Resources

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 148

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF HOLIDAY GIFTS AT A PURCHASE PRICE OF \$6,340.40 PLUS SHIPPING FROM PYRAMID PRINTING, INC.

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Holiday Gifts at a Purchase Price of \$6,340.40 plus shipping from Pyramid Printing, Inc.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette that the formal bidding process be waived, the holiday gifts purchased from Pyramid Printing, Inc. in an amount not to exceed \$6,340.40 plus shipping, 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, Finnegan, Gibson, 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 Addition of Network Hardware for the US Cellular Coliseum and Pepsi Ice Center to Existing Verizon Networking Contract

Staff respectfully requests Council approval to add the network switching hardware, necessary for the US Cellular Coliseum and Pepsi Ice Center, to the existing "Core and Distribution" networking contract the City has with Verizon Data Services. Council approved this contract at the October 24, 2005 meeting.

Although staff was aware of the upcoming need for the networking hardware for the US Cellular Coliseum, the exact design and configuration was unknown at the time the Core and Distribution request was made to Council. It was necessary to proceed with the core and distribution network implementation as it is the first logical step in the City's network upgrade, and needs to be well underway before beginning network implementation at the US Cellular Coliseum.

Staff believes the network will remain more stable if this portion is at least mostly completed before work on the US Cellular Coliseum network begins. The network design for the US Cellular Coliseum has since been finalized and the hardware and configuration are very similar to the work involved in the contract already awarded to Verizon.

A separate RFP process for networking at the Coliseum would likely provide very similar proposal results as the core and distribution RFP. As a condition of the core and distribution contract, staff required vendors to guarantee identical pricing for ninety (90) days in anticipation of adding this network hardware. For this reason, staff is certain that the pricing is identical to the pricing in the original Verizon proposal. It is also in the City's best interest to have one vendor provide the implementation for as much of the networking hardware as possible. This

will provide a higher degree of consistency and less “finger-pointing” if problems should arise than is likely with multiple vendors involved.

Verizon pricing for networking hardware at the US Cellular Coliseum is:

Verizon Data Services	Bloomington, IL	\$77,487.29
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Staff respectfully requests that Council authorize the Purchasing Agent to issue a purchase order for \$77,487.29 to Verizon Data Services, with payment to be charged to the US Cellular Coliseum (F56200-72120) and Pepsi Ice Center (X40750-72120) Fixed Asset Accounts. Eighty-five percent from F56200-72120 and fifteen percent from X40750-72120.

Respectfully,

Scott Sprouls
I.T. Manager

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 149

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$77,487.29 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND VERIZON DATA SERVICES FOR THE ADDITION OF NETWORK HARDWARE FOR THE US CELLULAR COLISEUM AND PEPSI ICE CENTER

WHEREAS, the City of Bloomington has previously entered into a contract with Verizon Data Services for the Core and Distribution Networking; and

WHEREAS, for the reasons set forth in a staff report dated 2005 it was necessary to add the Addition of Network Hardware for the US Cellular Coliseum and Pepsi Ice Center; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the November 14, 2005 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 \$77,487.29 in the contract between the City of Bloomington and Verizon Data Services for the Data Networking Hardware Replacement be approved.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell questioned if dollars were available to address this item. Tom Hamilton, City Manager, addressed the Council. He responded affirmatively. The equipment would be depreciated over time. Dollars would be saved for its eventually replacement.

Motion by Alderman Finnegan, seconded by Alderman Huette that the Change Order be approved in the amount of \$77,487.29, and the Resolution adopted.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, 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 #1 for the Renovation of Hole #18 at Prairie Vista Golf Course

During the bidding process for the renovation work at Prairie Vista Golf Course, an alternate for the seeding and sodding was removed. Staff believed that this work could be accomplished in-house. Due to an oversight, staff inadvertently removed the finish grading from the project which was included in the unit prices for seeding and sodding.

The Bruce Company has submitted a change order in the amount of \$13,026.35 to complete the finish grading on the project. Their portion of the project was scheduled to have been completed by November 4, 2005. They were given permission to complete finish grading due to the uncertainty of the weather and the short window available to complete this project.

Staff, therefore, respectfully requests that Council approve the change order in the amount of \$13,026.35 to Bruce Company for the finish grading. This change order brings the total cost of the contract to \$222,550.25. There are sufficient funds in the 2003 road bond issue, account X40154-72570 to cover these additional costs.

Respectfully,

Jerry Armstrong,
Asst. Director, Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 150

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$13,026.35 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND THE BRUCE COMPANY FOR THE RENOVATION OF
HOLE #18 AT PRAIRIE VISTA GOLF COURSE**

WHEREAS, the City of Bloomington has previously entered into a contract with The Bruce Company for the Renovation of Hole #18 at Prairie Vista Golf Course; and

WHEREAS, for the reasons set forth in a staff report dated November 14, 2005 it was necessary to complete the finish grading on the project; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the November 14, 2005 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 \$13,026.35 in the contract between the City of Bloomington and The Bruce Company for the Renovation of Hole #18 at Prairie Vista Golf Course be approved.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette that the Change Order in the amount of \$13,026.35 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, Finnegan, Gibson, 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 #4 for Phase Two of Tipton Park

A couple of changes were made during the course of construction that were not included in the bid documents. Originally, the ballfields were designed without gates. After construction of the fence, staff had second thoughts about this arrangement due to the possibility of balls going out of play. The gates would also allow the fields to be secured for any number of reasons. The cost of these eight (8) gates is \$3,695.60.

The second item involves the waterplay area. This change is for additional labor and materials to install separate lines and valves to each component of the waterplay. This change was made due to the City's experience at the waterplay area at McGraw Park. Having each component of the waterplay area on a separate line, with its own valve allows shutting down one play feature in event of a leak or malfunction while the other components can remain in use. The additional cost for this work was \$1,611.10. The total cost for these two items is \$5,306.70. Staff believes that these changes will enhance the overall quality of the project.

Staff respectfully requests that Council approve change order #4 in the amount of \$5,306.70. This change order will bring the total cost of the contract with Stark Excavating, Inc. to \$1,501,034.30. The budget for this project is \$2,000,000 leaving a balance of \$57,612.64 to complete the project.

Respectfully,

Jerry Armstrong,
Asst. Director Parks & Recreation

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Huette that the Change Order in the amount of \$5,306.70 be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Amendment to Professional Service Agreement with Farnsworth Group for the Preparation of Construction Documents for Market Street and Lee Street Intersection Improvements

The original agreement for the design of Market Street and Lee Street Intersection Improvements by Farnsworth Group was approved by Council on April 26, 2004 in the amount of \$39,300. During the course of the design, it was determined that the existing combination sewer system was inadequate to properly drain the project and additional work was required to design a storm sewer in Market and Mason Streets.

These were beyond the original scope of the contract. The consultant has proposed to perform the additional work described above on a time and material basis at an additional cost not to exceed \$18,500. Staff has examined the submittal from Farnsworth Group for additional payment and finds it acceptable. An amendment to the current contract is requested.

Original Contract	\$39,300.00
This Change Order	<u>\$18,500.00</u>
Total Contract Amount	\$57,800.00

Staff respectfully requests that Council approve an amendment to the design contract with Farnsworth Group for the design of Market Street and Lee Street Intersection Improvements in the additional amount of \$18,500, for an revised total contract amount of \$57,800 with payment to be made with Storm Water Depreciation Funds (X55200-70050).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 151

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$18,500 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND FARNSWORTH GROUP**

WHEREAS, the City of Bloomington has previously entered into a contract with Farnsworth Group for; and

WHEREAS, for the reasons set forth in a staff report dated November 14, 2005 it was necessary to design a storm sewer in Market and Mason Streets; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the November 14, 2005 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 \$18,500 in the contract between the City of Bloomington and Farnsworth Group for the Preparation of Construction Documents for the Market Street and Lee Street Intersection Improvements be approved.

ADOPTED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Schmidt expressed her opinion that this project was on hold. Tom Hamilton, City Manager, noted that the City must pay for the work completed to date.

Motion by Alderman Finnegan, seconded by Alderman Huette that the Change Order be approved in the amount of \$18,500 and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of Sanitary Sewer Easement from Land Trust PJO-REF1

The City plans to construct a relief sewer that will take excess flow from the Sakemiller sewer prevent flooding in the area of Lafayette and Morrissey. The sewer will run generally northwesterly from an existing manhole on property owned by the Vale Community Church at 1304 Morrissey Dr., across Morrissey Dr., west along the Lafayette Street right of way, to Maple Street, north on Maple to Baker Street, across the Baker/Ash detention basin to an existing Bloomington Normal Water Reclamation District, (BNWRD) sewer on private property on Bunn Street. The City needs to obtain easements across several pieces of private property to build the relief sewer as designed. One of the effected properties is the small strip mall on the southwest corner of Lafayette and Morrissey. This property is held in a land trust known as PJO-REF1.

The City needs to acquire a permanent easement containing 3,306 square feet and a temporary easement containing a total of 2,751 square feet across this property. Both easements are within the parking lot for the businesses leasing space in the mall. There is a sign within the easement area that needs to be relocated.

The trust as agreed to grant the permanent and temporary easement for \$6,000. The property was not appraised, however, IDOT acquired right of way on this property in 2000. Staff used information from that sale for the purpose of determining the amount of compensation that should be paid for the City's take. Staff believes that this price is fair and respectfully recommends that Council approve the payment in the amount of \$6,000 for the easements.

Respectfully,

Hannah Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Huette that acquisition of an easement from Land Trust PJO-REF1 for \$6,000 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Amendment to Lease with the Public Building Commission for 115 E. Washington, 201 E. Washington and the Abraham Lincoln Parking Lot

The City and the County jointly lease the Government Center building and the Abraham Lincoln Parking Garage from the Public Building Commission (PBC). Under the current lease, the City pays \$741,092 in rent annually, and the County pays \$407,593. The amount of the rent was determined by the payments on the bonds issued to remodel the Government Center building and add decks to the parking garage. The City's payment includes all of the bond indebtedness for the parking deck and one half of the bond indebtedness for the Government Center. The City's payment was higher due to the City receiving the parking revenues.

The lease was drafted before construction started and the rent payments were based on cost estimates. As it turned out, the construction of the additional floors on the parking deck cost less than expected, and the Government Center work exceeded the estimates. As a result, that portion of the City's rent payment attributed to the parking deck bond issue, as based on the original cost estimates, was too high. This meant that the City was paying more than its fair share of the Government Center bond indebtedness.

All parties agree that the lease needs to be amended to bring the City's payment in line with the actual costs. The amendment accomplishes two things: 1.) it establishes the new rental amounts, which will become effective in October 2007, and 2.) corrects for the City's overpayment from previous years.

Staff respectfully requests that Council approve the amended least agreement, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

SECOND LEASE AGREEMENT AMENDMENT

This Amendment to a Lease Agreement made this 4th day of October, 2005, between the Public Building Commission of McLean County, Illinois, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "*County*"), and the City of Bloomington, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*City*"), as Lessees.

Witnesseth:

Whereas, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into a lease made the 20th of November, 2001 (the "*Lease*"), pursuant to which the Commission leases to the County and the City, the Site and the Building (as described and defined in the Lease); and

Whereas, the parties executed an amendment to the Lease on December 12, 2003 entitled Lease Agreement Amendment (the "*Amendment*") wherein it was provided among other things that the rental payment provisions of the Lease were modified by reason of a second bond issue to finance added costs of the Government Center renovation project; and

Whereas, the original rental amount and the amended rental amount payable by the City were premised upon a certain cost of construction of two additional decks on the Abraham Lincoln Parking Garage but the actual cost of that construction was approximately \$1,000,000 less than the estimated costs and accordingly the rental amount payable by the City for the parking deck should be reduced and be reallocated equally to the rent payable by both the County and the City for the Government Center.

Now therefore, in consideration of the revised rents set forth herein and the covenants and provisions contained in the Lease, the parties agree as follows:

1. The County agrees to pay the sum of \$515,506 on or before October 1, 2006 as its share of the rent payment due at that time under the Lease and the Amendment.
2. The City agrees to pay the sum of \$633,180 on or before October 1, 2006 as its share of the rent payment due at that time under the Lease and the Amendment.
3. Beginning with the rent payment due on or before October 1, 2007, and on or before October 1 of each year thereafter thru and including October 1, 2022, the

County agrees to pay \$429,176 and the City agrees to pay \$719,509 as rent for each of said years.

- 4. Notwithstanding the foregoing, the County and City acknowledge their joint and several liability for the total annual rent due under the Lease and the Amendment in the amount of \$1,148,685.
- 5. In all other respects the terms of the Lease and the Amendment remain in full force and effect.

In Witness Whereof, the Public Building Commission of McLean County, Illinois, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed by its Chairman and attested by its Secretary, the County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this amendment to the Lease to be signed in its name by its Mayor and attested by the Clerk of the City as of the day and year first written.

Public Building Commission of McLean
County, Illinois McLean County, Illinois

Attest:

_____ By: _____
 Secretary Chairman

(Affix Corporate Seal)

The County of McLean, Illinois

Attest:

_____ By: _____
 County Clerk of McLean County, Illinois Chairman, County Board of McLean County,
 Illinois

(Affix Corporate Seal)

City of Bloomington,
McLean County, Illinois

Attest:

Tracey Covert
City Clerk of the City of Bloomington

Stephen F. Stockton
Mayor of the City of Bloomington

(Affix Corporate Seal)

Motion by Alderman Finnegan, seconded by Alderman Huette that the Amended Lease with the Public Building Commission for 115 E. Washington, 201 E. Washington and the Abraham Lincoln Parking Lot 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, Finnegan, Gibson, 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 a Professional Services Contract for the Design of a Fuel Storage and Dispensing System at the Water Department Building Site

Staff is proposing a project to install an above ground fuel storage and dispensing system at the Water Department Building located at 603 West Division Street. The system will store 500 gallons of gasoline and the same volume of diesel fuel. The diesel fuel portion of the system will be interconnected to the diesel generator fuel storage tank to increase the total volume of diesel fuel available for use. This fuel storage and dispensing system will be used primarily for the equipment that stages from the Water Department office, but since it will be connected to the Vehicle Services fuel dispensing and inventory system via fiber optic line, any City vehicle can use the fuel system.

The placement of a fuel dispensing system at a satellite location from the Central Garage serves several purposes. First, it offers redundancy to the City's fueling capabilities. It also increases

the total volume of fuel on hand in the case of an emergency when getting refueling trucks to the City's fueling sites might be difficult. It also provides geographic dispersing of fueling sites so that distances to a fueling site are reduced. If a City work crew were working on the west side of the City, the travel distance to a fueling site is reduced.

This geographic dispersing also increases the overall security of the City, in that if inclement weather were to damage or make inaccessible the Central Garage fueling station, the Water Department satellite fueling station may not be involved in the same weather damage. Lastly, the Water Department site also has auxiliary power capabilities that this fuel dispensing system will tie into. If power to run the fuel dispensing system were lost, the generator at the Division Street site could power the fuel system

Consoer Townsend Envirodyne, Inc. has been selected from a group of engineering firms that were requested to present qualifications for a variety of projects at the beginning of the fiscal year. CTE, Inc. had designed the fuel storage system at Lake Bloomington that was installed about five years ago.

Staff respectfully recommends that this professional service agreement with Consoer Townsend Envirodyne, Inc. be approved in the amount of \$9,600, and that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project are to be paid for with funds from the Water Department/Depreciation Fund, Consultant Services, Account #X50200-70050.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2005, by and between Consoer Townsend Envirodyne Engineers, Inc., 303 E. Wacker Drive, Chicago, Illinois, 60601, hereinafter referred to as ENGINEER" and the City of Bloomington, Illinois hereinafter referred to as "CLIENT".

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ENGINEER shall perform professional engineering Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ENGINEER'S RESPONSIBILITIES

ENGINEER shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of ENGINEER and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ENGINEER as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ENGINEER's failure to meet these standards, ENGINEER shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ENGINEER has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ENGINEER does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ENGINEER makes no other warranties either express or implied and the parties rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.
- (d) ENGINEER shall, for the protection of CLIENT, demand from all vendors and subcontractors from which ENGINEER procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. ENGINEER's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

- (a) Provide all criteria and information as to CLIENT'S requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT'S behalf on all matters concerning the Services.
- (b) Furnish to ENGINEER all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project.

ENGINEER shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

To the full extent permitted by applicable law, ENGINEER agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ENGINEER during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ENGINEER shall maintain standard insurance policies as follows:

(a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ENGINEER's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars (\$ 100,000) each accident;

(b) Commercial General Bodily Injury and Property Damage Liability and Automobile liability insurance including (owned, non-owned, or hired), each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. This policy includes Contractual Liability coverage. ENGINEER agrees to name CLIENT as Additional Insured on this policy, but only to the extent of ENGINEER's negligence under this Agreement and only to the extent of the insurance limits specified herein;

(c) Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate covering ENGINEER against all sums which ENGINEER may become legally obligated to Pay on account of any professional liability arising out of the performance of this Agreement.

The ENGINEER agrees to provide CLIENT with certificates of insurance evidencing the above described coverage prior to the start of Services hereunder and annually thereafter if required. Such certificates of insurance shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty (30) days advance notice to the CLIENT in the event of cancellation, material change, or non-renewal.

VI. COMPENSATION AND TERMS OF PAYMENTS

The fees to be charged for the Services performed hereunder are set forth in Exhibit A.

On or about the first day of each calendar month, the ENGINEER shall submit to CLIENT an invoice supported by one copy each of all payrolls, vendors' invoices, expense reports, and any

other documentation necessary to substantiate the invoiced amount. CLIENT agrees to pay ENGINEER the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ENGINEER written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ENGINEER the undisputed portion of the invoice according to the provisions hereof. Client agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon ten (10) days written notice to ENGINEER. The obligation to provide further Services under this Agreement may be terminated by either party upon ten (10) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In either case, ENGINEER will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Exhibit A.

VIII. OWNERSHIP OF DOCUMENTS

1. Sealed original drawings, specifications, final project specific calculations and other instruments of service which CTE prepares and delivers to Client pursuant to this Agreement shall become the property of Client when CTE has been compensated for Services rendered. Client shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at Client's sole risk without liability or legal exposure to CTE and Client agrees to release, defend and hold CTE harmless from and against all claims or suits asserted against CTE in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CTE. Nothing contained in this paragraph shall be construed as limiting or depriving CTE of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
2. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and Consultant makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ENGINEER be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery,

construction equipment and tools used and employed by contractors and subcontractors on Company's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ENGINEER be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

(b) In order that ENGINEER may be fully protected against such third party claims, CLIENT agrees to obtain and maintain for the benefit of ENGINEER the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ENGINEER as an additional named insured.

X. INDEPENDENT CONTRACTOR

ENGINEER shall be an independent contractor with respect to the Services to be performed hereunder. Neither ENGINEER nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Client. "Preexisting contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CTE. Client agrees to release, defend, indemnify and hold CTE harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CTE's sole negligence or willful misconduct.

Client shall, at Client's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. Client shall be solely responsible for obtaining a disposal site for such material. Client shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CTE shall not have or exert any control over Client in Client's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any preexisting contamination. Client shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that CTE executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, CTE shall be and be deemed to have acted as Client's agent.

For CTE's Services requiring drilling, boring, excavation or soils sampling, Client shall approve selection of the contractors to perform such services, all site locations, and provide CTE with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Illinois.

(c) ENGINEER may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. Notwithstanding the above, ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such Services and CLIENT shall look solely to ENGINEER as if the Services were performed by ENGINEER.

(d) In no event shall either party be liable to the other for indirect or consequential damages whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and ENGINEER and does not create any third party beneficiaries to the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

CLIENT:CITY OF BLOOMINGTON

CONSOER TOWNSEND
ENVIRODYNE ENGINEERS, INC.

By: Stephen F. Stockton
Mayor

By: Michael H. Winegard
Vice President

November 30, 2005

November 23, 2005

WITNESSED BY:

ATTESTED BY:

Tracey Covert
City Clerk

Michael R. Calloway
Secretary

Motion by Alderman Finnegan, seconded by Alderman Huette that the Agreement with Consoer Townsend Environdyne, Inc. for the Design of a Fuel Storage and Dispensing System at the Water Department be approved in the amount of \$9,600 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of 302 Tanner Street

There are four parcels of property on the south side of Tanner Street lying between the Miller Park lagoon and Forest Park. This property is currently owned by three different individuals. Staff has believed for some time that it would be advantageous for the City to acquire this land and has been watching for opportunities to purchase it. The acquisition of this property has obvious benefits for the park, however some of it will be needed for making road improvements. This section of Tanner Street is an old rural section and does not have curb and gutter. It will eventually need to be improved and it would be necessary that the City acquire some right of way from to make those improvements. Additionally, Morris Avenue will be improved in the near future and will require land at the corner of Morris and Tanner to reconstruct the intersection without disturbing the dam for the Miller Park lagoon.

The City now has an opportunity to purchase one of these properties. Laura Coyle, owner of 302 Tanner Street, located at the corner of Tanner and Lake Street, contacted staff after attending a public meeting on proposals for rerouting the Springfield Road traffic and indicated that she was prepared to sell all of her property to the City. Ms. Coyle has a long, narrow lot and the City would not necessarily need all of property to improve Tanner Street. However, because her house is very close to the road, the City will most likely need to acquire it in order to upgrade Tanner Street in its current alignment. The City would definitely need all of the property if any changes need to be made to Tanner Street.

The property was appraised and is valued at \$85,000. Ms. Coyle has found a house she is interested in purchasing and made an offer contingent upon the City's purchase of her property. That house she has made an offer for has an asking price of \$96,500 and she needs that much from the sale of her house to complete the transaction. The City does not often purchase homes,

however, when it has done so in the past, the owner has been paid relocation benefits. Relocation benefits are a payment made in addition to the purchase price to cover the difference between the price paid for the property being acquired and the cost of buying a comparable replacement dwelling. Additionally, it also covers moving expenses.

Staff believes it is in the best interest of the City to purchase Ms. Coyle's property at this time and respectfully recommends that Council approve the payment of \$85,000 for the property and an additional payment up to a maximum amount of \$12,500 in relocation benefits.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

Seller: Laura Coyle

Buyer: City of Bloomington

Address: 302 Tanner Street

Address: 109 E. Olive Street

City/State/Zip: Bloomington, IL 61701

City/State/Zip: Bloomington, IL 61701

CONTRACT FOR REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between Laura Coyle, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

1. DESCRIPTION, PRICE and PAYMENT: Seller sells the following described real estate, to wit:

One half acre even width off of the East side of Lot 6 of the Subdivision of the Southwest Quarter of Section 8, Township 23 North, Range 2 East of the Third Principal Meridian, EXCEPT, the North 25 feet thereof, also EXCEPT the South 19 feet of the North 39 feet thereof, in McLean County, Illinois.

With improvements, commonly known as 302 Tanner Street located thereon, to Buyer, who agrees to pay \$85,000.00 therefore ~~in the amount following: \$ (inclusive of earnest money) upon the execution of this Contract:~~

~~A. To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 8:~~

~~B. To be held in escrow until closing;~~

~~C. To be delivered to Seller, receipt of which is hereby acknowledged;~~

~~And the remainder by cashier's check, certified funds or the equivalent on or before the 31st day of May, 2006, and on receipt of deed.~~

1. EVIDENCE OF TITLE: ~~Not less than 14 days prior to closing, Seller will furnish Buyer with~~ *Buyer shall obtain* written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. ~~Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.~~

2. DEED AND POSSESSION: Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), ~~and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 31st day of May, 2006. Seller may remain in possession of the property for 90 days following closing. Seller shall keep all property remaining on the premises insured and shall keep liability insurance in effect as long as Seller remains in possession of the property. Buyer shall have no responsibility for any of Seller's property remaining on the premises after closing. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.~~

3. INSURANCE: This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

4. TAXES: Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. ~~Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, the Seller shall pay Buyer, or Buyer shall pay Seller; the appropriate adjustment within 15 days from receipt of the re-proration computation (or the receipt of the actual real estate tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.~~

5. ENCUMBRANCES:

- A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
- B. Easements and building or use restriction of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

6. PERSONAL PROPERTY: (Deleted)

7. FINANCING: (Deleted)

8. TERMITE PROVISION: (Deleted)

9. EQUIPMENT & INSPECTIONS:

A. EQUIPMENT: (Deleted)

B. INITIAL INSPECTIONS: (Deleted)

C. RADON TESTING: (Deleted)

D. WELL/SEPTIC TESTING: (Deleted)

E. TOXIC OR HAZARDOUS WASTE: Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protections Agency or the Illinois Environmental Pollution Control Board or any other government entity with regard to a toxic or hazardous waste problem with the property.

F. FINAL INSPECTION: (Deleted)

10. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)

11. SELLER'S WARRANTIES:

Seller hereby provides the following warranties:

A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

~~B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and~~

~~mechanical systems built into the premises are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;~~

~~C. Additional Warranties:~~

12. ADDITIONAL PROVISIONS:

A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

B. Words importing masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);

E. Time is of the essence of this Contract;

F. Buyer will pay Seller a maximum amount of \$12,500.00 in addition to the purchase price stated herein to reimburse seller for the cost of moving to and acquiring a replacement dwelling.

13. ESCROWEE: (Deleted)

14. NOTICES, ETC.: Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

15. PREPARATION AND APPROVAL: This Contract was prepared by Hannah Eisner, Buyer's attorney, and approved by _____, _____ attorney.

16. SETTLEMENT: Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.

17. SELLER'S DISCLOSURE: The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.) ~~Buyer acknowledges receipt of a completed Residential Real Property Disclosure Report prior to the time the Contract was signed and said report is incorporated herein by reference.~~

- 18. ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.
- 19. LIQUIDATION DAMAGES:** If Buyer defaults, Seller may elect (a) to retain the downpayment (including earnest money) as full compensation for all loss (in which event the earnest money will be treated as liquidated damages), or (b) to pursue any available remedy.
- 20. ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.
- 21. FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 2, 5 and 18.

THIS IS INTENDED TO BE A LEGAL DOCUMENT, AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

BUYER

Laura Coyle
November 21, 2005

Stephen F. Stockton
November 28, 2005

ATTEST

Tracey Covert
November 28, 2005

Motion by Alderman Finnegan, seconded by Alderman Huette that the Contract for Purchase of 302 Tanner Street from Laura Coyle in the amount of \$85,000, and additional payment of an amount not to exceed \$12,500 for relocation benefits 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, Finnegan, Gibson, 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 Retain Farnsworth Group Inc. to Provide Professional Services for the Phase I Design of Constitution Trail Extension from East Grove Street to East Hamilton Road

Staff has negotiated a proposed contract with Farnsworth Group Inc. to provide professional services associated with the Phase I Design of Constitution Trail, including a Project Development Report, Surveying and Preliminary Bridge Design. Staff has reviewed the proposal from Farnsworth Group Inc. to provide Phase I professional services on a time and material basis for a total fee not to exceed \$189,500 and finds it acceptable. The 2005-2006 Capital Improvement Budget includes \$60,000 in Capital Improvement Funds for this work.

As all items are in order, staff recommends that Council approve a contract with Farnsworth Group Inc. to provide Phase I professional services as per their proposal for a total fee not to exceed \$189,500 with payment to be made with Capital Improvement Funds (X40100-70050) for the subject work, and further that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Huette that the Contract with Farnsworth Group, Inc. for the Phase I Design of Constitution Trail Extension from East Grove Street to East Hamilton Road be approved in an amount not to exceed \$189,500, 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, Finnegan, Gibson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Revising Chapter 29, Traffic Code

On a periodic basis, the Engineering staff reviews the traffic control devices and parking regulations for city streets. The attached Ordinance makes various changes in Chapter 29 which permits the City to post signs making various changes in the traffic and parking regulations on City streets. Staff respectfully requests that the Text Amendment be approved and the Ordinance passed.

Respectfully,

J. Todd Greenburg
Corporation Counsel

Doug Grovesteen
Director of Engineering

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 111

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

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

SECTION 1. Bloomington City Code Chapter 29, Section 41 shall be and the same is hereby amended by adding the following:

- (3) East-west alley on the north side of Bent School one way eastbound

SECTION 2. Bloomington City Code Chapter 29, Section 87, under the heading Class II Truck Route shall be and the same is hereby amended by adding the following:

Bloomington Heights Road - Market to Washington
Chestnut - Morris to Roundhouse

SECTION 3. Bloomington City Code Chapter 29, Section 133 shall be and the same is hereby amended by deleting the following:

Washington from Mercer to Veterans Parkway 6 tons

SECTION 4. Bloomington City Code Chapter 29, Section 142, under the heading Streets shall be and the same is hereby amended by adding the following:

Alley north of Bent School - eastbound - Lee to Roosevelt

SECTION 5. Bloomington City Code Chapter 29, Section 143, shall be and the same is hereby amended by adding the following:

Gailey, Stevenson to Radbourne
Greenwood, Morris to south corporate limits
Springfield, Fox Creek to Morris
Stone Mountain, College to Hubbard

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

Airport - Clearwater
Hershey - Heartland
Hershey - Washington
Veterans - Hamilton

SECTION 7. Bloomington City Code Chapter 29, Section 144, shall be and the same is hereby amended by deleting the following:

Veterans - Cabintown Crossover

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

Hershey - Washington

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

Cabintown Crossover (westbound) – Greenwood

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

Springfield Stops for Fox Creek

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

Addison Stops for Fort Jesse
 Baywood Stops for Woodbine
 Beyer Stops for Hinshaw
 Cabintown Stops for ~~Beich~~ Fox Creek
 Cumbria Stops for Old Farm
 Derby (East) Stops for Baywood
 Derby (West) Stops for Baywood
 Fedor (East) Stops for Six Points
 Fedor (West) Stops for Six Points
 Fountain Lake Stops for Old Farm
 Glenbridge Stops for Ireland Grove
 Glasson Stops for Ireland Grove
 Greenwood Stops for Hamilton
 Greenwood (Southbound) Stops for Heidlott
 Harvest Stops for Old Farm
 Hayloft Stops for Old Farm
 Heidloff Stops for Greenwood
 Longwood Stops for Woodbine
 Longwood Stops for Armstrong
 Prenzler Stops for Eddy
 Stephanie Stops for Longwood
 Swan Lake Stops for Old Farm
 Teal Stops for Old Farm
 Tullamore Stops for Ireland Grove
 Weathervane Stops for Old Farm
 Windmill Stops for Old Farm

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

Heartland Stops for Hershey

SECTION 13. Bloomington City Code Chapter 29, Section 145(e) shall be and the same is hereby amended by deleting the following:

Baywood Yields for Woodbine
Cumbria Yields for Old Farm
Fountain Lake Yields for Old Farm
Harvest Yields for Old Farm
Longwood Yields for Woodbine
Prenzler Yields for Eddy
Swan Lake Yields for Old Farm
Weathervane (eastbound) Yields for Old Farm
Windmill Yields for Old Farm

SECTION 14. Bloomington City Code Chapter 29, Section 145(g) shall be and the same is hereby amended by adding the following:

Gas Station Dr. Stops for Maysel
Reeveston Stops for Maple Hill

SECTION 15. Bloomington City Code Chapter 29, Section 147(a), under the heading 15 Minute Time Limit: At All Times - Sunday through Saturday shall be and the same is hereby amended by adding the following:

Jackson on the north side from 20' to 50' east of Oak

SECTION 16. Bloomington City Code Chapter 29, Section 147(a), under the heading 8:00 a.m. - 1:00 p.m. Monday - Friday shall be and the same is hereby amended by adding the following:

Lee on the east side from 30' to 120' south of the south line of Washington

SECTION 17. Bloomington City Code Chapter 29, Section 147(a), under the heading 8:00 a.m. - 5:00 p.m. Monday - Friday shall be and the same is hereby amended by adding the following:

Washington on the south side from 35' to 95' east of the east line of Lee

SECTION 18. Bloomington City Code Chapter 29, Section 149 shall be and the same is hereby amended by adding and correcting the following:

Alley (east-west) on both sides from 400 S. Madison to the east end
Alley (east-west) on both sides by Olive, Erickson, Illinois and Euclid
Bell on the south side from Indianapolis to ~~Hannah~~ Maple

Cabintown on both sides to and including the cul-de-sac exception on the west side
 from the cul-de-sac to a point 400' south
 Clearwater on both sides from Kim to Airport
 Cornelius on both sides from Lockenvitz to Ekstam
 Fox Creek on both sides from ~~Denbury~~ to Oakland to Veterans Parkway
 Hamilton on both sides from ~~Main east to Dead End~~ Morris to Bunn
 Hamilton on both sides from Veterans to East End
 Heartland on ~~the north~~ both sides from Hershey to the ~~west~~ east end, including cul-de-sac
 Hershey on both sides from ~~Washington to Empire~~ to Yorktown
 Maloney on both sides from Prospect to Williamsburg
 Old Jamestown on both sides from Airport to Auburn
 Springfield on both sides from Morris to Fox Creek

SECTION 19. Bloomington City Code Chapter 29, Section 149 shall be and the same is hereby amended by deleting the following:

Cabintown on both sides from Beich to Denbury
 Cabintown on both sides from U.S. 66 Service Road to 120' west and from 304' west
 of the service road to 556' west of the service road and from 750' west of U.S. 66 Service
 Road to northbound leg of Cabintown

SECTION 20. Bloomington City Code Chapter 29, Section 150, under the heading 6:00 p.m. - 8:00 a.m. shall be and the same is hereby amended by adding the following:

Parking Lot on southeast corner of Hinshaw at Market

SECTION 21. Bloomington City Code Chapter 29, Section 150, under the heading 10:00 p.m. - 6:00 a.m. shall be and the same is hereby amended by adding the following:

Currency on both sides from Commerce to southwest end
 Finance on both sides from Currency to south end

SECTION 22. Bloomington City Code Chapter 29, Section 151, under the heading 7:00 a.m. - 9:00 a.m. - 4:00 p.m. to 6:00 p.m. shall be and the same is hereby amended by deleting the following:

Maple on the west side from Oakland to Bell (includes Saturdays)

SECTION 23. Bloomington City Code Chapter 29, Section 152, under the heading 7:00 a.m. - 6:00 p.m. shall be and the same is hereby amended by correcting the following:

Hershey on the east side from Oakland to ~~Washington~~ Yorktown

SECTION 24. Bloomington City Code Chapter 29, Section 153(a) shall be and the same is hereby amended by adding the following:

Barker on the west side in front of 1211 S. Barker
Grove on the south side in front of 906 W. Grove
Mason in the cul-de-sac at south end south of Division

SECTION 25. Bloomington City Code Chapter 29, Section 156.5 shall be and the same is hereby amended by adding and correcting the following:

Beich, ~~Beich~~ Fox Creek to south corporate limits - 45 m.p.h.
Fox Creek, ~~Danbury~~ Veterans to Oakland - 45 m.p.h.
Greenwood, Morris to Hamilton - 35 m.p.h.
Hamilton, Veterans to east end - 45 m.p.h.
Springfield, Morris to ~~southwest corporate limits~~ Fox Creek - 35 m.p.h.

SECTION 26. Bloomington City Code Chapter 29, Section 156.5 shall be and the same is hereby amended by deleting the following:

Beich, Springfield to Beich - 40 m.p.h.

SECTION 27. Bloomington City Code Chapter 29, Section 192.1(a) shall be and the same is hereby amended by adding the following:

Parking Lot on southeast corner of Hinshaw at Market between 6:00 p.m. to 8:00 a.m.
Mason, in the cul-de-sac south of Division

SECTION 28. Bloomington City Code Chapter 29, shall be and the same is hereby amended by removing the existing Exhibit B and replacing it with Exhibit B attached hereto.

SECTION 29. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 30. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 31. 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 32. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

(EXHIBIT B ON FILE IN CLERK'S OFFICE)

Motion by Alderman Finnegan, seconded by Alderman Huette 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, Finnegan, Gibson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Amending Chapter 45, Section 900.17

Staff has experienced problems collecting fees from property owners in the Rental Inspection Program. Staff believes that if the fees owed to the City were attached to the annual registration, the fees would be more easily collected. Staff further believes, this Text Amendment would be more efficient than filing a small claims action in court, although this action would still be available, if necessary.

At the request of the Council, Aldermen Schmidt and Purcell, approximately 8-10 members of the Central Illinois Landlords Association, and staff met on November 3, 2005 to discuss this proposed Ordinance change. The end result of this meeting was to leave the proposed wording of this portion of the Ordinance unchanged.

Staff respectfully recommends that the Text Amendment be approved and the Ordinance passed.

Respectfully,

Mark R. Huber
Director of P.A.C.E.

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 113

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 45

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

SECTION 1. That Bloomington City Code Chapter 45, Section 900.17, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) The City shall assess the following fees for registration and inspections required by this section:

1. Registration: \$25.00 per multi-unit building with more than 2 units; \$10.00 for single-family and duplex.
2. Late Registration: \$100.00 per building.
3. Inspection fee: \$7.50 per dwelling unit in each building.
4. Missed inspection fee: \$50.00
5. Second re-inspection appointment fee: \$50.00 per building.
6. Willfully providing false information on the registration statement: \$250.00.

(b) Any fees due and owing shall be added to the yearly registration fee and must be paid in fully at the time of registration. In addition to all fees owed a penalty of \$100.00 may be assessed for late payment of fees. Failure to pay fees may result in a revocation of the building's Certificate of Inspection.

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

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

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

SECTION 5. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette 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, Finnegan, Gibson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ordinance Amending "An Ordinance Describing and Designating an Area Located Partially Within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone" to Provide for an Extension of the Enterprise Zone Duration

The Bloomington, Normal, McLean County Enterprise Zone was created in December, 1984 by action of all three units of local government. The Enterprise Zone was initially created to accommodate the development of an automobile manufacturing facility called Diamond Star Motors. Diamond Star was later purchased by Mitsubishi and was renamed Mitsubishi Motor Manufacturing of North America.

The duration of the Enterprise Zone was lengthened by action of the three governing bodies on two occasions in the past, October, 1985 and December, 1998. The Enterprise Zone is currently set to expire on December 31, 2005. Additionally, the Enterprise Zone no longer provides any local tax incentives.

Horizon Wind Energy Company, LLC (formerly Zilkha Energy) a Texas based energy generation company, has recently received approval from the McLean County Board of Directors for the construction of a large wind energy farm in eastern McLean County. When completed, this wind energy farm is expected to be the largest monolithic wind farm in the United States with a generating capacity of up to 530 megawatts (MW).

The project will occupy approximately 22,000 acres and will be constructed in two phases beginning in the Spring of 2006 and ending in December of 2007. The proposed wind farm is expected to cost in the range of \$650 to \$800 million to construct approximately 270 wind generating turbines. During the construction phase of the project, Horizon estimates the creation of approximately 100 Full Time Employment, (FTE) jobs. Once construction is completed, there will be 30 to 45 FTE jobs required to operate and maintain the facility.

In addition to the job creation, the benefits to McLean County and the State of Illinois for this project are as follows:

- Increased availability of clean/green power for industrial and residential development;
- Benefit of local spending on businesses such as restaurants and hotels by out of area workers;
- Increased viability of farms in the area through supplemental lease income to landowner (estimated at approximately \$1.2 million per year);
- Significant anticipated annual property tax payments to McLean County and other taxing jurisdictions;
- Building permit fees (additional revenue to McLean County);
- Sales and use tax revenue from non-exempt purchases;
- Increased ability for Illinois to meet proposed Renewable Energy Portfolio Standard requiring utilities to purchase 8% of their power from renewable sources by the year 2012.

To enhance the financial viability of this project, Horizon has requested that the existing Bloomington, Normal, McLean County Enterprise Zone be expanded to the project area thus making various state tax exemptions and Enterprise Zone benefits available to this project. As a reminder, the existing Enterprise Zone no longer offers any local property tax abatement or local financial incentives. All of the incentives are provided by the State of Illinois.

Horizon Wind Energy has petitioned Bloomington, Normal, and Marty Vanags, McLean County Enterprise Zone Administrator, of the Economic Development Council, to expand the boundaries of the existing Enterprise Zone to include their project area and to extend the current duration of the Enterprise Zone by an additional ten years to December 31, 2015.

The current Enterprise Zone encompasses 4.6 square miles. State statute limits the maximum size of an Enterprise Zone to 13 square miles. With the expansion as proposed to include the Horizon Wind Farm, the Enterprise Zone would encompass 12.8 square miles; therefore, it would still fall below the statutory size maximum. Mr. Vanags has involved the City Managers of Bloomington and Normal along with the County Administrator in the review of Horizon's Enterprise Zone expansion and extension application. He has also involved Mr. Tom Henderson of the Department of Commerce and Economic Opportunity, (DCEO) who is the State Coordinator for the Illinois Enterprise Zone Program.

The State statute permits only one Enterprise Zone per county. Therefore, in order to extend Enterprise Zone benefits to the Horizon project, it would require the extension of the boundary of the existing Enterprise Zone from the west side of Bloomington/Normal to the eastern portion of McLean County. This can be done via a three foot strip running along the public right-of-way of

Route 9 from the west side of Bloomington Normal to Dawson Township in eastern McLean County.

According to Mr. Henderson of DCEO, this type of Enterprise Zone “gerrymandering” is very common in Illinois and is permitted under State statute. In fact, DCEO encourages this type of creative boundary modification in order to encourage job creating economic development within the State’s various Enterprise Zones. Therefore, the Farnsworth Group was engaged to prepare legal descriptions reflecting this modification in the boundary lines of the existing Enterprise Zone to include the areas in eastern McLean County to accommodate the wind farm project.

Horizon Wind Energy has also requested that the duration of the local Enterprise Zone be extended from December 31, 2005 to December 31, 2015. This extension is permitted by State statute. Council should be aware however, that unless State law is changed, the Enterprise Zone cannot be extended beyond the year 2015. This extension will apply to both the existing Enterprise Zone on the west side of Bloomington/Normal as well as to the expanded Enterprise Zone boundary in eastern McLean County.

In addition to the boundary expansion and duration extension, staff also proposes a change in the Enterprise Zone that will require all future developers within the Zone to pay a fee equal to 1% of the value of the proposed Enterprise Zone improvement. The proceeds of this fee will be retained by the Economic Development Council of the Bloomington/Normal Area to offset the costs associated with administering the Enterprise Zone, as well as for use in promoting Bloomington, Normal and McLean County for economic development purposes.

As part of this package of Ordinances, staff requests that Council approve an Ordinance to create this fee which will have a maximum cap of \$250,000. Given the anticipated investment to be made by Horizon on the wind farm, they will be required to pay the maximum of \$250,000. This proposal has been discussed with Horizon and they have indicated no objection. Council should keep in mind that Horizon is expected to receive benefits through the Enterprise Zone totaling as much as \$25 million. Therefore, the benefits of development within an Enterprise Zone will far outweigh the amount of the fee.

Staff respectfully requests that Council approve these Ordinances.

Respectfully,

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 114

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

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

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

WHEREAS, the City of Bloomington did on October 28, 1985, by Ordinance No. 1985-103, amend Ordinance No. 1985-10 by lengthening the duration of the Enterprise Zone and providing certain tax abatements therein; and

WHEREAS, the City of Bloomington did on May 27, 1986, by Ordinance No. 1986-56 amend Ordinance No. 1985-103 by amending the territory included in the Enterprise Zone; and

WHEREAS, the City of Bloomington did on December 14, 1998, by Ordinance No. 1998-118 amend Ordinance No. 1986-56 by extending the duration of the Enterprise Zone to December 31, 2005, and remove local tax incentives in the Enterprise zone post December 31, 1998; and

WHEREAS, the City now desires to extend the duration of the Enterprise Zone to December 31, 2015; and

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

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

SECTION ONE: That Section Three of Ordinance No. 1984-131, as amended, is hereby further amended to read as follows:

SECTION THREE: Duration. The duration of the zone shall be for a period extending not later than December 31, 2015.

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

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

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

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

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

PASSED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

November 14, 2005

1123

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: An Ordinance Amending “An Ordinance Describing and Designating an Area Located Partially Within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone” to Expand the Boundaries of the Current Enterprise Zone

This Ordinance amends the current boundaries of the Bloomington, Normal, McLean County Enterprise Zone to accommodate the proposed Wind Farm Project in eastern McLean County. By Council approving the Ordinance to extend the duration of the Enterprise Zone to December 31, 2015, it would be appropriate for Council to pass this Ordinance amending the Enterprise Zone boundaries.

Respectfully,

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 115**AN ORDINANCE AMENDING "AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE"**

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

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

WHEREAS, the City of Bloomington did on October 28, 1985, by Ordinance No. 1985-103, amend Ordinance No. 1985-10 by lengthening the duration of the Enterprise Zone and providing certain tax abatements therein; and

WHEREAS, the City of Bloomington did on May 27, 1986, by Ordinance No. 1986-56 amend Ordinance No. 1985-103 by amending the territory included in the Enterprise Zone; and

WHEREAS, the City of Bloomington did on December 14, 1998, by Ordinance No. 1998-118 amend Ordinance No. 1986-56 by extending the duration of the Enterprise Zone to December 31, 2005, and remove local tax incentives in the Enterprise zone post December 31, 1998; and

WHEREAS, the City now desires to amend the proposed description of the Enterprise Zone; and

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

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

SECTION ONE: That Appendix "A", which is attached to Ordinance No. 1984-131 and incorporated by reference in Section One of said ordinance and amended by Ordinance No. 1986-56, shall be and the same, is hereby further amended to read as set forth in the Second Amended Appendix "A", a copy of which is attached hereto, marked Second Amended Appendix "A", and incorporated herein by reference.

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

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

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

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

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

PASSED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Second Amended Appendix A

Legal Description on file in the Office of the City Clerk and attached hereto by reference. Such description may be amended to correct scrivener errors and in order to accurately reflect field survey data.

Motion by Alderman Finnegan, seconded by Alderman Huette that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ordinance Amending “An Ordinance Describing and Designating an Area Located Partially Within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone” to Adopt an Enterprise Zone Certification Fee

This Ordinance would authorize the collection of a 1% Enterprise Zone Certification Fee from any applicant for new construction and/or renovation within the Enterprise Zone. The certification fee shall be equal to 1% of the total estimated value of the improvement with a maximum fee of \$250,000 per project.

As proposed, this fee will be retained by the Economic Development Council for the Bloomington/Normal area to offset costs associated with administering the Enterprise Zone and to be used for the promotion of Bloomington, Normal and McLean County for economic development purposes. Upon Council approval of the Ordinances to amend the current boundaries, and duration, it would be appropriate for Council to pass this Ordinance to establish an Enterprise Zone fee.

Respectfully,

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 116

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

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

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

WHEREAS, the City of Bloomington did on October 28, 1985, by Ordinance No. 1985-103, amend Ordinance No. 1985-10 by lengthening the duration of the Enterprise Zone and providing certain tax abatements therein; and

WHEREAS, the City of Bloomington did on May 27, 1986, by Ordinance No. 1986-56 amend Ordinance No. 1985-103 by amending the territory included in the Enterprise Zone; and

WHEREAS, the City of Bloomington did on December 14, 1998, by Ordinance No. 1998-118 amend Ordinance No. 1986-56 by extending the duration of the Enterprise Zone to December 31, 2005, and remove local tax incentives in the Enterprise zone post December 31, 1998; and

WHEREAS, the City now desires to impose a certification fee for development within the Enterprise Zone; and

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

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

SECTION ONE: That Ordinance No. 1984-131 as previously amended be and the same is hereby further amended to add the following language:

1. The Enterprise Zone Administrator is hereby authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise Zone in order to be certified as eligible for Enterprise Zone benefits.

Such certification fee shall (unless other arrangements are made with the Zone Administrator) accompany Enterprise Zone application forms as developed by the administrator and shall be 1 per cent of construction and/or renovation costs determined

at the time of certification of the project by the Enterprise Zone Administrator, provided, however, no fee shall exceed \$250,000.

2. That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100 per cent to the Economic Development Council of the Bloomington-Normal Area.

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

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

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

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

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

PASSED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Finnegan, seconded by Alderman Huette that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ordinance Authorizing Execution of an Amended Intergovernmental Agreement with the Town of Normal and the County of McLean Pertaining to the Enterprise Zone

This Ordinance would authorize an amended Intergovernmental Agreement between Bloomington, Normal and McLean County pertaining to the collection of an Enterprise Zone certification fee. Upon approval of the Ordinances amending the current boundaries, and duration of the Enterprise Zone to December 31, 2015, it would be appropriate for Council to pass this Ordinance.

Respectfully,

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 117**AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDED
INTERGOVERNMENTAL AGREEMENT – ENTERPRISE ZONE**

WHEREAS, the Town of Normal, the City of Bloomington and County of McLean created an Enterprise Zone which lies partially within each jurisdiction; and

WHEREAS, the parties entered into an Intergovernmental Agreement for the organization, designation and operation of said Zone pursuant to the provisions of the Enterprise Zone Act of the State of Illinois; and

WHEREAS, the parties desire to amend said Intergovernmental Agreement in order to add a certification fee; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution 1970 authorizes the execution of intergovernmental agreements among and between units of local government.

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

SECTION ONE: That the Mayor is hereby authorized to execute for and on behalf of the City of Bloomington an amendment to the Intergovernmental Agreement approved by Ordinance No. 1984-131. A copy of said Amendment is marked Exhibit A and incorporated herein by reference.

SECTION TWO: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Amendment to Intergovernmental Agreement.

PASSED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Amendment is entered into by and between the City of Bloomington, a municipal corporation, the Town of Normal, a municipal corporation and the County of McLean, a body politic and incorporate, pursuant to the authority granted under Article VII, Section 10 of the Illinois Constitution and State law.

WHEREAS, the parties entered into an Intergovernmental Agreement in December 1984, for the purpose of creating and operating an Enterprise Zone within the jurisdiction of said parties pursuant to Illinois law; and

WHEREAS, the parties agreed in Section Five of said Intergovernmental Agreement to appoint collectively one administrator to administer the Enterprise Zone; and

WHEREAS, the parties have appointed the Director of the Economic Development Council of the Bloomington-Normal Area as administrator; and

WHEREAS, the parties have received a request from Horizon Wind Energy Company for the amendment of the Bloomington-Normal McLean County Enterprise Zone in order to include the area of their proposed development; and

WHEREAS, the parties will incur considerable time and costs in amending the Enterprise Zone and securing certification from the State of Illinois of such amendment; and

WHEREAS, the parties desire to implement an Enterprise Zone certification fee; and

WHEREAS, such fee is not prohibited by law.

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Enterprise Zone Administrator is hereby authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise Zone in order to be certified as eligible for Enterprise Zone benefits. Such certification fee shall (unless other arrangements are made with the Zone Administrator) accompany Enterprise Zone application forms as developed by the administrator and shall be 1 per cent of construction and/or renovation costs determined at the time of certification of the project by the Enterprise Zone Administrator, provided, however, no fee shall exceed \$250,000.

2. That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100 per cent to the Economic Development Council of the Bloomington-Normal Area.

3. That the original Intergovernmental Agreement executed between the parties for designation and operation of the Enterprise Zone shall remain in full force and effect, as

amended, by this Agreement. A copy of said original Intergovernmental Agreement is marked Exhibit "1", attached hereto and incorporated herein by reference.

City of Bloomington
a Municipal Corporation

Town of Normal
a Municipal Corporation

By: Stephen F. Stockton
Mayor

By: Christopher Koos
Mayor

Attest:

Attest:

Tracey Covert
City Clerk

Wendellyn J. Briggs
City Clerk

Date: November 15, 2005

Date: November 14, 2005

County of McLean
a Body Politic and Corporate

By: Michael Sweeney
County Board Chairman

Attest:

Peggy Ann Milton
County Clerk

Date: November 15, 2005

(EXHIBIT 1 ON FILE IN THE CLERK'S OFFICE)

Alderman Matejka addressed the four (4) previous items. These four (4) items would expand the boundaries from 4.6 to 13 square miles. The fee would be amended to one percent (1%) of the estimated value for the construction and/or renovation. This fee would be collected by the Economic Development Council to offset the cost to administer the Enterprise Zone. The duration of the Enterprise Zone would be extended until December 31, 2015. The boundary expansion would allow for the construction of a wind farm. There would be 270 wind generating turbines. The estimated construction costs was \$650 – 800 million. The project would bring 100 FTE construction jobs and thirty to forty (30 – 40) FTE operating positions. He expressed appreciation to City staff for their efforts

which he described as outstanding. The project would bring good jobs to the community and would also be a good cause.

Tom Hamilton, City Manager, addressed the Council. The Town of Normal had already approved these items. The McLean County Board had these items on their November 15, 2005 meeting agenda.

Motion by Alderman Finnegan, seconded by Alderman Huette that the Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request from A.M.C.I. as Managing Agent for C.J.T.R., LLC for the Reinstatement of the Preliminary Plan for Rail Yard Commerce Center

On July 27, 1998, Council passed Ordinance 1998-74 approving the Preliminary Plan for Rail Yard Commerce Center. The Rail Yard Commerce Center is approximately 60 acres of the former railroad marshaling yards located along the northwest side of the Union Pacific Railroad, south of Seminary Avenue, north of Chestnut Street and east of Morris Ave.

Section 24-3.2.9 of City Code states that unless a final plat is filed, a Preliminary Plan expires in three years. The last final plat within the Rail Yard Commerce Center was also approved by Council on June 27, 1998, therefore the Preliminary Plan has expired. Staff has received a request from A.M.C.I. acting as managing agent for the developer, C.J.T.R., LLC, that the City reinstate the Preliminary Plan. The original Ordinance approving this Preliminary Plan included two waivers of City Code: 1.) Allowing a 37 foot street right-of-way, and 2.) No street lights along Roundhouse Drive in the parkway.

Staff supports the reinstatement and respectfully requests that Council reinstate the Preliminary Plan for the Rail Yard Commerce Center, as of this date for three years as provided by code.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Finnegan, seconded by Alderman Huette that the Preliminary Plan be reinstated.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition of Larry Zeltwanger requesting approval of a Special Use Permit for room addition to a single family dwelling, an existing special use in a B-2 General Business Service District at 908 W. Washington St. (Case SP-07-05)

BACKGROUND INFORMATION:

Adjacent Zoning

north - B-2 General Business Service District
south - R-2 Mixed Residence District
east - B-2 General Business Service District
west - B-2 General Business Service District

Adjacent Land Uses

north - apartments
south - single family dwellings
east - single family dwelling
west - single family dwelling

The petitioner wants to construct a room addition on to the rear side (south side) of this single family dwelling after the back porch has been removed. Since this is an expansion and enlargement of an existing special use, the Zoning Code requires that a new special use permit be applied for by the owner for consideration by the City Council.

Section 7.30 of the Zoning Code cites the following standards and conditions for single family dwellings as a special use:

Dwellings, Single-Family Detached:

- (1) Minimum Fencing/Screening Requirements: Outdoor play or recreation areas shall be enclosed by a fence not less than four (4) feet in height.
- (2) Minimum Lot Size: Six thousand six hundred square feet (6,600) in addition to the lot area required for a business or industrial use.
- (3) Minimum Lot Width: Fifty (50) feet in addition to the lot width required for a business or industrial use.
- (4). Minimum Yard Requirements:
 - (a) Front Yard: Twenty-five (25) feet (or block average of 22 feet)
 - (b) Side Yard: Six (6) feet.
 - (c) Rear Yard: Twenty-five (25) feet.
- (5) Maximum Height: Thirty-five (35) feet or two (2) stories, whichever is lower.
- (6) Additional Requirements: Two (2) parking spaces; per dwelling unit. (Ordinance No. 1988-124)

The petitioner requested a variance of the two space parking requirement and a variance of the minimum front yard requirements that were approved by the Board of Zoning Appeals on October 19, 2005. The average front yard building setback for the lots on the south side of the 900 block of West Washington Street is 22 feet, and the current front yard setback for the subject property is 17 ' 2'. There is one parking space on the subject property.

BOARD OF ZONING APPEALS PUBLIC HEARING:

The Board of Zoning Appeals held a public hearing on this petition on October 19, 2005 and recommends the same. Mr. Larry Zeltwanger, 908 West Washington St. was present to speak in favor of this petition at this hearing. He testified that this room addition will allow for the installation of a water therapy whirlpool for his nephew who was severely injured recently in an automobile accident and who will be receiving caregiver services at the property in question during the day on a daily basis.

No testimony was presented in opposition to this petition at this hearing. Notice of this public hearing were mailed to the owners of 24 properties in the vicinity of the property in question.

BOARD OF ZONING APPEALS' RECOMMENDATION:

After having given due consideration to this petition and the testimony presented at this hearing, the Board of Zoning Appeals passed a motion by a vote of 7 to 0 recommending Council approval of this petition in Case SP-07-05 for the addition to the home in question at 908 W. Washington St. The Board of Zoning Appeals based this recommendation on its conclusion that the petitioner does meet the following standards as applicable by Chapter 44, Section 7.30 (d), (2) in finding of facts:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
2. That special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;
4. That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
6. That the special use shall, in all other respects, conform to the applicable regulations of the district in which is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

STAFF RECOMMENDATION:

Staff concurs with the Board of Zoning Appeals and recommends City Council approval of this petition in Case SP-07-05 for the addition to the home in question at 908 W. Washington St.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED
AT 908 W. WASHINGTON**

State of Illinois)
)ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois

Now comes Larry Zeltwanger hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, leasee, or another person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of B2 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 7,30 (K) of said City Code Single Family Dwellings are allowed as a Special Use in a B2 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the B2 zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the B2 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner respectfully prays that said special use for said premises are approved.

Respectfully submitted,

Larry Zeltwanger

ORDINANCE NO. 2005 - 118

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SINGLE FAMILY DWELLING FOR PROPERTY LOCATED AT 908 W. WASHINGTON

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a special use permit for a Single Family dwelling for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such special use permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Sections 7.30(E) and 7.30(K) of the Bloomington, City Code, 1960; and

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the special use permit for a single family dwelling on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Lot 4 in Block 6 of Tolliver's Addition in the City of Bloomington, McLean County, Illinois.
PIN #21 - 05 - 430 - 007

Motion by Alderman Finnegan, seconded by Alderman Huette that the Special Use Permit 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, Finnegan, Gibson, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Liquor Commission

Subject: Request of Mac's Convenience Stores, LLC, d/b/a Circle K #1210, located at 1210 W. Market St., currently holding a GPBS liquor license, which will allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week and requesting that the license conditions be lifted, 1.) no sale of packaged beer in volume of 40 oz. or less and 2.) packaged alcohol be allowed in groups of six or more

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the request of Mac's Convenience Stores, LLC, d/b/a Circle K #1210, located at 1210 W. Market St., currently holding a GPBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week and requesting that the license conditions be lifted, 1.) no sale of packaged beer in volume of 40 oz. or less and 2.) packaged alcohol be allowed in groups of six or more. Present at the hearing were Liquor Commissioners Stephen Stockton, Richard Buchanan, Marabeth Clapp, Steve Petersen and Mark Gibson; Hannah Eisner, Deputy Corporation Counsel, Lt. Tim Stanesa, Police Department, and Tracey Covert, City Clerk; Rick Cagle, Regional Manager and License holder representative, and Dimitrius Christopoulos, License holder's attorney.

The Liquor Commission reviewed the letter submitted by Dimitrius Christopoulos, License holder's attorney.

Commissioner Stockton requested that the License holder explain this request. Commissioner Buchanan requested clarification. He recalled the Commission recommending these conditions be placed upon the store (Store #1211, 513 S. Clinton) located at the intersection of Oakland and Clinton, (northwest corner). Hannah Eisner, Deputy Corporation Counsel, responded affirmatively. Commissioner Stockton noted that these conditions were placed upon the Store #1211 located at 513 S. Clinton based upon the neighborhood concerns which cited that people were gathering to drink there. He added that the Commission recommended single sale

restrictions. Ms. Eisner responded negatively. These two (2) conditions were imposed by the Council. Commissioner Buchanan recalled the neighbors citing the proximity of the Home Sweet Home Mission. He did not recall complaints for this store. Commissioner Gibson recalled that there were issues. Ms. Eisner noted that the Commission's conditions addressed lighting and fencing. The Commission's minutes, dated September 9, 2003, were available. There was a belief that additional lighting would address the congregating issue. The request before the Commission at this hearing was to remove the conditions placed upon the Market St. (#1210) store.

Commissioner Gibson questioned the store's location along Market St. Commissioner Petersen questioned that if there were no significant neighborhood concerns and the Commission placed no conditions upon the license, then how did the Market St. (#1210) store end up with conditions upon the license. Commissioner Gibson recalled the issues surrounding the revocation of Red Fox's liquor license. Ms. Eisner added that there was the discomfort on the Council with the combination of gasoline and alcohol sales. She noted that the Council's make up had changed.

Commissioner Gibson expressed his confusion. The conditions addressed the sale of single serve and/or spirits ("A" all types of alcohol).

Mr. Christopoulos expressed Mac's willingness to work with the community. However, Circle K needed to be competitive. All of Mac's liquor license applications had been approved. Mac's has a good record. His client was willing to forego controversial sales and was not requesting an "A", all types of alcohol, license classification. There also was not a request for Store #1211 located at 513 S. Clinton. The request was to lift the two (2) conditions placed upon the Market St. store, (#1210). He noted that there had been no violations at this location.

Commissioner Gibson questioned the Police Department's opinion. Lt. Tim Stanesa, Police Department, addressed the Commission. There were no policing issues. Ms. Eisner noted that there had not been a Police audit at this location. There had been two (2) audits at the Clinton St. store.

Commissioner Buchanan questioned if there had been any contact with Justin Crum, 1216 W. Market St. Mr. Cagle noted that Mr. Crum had appeared at the Application hearing before the Commission. However, he did not attend the City Council meeting. Mr. Cagle recalled that Mr. Crum's concerns addressed lighting and the store's business hours. Mr. Christopoulos read from the Commission's minutes. He noted that a security light is left on and Mr. Crum has not complained. He described his letter as a Petition and offered to answer any questions. He made two (2) major points: 1.) Mac's had been a responsible license holder and had lived with the conditions, and 2.) these conditions had impacted total sales which were down by twenty-five percent (25%). A convenience store must be just that. Ms. Eisner noted that the City did not contact Mr. Crum. Mr. Cagle informed the Commission that he had spoken with Mr. Crum recently. He added that Mr. Crum's concerns were not related to the restrictions imposed.

Commissioner Clapp questioned if the conditions were the variable. Mr. Cagle informed the Commission that Mac's had obtained data from the distributors which provided comparative sales reports. Mr. Cagle noted that a change to store hours would also impact sales. He cited a

twenty-four (24) hour store which closed overnight (for a total of six hours). The Market St. store (#1210) had lost walk up sales.

Commissioner Buchanan questioned the single sales condition and what items were not permitted for sale. Mr. Cagle stated anything which weighed 40 oz. or less. Commissioner Buchanan noted that there were no conditions for packages with six (6) or more. Mr. Cagle noted that this condition included four (4) packs.

Commissioner Petersen questioned other convenience stores' offerings. Mr. Cagle noted the other nearby license holders, (Thorton, Pilot, Freedom - none have these conditions). Ms. Eisner noted that Mac's other stores located at 1903 and 2302 W. Market St. can also sell these items.

Commissioner Gibson noted that the Commission had handled applications on a case by case basis. Commissioner Clapp noted that the City lacked consistency. Ms. Eisner reminded the Commission that the City did not have an ordinance regarding single serve. The Alcoholic Beverage Code Section 4B. Creation of New License - Findings lists fourteen (14) criteria which should be considered by the Commission. One of these is impact upon the neighborhood. She cited the factors which impacted the Clinton St. store. This store is located in a residential neighborhood. A number of the neighbors presented testimony in opposition to that application. Commissioner Clapp noted that one (1) person was concerned about this application, (#1210). She encouraged the Commission to look at the store's business record and consider the nearby competition.

Commissioner Stockton expressed his support for a level playing field. However, he also favored a restriction on the sale of cold, single serve sizes. He acknowledged that there was testimony in opposition to the application at the Clinton St. store.

Commissioner Buchanan expressed his opinion that small, cold, single serve containers might lead to illegal consumption. However, he had not been presented with any evidence to support this.

Commissioner Gibson noted that cold, single serve sizes were still available. These products are aggressively marketed. There are license holders who are adamant that banning these products would hurt sales. He noted that he had not seen any statistics to support this thought. He referenced the Osco Drug located at 210 N. Center St. Thirty-three percent (33%) of the facing cooler was stocked with single serve sizes. These products represented forty percent (40%) of alcohol sales.

Commissioner Petersen left at 5:00 p.m.

Commissioner Stockton restated his support for a level playing field. The Commission/Council must define that level. Commissioner Gibson cited the "G" license classification. He questioned the number of GPBS (Gasoline, Packaged Beer & Wine, Sunday) versus GPAS (Gasoline, Packaged All Types, Sunday) licenses.

Ms. Eisner encouraged the Commission to consider the factors presented by Mac's. She cited the lost traffic, (which was both vehicular and walk-in). This store would be considered a neighborhood store. Mr. Cagle responded affirmatively. He added that it was also located on a main thoroughfare. Ms. Eisner noted that this store has operated with the restrictions. The question before the Commission was whether to lift the conditions or not. Mac's is requesting a response to business challenge.

Mr. Christopoulos expressed his opinion that the conditions were placed upon this store to address real or perceived issues. This store has been compliant and operated under the conditions for two (2) years. Mac's has done better staff training than the previous owner. Mac's operates over 300 stores. The company must be careful and be watchful of any violations occurring at any of these locations. The corporation's culture addressed this store's concerns and improved the site. Mr. Cagle added that Mac's cannot testify about prior issues. Mac's is aware that there are tolerance levels. This locations in not open twenty-four (24) hours and there had not been a police complaint. At the initial liquor hearing, valid issues were brought forth. However, Mac's was not given the opportunity to address them. Commissioner Buchanan noted that the testimony presented today was compelling. In the end, the Council will make the final decision.

Commissioner Clapp questioned if the Commission would take further action. Commissioner Gibson stated that the Commission was doing the right thing. The Council will make the final decision. He expressed his hope that the Council would provide direction to the Commission. He added that the Town of Normal would also have to take the single serve issue under consideration. He noted that he was opposed to single serve sales. Commissioner Clapp noted that this issue had been addressed by the Commission before. Commissioner Gibson noted that the playing field needed to be level. The Commission's obligation was to make a formal recommendation to the Council. He noted that all liquor licenses would be scheduled to renew in December 2005. He questioned if the GPA license classification should be removed from the City code.

Commissioner Stockton noted that as Mayor he was comfortable supporting the Commission. He would share this information with the Council. He noted that at some point there might be a discussion regarding a city wide ban on single serve containers. Mr. Cagle informed the Commission that Rock Island had recently denied a motion to ban single serve sales. Mac's interest was in a level playing field and would abide by any condition.

Commissioner Buchanan recommended that the License holder be prepared to make a short presentation. Mr. Christopoulos noted that he had the back up data. Commissioner Stockton requested that Mr. Christopoulos prepare a report to be included in the Council packet.

Based on the above, the Liquor Commission recommends to the City Council that upon extensive review of the conditions, and in the absence of definitive data, the two (2) conditions should be lifted.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Alderman Gibson questioned if City staff had checked on liquor sales. He stated that individuals were panhandling at this store at 6:00 a.m. He cited similar issues at the Huck's located at Oakland and Main.

Motion by Alderman Purcell, seconded by Alderman Crawford to suspend the rules to allow someone to speak.

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

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

Nays: None.

Motion carried.

Richard Heiser, 810 W. Jefferson, addressed the Council. He had resided at this address for nineteen (19) years. As a resident of the near west side, he had seen a lot of things. He served as the Treasurer of the Old Towne Neighborhood Association. He cared about his neighborhood. He worked hard to maintain his property. This area was having a difficult time. He cited a murder at the old Red Fox and several shootings. Pop's had turned into a neighborhood grocery. Mt. Pisgah Baptist Church had built a new building at 801 W. Market St. This issue, (reintroduction of single serve sales of alcohol), would invite other vendors to request the same consideration. He cited issues such as litter and the appearance of a bad image. He readdressed the Red Fox murder and requested that the Council avoid making the same mistake. He requested that the Council deny this request.

John Curtis, 1502 N. Lee, addressed the Council. He cited an incident involving his mother-in-law and a DUI, (Driving Under the Influence). Single serve sales encouraged irresponsible behavior. They encourage immediate consumption. He described them as drink on the run. The sale of single serve items was a bad idea. He acknowledged the profit margin on these products.

Suzie Curtis, 1502 N. Lee, addressed the Council. She served as President, Northwest Neighborhood Association. She requested that the City ban the sale of single serve items. She cited a neighborhood clean up day. She encouraged the Council to vote no.

Dennis Arnold, 504 N. Lee, addressed the Council on behalf of the Gridley Allin Pricketts Neighborhood. This area struggles with this issue. He noted that there were two (2) other licensed establishments which could make the same request. The area had improved. There was less litter. He requested that the conditions be retained for various reasons. He cited the impact upon the area.

Dimitrios Christopoulos, Chicago, Illinois, License holder's attorney, addressed the Council. He noted that Mac's had owned this store for two and a half (2½) years. The store had been operated lawfully without a single violation. He expressed his opinion that Mac's was respected within the community. Mac's had installed security lighting. Mac's was a responsible license holder. Mac's did not allow pandering nor on premise consumption. An irresponsible seller could be found anywhere. He requested a level playing field. He noted that there was not another store in the area with any conditions placed upon the liquor license. He requested that the conditions be lifted and Mac's be issued a basic status quo license which would allow for fair competition. He noted that single serve items were available to the community at large. Mac's had never been contacted with any complaints. He expressed his opinion that the company had done a good job of cleaning up the property. He restated that there was not a single violation. Mac's was not requesting that the conditions be lifted at their store located at Clinton and Oakland.

Mr. Christopoulos apologized for the absence of Rick Cagle, Regional Manager. Mr. Cagle was away on business.

Alderman Schmidt noted that there were not any allegations against Mac's. She did not want to reintroduce the sale of single serve items into the City's older neighborhoods. She expressed support for a ban on single serve sales. She acknowledged that Mac's would probably not be in favor of such action. She added her belief that such action would be fairer.

Mayor Stockton questioned the status of Mac's lawsuit. Mr. Christopoulos noted that Mac's had challenged the state's Liquor Control Commission. The plan was to file in Circuit Court. Mac's wanted to preserve its right to appeal. He did not see the benefit from a court battle. Mayor Stockton addressed the Liquor Commission's viewpoint. There was some concern regarding the store located at 1210 W. Market St. He noted that corresponding evidence was lacking. He compared this store to the one located on the corner of Clinton and Oakland. The Commission recommended leveling the playing field. He added his opinion that concerns regarding the sale of cold single serve items deserved merit. The Council could pursue a City wide ban. The Commission would bring a proposal to the Council. There needed to be information to justify the license restrictions.

Alderman Gibson noted that this store used to be a Wareco. Mr. Christopoulos informed the Council that Clark went bankrupt. Mac's purchased twenty-three (23) stores. Clark held "A" All types of alcohol licenses. Mac's applied for "B" Beer and wine only. Alderman Gibson questioned single serve sales. Mr. Christopoulos noted that the City Code does not restrict these sales. The condition was placed upon the license by the

Council. Alderman Gibson expressed his opinion that single serve sales were a problem which would not go away. He added his belief that the problems would only increase. He added that certain businesses contributed to the problem. Mac's was one of those businesses. Mr. Christopoulos restated that Mac's was a responsible license holder. Mac's held over 300 liquor licenses. There were laws regarding the sale of alcohol. Mac's provided extensive staff training. Statewide Mac's held a good record company wide. He added that liquor sales account for five percent (5%) of total sales. There was a demand for the sale of these items. There have been incidents of lost sales. Single serve items represented twenty-five percent (25%) of alcohol sales. There has been a ten to twelve percent (10 – 12%) drop in sales at this store. He cited these figures as significant. He questioned the viability of the business.

Mayor Stockton noted that the Council might ban single serve sales City wide in the next three to four (3 – 4) months. Mr. Christopoulos noted that he served as an advocate for his client. He was instructed to pursue the removal of this condition.

Alderman Gibson noted that Mac's had held this license for the past two and a half, (2½) years. Mr. Christopoulos noted that the license was issued in September 2003. An objection had been filed. Removal of this condition would be viewed as a settlement.

Alderman Huette questioned the time line. Mayor Stockton stated that the Commission could begin to address this issue the next day. He added that he had a number of questions. He recommended that a Public Hearing be held in the next few months. A recommendation would appear before the Council during the first quarter of 2006.

Mr. Christopoulos thanked the Council for their time and consideration.

Nick Butzirus, 505 E. Jackson, addressed the Council. He informed them that he owned a rental property across the street from this store. He expressed his opinion that Mac's had improved this location. He described the improvement as dramatic. He acknowledged that individuals hung out in the alley. Holton Homes was located west of this store. Concerns had been raised regarding litter. He tended to patronize the Pilot store. He questioned if there had been any calls regarding the Pilot. He noted that the product was not available at Mac's. He expressed his support for a City wide ban.

Dennis Arnold, 504 N. Lee, addressed the Council. He expressed his concern that an establishment which was only two (2) blocks from this store would ask for a liquor license. There was another store only five (5) blocks from this store which he believed would also request permission to sell single serve items. Single serve products were in conflict with residential neighborhoods. He did not believe that the City would be able to eliminate this product size.

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

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

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

Nays: None.

Motion carried.

Alderman Purcell informed the Council that he had spoken with his constituents and Mr. Crum. All had expressed their preference that the condition be retained. These individuals did not believe that Mac's had kept its promise. The lights were on all night and litter was a daily issue.

The Jesus House located at 724 W. Washington St. believed that single serve sales would bring additional problems. The Hermes family viewed single serve sales as a problem. He had also spoken with staff at various stores which stock single serve items. The Council has the authority to retain the condition. He recommended that the condition be retained and the City avoid any problems.

Alderman Purcell had toured Downtown alleys and cited the litter (alcohol products). He restated his support for retaining the condition. He cited respect for the City's neighborhood.

He had also spoken with Kim Short, Bloomington Housing Authority Director, 104 E. Wood St., addressed the Council. She did not believe the sale of single serve items would be beneficial to the neighborhood.

Alderman Matejka noted that the Liquor Commission did not receive any Police Reports at its hearing. He recommended that the Commission hold public hearings on a citywide ban of single serve products. The hearings would need to be well publicized. He anticipated that businesses would defend the sale of same.

Mayor Stockton stated that this evening's testimony provided the City with renewed rationale to support same.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the conditions be retained.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of City Council

From: Staff

Subject: An Ordinance Amending Chapter 45, Section 900.3 (Definitions), and Chapter 45, Section 900.4 (Registration)

Staff proposes an amendment to Chapter 45, Section 900.3 (Definitions) adding definitions to clarify certain concepts in our Rental Inspection Ordinance. Specifically the Ordinance will define "Residential Rental Unit" and "Rent".

Additionally, staff proposes an amendment to Chapter 45, Section 900.4 (Registration) to clarify what buildings need to register every year. The inspectors have experienced difficulty with buildings that are vacant or for sale. The owners do not believe there is a need to register the buildings if not currently occupied and rented. Failure to register the buildings creates problems for the inspectors, such as the ability to track these properties and the possibility that these buildings might "fall through the cracks". Staff wishes to prevent this type of activity from becoming a way to circumvent the inspection ordinance.

At the request of the Council, Aldermen Schmidt and Purcell, approximately 8-10 members of the Central Illinois Landlords Association, and staff met on November 3, 2005 to discuss the proposed Ordinance changes. The end result of that meeting was to modify the proposal to exclude, unoccupied, single family residences, not intended for rent, from registration and inspection under the rental inspection program. This change would allow for the owner of a single family residence to declare a piece of property was no longer a rental property and allow it to be removed from the program.

Staff respectfully recommends that the Text Amendment be approved and the Ordinance passed.

Respectfully,

Mark R. Huber
Director P.A.C.E.

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 112**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 45**

BE IT ORDAINED by the City Council of the city of Bloomington, Illinois:
SECTION 1. That the Bloomington City Code Chapter 45, Section 900.3 and Section 900.4 shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Chapter 45: Section 900.3: Definitions.

(1) An owner is the person or other legal entity whose name is on the deed recorded in the county recorder's office in McLean County.

(2) Excellent (New or Like New) - an extremely good or new component which has been replaced/repared or recently corrected to meet City Code.

(3) Good - A component which is above average in condition. No obvious maintenance required, but not necessarily new.

(4) Sound - average (no observed defects) Some evidence of normal wear and tear, with age, in that a few minor repairs are needed (i.e. paint, tacking down a shingle, etc.)

(5) Minor Violation - a component is in need of repair to extend its life. It has minor code violations or has incipient violations. An incipient violation exists if, at the time of inspection, it is thought that the physical condition of an element in the structure will deteriorate into an actual violation in the near future (approx. 1-2 years).

(6) Major Violation - the component's useful life is near, a lot of repair is needed. It would be a major expense to replace the component (usually greater than \$1,000 to repair/replace.)

(7) Critical Violations - the component's useful life is over, it is an immediate health and safety hazard, it is a candidate for demolition, cost to replace/repair exceeds 100% of the value of the structure. (Ordinance No. 2003-72)

8) RESIDENTIAL RENTAL UNITS Any unit in an apartment house, duplex or a single family home that is rented or available for rent located in the City of Bloomington.

9) RENT The consideration, including any deposit, bonus, benefit or gratuity, demanded or received for or in connection with the use or occupancy of a residential rental unit.

Chapter 45: Section 900.4: Registration.

(a) Except as otherwise provided, every owner of a building containing residential rental units except for those listed in paragraph ~~900.4(b)~~, 900.4 (d) vacant or occupied, shall file a registration statement with the Department of Planning and Code Enforcement, annually on or

before January 1 of every year for each such rental building on forms provided by the Department of Planning and Code Enforcement.

Any such registration statements shall be prima facie proof of the statement therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building. Upon the initial registration a temporary certificate of inspection will be issued and remain in force until the first inspection.

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

~~(c) Once a building is registered as a rental, it must be registered every year unless occupied by the owner or is vacant and the owner does not intend to rent the building. A sworn statement must be on file with the city of Bloomington attesting to its status as an owner-occupied building or its status as a vacant building that is not intended to be rented.~~

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

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

- (1) Owner occupied single family homes and that portion of a duplex or multifamily structure occupied by the owner.
- (2) Condominiums (owner/occupied only).
- (3) Hotels and Motels as defined in Chapter 44 Section 3.20-97.0.
- (4) Nursing Homes as defined in Chapter 44 Section 3.20-131.0.
- (5) Housing operated by the Bloomington Housing Authority.
- (6) Rooming houses as defined in Chapter 44 Section 3.20-157.
- (7) Bed and breakfast establishments as defined in Chapter 44 Section 3.20-16.1.
- (8) Community reception establishments as defined in Chapter 44 Section 3.20-44.3.

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

~~(d)~~ (f) Information Required.

The registration statement shall include:

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

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

~~(d)~~ (h) Owners required to file registration statements shall pay a fee as indicated in Section 900.17. Registration statements will not be considered filed unless accompanied by the required fee. Registration statements filed after January 31st shall be assessed a late filing fee in the amount provided in Section 900.17. (Ordinance No. 2003-72)

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

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

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

SECTION 5. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 14th day of November, 2005

APPROVED this 15th day of November, 2005

APPROVED:

STEPHEN F. STOCKTON
Mayor

ATTEST:

TRACEY COVERT
City Clerk

Nick Butzirus, 505 E. Jackson, requested that this item be removed from the Consent Agenda.

Alderman Schmidt noted that a meeting was held at City Hall which was attended by City staff and the Central Illinois Landlord Association. She noted that the changes made to Chapter 45, Section 900.4 Registration (c) do not agree with (b). Mark Huber, Director of PACE, addressed the Council. He stated that (c) supplements (b) which had been clarified. Tom Hamilton, City Manager, addressed the Council. He noted that all must register unless the property falls under an exemption listed under (c). Mr. Huber restated that (c) clarified (b).

Mayor Stockton questioned newly constructed homes. Mr. Huber noted that they would not register as the Ordinance was not applicable to same. Mayor Stockton questioned newly constructed multi-family dwellings. Mr. Huber stated that these units must register the year they are completed.

Alderman Matejka acknowledged receipt of the addendum.

Alderman Schmidt expressed her opinion that there was a disconnect between section (b) and (c).

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

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

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

Nays: None.

Motion carried.

Nick Butzirus, 505 E. Jackson, addressed the Council. He addressed the Council. He currently served as Central Illinois Landlord Association's Vice President. He read subsections (b) and (c). He read an amendment to subsection (b) which would clarify subsection (c) in his opinion.

Todd Greenburg, Corporation Counsel, acknowledged Mr. Butzirus' objection. Mr. Butzirus stated that he anticipated conflict. Mr. Greenburg stated that language could

be obtained to address owners of single family residences. Language could be added to the motion. Mr. Butzirus gave credit to Mr. Huber. He had met with Mr. Huber and informed the Council of his proposal.

Mayor Stockton recommended that Mr. Butzirus present his letter to Mr. Huber and Tom Hamilton, City Manager.

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

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

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

Nays: None.

Motion carried.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition submitted by Sloan Family, LLC, and Deneen Brothers Farms, LLC, requesting approval of an Annexation Agreement and Petition for Annexation and Rezoning requesting B-1 Highway Business District zoning for approximately 24 acres of agricultural land located east of Towanda Barnes Road and south of Illinois Route 9 (east of Ward # 4) (Case Z-19-05)

BACKGROUND INFORMATION:

Adjacent Zoning

north: (County) Agriculture
 south: (County) Agriculture
 east: (County) Agriculture
 west: S-5 Airport District

Adjacent Land Uses

north: Illinois Route 9 & cropland
 south: cropland
 east: cropland
 west: cropland

Adopted Comprehensive Plan recommends: "Regional Highway Commercial" land use for the property in question.

The property in question is a 24 acre tract that is contiguous to the City's eastern corporate limits located along the western boundary of the subject tract. The annexation of this 400' x 2,613.6' tract and the Illinois Route 9 right of way due north will result in the land included in Case Z-16-05, the RBT of Illinois, LLC, "Wyncrest Subdivision" & St. Patrick's of Merna Church becoming contiguous to the City's corporate boundary and can be annexed to the City. The requested B-1 Highway Business District zoning for this 24 acre tract south of and along Illinois Route 9 is consistent with the Comprehensive Plan, adopted by Council on October 10, 2005. The location of the 2500' wide "East Side Highway Corridor" is to the east of this property. That portion of the 24 acre property in question within the 60 Level Day/Night (LDN) Airport Noise Contour should be zoned into the S-3 Airport Noise Impact District.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on October 26, 2005 and recommends the same. At such meeting, Mr. Kenneth Emmons, City Planner, noted that City staff recommended that this proposed Annexation Agreement be approved with the following revision: Page 2, item 4. E. should be revised to read as follows: "E. Owner may provide on-site storm water detention or pay a fee in lieu thereof at ~~Owner's~~ City's election."

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

- Mr. William Wetzel, Attorney at Law, 115 W. Jefferson Street
- Mr. Neil Finlen, P.E. Farnsworth & Wylie, Inc. 2709 McGraw Drive.

Mr. Wetzel stated that the Sloan Family, LLC, and Deneen Brothers Farms, LLC, were annexing the property in question in order for RBT of Illinois, LLC, "Wyncrest Subdivision" (the Dee Farm) & the St. Patrick's of Merna Church on the north side of Illinois Route 9 would become contiguous to the City's corporate limits. He stated that the requested B-1 Highway Business District zoning for this 24 acre tract is consistent with the Comprehensive Plan, and that his clients agreed with the revision proposed by staff.

Mr. Eugene R. Benjamin, 19701 E 1400 North Road, testified that he spoke on behalf of Mr. Richard Snyder and Mrs. Leta Snyder, 1913 Owens Drive, who are both present and who own the farm land due east of the property in question. He stated that the Snyders were concerned about excessive storm water draining across their farm from the subject property and the land to

the north. Mr. Kevin Kothe, City Design Engineer, replied that the developers of this area would be required to provide on site storm water detention facilities as required by City Code.

Mr. Finlen described where a large storm water detention basin would be constructed at the southeast corner of the Dee Farm and where it would be provided on the Sloan Family, LLC, and Deneen Brothers Farms, LLC, property. He testified that these storm water detention facilities, as required by City Code, would improve the drainage problems affecting the Snyders' farm to the east.

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

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission closed the public hearing on this petition on October 26, 2005, and passed a motion by a vote of 7 to 0 recommending Council approval of the Annexation Agreement in Case Z-19-05, consistent with staff's concerns regarding the S-3 Airport Noise Impact District zoning and as revised with the following revision: Page 2, item 4. E. should be revised to read as follows: "E. Owner may provide on-site storm water detention or pay a fee in lieu thereof at ~~Owner's~~ City's election."

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation for approval of this petition in Case Z-19-05.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Bloomington, McLean County, Illinois, (herein referred to as "City"), SLOAN FAMILY, LLC, an Illinois Limited Liability Company and DENEEN BROTHERS FARMS, LLC, an Illinois Limited Liability Company (herein collectively referred to as "Owner").

WHEREAS, Owner is the owner of the property described on Exhibit "A" which is attached hereto and by this reference made a part hereof;

WHEREAS, Owner is desirous of having the premises described in Exhibit "A" which is attached hereto and by this reference made a part hereof;

WHEREAS, after annexation, Owner and City are desirous of having the premises described on Exhibit B, which is attached hereto and by this reference made a part hereof, zoned into the following zoning classification: B-1 Highway Business.

THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND THE OWNER AS FOLLOWS:

1. City agrees to annex the real estate described in Exhibit "A".
2. City agrees to zone said premises described on Exhibit "B" as B-1 Highway Business District.
3. Owner agrees that upon execution of this Agreement it will petition for annexation of said premises to all other units of local government required by the ordinances of the City and diligently pursue to a final decision such petitions for annexation within ninety (90) days of the date of notification by such other units of local government that the premises meet the statutory qualifications for annexation to such other units of local government.
4. In connection with the development of the property the following shall apply:
 - A. All internal streets will be built to City standards and dedicated to the City for maintenance.
 - B. Owner will be responsible for obtaining and paying for any permits from McLean County Highway Department to connect interior streets to Towanda Barnes Road.
 - C. Owner shall develop said property in accordance with the requirements of the Bloomington City Codes.
 - D. Sanitary sewer, storm sewer and water main sizing shall be in accordance with the City of Bloomington Codes and any oversizing cost will be paid by the City.
 - E. Owner may provide on site storm water detention or pay a fee in lieu thereof at ~~Owner's~~ City's election.
 - F. Owner will not be responsible for any parkland dedication or fee in lieu of parkland dedication so long as no residential use is made of the property.
5. This Agreement is binding upon the Owner and its successors and assigns and upon the City.

CITY OF BLOOMINGTON

By: Stephen F. Stockton
Its: Mayor

ATTEST:

Tracey Covert
Its: City Clerk

EXHIBIT "A"

Tract No. 1:

The North 462.47 feet of the Northwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, except any portion lying within Illinois Route 9 Right-of-Way and also except any portion lying within County Highway 29 (Towanda Barnes Road) Right-of-Way.

Tract No. 2:

All that portion of Illinois Route 9 Right-of-Way lying north of and adjacent to said Tract 1, which has not been previously annexed.

(Part of P.I.N. 22-05-300-003 and P.I.N. 22-05-100-001)

The term of this Annexation shall be in full force and effect for twenty (20) years from the date of its execution by the parties hereto.

PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS AND FOR AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

State of Illinois)
)ss.
County of McLean)

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

The undersigned, the owner of the property described on Exhibit "A", respectfully represents and requests as follows:

1. That it is the owner of the premises described on Exhibit "A" which is attached hereto and made a part hereof.
2. That the property described on Exhibit "A" is currently zoned under the provisions of the McLean County Zoning Ordinance.
3. That attached hereto and by this reference made a part hereof is an Annexation Agreement between the City of Bloomington, McLean County, Illinois and SLOAN Family LLC, and Illinois Limited Liability Company DENEEN BROTHERS FARMS, LLC, an Illinois Limited Liability Company.
4. That your Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve the Annexation Agreement, annex said premises to the City and amend the official Zoning Map of the City to classify the premises described on Exhibit "A" as B-1 Highway Business District.
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the zoning of said premises to the A-Agriculture District.
6. That no electors reside on the premises.
7. That the premises described on Exhibit "A" are contiguous to the City of Bloomington.

WHEREFORE, Petitioner respectfully prays that the Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be assign to said premises a classification of B-1 Highway Business District.

Respectfully submitted,

Sloan Family, LLC, An Illinois
Limited Liability Company
By: John Deneen

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT SLOAN FAMILY, LLC, An Illinois Limited Liability Company By: John Deneen, Its _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, and having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 19th day of September, 2005.

Jeffrey D. Krepel
NOTARY PUBLIC

DENEEN BROTHERS FARMS,
LLC, An Illinois Limited Liability
Company
By: David Deneen

STATE OF ILLINOIS)
)SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT DENEEN BROTHERS FAMRS, LLC, An Illinois Limited Liability Company By: David Deneen, Its _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, and having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of September, 2005.

Stephanie R. Hoffman
NOTARY PUBLIC

ORDINANCE NO. 2005 - 119**AN ORDINANCE ANNEXING AND REZONING CERTAIN TERRITORY AS
HEREINAFTER DESCRIBED TO THE CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS**

WHEREAS, there has heretofore been filed by SLOAN FAMILY LLC and DENEEN BROTHERS FARMS, LLC a Petition for Annexation together with a proposed Annexation Agreement, relating to the property described on Exhibit "A". The Annexation Agreement is attached hereto as Exhibit "B"; and

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

WHEREAS, the City Council of the City of Bloomington has determined that the premises described in Exhibit "A" are contiguous to the corporate limits of the City of Bloomington and are not within the confines of any other municipality of the State of Illinois, and that the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILSC 5/7-1-1); and

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

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

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

SECTION TWO: That the Annexation Agreement heretofore filed concerning annexation of the aforesaid property has been executed by the record owners of the property described therein.

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

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

SECTION FIVE: That the entire property described in Exhibit “B” to the Annexation Agreement is hereby zoned B-1 Highway Business District and shall retain said classification until changed as provided for in the Annexation Agreement.

SECTION SIX: That this Ordinance shall be in full force and effect from and after the date of its adoption.

PASSED this 14th day of November, 2005.

APPROVED this 15th day of November, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT “A”

Tract No. 1:

The North 462.47 feet of the Northwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, except any portion lying within Illinois Route 9 Right-of-Way and also except any portion lying within County Highway 29 (Towanda Barnes Road) Right-of-Way.

Tract No. 2:

All that portion of Illinois Route 9 Right-of-Way lying north of and adjacent to said Tract 1, which has not been previously annexed.

(Part of P.I.N. 22-05-300-003 and P.I.N. 22-05-100-001)

Mayor Stockton opened the Public Hearing. Neil Finlen, Farnsworth Group, 2709 McGraw, addressed the Council. He represented the Deneen family. This land was four hundred feet (400’) by a half mile. It would be zoned B – 1, Highway Business District. This was a small portion of the land held by the Deneens/Sloans. They hold over 280 acres. This petition was presented to the City to accommodate St. Patrick’s Church and the Dee property. Approval of same would allow projects planned for these properties to move forward. A gravity sewer would serve both properties.

Alderman Purcell questioned the development time line. There would not be any construction during the winter. Work would begin in the summer. The Deneen property was still in the planning stages. Development might occur later next year.

Mayor Stockton closed the Public Hearing.

Motion by Alderman Matejka, seconded by Alderman Crawford that the revised Annexation Agreement and Petition to Annex and Rezone be approved, the Ordinance passed, 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, Finnegan, Gibson, Matejka, Purcell and Mayor Stockton.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition submitted by RBT of Illinois, LLC, and St. Patrick's Church of Merna, requesting approval of an Annexation Agreement and Rezoning to R-1C, High Density Single Family Residence District; R-2, Mixed Residence District; S-2 Public Lands and Institutions District, and B-1 Highway Business District zoning for property north of Illinois Route 9 East, and east of Towanda Barnes Road, consisting of approximately 124 acres (Case Z-16-05) (east of Ward #3)

BACKGROUND INFORMATION:

Adjacent Zoning

north: (County) Agriculture
south: (County) Agriculture
east: (County) Agriculture,
(County) M-1 Restricted Manufacturing
west: (County) Agriculture

Adjacent Land Uses

north: cropland
south: cropland, single family dwelling
east: cropland, Prairie Park Commerical
Condos
west: cropland

Comprehensive Plan recommends: Governmental or Institutional for the church site and Regional Highway Commercial, Low /Medium Density Residential for the remainder.

Project Rating of Development Proposal for Consistency with Local & Regional Comprehensive Plans: *“D= Does not provide minimal features or acceptable alternatives but does provide one or more optional features. Project should be modified and/or reevaluated prior to approval.”* Comments by Mr. Paul Russell, AICP, Executive Director, McLean County Regional Planning Commission.

The property in question is a 124 acre tract. The property is not presently contiguous to the City, and the City’s Corporation Counsel stated that current legal precedence is such that a contiguous contact of a tract of land at single point (the southwest corner of the church site) with the City’s corporate boundary is insufficient to be considered contiguous for the annexation. The property to the south, the Sloan Family, LLC, land and Deneen Brothers Farms, LLC, land must be annexed to the City to make the subject property contiguous to the City. Such annexation is the subject of the annexation agreement in Case Z-19-05.

The proposed agreement requests the following zoning classifications for the Exhibit A premises, the 110.52 acres owned by RBT of Illinois, LLC, as depicted on Exhibit C (Sketch Plan F):

- B-1 Highway Business District for southern 14.35 acres north of and along Illinois Route 9;
- S-2 Public Lands and Institutions District for the 14.05 acres of public park and storm water detention basin areas;
- R-2 Mixed Residence District for between 14.64 acres north of and along this aforementioned B-1 area; and
- R-1C Single Family Residence District for the remaining 67.46 acres.

The 14.64 acre R-2 area would be planned for 53 lots (106 dwelling units), while the 67.46 acre R-1C area would provide 245 lots for single family dwellings and be known as “Wynncrest Subdivision.”

No zoning classification is cited in this proposed agreement for the St. Patrick’s Catholic Church of Merna, (exhibit B premises), therefore it would zoned A- Agriculture District upon annexation to the City, as required by Bloomington City Code, Chapter 44, Section 5.20(d)(1).

Churches and religious education facilities are classified as Special Uses in the A- Agriculture District. The Church could petition for this site to be rezoned to a more appropriate classification, such as S-2 Public Lands and Institutions District, at some time in the future. A new worship center addition is planned in the future on the Exhibit B premises.

Council may recall that the proposed development of the Exhibit A premises was the subject of public hearings on February 9, and February 23, 2005. The documents in the latest proposed agreement now incorporates the commercial use frontage, as requested by staff, along Illinois Route 9. The B-1 zoning, that is being requested along Route 9, is consistent with the “regional highway commercial use,” recommended by the City’s Comprehensive Plan. The main

north/south collector street is proposed with a boulevard median and has been realigned with a more northeasterly curve which should serve to slow the through traffic. Space indicated along the east side of this road is for a 10' wide pedestrian/bicycling trail. This will be the only access into the residential development area from Illinois Route 9. The expected location of the 2500' wide "East Side Highway Corridor" will most likely be to the east of this property. The actual 300 foot wide right-of-way alignment within the corridor may be as much as a quarter mile to the east.

This Annexation Agreement dated July 13, 2005 incorporates most of the other concerns previously noted by staff. The following additional revisions are recommended:

1. Page 1, item 1.: Revise to read as follows: "Upon submission of a properly executed Petition to Annex, *and upon satisfying the legal requirements of contiguity to the corporate limits of the City*, the **City** agrees to annex both the Exhibit A and B Premises."
2. Page 2, item 4: Add the following sentence after the last sentence of item 4: "The preliminary plan shall include a landscaping plan for said earthen berm acceptable to the City."
3. The enclosed "SKETCH PLAN F" should be clearly labeled as "Exhibit C" which is attached to and made a part of this Annexation Agreement.

Staff has been informed that RBT of Illinois, LLC, wishes to revise the Exhibit C, "Peifer Route 9 East", Sketch Plan F" for the Wynncrest Subdivision. The proposed revision is to change the cul-de-sac street that is east of the St. Patrick's of Merna Church property and west of the north-south boulevard collector street to a "loop street" by eliminating the circular turnaround and extending the street north to an intersection with the next east-west street to the north. This is being proposed in order to better facilitate storm water drainage, which flows northerly, and better traffic circulation, by eliminating a dead end street. The lot lines have been redrawn accordingly with frontages along both sides of this loop street extension. The Planning Commission approved this revision to the Exhibit C "Peifer Route 9 East, Bloomington, Illinois, Sketch Plan F" on October 26, 2005.

PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission held public hearings on this petition on August 24, and September 28, 2005 and recommends the same. At the August 24th hearing, Mr. Kenneth Emmons, City Planner, noted that staff recommended that this proposed Annexation Agreement be approved with the revisions cited herein. He explained that the tracts are not yet contiguous to the City and thus can not be annexed until that time; however the agreement could be approved. Commissioner Shaw inquired whether this tract could be sewered by gravity. Mr. Emmons replied in the affirmative.

The following persons submitted testimony in favor of this petition at the August 24th hearing:

- Mr. Mercer Turner, Attorney at Law, #1 Brickyard Drive, #202
- Mr. Neil Finlen, P.E. Farnsworth & Wylie, Inc. 2709 McGraw Drive
- Father Gerald Ward, 1204 Kim Drive.

Mr. Turner explained that when the petitioners appeared before the Planning Commission previously, they believed that inclusion of the church property would establish contiguity. The City's Corporation Counsel had advised that other land would require annexation as well, and that a single point (two corners) would be insufficient. He indicated that the petitioners wanted to annex and develop as soon as possible. He noted that a pre-annexation agreement was not requested, therefore requested that the case to be laid over so arrangements could be made to include more land for annexation making it all contiguous. He noted that the rezoning of the church property to S-2, Public Lands and Institutions District could be considered and perhaps included in a revised agreement. He requested a thirty (30) day delay.

Mr. Finlen indicated that this plan incorporates commercial lot frontage that staff had previously requested. They had sought a sanitary sewer easement through the airport property that would drain to the west. He noted that storm water pipes extended to the RBT tract that would benefit the church site as well. Commissioner Nuckolls inquired whether the basins would be wet or dry. Mr. Finlen replied that they would be dry bottom. Commissioner Shaw inquired whether any of the streets would be private or gated. Mr. Finlen indicated that with the enhancements to the appealing boulevard, the petitioners have dropped the gated idea. He stated that none of the roads would be private. Chairperson Cain questioned whether the trail might be better located on the west side of the north-south collector street. Mr. Finlen noted that the idea was to have "gathering" on the residential side and draw to one crossing to the park. Mr. Grovesteen commented that the trail on the east side allows for only seven controlled crossings, with the drivers in cars looking out their front windshields, whereas the west side would have nineteen (19) driveways with drivers looking out their back windows. He stated that as an engineer his preference would be the former.

Father Ward indicated that the church expansion was proceeding on schedule and would most likely be completed in eleven (11) months. He noted that they are anxious to hook up to sewer as soon as it is available. No other testimony was presented in favor of or in opposition to this petition at this public hearing.

The following persons submitted testimony in favor of this petition at the September 28th public hearing:

- Mr. Mercer Turner, Attorney at Law, #1 Brickyard Drive, #202, Bloomington, Illinois
- Mr. Neil Finlen, P.E. Farnsworth & Wylie, Inc. 2709 McGraw Drive, Bloomington, Illinois.

Mr. Turner announced that on September 27, 2005, a public notice had been published for the petition to annex the Sloan/Deneen property; a 24 acre strip of property running east of Towanda-Barnes Road along the south side of Illinois Route 9. Mr. Turner observed that annexation of this 24 acre tract would then make contiguous the 124 acre tract that is the subject of this case. Mr. Turner stated that he would defer to Mr. Finlen for an explanation of the urgency of the matter, but requested that the Commission consider a motion to do four things: 1.) recommend that the Council not consider this case until the land is contiguous; 2.) recommend that the St. Patrick's Church of Merna site be zoned S-2 Public Lands and Institutions District; 3.) recommend that the proposed berm be designed and constructed as acceptable to City

standards and review, and 4.) recommend that the Council place this matter on the October 24, 2005 Agenda, provided the Sloan/Deneen case precedes it.

Mr. Finlen explained that the church expansion was in progress, and that the Church desires to submit the paperwork for a sanitary sewer line extension to the Illinois Environmental Protection Agency (ILEPA) as soon as possible, as the current septic field may not prove adequate for the County to allow the construction project to get underway. He noted that they had worked with the Airport Authority and McLean County for an easement to the west for a sanitary sewer line.

He noted that the Sloan/Deneen property involved many family members, from both coasts, and action took longer than anticipated. He reminded the Commission that the case was originally an Annexation Agreement, as submitted, but it had ran into the glitch of the tract being judged insufficiently contiguous. He noted that the Sloan/Deneen petition requests a 400' wide strip and B-1 zoning. He noted that this was intentional to conform to the draft of the proposed Comprehensive Plan.

Commissioner Baughan questioned whether the petitioners would agree to a pre-annexation agreement rather than continuance of this public hearing. Mr. Finlen replied that the ILEPA would be more comfortable with an Annexation Agreement. Commissioner Shaw inquired if further delay would cause a contractual or economic encumbrance. Mr. Finlen confirmed.

Mr. Turner offered the opinion that the law does not distinguish between "pre-annexation" and "annexation" agreements and that the term is derived from planners. He explained however, that the Council's approval, to annex and rezone, triggers the developer's obligation to purchase the land. Commissioner Sage questioned if there was a deadline before the next Planning Commission meeting. Mr. Turner indicated that there was a need for Council action by November 1, 2005.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission closed the public hearing on this petition on September 28, 2005, and passed a motion by a vote of 7 to 1 that Council: 1.) not take action on this case until the land is contiguous; 2.) that the St. Patrick's Church of Merna site be zoned S-2 Public Lands and Institutions District; 3.) that the proposed berm be designed and constructed as acceptable to City standards and review, and 4.) that Council place this matter on the October 24, 2005 Agenda, provided the Sloan/Deneen case precedes it, and that the Annexation Agreement be revised consistent with staff's concerns. The Planning Commission approved this revision to Exhibit C "Peifer Route 9 East, Bloomington, Illinois, Sketch Plan F" on October 26, 2005.

STAFF RECOMMENDATION:

The City staff recommends approval of this petition and revised annexation agreement in Case Z-16-05 after the Council holds the public hearing as required by law.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Bloomington, McLean County, Illinois, herein referred to as "City", and RBT of Illinois, LLC, an Illinois Limited Liability Company, as "Owner", and the St. Patrick's Church of Merna, herein as "Church".

WHEREAS, the Owner is the record owner in fee simple or contract buyer of the real estate which is legally described in Exhibit A hereto and is herein referred to as the Exhibit A Premises;

WHEREAS, the Church is the record owner in fee simple of the real estate which is legally described in Exhibit B hereto and is herein referred to as the Exhibit B Premises.

WHEREAS, the Church and Owner are desirous of having both Exhibit A and Exhibit B Premises annexed to the City and the City is desirous of annexing said property;

WHEREAS, the Owner and City are desirous of having the Exhibit A Premises zoned into the R-1C, High Density Single Family Residence District, the R-2, Mixed Residence District, the S-2, Public Lands and Institutions District, and the B-1, Highway Business District.

THEREFORE, IT IS AGREED BY THE CITY, the CHURCH, and OWNER AS FOLLOWS:

1. Upon submission of a properly executed Petition to Annex, and upon satisfying the legal requirements of contiguity to the corporate limits of the City, the City agrees to annex both the Exhibit A and B Premises.
2. Upon submission of a properly executed Petition to Rezone, the City shall zone the Exhibit A Premises as follows: a) between 14-15 acres along Route 9 as depicted on Exhibit C to the B-1, Highway Business District, b) any park land and detention areas to the S-2, Public Lands and Institutions District, c) between 14-15 acres along the B-1 Highway Business District to the R-2, Mixed Residence District, and the balance of the premises to the R-1C, High Density Single Family Residence District.
3. The Owner agrees that upon the annexation of the Exhibit A Premises to the City, the Owner shall petition for annexation on the Exhibit A Premises to the Bloomington-Normal Airport Authority District and the Bloomington-Normal Water Reclamation District.

4. The Owner agrees to submit a preliminary subdivision plan or plans in substantial conformity with Exhibit C, which is attached hereto and made a part hereof. The City agrees to approve one or more preliminary subdivision plans for the intended subdivision of the Exhibit A Premises, with said subdivision to be known as Wynncrest Subdivision or some other name mutually agreeable to the parties hereto, which shall be developed in phases. Each phase may have a separate subdivision name. The initial preliminary subdivision plans will be submitted to the City in substantial compliance with the City's Subdivision Code as it exists on the date of the initial filing of this Annexation with the City Clerk. Any oversizing of utilities and streets shall be at the City's expense (except where otherwise provided herein.) The City agrees to approve the final subdivision plans of each phase of a preliminary plan provided they are in substantial compliance with the approved preliminary plan and this Agreement. Should Owner request a major amendment in the preliminary plan, the applicable Subdivision Code of the City shall be the one in existence on the date the major amendment is requested and shall only apply to the area affected by the amendment. The Owner shall be allowed to construct an earthen berm along the South 33 feet of the Exhibit A Premises. Said earthen berm may be up to six feet high and landscaped. The preliminary plan shall include a landscaping plan for said earthen berm acceptable to the City.
5. The City shall allow the Owner to construct up to ten model homes on the Exhibit A Premises for presentation and sale purposes. The location of the model homes may change from time to time and place to place as the Owner may desire and as the development or sales occur within the proposed subdivision. A model home may not be constructed unless the lot is pinned, water and sanitary sewer mains are extended to the lot, access to it is provided for by a compacted gravel or other hard surface and a grading plan for the lot has been accepted by the City's staff. Notwithstanding the foregoing, no conveyance of title or certificate of occupancy for any model home shall take place until a final subdivision plat is of record for the real estate on which said model home is located and until access is available from a paved street.
6. This Agreement shall be enforceable for a period of 20 years from the date of the passage of the annexation ordinance contemplated by this Agreement. This Agreement is binding upon the parties hereto, and their heirs, successors, and assigns.
7. The dry bottom storm water detention facilities, after completion, shall be dedicated to the City for maintenance. At the City's option, the owner agrees to plant the detention area with native plantings acceptable to the City and to maintain same until basin is accepted for maintenance by the City. The City hereby agrees to the Owner providing certain storm water storage to the Church, subject to agreement between the Owner and the Church.
8. The Owner shall have the right to construct landscaped berms on the Exhibit A Premises within outlots. The Owner may construct development or subdivision identification signs in any boulevard entrance or landscaped berm, provided the location of the sign is on an outlot. The Owner shall be allowed to locate an outlot within a boulevard entrance and to use said outlot as a sign location. Ownership and maintenance of the landscaped

berms and development signs shall be by the Owner or an Association of lot owners. Signage on the berms shall not be situated to obstruct sight/distance visibility requirements.

9. The Owner shall fulfill the bonding requirements of the City's Code by posting a \$250,000.00 revolving commercial surety bond from an insurance company acceptable to the City. The bonds posted shall apply to all final plats until final acceptance by the City.
10. The Owner shall have no perimeter road improvement obligations.
11. The Owner shall satisfy the park land dedication requirements per City Code by dedication of an area of sufficient acreage in the general location designated on Exhibit A. The area of the detention basin shall not be considered towards meeting park requirements.
12. The Owner shall construct the water mains for the Exhibit A Premises with the City paying for the cost of any oversizing above the minimum required eight inch main. The Owner shall pay for the cost of the improvements described in this paragraph 12 to the extent of the cost of the improvements adequately sized to service the Exhibit A Premises. Oversizing shall mean the cost associated with increasing the capacity of the improvements and locating the improvements so that they will serve an area greater than the Exhibit A Premises. Oversizing costs shall be agreed between the parties prior to any construction. The Owner shall extend a sanitary sewer to the premises from the present terminus of the City's sewer system with the City paying for the cost of any oversizing. Oversizing of any streets in the premises shall be at the expense of the City.
13. The Owner shall pay tap on fees for sanitary sewers to which this development is tributary.
14. The Owner may elect to construct one or more entrance gates for certain residential streets under the following conditions:
 - A) The street (including gate, pavement, curb, gutter, & sidewalk) and storm sewer (including inlets and manholes) on the street thereby affected shall be considered a private street.
 - B) A viable homeowners association or other responsible agency shall be transferred the maintenance responsibility (including snow removal) for said private street.
 - C) The City shall be granted access to said private street for maintenance of other utilities such as water and sanitary sewer.
 - D) Provisions shall be made to grant unimpeded access to said private street for all emergency vehicles and services. (Such as attachment of a Knox Box).

- E) The City agrees to continue garbage collection on said private street(s) only to the extent there is unimpeded access for the City's collection vehicles and provisions of a "hold harmless" agreement.

Upon doing so, the City shall thereafter continue to provide garbage pickup for the affected streets. After the installation of the entrance gates, the street thereby affected shall be considered to be a private street.

15. The Church shall fulfill the obligations of the Customer provided for in the Water & Proposed Water Main Extension Agreement which is attached thereto as Exhibit D.

This agreement is made on the dates indicated below.

Date: November 15, 2005

City of Bloomington

By: Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Date: July 13, 2005

RBT of Illinois, LLC, an Illinois
Limited Liability Company

By: _____
Its Member

Date: July 13, 2005

St. Patrick's Church of Merna
By: Fr. Jerry Ward

EXHIBIT A

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 F.A.P. 693 (Illinois Route 9) Right-of-Way and lying east of the Northerly Extension of the East Line of a Tract of Land conveyed per Warranty Deed recorded February 10, 1997 as Document No. 97-3108.

EXHIBIT B

TRACT NO. 1:

Lot 1 in St. Patrick's Roman Catholic Congregation of Merna Subdivision, a Subdivision according to the plat thereof recorded March 23, 1984 as Document Number 84-3373, EXCEPT

that part Conveyed to the State of Illinois, Department of Transportation by Deed Recorded April 28, 1995 as Document Number 95-7785, in McLean County, Illinois.

TRACT NO. 2:

A Strip of Land 35 feet wide North and South lying North of and Adjacent to the Following Described Tract: Lot 1 in St. Patrick's Roman Catholic Congregation of Merna Subdivision, a Subdivision according to the Plat thereof Recorded March 23, 1984 as Document Number 84-3373, in McLean County, Illinois, being a Part of the Southwest ¼ (except the West 467 feet and the South 467 feet) of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, in McLean County, Illinois.

TRACT NO 3:

A Part of the Southwest ¼ of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of said Section 32; thence, North 01 degree 43 minutes 00 seconds East, 502.00 feet along the West Line of said Section 32 to the Point of Beginning; thence, North 01 degree 43 minutes 00 seconds East, 819.84 feet to the South Line of said Section 32; thence, South 89 degrees 58 minutes 54 seconds West, 350.00 feet along the South Line of said Section 32; thence, South 89 degrees 58 minutes 54 seconds West, 467.00 feet to the Point of Beginning, in McLean County, Illinois.

EXHIBIT C

(NOT PROVIDED BY PETITIONER)

EXHIBIT D

Water and Proposed Water Main Extension Agreement recorded February 20, 2002 as Document No. 2002R07088, and as approved by Bloomington City Council on May 14, 2001. (ON FILE IN THE CITY CLERK'S OFFICE)

Mayor Stockton opened the Public Hearing. Neil Finlen, the Farnsworth Group, 2709 McGraw, addressed the Council. He represented St. Patrick's Church and the developers. He noted that Jim Dee was also present. This petition was held pending adoption of the City's Comprehensive Plan. The plan included R – 2, Mixed Residence District zoning. A City park would be located on the property's northwest corner. The residential area would be located outside of the noise contour. It had been made clear to the downstream property owners that they would not be affected by storm water. The detention basin would handle storm water run off. He cited past problems due to improvements which were made to IL Route 9 East. The development of this land would be a benefit to the area. The majority of the land would be dedicated to single family homes. The boulevard street would serve as a collector street. There would be a trail for pedestrian traffic and a signalized intersection. There would be a future connection to the north, additional connections would be to the east and west. There was a potential for four (4) connections.

Alderman Matejka questioned the price range for the homes. Mr. Finlen noted \$225,000 and up. The zero lot line properties would start at \$160,000 - \$175,000 per side. Alderman Matejka stated that affordable housing would not be a bad idea.

Mr. Finlen informed the Council that there had been discussion with the church regarding storm water piping. This project would be a cooperative effort including infrastructure.

Alderman Schmidt noted that there was a vote against this Petition at the Planning Commission.

Mayor Stockton questioned if there were provisions for the future widening of IL Route 9. Mr. Finlen stated that there would be additional right of way in order to accommodate up to five (5) lanes. The Deneen property would also have access. IDOT (Illinois Department of Transportation) would grant access at quarter to half mile intervals. The industrial area would be buffered.

Alderman Finnegan questioned the spacing of traffic signals along IL Route 9. Mr. Finlen restated that IDOT had insured that access would be granted at quarter mile intervals. Tom Hamilton, City Manager, stated that traffic signals would be coordinated.

Alderman Huette questioned the number of lots. Mr. Finlen stated 245 single family lots. The zero lot line lots could be placed in B – 1, Highway Business District, zoning. The use of this land could be impacted by the development of the property to the south.

Mr. Hamilton added that the Petition represented the end of sewer availability. Any future development would have to occur south of IL Route 9. Alderman Huette noted the northern edge of this property was located at the intersection of GE Rd. and IL Route 9. Mr. Finlen stated that this development would be half way, a mile from GE Rd. and IL Route 9.

Mayor Stockton expressed his opinion that the highest and best use for this property was commercial development. He cited its location adjacent to a highway corridor. Mr. Hamilton noted that this land was north of the proposed corridor. The corridor would be located further to the east.

Alderman Huette noted that this Petition represented the eastern border of the City's sewer system. A new sewer pump station would be needed to allow further development. Mr. Hamilton informed the Council that land south of IL Route 9 was located in the G.E. Valley which still had sewer capacity.

Mayor Stockton closed the Public Hearing.

Motion by Alderman Matejka, seconded by Alderman Finnegan that the revised Annexation Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Crawford, Huette, Schmidt, Finnegan, Gibson, Matejka Purcell and Mayor Stockton.

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton informed the Council that he represented the City at the twentieth anniversary celebration of the Canterbury/Vladimir Sister City. The City was welcomed by the Bishop and honored at a Sunday Service.

He added that WJBC would begin broadcasting City Council meetings. The meetings would be digitally recorded and placed on the stations web site. The meetings could be broadcast live. The City could move to video streaming and broadcasting Council meetings on the internet. Broadcasting Council meetings on Insight was also being researched.

Alderman Crawford questioned these intermediate steps. Mayor Stockton noted that this action could be taken immediately at no cost to the City. Internet broadcasting would allow on demand listening at the citizens' convenience.

CITY MANAGER'S DISCUSSION: Tom Hamilton, City Manager, informed the Council that the City would be closed on Thursday and Friday, November 24 and 25, 2005 for the Thanksgiving holiday. Refuse collection would be as normal.

Mayor Stockton questioned the status of water. Mr. Hamilton noted that the City was moving into a wetter period. Mayor Stockton questioned the taste/order problem. Craig Cummings, Director of Water, addressed the Council. There had been a slight increase in compounds. He believe the City was in good shape. City staff was researching stronger oxidants. Ozone was good but expensive.

Alderman Gibson stated that there was a taste and order problem in the South Hill area. He added that he knew the City was pumping water from Lake Evergreen. Mr. Cummings acknowledged that some individuals were more sensitive.

ALDERMEN'S DISCUSSION: Alderman Finnegan expressed his appreciation to all for their expressions of sympathy upon the death of his brother.

Alderman Matejka thanked City staff for their attendance at a number of neighborhood meetings.

He also reminded those present of the City's annual Turkey Trot which is held on Thanksgiving Day, November 24, 2005. Registration would begin at 8:30 a.m. The race would begin at 9:30 a.m. There was no cost to participate.

Alderman Schmidt addressed Mr. Butzirus' questions regarding the rental housing ordinance. She expressed her opinion that there had been a good discussion. She recommended that this program be the subject of a future Work Session.

She also thanked Tom Hamilton and Neil Finlen, Bloomington Normal Public Transit System board members, for focusing on issues at Lincoln Towers.

Alderman Purcell expressed his concern regarding panhandling at the US Cellular Coliseum.

He also encouraged the Liquor Commission to push forward to address the single serve subculture.

He added that the City's water situation needed serious effort.

Motion by Alderman Matejka, seconded by Alderman Finnegan, that the meeting be adjourned. Time: 9:20 p.m.

Motion carried.

**Tracey Covert
City Clerk**