

**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, September 26, 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, Michael Sprague, Jim Finnegan, Steven Purcell, Karen Schmidt and Mayor Stephen F. Stockton.**

**City Manager Tom Hamilton, City Clerk Tracey Covert, and Deputy Corporate Counsel Hannah Eisner were also present.**

**Absent: Todd Greenburg, Corporation Counsel.**

**The following was presented:**

**Oaths of Office – Steven Fanelli and Eric J. Riegelein.**

**Jeff Sanders, Asst. Police Chief, addressed the Council. He introduced Police Patrol Officers Steven Fanelli and Eric J. Riegelein. These gentlemen have completed their probationary period. Asst. Chief Sanders provided background information regarding each officer.**

**Tracey Covert, City Clerk, performed the Oath of Office. Mayor Stockton presented Officers Fanelli and Riegelein with their certificate.**

**The following was presented:**

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

**From: Staff**

**Subject: Council Proceedings of January 24, 2005**

**The Council proceedings of January 24, 2005 have been reviewed and certified as correct and complete by the City Clerk.**

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Motion by Alderman Crawford, seconded by Alderman Gibson that the reading of the minutes of the previous Council Meeting of January 24, 2005 be dispensed with and the minutes approved as printed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bills and Payroll

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

Respectfully,

Brian J. Barnes  
Director of Finance

Tom Hamilton  
City Manager

(ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Crawford, seconded by Alderman Gibson that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The seventeenth partial payment to Central Illinois Arena Management Inc. in the amount of \$45,532.93 on a contract amount of \$738,188.75 of which \$381,835.57 will have been paid to date for work certified as 51% complete for the Professional Services. Completion date - December 2005.
2. The twenty-ninth partial payment to Brisbin, Brook, Beynon Architects in the amount of \$9,918.53 on a contract amount of \$1,421,000 of which \$1,246,752.21 will have been paid to date for work certified as 88% complete for the Arena Architects. Completion date - April 2006.
3. The seventeenth partial payment to Johnston Contractors, Inc. in the amount of \$150,778.40 on a contract amount of \$3,374,550 of which \$2,006,853.33 will have been paid to date for work certified as 59% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
4. The twelfth partial payment to Stark Excavating, Inc. in the amount of \$127,692 on a contract amount of \$3,557,749 of which \$2,643,544.80 will have been paid to date for work certified as 74% complete for the US Cellular Coliseum. Completion date - April 2006.
5. The fifth partial payment to Hoerr, Inc. in the amount of \$124,200 on a contract amount of \$782,930 of which \$569,399.98 will have been paid to date for work certified as 73% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
6. The eighth partial payment to IPC, Inc. in the amount of \$284,463 on a contract amount of \$4,694,900 of which \$3,733,450.21 will have been paid to date for work certified as 80% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.

7. The seventh partial payment to Merrill Iron & Steel, Inc. in the amount of \$106,365 on a contract amount of \$795,654 of which \$690,226.50 will have been paid to date for work certified as 87% complete for the Design/Build - Erection for the US Cellular Coliseum. Completion date - April 2006.
8. The fourth partial payment to Felmley Dickerson, Inc. in the amount of \$7,456.50 on a contract amount of \$729,727 of which \$60,088.50 will have been paid to date for work certified as 8% complete for the Design/Build - Misc. Metals for the US Cellular Coliseum. Completion date - April 2006.
9. The sixth partial payment to Felmley Dickerson, Inc. in the amount of \$2,304 on a contract amount of \$663,114 of which \$63,153 will have been paid to date for work certified as 10% complete for the Design/Build - General Trades for the US Cellular Coliseum. Completion date - April 2006.
10. The second partial payment to Henson Robinson Co. in the amount of \$151,232.40 on a contract amount of \$1,015,685 of which \$266,958 will have been paid to date for work certified as 26% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
11. The fourth partial payment to Kelly Glass in the amount of \$11,808 on a contract amount of \$305,398 of which \$151,173 will have been paid to date for work certified as 50% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
12. The second partial payment to Associated Constructors, Co., Inc. in the amount of \$37,800 on a contract amount of \$961,302 of which \$85,050 will have been paid to date for work certified as 9% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
13. The sixth partial payment to Automatic Fire Sprinkler, LLC in the amount of \$16,177.50 on a contract amount of \$355,000 of which \$93,100.50 will have been paid to date for work certified as 26% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
14. The ninth partial payment to G.A. Rich & Sons in the amount of \$103,870.80 on a contract amount of \$1,194,558 of which \$456,618.60 will have been paid to date for work certified as 38% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
15. The fourteenth partial payment to Mid-Illinois Mechanical, Inc. in the amount of \$296,860 on a contract amount of \$3,387,343 of which \$1,325,481.69 will have been paid to date for work certified as 39% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.

16. The third partial payment to CIMCO Refrigeration, Inc. in the amount of \$56,351.70 on a contract amount of \$1,591,141 of which \$478,763.10 will have been paid to date for work certified as 30% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
17. The eighth partial payment to D & H Electric in the amount of \$135,234 on a contract amount of \$2,777,272 of which \$668,025 will have been paid to date for work certified as 24% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
18. The third partial payment to Felmley Dickerson, Inc. in the amount of \$1,093.50 on a contract amount of \$15,200 of which \$2,443.50 will have been paid to date for work certified as 16% complete for the Design/Build - Doors, Frames, & Hardware for the US Cellular Coliseum Parking Deck. Completion date - April 2006.
19. The sixth partial payment to Felmley Dickerson, Inc. in the amount of \$110,187.90 on a contract amount of \$823,000 of which \$715,077.90 will have been paid to date for work certified as 87% complete for the Design/Build - Concrete, Excavating, & Foundation for the US Cellular Coliseum Parking Deck. Completion date - April 2006.
20. The ninth partial payment to Johnston Contractors, Inc. in the amount of \$31,247.16 on a contract amount of \$371,005 of which \$277,235.03 will have been paid to date for work certified as 75% complete for the Design/Build for the US Cellular Coliseum Parking Deck. Completion date - April 2006.
21. The third partial payment to Pipeworks, Inc. in the amount of \$20,160 on a contract amount of \$65,500 of which \$56,430 will have been paid to date for work certified as 86% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
22. The first partial payment to Otto Baum Co., Inc. in the amount of \$25,200 on a contract amount of \$34,000 of which \$25,200 will have been paid to date for work certified as 74% complete for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
23. The second partial payment to Area Erectors, Inc. in the amount of \$14,634 on a contract amount of \$150,175 of which \$22,711.50 will have been paid to date for work certified as 15% complete for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
24. The first partial payment to Otis Elevator, Inc. in the amount of \$19,867 on a contract amount of \$55,900 of which \$19,867 will have been paid to date for work certified as 36% complete for the US Cellular Coliseum Parking Garage. Completion date - April 2006.

25. The first partial payment to McDaniel Fire Systems in the amount of \$10,771.20 on a contract amount of \$14,960 of which \$10,771.20 will have been paid to date for work certified as 72% complete for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
26. The first partial payment to Du-Mont Company in the amount of \$1,800 on a contract amount of \$18,000 of which \$1,800 will have been paid to date for work certified as 10% complete for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
27. The third partial payment to D & H Electric & Heating Co. in the amount of \$4,221 on a contract amount of \$108,500 of which \$48,199.50 will have been paid to date for work certified as 44% complete for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
28. The ninth partial payment to Technical Design Services, Inc. in the amount of \$8,451.78 on a contract amount of \$48,200 of which \$34,813.75 will have been paid to date for work certified as 72% complete for the Cabling System for the US Cellular Coliseum Telecommunications System. Completion date - March 2006.
29. The fifth partial payment to Felmley Dickerson, Inc. in the amount of \$15,000 on a contract amount of \$212,000 of which \$85,000 will have been paid to date for work certified as 40% complete for the Library Expansion. Completion date - July 2006.
30. The second partial payment to Lohmann Golf Design in the amount of \$7,437.50 on a contract amount of \$20,625 of which \$14,875 will have been paid to date for work certified as 72% complete for the Prairie Vista Golf - Renovation of the 18th Hole. Completion date - June 2007.
31. The first partial payment to Farnsworth Group in the amount of \$12,013.14 on a contract amount of \$19,000 of which \$12,013.14 will have been paid to date for work certified as 63% complete for the Illinois Transportation Enhancement Program Grant Application. Completion date - January 2006.
32. The fourth partial payment to Terracon Consultants, N.E. Inc., (Dept. 1277) in the amount of \$11,146.25 on a per ton and hour contract of which \$76,617.25 will have been paid to date for work certified as ongoing. Completion date - July 2006.
33. The second partial payment to Rowe Construction in the amount of \$224,370.08 on a contract amount of \$745,000 of which \$367,778.75 will have been paid to date for work certified as 49.4% complete for the 2005-2006 General Resurfacing. Completion date - October 2005.

34. The second partial payment to Rowe Construction in the amount of \$164,279.36 on a contract amount of \$500,000 of which \$385,320.37 will have been paid to date for work certified as 77% complete for the 2005-2005 MFT General Resurfacing. Completion date - October 2005.
35. The twenty first partial payment to Stark Excavating, Inc. in the amount of \$11,900 on a contract amount of \$2,518,251.70 of which \$2,365,628 will have been paid to date for work certified as 94% complete for the Airport Road - Route 9 to Gill Street. Completion date - November 2005.
36. The sixth partial payment to Rowe Construction in the amount of \$54,829 on a contract amount of \$843,492.81 of which \$436,288 will have been paid to date for work certified as 52% complete for the Hershey Road Widening - Yorktown to Eastland. Completion date - October 2005.
37. The fourth partial payment to Clark Dietz, Inc. in the amount of \$3,350.33 on a contract amount of \$330,000 of which \$61,056.33 will have been paid to date for work certified as 19% complete for the Hamilton Road - Timberlake to Main Street. Completion date - December 2006.
38. The twenty first partial payment to Clark Dietz, Inc. in the amount of \$433.46 on a contract amount of \$366,591.65 of which \$341,705.45 will have been paid to date for work certified as 93% complete for the Hamilton Road - Greenwood to Timberlake Lane. Completion date - August 2005.
39. The fourth partial payment to Lewis, Yockey & Brown, Inc. in the amount of \$1,341.50 on a contract amount of \$120,000 of which \$36,497.85 will have been paid to date for work certified as 30% complete for the Dr. M.L. King Jr. Dr. - Washington to Oakland. Completion date - December 2005.
40. The third partial payment to Daily & Associates Engineering, Inc. in the amount of \$13,880.02 on a contract amount of \$339,497 of which \$41,703.01 will have been paid to date for work certified as 12% complete for the Mitsubishi Motorway Study - Design and Specifications. Completion date - January 2006.
41. The fourth partial payment to Clark Dietz, Inc. in the amount of \$6,381.42 on a contract amount of \$44,000 of which \$28,276.02 will have been paid to date for work certified as 64% complete for the Sugar Creek Headwater Study. Completion date - January 2006.
42. The eighth partial payment to Clark Dietz, Inc. in the amount of \$380 on a contract amount of \$22,000 of which \$9,605.68 will have been paid to date for work certified as 44% complete for the Water Department Emergency Response Plan. Completion date - December 2005.

43. The fourth partial payment to Farnsworth Group in the amount of \$100 on a contract amount of \$35,000 of which \$31,966.09 will have been paid to date for work certified as 91% complete for the Study of Powder Activated Carbon for Taste and Odor Removal at the Bloomington Water Treatment Plant. Completion date - October 2005.
44. The fifth partial payment to Farnsworth Group in the amount of \$15,154.58 on a contract amount of \$50,500 of which \$49,048.77 will have been paid to date for work certified as 97% complete for the Preliminary Study for the Location and Sizing of Main Branch of Kickapoo Pump Station, Force Main and Gravity Sewer. Completion date - November 2005.
45. The second partial payment to George Gildner, Inc. in the amount of \$117,000 on a contract amount of \$336,413 of which \$154,000 will have been paid to date for work certified as 46% complete for the US Cellular Coliseum Water Main Improvements. Completion date - October 2005.
46. The first partial payment to Clark Dietz, Inc. in the amount of \$1,049.41 on a contract amount of \$32,000 of which \$1,049.41 will have been paid to date for work certified as 3% complete for the James Place Water Main. Completion date - October 2006.
47. The ninth 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 \$33,750 will have been paid to date for work certified as 75% complete for the McLean County Economic Development. Completion date - December 2008.
48. The sixth partial payment to Thompson Dyke, & Associates in the amount of \$29,950 on a contract amount of \$227,450 of which \$173,800 will have been paid to date for work certified as 76.41% complete for the Holiday Pool/Park Renovation. Completion date - August 2006.
49. The sixth partial payment to Thompson Dyke & Associates in the amount of \$1,090.66 on a contract amount of \$41,750 of which \$38,250 will have been paid to date for work certified as 91% complete for the Miller Park Zoo Development - South End. Completion date - December 2006.
50. The fourth partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$2,493 will have been paid to date for work certified as 33% complete for the John M. Scott Home Delivered Meals. Completion date - May 2006.
51. The fourth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$8,328 will have been paid to date for work certified as 33% complete for the Peace Meals. Completion date - April 2006.
52. The second partial payment to Darla Carmona in the amount of \$2,709.87 on a contract amount of \$100,000 of which \$22,709.87 will have been paid to date for work certified as 23% complete for the Facade Program. Completion date - August 2006.



53. The third partial payment to Robert Vericella in the amount of \$6,599.43 on a contract amount of \$100,000 of which \$29,309.30 will have been paid to date for work certified as 29% complete for the Facade Program. Completion date - August 2006.
54. The second partial payment to McLean County Soil and Water Conservation in the amount of \$14,633.50 on a contract amount of \$58,534 of which \$29,267 will have been paid to date for work certified as 50% complete for the Professional Services. Completion date - Annual.
55. The seventeenth partial payment to Turner Construction Company in the amount of \$6,518 on a contract amount of \$187,824 of which \$129,162 will have been paid to date for work certified as 68.77% complete for the Project Management Services for the Bloomington Center for the Performing Arts. Completion date - June 2006.
56. The fifth partial payment to P.J. Hoerr, Inc. in the amount of \$469,368.12 on a contract amount of \$11,107,322.92 of which \$1,919,078.44 will have been paid to date for work certified as 17% complete for the Renovation of the Bloomington Center for the Performing Arts.

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 42. The eighth partial payment to Clark Dietz, Inc. in the amount of \$380 on a contract amount of \$22,000 of which \$9,605.68 will have been paid to date for work certified as 44% complete for the Water Department Emergency Response Plan. Completion date - December 2005. Tom Hamilton, City Manager, responded affirmatively regarding the amount.**

**Alderman Crawford questioned Payment 43. The fourth partial payment to Farnsworth Group in the amount of \$100 on a contract amount of \$35,000 of which \$31,966.09 will have been paid to date for work certified as 91% complete for the Study of Powder Activated Carbon for Taste and Odor Removal at the Bloomington Water Treatment Plant. Completion date - October 2005. Tom Hamilton, City Manager, responded affirmatively regarding the amount.**

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of August, 2005

Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the month of August, 2005 were presented for Audit by the Township Supervisor.

The Audit of these accounts took place on Monday, September 26, 2005 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

Respectfully,

Tracey Covert  
City Clerk

**Motion by Alderman Crawford, seconded by Alderman Gibson that the audit of the bills and payrolls for the Township for the month of August, 2005 be made a matter of record.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

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

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

1. Motor Fuel Tax Allotment for the month of August, 2005.
2. Monthly Receipt & Expenditure Report, August, 2005.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

REPORTS ON FILE IN CLERK'S OFFICE

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Request to Pay Hermes Sales and Service, Inc. for Emergency Replacement of A/C Roof Unit that Cools Computer Services, Server Room

Monday, Aug. 28, Staff was informed the roof top air conditioning unit that provides the primary cooling for Computer Services, Server Room was down. This unit was 18 years old and was going to be replaced as part of the FY 06-07 budget. Due to these factors it was staff's opinion that replacing the unit was the better solution than replacing the compressor.

Staff contacted Hermes Service, Inc. (Hermes) to install a new A/C Unit. The unit was installed on Tuesday, Aug. 29, 2005. Hermes has submitted a invoice in the amount of \$7,475. Staff has reviewed the invoice and finds it to be in order.

Staff respectfully requests that Council approve the payment in the amount of \$7,475 to Hermes for the replacement of the primary air conditioning unit that cools the Computer Services, Server Room. Payment will come from the Building Alterations Account (G15480-72520).

Respectfully,

Mark Huber  
Director of PACE

Tom Hamilton  
City Manager

**Motion by Alderman Crawford, seconded by Alderman Gibson 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Pay Stark Excavating, Inc. for Emergency Sewer Repair

Recently, it was discovered that a manhole had collapsed in the public parking lot (former Main Street right-of-way) adjacent to the Lincoln Parking Deck. It was determined that the need for the repairs was urgent to protect the public safety. Due to the depth of the sewer and the scope of the work, the Public Service Department requested the Engineering Department retain a contractor to make the repair.

Due to a conflict with an existing electrical vault, the manhole was abandoned, 40 feet of new sewer laid, the excavation backfilled and the pavement replaced. Stark Excavating, Inc. has submitted a time and materials bill in the amount of \$17,559.43. City staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$17,559.43 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 Crawford, seconded by Alderman Gibson 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Payment for the Cleaning of the Mackinaw River Pumping Pool

During the drought this summer, staff was preparing to use the Mackinaw River Pumping Pool in the event that conditions warranted its use. Part of those preparations included removing the silt that accumulated when the bottom land, where the pool is located, flooded during high flows on the river.

Staff retained Stark Excavating, Inc. to conduct this work. This project was completed on a time and material basis. Staff supervised the work and it was completed in a timely and professional fashion. Stark Excavating, Inc. has submitted an invoice in the amount of \$8,454.25. City staff has reviewed the bill and finds it to be in order.

Staff respectfully recommends that Council approve a payment in the amount of \$8,454.25 to Stark Excavating, Inc. for the removal of silt from the Mackinaw River Pumping Pool with payment to be with funds from the Water Department, Purification Division, Operation and Maintenance accounts, Other Purchased Services (Account # 5010- X50130-70990).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Alderman Purcell questioned this item. Craig Cummings, Director of Water, addressed the Council. He noted that the pool should be clear. This work was done in anticipation of its use. The pool is located in the flood plain. Its use was dependent upon flood events which could occur at any time.**

**Motion by Alderman Crawford, seconded by Alderman Gibson 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Payment for Lake Bloomington Dam Spillway and Boat Ramp Repairs

Staff respectfully requests approval to pay to J.G. Stewart Contractors, Inc. for repairs made to the Lake Bloomington Dam spillway and the Lake Bloomington boat ramp. 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, and as the lake level declined, portions of the boat ramp that are normally under water became visible, it was apparent that the boat ramp was in need of repair. Staff called J.G. Stewart Contractors, Inc., the City's 2005 concrete contractor for repairs that were originally thought to be minor and small in scope. During the repair process, a thorough investigation revealed the more serious problem therefore staff elected to have the contractor continue the repairs.

J.G. Stewart Contractors, Inc., submitted an invoice for these repairs in the amount of \$114,093.13 and was found it to be in order. Staff respectfully requests that Council approve the payment to J. G. Stewart Contractors, Inc. for emergency repairs to the Lake Bloomington Dam spillway and boat ramp. Funds for these repairs will be paid 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

**Motion by Alderman Crawford, seconded by Alderman Gibson 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bid Analysis for the #18 Hole Remodeling at Prairie Vista Golf Course

A single bid was authorized to be opened by the City Council on September 12, 2005. The bid was received from The Bruce Company of Wisconsin, Inc. The bid for the project was \$209,526.90, and their price for the Alternate Bid was a deduct of \$12,155.32. They submitted all necessary documents including acknowledgment of all addenda, and completed all work sheets for a complete bid package including the required bid bond.

The Alternate Bid was the elimination of relocating the 18th tees further to the left to provide a more forgiving drive angle on forward tees. Staff recommends that this alternate not be accepted as this is a good price for doing this work and the relocation of the tees improve the likelihood of tee shots being driven toward the road and neighbors.

This bid includes everything to complete the construction project except the sodding, seeding and irrigation which will be performed by golf course staff. A total of \$96,000 has been reserved in the total budget of \$308,000 for these items yet to be purchased.

The architect's budget estimate for this part of the project was \$189,123. The Bruce Company's bid is \$20,403 over the estimate. Upon reviewing the bid, staff noted that there were two items that were over the estimate, including the cost of erosion control, (an Ordinance that was recently enacted) and the increased cost of asphalt for the replacement of the cart path (due to local market and oil prices).

The Bruce Company is a professional golf course contractor and was the contractor for The Den at Fox Creek. Staff is very pleased with the finished project, and the Palmer Course Design Company was also very pleased with their work. Additionally, staff is very pleased that The Bruce Company chose to bid this project and believe that they will do a fine job in capturing the flavor and intent of the architects' design of the hole. The 18th hole at Prairie Vista is a very popular closing hole.

Staff expects this project to begin October 17, 2005 following the State High School Boys Golf Tournament. If weather permits the project will be completed before winter sets in, but will not be ready for use until early spring.

In summary, staff respectfully recommends that Council approve a contact with The Bruce Company in an amount of \$209,526.90 for the #18 Hole Remodeling at Prairie Vista Golf Course and authorize the Mayor and City Clerk to execute the necessary documents. This project will be funded from the 2003 bond issue, Account # X40154-72570.

Respectfully,

Keith Rich  
Director Parks and Recreation

Tom Hamilton  
City Manager

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

**Motion by Alderman Crawford, seconded by Alderman Gibson that the bid be awarded to The Bruce Company in an amount of \$209,526.90 for the #18 Hole Remodeling at Prairie Vista Golf Course and authorize the Mayor and City Clerk 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**



To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for a Performance Stage for the U.S. Cellular Coliseum

Bids were opened on September 15, 2005, for (1) 48' x 80 Performance Stage. Twelve vendors were notified of the bid and four vendors responded. The bid tabulation follows:

Vendor Name	Vendor Location	Bid Amount
Mainstage Theatrical Supply	Milwaukee, WI	No Bid
StageRight	Farmington, MN	\$171,948.00*
SICO America	Minneapolis, MN	\$201,398.00 / \$188,310.00
Secoa	Champlin, MN	\$188,000.00

\* Recommended Bid

The bid from StageRight met all of the specifications in the bid. Staff respectfully requests that Council accept the low bid of \$171,948.00 submitted by StageRight and authorize the Purchasing Agent to issue a Purchase Order for same. Funds for this purchase are budgeted in F56200-72140, Coliseum Fixed Asset Replacement fund - capital outlay equipment other than office.

Respectfully,

Kim Nicholson  
Purchasing Agent

Tom Hamilton  
City Manager

**Motion by Alderman Crawford, seconded by Alderman Gibson that the bid be awarded to StageRight in the amount of \$171,948, and the Purchasing Agent be authorized to issue a Purchase Order for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for a Performance Spotlights for the U.S. Cellular Coliseum

Bids were opened on August 10, 2005, for (5) 3,000 watt spotlights and (2) 3,000 watt replacement bulbs. Fifteen vendors were notified of the bid and six vendors responded. The bid tabulation follows:

Vendor Name	Vendor Location	Bid Amount
Bandit Lights	Knoxville, TN	\$55,340.50**
Barbizon	Chicago, IL	\$57,536.46* / \$72,817.00
Theaterworks	Branson, MO	\$63,390.00**
Norcostco	Golden Valley, MN	\$65,130.00
Texas Scenic	San Antonio, TX	\$67,180.00
Indianapolis Stage	Indianapolis, IN	\$67,905.00

\* Recommended Bid

\*\* Non-responsive

The low bid from Bandit Lights and the bid from Theaterworks are non-responsive as neither bidder submitted the required bid deposit or bid bond. The low bid from Bandit Lights met all of the requirements in the specification for the spotlights. All of the other bids met all of the specifications and all other requirements.

Staff respectfully requests that Council accept the alternate bid of \$57,536.46 submitted by Barbizon and authorize the Purchasing Agent to issue a Purchase Order for same. The funds for this purchase are budgeted in X56110-71080, Coliseum Maintenance & Operations - Maintenance and Repair Supplies.

Respectfully,

Kim Nicholson  
Purchasing Agent

Tom Hamilton  
City Manager

**Motion by Alderman Crawford, seconded by Alderman Gibson that the bid be awarded to Barbizon in the amount of \$57,536.46, and the Purchasing Agent be authorized to issue a Purchase Order for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for a Forklift Truck for the U.S. Cellular Coliseum

Bids were opened on September 8, 2005, for one (1) 8,000 lb. Forklift truck. Ten vendors were notified of the bid and four vendors responded. The bid tabulation follows:

Vendor Name	Vendor Location	Bid Amount
Drake - Scruggs	Springfield, IL	No Bid
Dunmire Equipment	El Paso, IL	No Bid
RW Equipment	Bloomington, IL	\$35,922.25*
Doosan Infracore	Warrensville Heights, OH	\$33,270.00

\* Recommended Bid

The low bid from Doosan Infracore met the bid specifications, however, previous experience with the forklift truck that Doosan Infracore bid is of serious concern. Coliseum staff has experienced poor performance from the Daewoo brand forklift truck where an abundance of downtime was required for maintenance and repair. An additional concern is the ability to locate a Daewoo repair facility or technician within a reasonable driving distance/time to the Coliseum.

While staff has not had any prior experience with the Toyota forklift truck submitted by R.W. Equipment, there are no known operational concerns and R.W. Equipment is easily accessible for maintenance or repair. The bid from R.W. Equipment met all of the specifications in the bid. Staff respectfully requests that Council accept the bid of \$35,922.25 submitted by R.W. Equipment and authorize the purchasing agent to issue a purchase order for same. Funds for this purchase budgeted in F56200-72140, Coliseum Fixed Asset Replacement fund - capital outlay equipment other than office.

Respectfully,

Kim Nicholson  
Purchasing Agent

Tom Hamilton  
City Manager

**Alderman Sprague noted that the three (3) previous items, (Performance Stage, Performance Spotlight, and Forklift Truck), will be charged to different accounts. Tom Hamilton, City Manager, addressed the Council. Fixed assets were depreciable items.**

Spotlights were coded as supplies. Alderman Sprague questioned if the Performance Stage and Forklift Truck were a part of the Furnishings, Fixtures and Equipment (FFE) budget. Mr. Hamilton responded affirmatively. \$2 million had been budgeted in a number of accounts. The forklift would also be used by the Pepsi Ice Center, (public ice sheet). Alderman Sprague questioned if the Pepsi Ice Center had an FFE budget. Mr. Hamilton responded affirmatively. \$400,000 had been budgeted. Alderman Sprague questioned if the expenses could be broken out. Mr. Hamilton noted that these costs were generally provided separately.

Motion by Alderman Crawford, seconded by Alderman Gibson that the bid be awarded to R.W. Equipment in the amount of \$35,922.25 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, Sprague, Matejka and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids - Water Purification Chemicals

Bids were opened in the City Clerk's office on August 24, 2005, for the annual supply of chemicals used for water purification. Attached is an analysis of all bids received for the chemicals.

The following bids have been evaluated to be the lowest bid and/or the best provider of product and service:

CHEMICAL	VENDOR	2005/06 Bid Per Ton Delivered	2004/05 Bid Per Ton Delivered	Per cent Change
Ferric Sulfate	Kemiron Co.	\$125.00	\$111.69	12%
Carbon Dioxide	BOC Gases	\$49.00	\$50.75	-3%
Sodium HexaMeta Phosphate	Calciquest	\$1,320.00	\$886.00	49%
Liquid Chlorine	Rowell Chemical Corporation	\$479.00	\$400.00	20%

Rotary Quicklime	Mississippi Lime Company	\$107.28	\$96.00	12%
Anhydrous Ammonia	Tanner Industries	\$780.00	\$740.00	5%
Hydro Fluosilicic Acid	LCI, Ltd.	\$202.00	\$151.00	34%

Increases in fuel and energy costs are responsible for a large portion of the increases in chemical costs this year.

Staff respectfully recommends that the bids be awarded to the above vendors and that the Purchasing Agent be authorized to issue purchase orders for these chemicals for the period of one year, beginning September 1, 2005 through August 31, 2006.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Alderman Huette questioned this item. He questioned if costs were increasing as it appeared that they were in fact decreasing. Craig Cummings, Director of Water, addressed the Council. He stated that he would have to review the data. He added that some of these chemicals were supplied from gulf coast states.**

**Motion by Alderman Crawford, seconded by Alderman Gibson the bids be awarded to the various vendors and the Purchasing Agent be authorized to issue Purchase Orders for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Communication Center Equipment

With the return to emergency dispatch at the Police Department, it is necessary to purchase equipment to link the existing radio equipment to the soon to be installed dispatch workstations. The first step in this process was to pick a vendor for the equipment.

At the January 10, 2005 Council meeting, Motorola was selected as that vendor. Meetings were then held between members of the Police and Fire Departments and members of Motorola's staff. Those meetings resulted in the submission of a proposal by Motorola for the purchase and installation of five (5) Motorola Centracom Gold Elite Consoles and the necessary hardware and software to connect these systems to the existing radio equipment. The amount of this proposal is \$489,886.

This equipment will allow the telecommunicators access the proper radio frequencies and communicate with the proper field units. As all items are in order, staff respectfully requests that Council waive the formal bidding process, accept the proposal from Motorola in the amount of \$489,886, authorize the Purchasing Agent to issue a Purchase Order for same, and the Resolution be adopted. Funds for this purchase have been budgeted in account F15118-72120.

Respectfully,

Roger J. Aikin  
Chief of Police

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 119**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF COMMUNICATION CENTER EQUIPMENT  
AT A PURCHASE PRICE OF \$489,886**

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 Communication Center Equipment at a Purchase Price of \$489,886.

Adopted this 26<sup>th</sup> day of September, 2005.

Approved this 27<sup>th</sup> day of September, 2005.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

Alderman Sprague questioned the how the City could recoup these dollars from the Emergency Telephone System Board. Jeff Sanders, Asst. Police Chief, addressed the Council. He did not believe that these expenses would be recoverable. There would be additional expenses at a later date. Alderman Sprague also cited the purchase of equipment and furniture for same. Asst. Chief Sanders noted that based upon the settlement agreement some costs were higher than expected. Alderman Sprague questioned this amount. Asst. Chief Sanders cited the following amounts: \$56,000, \$279,000, and \$9,300 for network costs. Alderman Sprague stated that he had received a list of expenses to pull out of METCOM (Metro McLean County Communication Center). The actual cost appeared to be \$300,000 more. He expressed his opinion that this was not service.

Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived and the proposal in the amount of \$489,886 for the Communication Center Equipment be accepted, 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, Sprague, Matejka and Purcell.

**Nays:** None.

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Police Department Physical Security

In an effort to improve the physical security of the Police Department, a site survey of the facility was completed and recommendations were made to improve the security of the building and underground parking areas. Included in these recommendations were installing electronically controlled gates on the two parking decks and improving the security access to the main elevator. It was also suggested that the stairway from the parking decks to the upper deck have its security upgraded with the installation of electronically controlled locks and access systems.

Staff met with MIDCO Security Company representatives who installed and maintain the security equipment in the Police building. MIDCO is currently contracted for the maintenance of the current equipment and all installed equipment would then be compatible with the previously installed equipment

At staff's request, MIDCO provided a quote for the needed equipment and installation in the amount of \$107,718.70. On September 12, 2005 Council approved a grant from Illinois Law Enforcement Alarm System (ILEAS) in the amount of \$50,000 for the hardening of the Police Building. This would leave the City's portion of the cost of \$57,718.70. These funds will come from the Police Department Fixed Asset Replacement Fund, F15110-72140.

Staff respectfully requests that the formal bidding process be waived, the quote from MIDCO be accepted in the amount of \$107,718.70, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

Respectfully,

Roger J. Aikin  
Chief of Police

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 120**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF POLICE DEPARTMENT PHYSICAL  
SECURITY AT A PURCHASE PRICE OF \$107,718.70**

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 Police Department Physical Security at a Purchase Price of \$107,718.70.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, the quote from MIDCO in the amount of \$107,718.70 be accepted, the Purchasing Agent be authorized to issue a Purchase Order, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Waive the Formal Bidding Process and Purchase Replacement Ballistic Vests

Staff respectfully requests that Council waive the formal bidding process and authorize the purchase of replacement ballistic vests for officers whose ballistic vest has reached the manufacturer's expiration date of September 30, 2005, for a total of fourteen vests.

The vests will be purchased from Ray O'Herron through the State of Illinois Joint Purchasing Contract. The price for each vest is \$395 for a total cost of \$5,530. Staff respectfully requests that Council waive the formal bidding process and approve the purchase of fourteen replacement vests from Ray O'Herron for a total amount of \$5,530, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted. Funds for this purchase have been budgeted in account #G15152-62191.

Respectfully,

Roger J. Aikin  
Chief of Police

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 121**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF REPLACEMENT BALLISTIC VESTS  
FROM RAY O'HERRON, AT A PURCHASE PRICE OF \$5,530**

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 Replacement Ballistic Vests from Ray O'Herron, at a Purchase Price of \$5,530.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Alderman Finnegan questioned this item and the fact that these vests degrade over time. Jeff Sanders, Asst. Police Chief, addressed the Council. The vests were manufactured to last five (5) years. The fabric often deteriorates faster. There were fifteen (15) vests that had already expired. Each vest must be certified.**

**Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, the replacement vests purchased from Ray O'Herron, in the amount of \$5,530, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve the Purchase of Sod for Prairie Vista Golf Course

The City is currently widening Hamilton Road which passes in front of the Prairie Vista Golf Course. This street project affects the 17th and 18th holes on the golf course as the additional right-of-way needed was taken from the golf course side of the road. Lohmann Golf Designs was hired to reconfigure the hole to lessen the risk of damage to automobiles and property on the north side of Hamilton Road from errant golf balls.

It is the intention of the Parks and Recreation Department to seed and sod the effected area in house after the finished grading is completed. The estimated budget for this work was \$87,000.

Kerry Satterwhite, Superintendent of Golf Maintenance, took quotes on bentgrass sod for the tees and fairway and bluegrass sod for the roughs. These quotes were as follows:

WASHED BENTGRASS SOD FOR TEES (2,500 square yards)

FIRM	UNIT PRICE	TOTAL PRICE
H & E Sod Nursery, Inc. (Markham, IL)	\$7.51/Sq. Yd.	\$19,150*
Huber Sod Ranch (Schneider, IN)	7.83/Sq. Yd.	19,967

BENTGRASS SOD FOR FAIRWAY (7,500 square yards)

Sod USA (Bloomington, IL but sod is out of Union Grove, WI)	\$4.23/Sq. Yd.	\$31,725
H & E Sod Nursery, Inc. (Markham, IL)	4.72/Sq. Yd.	35,400**
Huber Sod Ranch (Schneider, IN)	6.03/Sq. Yd.	45,225

BLUEGRASS SOD (18,500 square yards)

M & M Turf Farm (Lexington, IL)	\$1.23/sq. Yd.	\$22,755*
Sod USA (Sod is from Union Grove, WI)	1.26/sq. Dy.	23,310
D.A. Hoerr & Sons, Inc. (Peoria, IL)	1.39/Sq. Yd.	25,715
H & E Sod Nursery, Inc. (Markham, IL)	1.48/Sq. Yd.	27,380
Huber Sod Ranch (Schneider, IN)	1.53/Sq. Yd.	28,305

\*Low and recommended quote\*\*

\*\*Recommended quote

Staff prefers sodding rather than seeding in order to get these holes back into play next spring as soon as possible. The low quote for the washed bentgrass sod and the bluegrass sod is being recommended, and the second lowest quote for the fairway bentgrass sod is being recommended. Staff selected the second lowest bidder, H & E Sod Nursery because this firm can supply the sod in big rolls resulting in reduced labor cost to lay and because the larger rolls produce fewer seams. Additionally, staff is familiar with this firm and they have supplied good product in the past. Staff is not familiar with the firm from Wisconsin, nor the soil conditions where the sod is grown, and the percentage of poa annua in this sod.

Staff respectfully requests that Council waive the formal bidding process and accept the competitive quotes of \$19,150 and \$35,400 from H & E Sod Nursery for the bent grass sod, \$22,755 from M & M Turf Farm for the bluegrass sod, authorize the Purchasing Agent to issue a purchase order for same, and a Resolution be adopted. Funds for this project will come from the 2003 bond issue, Account # X40154-72570.

Respectfully,

Jerry Armstrong,  
Asst. Director Parks & Recreation

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 122**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF BENTGRASS SOD FOR THE TEES AND  
FAIRWAY AND BLUEGRASS SOD FOR THE ROUGHS AT A PURCHASE PRICE OF  
\$19,150 AND \$35,400 FROM H & E SOD NURSERY FOR THE BENT GRASS SOD,  
\$22,755 FROM M & M TURF FARM FOR THE BLUEGRASS SOD**

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 bentgrass sod for the tees and fairway and bluegrass sod for the roughs at a purchase price of \$19,150 and \$35,400 from H & E Sod Nursery for the bent grass sod, \$22,755 from M & M Turf Farm for the bluegrass sod.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, the competitive quotes of \$19,150 and \$35,400 from H & E Sod Nursery for the bent grass sod, \$22,755 from M & M Turf Farm for the bluegrass sod be accepted, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution be adopted.**

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

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

**Nays: None.**

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

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve Permission to Extend 50/50 Sidewalk Contract for Improvements to O'Neil Park Baseball Field

This year the City budgeted \$100,000 to make improvements in the O'Neil Park Baseball Field. These improvements include new fencing, restroom renovation, bleachers, bleacher pads, and sidewalks for accessibility. It is the intention of the Parks and Recreation Department to bring this facility up to current code and make it handicapped accessible.

The bleachers that were at the facility when the City took it over from the American Legion were scrapped due to their condition and because they did not meet current code. The plan is to pour concrete bleacher pads and sidewalks so they will be accessible and easy to clean under.

J.G. Stewart Contractors, Inc. has the current 50/50 sidewalk replacement contract with the City. The price for four (4) inch concrete in this contract is \$3.75 per square foot. It is estimated that 8,000 square feet of concrete would be required for this project which taken by \$3.75 would come to \$30,000.

At the September 12, 2005 Council meeting the question was raised whether the \$3.75 per square foot price was a legitimate price due to the amount of work required at this one location. The 50/50 sidewalk bid was reviewed and there is a pay item of \$1.10 per square foot for sidewalk removal and \$1.00 per linear foot for saw cutting. Thus the \$3.75 per square foot would not be the only cost the City would incur on a sidewalk project.

Staff questioned whether J.G. Stewart Contractors could perform this work for less than the \$3.75 price. J.G. Stewart Contractors indicated that the \$3.75 price was needed due to the scoring pattern that was requested and because there is always a certain amount of surface preparation necessary even if pouring on grade. The City paid \$3.75 per square foot on a similar sized job to Rowe Construction in the Hershey Road widening between Eastland Dr. and Yorktown Dr.

After this review, staff felt that the \$3.75 per square foot for 4" concrete was a fair price. Staff respectfully request that Council waive the formal bidding process, an extension in the 50/50 Sidewalk Contract to J.G. Stewart Contractors be approved in an amount not to exceed \$30,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted. This would leave a balance of \$60,710.30 in the Capital Improvement Fund, account X40100-72570 to complete this project.

Respectfully submitted,

Jerry Armstrong,  
Asst. Director Parks & Recreation

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 123**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING AN EXTENSION IN THE 50/50 SIDEWALK CONTRACT TO J.G.  
STEWART CONTRACTORS, INC., BE APPROVED IN AN AMOUNT NOT TO  
EXCEED \$30,000**

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

1. That the bidding process be waived and an extension in the 50/50 Sidewalk Contract to J.G. Stewart Contractors, Inc., be approved in an amount not to exceed \$30,000.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, an extension in the 50/50 Sidewalk Contract to J.G. Stewart Contractors, Inc. be approved in an amount not to exceed \$30,000, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve the Purchase of Meter Reading Equipment for the Water Department

The Water Department is currently upgrading the meter reading equipment to current models. These new models will read the department's existing meters and are capable of reading radio signal transmitting meters. These radio signal transmitting meters are being installed in a pilot project to determine cost savings. Staff sought a quotations from the current water meter dealer, Northern Water Works, for this equipment and received the following quotation:

Item	Price each	Extended Price
(3) Windows CE Hand held unit	\$3,764.71	\$11,294.13
(3) HHU 2380 Unit	\$1,235.30	\$3,705.90
(3) Recharging Cradle	\$420.59	\$1,261.77
<b>TOTAL</b>		<b>\$16,261.80</b>

This equipment replacement was budgeted in the Water Department's 2005/06 fixed asset budget. Staff has reviewed this quotation and found it to be in order. Staff respectfully requests that Council waive the formal bidding process, accept the quotation from Northern Water Works for the Water Department meter reading equipment upgrade in the amount of \$16,261.80, authorize the Purchasing Agent to issue a Purchase Order for same, and the Resolution be adopted. Funds for this equipment will be paid for with funds from the Water Department, Water Equipment Replacement Fund, Equipment Other Than Office (Account # F50300-50110-72140).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 124**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF WATER DEPARTMENT METER READING  
EQUIPMENT UPGRADE FROM NORTHERN WATER WORKS AT A PURCHASE  
PRICE OF \$16,261.80**

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 Water Department meter reading equipment upgrade from Northern Water Works at a Purchase Price of \$16,261.80.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Alderman Finnegan questioned this item, (meter reading equipment). Tom Hamilton, City Manager, noted that there would be a unit on each meter. Craig Cummings, Director of Water, addressed the Council. He affirmed Mr. Hamilton's statement. The meter reading equipment would also have a radio reader. The plan was to migrate to a drive by route. He described the plan as an evolution. Alderman Finnegan questioned the cost per house. Mr. Cummings noted that there were over 27,000 residential accounts. Quantity discounts were available. The initial cost for the pilot program was \$150 each. The radio signal would mean that City staff would not longer need to access a citizen's home. There was a good range on the radio signal. The initial test was positive.**

**Alderman Huette questioned the pay back. Mr. Cummings noted the cost savings would be in personnel costs. Drive by routes would provide a better work environment. It would perform the accounting for the water bill. The work would be completed faster which would result in labor savings. Actual cost savings have not been calculated. This would be included in the pilot program.**

**Mayor Stockton questioned costs per house and per meter. He questioned if the homeowner would be expected to make a contribution to the program. Mr. Cummings responded negatively.**

**Alderman Crawford questioned a water rate increase. Mr. Hamilton reminded the Council that a complete review which would include this program would be presented to the Council as a package. He noted that the last time there was a meter upgrade the homeowners were billed. He described that program as a nightmare. City staff was unsure if the program would be successful. He supported the pilot program.**

**Alderman Crawford questioned the number of water meter readers. Mr. Cummings noted that there were three (3) full time staff. Other staff members provide**



assistance as necessary. The City has been adding 700 new water accounts per year. Alderman Crawford questioned the cost savings. Mr. Hamilton noted cost avoidance – hiring additional staff in the future.

Alderman Finnegan stated that there were systems which transmitted this information over telephone line. Mr. Cummings noted that the telephone lines must be accessible. In addition, there would be a fee to use the wire service. The radio would have a bandwidth and the cost was minimal. Alderman Finnegan noted that if successful the two (2) systems would be blended in the future. Mr. Cummings stated that the City needed to be in tune with technology. At this time, the City was behind the curve.

Alderman Matejka requested to be kept informed in advance. He cited the cost for over 27,000 meters. He noted with new technology water meters may need to be replaced every five (5) years. Mr. Cummings informed the Council that the meter would be standard. There would be attachments which could be changed. This was the reason for the pilot program. City staff will evaluate the program and report back to the Council before final action.

Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, the Water Department meter reading equipment upgrade be purchased from Northern Water Works in the amount of \$16,261.80, 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, Sprague, Matejka and Purcell.

**Nays:** None.

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Authorize the Purchase of a Boat Dock and Lift for the Lake Bloomington Police Department Patrol Boat

The Lake Bloomington Police Department Patrol Boat currently launched and removed from Lake Bloomington by boat trailer, as needed. Staff has determined that wear and tear on the boat could be reduced and patrol efficiency increased, with the addition of a hydraulic boat lift which will lift it in and out of the water at a floating boat dock. Staff sought quotations on this equipment and received the following quotations:

Item	Tiger Dock Systems	G & H Marine
Boat Dock System with roof, using treated lumber decking	\$11,792.00	\$19,147.00
Assembly and Installation	\$2,800.00	Included
HydroHoist	\$4,663.00	Included
Centering Guides	\$134.10	Included
Mini Power Station	\$305.00	\$298.00
<b>TOTAL</b>	<b>\$19,649.10</b>	<b>*\$19,445.00</b>

\*Low Bidder

This project was budgeted in the 2005/06 Water Department fixed asset budget. Staff respectfully requests that Council waive the formal bidding process, accept the low quote from G & H Marine of Decatur, authorize the Purchasing Agent to issue a Purchase Order for same, and a Resolution be adopted. Funds for this project will be paid from the Water Department, Water Equipment Replacement Fund, Equipment Other Than Office (Account # F50300-50140-72140).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 125**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF A BOAT DOCK AND LIFT FOR THE LAKE  
BLOOMINGTON POLICE DEPARTMENT PATROL BOAT AT A PURCHASE PRICE  
OF \$19,445**

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 Boat Dock and Lift for the Lake Bloomington Police Department Patrol Boat at a Purchase Price of \$19,445.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**Alderman Purcell questioned this item. Tom Hamilton, City Manager, addressed the Council. He noted that the Lake Ranger would use the boat to patrol the lake in an effort to enforce all rules and regulations for Lake Bloomington. He cited fishing, swimming, and safety issues. There was one (1) full time staff member who resided at the lake. The City hires seasonal staff for the summer. These individuals were not employees of the Police Department. They were a part of the Water Department. The McLean County Sheriff's Department provided back up law enforcement to the Lake Rangers.**

**Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, the quote from G & H Marine be accepted in the amount of \$19,445, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve a Professional Services Agreement with Consoer Townsend Envirodyne Engineers, (CTE) for the Design of Electrical Upgrades at the Water Treatment Plant

Staff proposes a project to upgrade the Water Treatment Plant Electrical system. These electrical system upgrades need to be made to allow the plant to remain in compliance with upcoming regulations, expand treatment capacity to planned levels and ensure the safe, efficient operation of the water treatment facility. This project was budgeted in the 2005/06 Water Department budget.

Staff solicited a proposal from CTE for the design of the upgrades as they had completed the last several Water Treatment Plant expansions/upgrades and possess all the data from those previous plans. Staff respectfully recommends that Council waive the formal bidding process, approve

the agreement with CTE for the design of electrical upgrades at the Water Treatment Plant in the amount of \$185,000, the Mayor and City Clerk be authorized to execute the necessary documents, and a Resolution be adopted. Funds for this project will be paid with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

### **RESOLUTION NO. 2005 - 126**

#### **A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING AN AGREEMENT WITH CONSOER TOWNSEND ENVIRODYNE, ENGINEERS FOR THE DESIGN OF ELECTRICAL UPGRADES AT THE WATER TREATMENT PLANT BE APPROVED IN THE AMOUNT OF \$185,000**

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

1. That the bidding process be waived and an agreement with Consoer Townsend Envirodyne, Engineers for the design of electrical upgrades at the Water Treatment Plant be approved in the amount of \$185,000.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

### **PROFESSIONAL SERVICE AGREEMENT**

**This Agreement** is made and entered into this 15<sup>th</sup> day of November 2005, by and between Consoer Townsend Envirodyne Engineers, Inc., 303 E. Wacker Drive, Chicago, Illinois, 60601, hereinafter refer-red 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 WHEREOF, 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  
November 15, 2005

By: Michael H. Winegard  
Vice President  
November 9, 2005

WITNESSED BY: Tracey Covert

ATTESTED By: Mildred R. Halloway

(EXHIBIT "A" OF THE CONTRACT ON FILE IN THE CITY CLERK'S OFFICE)

**Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, the agreement with Consoer Townsend Envirodyne Engineers in the amount of \$185,000 be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve a Professional Services Agreement with Clark Dietz, Inc. for the Design and Bidding Services for the Water Main Replacement Project on Barker, Hinshaw, Livingston, Tokio, Beyer and Miller Streets

Staff proposes a project to replace the water mains on Barker, Livingston, Tokio, Beyer and Miller Streets where the mains are old, undersized and the site of frequent water main breaks. Staff is targeting water main replacement projects in areas where the data indicates water mains are at the end of their useful life or for other reasons, such as corrosive soils, are subject to frequent water main breaks, or do not meet service requirements.

The water mains along Barker, Livingston, Tokio, Beyer and Miller Streets meet those criteria. Some fifteen (15) water main breaks have occurred in this area over the last five years. This project is being designed to provide a connection into the Woodbury Estates Subdivision and with the recent acquisition of an easement under the railroad tracks on Miller Avenue, another feed into this neighborhood. In order to upgrade the water mains in this area, the design will

provide for the installation of new water mains on each of the aforementioned streets along with new fire hydrants and services.

The project will improve system reliability, fire protection, pressure, and provide a new water line into this neighborhood with the extension of a water main under the railroad tracks where water mains previously dead-ended on either side of the tracks. New fire hydrants will be installed and where water service lines currently run through alleys or backyards, be replaced with water service lines that run from the front of the homes to the new water mains.

Clark Dietz, Inc. has been selected from a group of engineering firms that were requested to present qualifications for water main projects at the beginning of the fiscal year. Staff respectfully recommends that Council waive the formal bidding process, approve an Agreement with Clark Dietz, Inc. for Design Services for Phases I and II of this project in the amount of \$68,800, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted. Funds for this work will be paid with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 127**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING AN AGREEMENT WITH CLARK DIETZ, INC. FOR DESIGN  
SERVICES PHASE I AND II FOR THE WATER MAIN REPLACEMENT PROJECT  
ON BARKER, HINSHAW, LIVINGSTON, TOKIO, BEYER AND MILLER STREETS  
BE AUTHORIZED IN THE AMOUNT OF \$68,800**

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

1. That the bidding process be waived and an Agreement with Clark Dietz, Inc. for Design Services Phase I and II for the Water Main Replacement Project on Barker, Hinshaw, Livingston, Tokio, Beyer and Miller Streets be authorized in the amount of \$68,800.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**PROFESSIONAL SERVICES AGREEMENT****Project Name (“Project”)**

City of Bloomington  
Hinshaw Water Main Replacement Project

This Agreement is by and between

**City of Bloomington (“Client”)**

401 ½ S. East Street  
Bloomington, IL 61701

and

**Clark Dietz, Inc. (“Clark Dietz”)**

1817 South Neil Street, Suite 100  
Champaign, Illinois 61820

Who agree as follows:

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

**APPROVED for Client**

By: Stephen F. Stockton  
Title: Mayor  
Date: January 11, 2006

**Approved for Clark Dietz**

By: Richard J. Christensen  
Title: Vice President  
Date: September 12, 2005

**PART I  
SERVICES****A. Scope**

The following is the Scope of Engineering Services for the Hinshaw Water Main Replacement Project.

This project spans approximately 11,000 linear feet of local roadways, which includes the design and survey of new 6-inch and 8-inch water main, hydrants, service connections, surface restoration, and associated work and abandonment of the existing water main being replaced. The project area for water main replacement shall be divided into two phases. Phase 1 consists of approximately 7,000 linear feet of water main replacement and includes the following areas:

Hinshaw Ave. from Wood Street to Miller Street

Miller Street from Partner Place to Barker Street

Barker Street from Miller Street to Tokio Street

Livingston Street from Miller Street to Tokio Street

Beyer Street from Barker Street to Livingston Street

Barker Street from Tokio Street to House 1309

Tokio Street from Hinshaw Ave to Livingston Street

Western Street from Folsom Street to Wood Street

Water service connections will be relocated on Pancake Street from Wood Street to Miller Street and on Wood Street from Pancake Street to Barker Street.

Phase 2 consists of approximately 4,000 linear feet of water main replacement and includes the following areas:

Miller Street from Barker Street to Morris Avenue

Miller Street from Partner Place to Alexander Road

The following services will be provided:

#### 1. DESIGN SERVICES

- a. Clark Dietz will perform field surveys along the proposed improvement routes. Surveys will include topography and surface features, locating above and below grade utilities, and tie into existing benchmarks.
- b. Clark Dietz will obtain right-of-way information from existing City records to identify lot locations.

- c. Clark Dietz will contact private utility companies to obtain available location and elevation information.
- d. Clark Dietz will reduce the field survey information and produce existing condition drawings in AutoCAD format.
- e. Clark Dietz will perform a field review of the proposed alignment to identify any constraints not readily identified during survey.
- f. Clark Dietz will prepare and submit preliminary drawings for Client review.
- g. Clark Dietz will meet with the Client to discuss the Project drawings and receive their comments.
- h. Clark Dietz will prepare final construction contract documents based on review comments. These documents will be submitted to the Client for final review.
- i. Clark Dietz will develop construction contract documents and will include the following:
  - a. Construction drawings generally including:
    - Title Sheet
    - General Notes, Index, Legend
    - Plan and Profile Sheets
    - Details Sheets
  - b. Construction specifications generally including:
    - Notice to Bidders
    - Bid Proposal
    - Certifications
    - Bid Bond
    - Performance and Payment Bond
    - Instruction to Bidders
    - Common Construction Wages
    - General Conditions
    - Technical Specifications
    - Form of Contract
- j. Clark Dietz will develop an opinion of probable construction cost to the Client for review.
- k. Clark Dietz will prepare IEPA permit application with supporting documentation for submittal by the Client to the permitting agencies. Clark Dietz will respond to questions from IEPA regarding the permit application.

- l. Clark Dietz will prepare and submit three (3) sets of plans, specifications, and opinion of probable cost estimate to Client and meet with Client to discuss and receive their final review comments.
- m. Clark Dietz will prepare and submit final construction documents in hard copy (3 sets) to the Client.
- n. If needed, Clark Dietz will prepare and submit an easement needs drawing documenting overall right-of-way requirements. This scope does not include individual legal descriptions, drawings, or acquisition services for required easements.

### 3. ELECTRONIC MEDIA

- o. The Drawings for this project will be provided to Client in printed format on paper.
- p. Clark Dietz will utilize current Clark Dietz standards for layering, line types, text styles, etc. in the development of the AutoCAD files for this project. Changes in these standards requested by the Client may result in additional cost.
- q. The Client shall provide the following information to Clark Dietz in electronic format for use by Clark Dietz on projects, if the information is available:
  - 1) AutoCAD files of Record drawings of the existing facilities. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system and the current version of AutoCAD. If the files do not comply with this provision, Client Agrees to issue a modification to cover Clark Dietz' additional costs associated with making such electronic files fit for the purpose intended.

#### B. **Assumptions/Conditions** (If applicable)

This agreement is subject to the following assumptions/conditions:

1. This agreement assumes that if authorization is granted to design both Phase 1 and Phase 2, these projects will be completed as one project with one set of bid documents.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiations/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. This agreement does not include geotechnical investigations.

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

## **PART II CLIENT'S RESPONSIBILITIES**

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

### **A. Information/Reports**

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

### **B. Representative**

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

### **C. Decisions**

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

### **D. Other**

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



### **PART III COMPENSATION**

#### **A. Compensation**

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with Part I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement for Phase 1 will not exceed \$44,300. The total compensation authorized by this Agreement for Phase 2 will not exceed \$24,500.

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

#### **B. Billing and Payment**

##### 1. Timing/Format

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

##### 2. Billing Records

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

#### **PART IV STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaption by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving, party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors

or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. **SAFETY.** Clark Dietz shall establish and maintain programs and procedures for the safety of its employees. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or Ten Thousand Dollars (\$10,000), whichever is greater.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential

conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

**SCHEDULE OF GENERAL BILLING RATES**  
**CLARK DIETZ, INC.**  
January 1, 2005

<b><u>TITLE</u></b>	<b><u>HOURLY RATE</u></b>
Principal-in-Charge, Consultant, Engineer 8 & 9	175.00
Project Director, Engineer 7	160.00
Senior Project Manager, Engineer 6	135.00
Project Manager, Engineer 5	120.00
Engineer 4	100.00
Engineer 3	90.00
Engineer 1 & 2	80.00
Senior Designer, Technician 5	100.00
Technician 4	90.00
Technician 3	80.00
Technician 2	70.00
Technician 1	60.00
Clerical	65.00
Administration 4 & 5	100.00
Administration 3	75.00

**Notes:**

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

**Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, the agreement with Clark Dietz, Inc. for Design Services Phase I and II be approved in the amount of \$68,800, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve a Professional Services Agreement with Alvord, Burdick and Howson, LLC for a Water Department Rate Study

Staff proposes a water rate study to determine the water rates necessary to fund programs needed to run an efficient, reliable and safe water supply while replacing infrastructure before it catastrophically fails. The last rate study was completed three years ago and covered a period through 2005. That rate study provided for rate increases in 2003 (which was adopted by Council) as well as 2004 and 2005.

The rate increase in the latter two years of the study were not enacted because the revenue needed for the Pipeline Road Transmission Water Main project loan payments, (a \$13 million total project cost) were not needed at that time. The department was maximizing operational expense savings and the capital improvement needs were not as well identified.

It is clear that a rate study is needed due to energy and chemical cost increases, the water system growing in size both geographically and customer count, and future capital improvement projects becoming better identified, including several sizable projects. The rate study will include several critical components, including:

1. The minimum charge with the current rate structure is \$1.15 per month. It literally costs the City more to produce a bill for a minimum billed customer than received in revenue. This should be changed to a more reasonable baseline figure of \$5.00 per month.
2. The rate study will investigate and calculate an equitable fire service protection charge for those customers that require fire protection beyond that provided by public fire

hydrants. Currently, customers with large fire flow demands (those with sprinkler systems, private fire hydrants and fire pumps) are not assigned an equitable share of the costs to provide the infrastructure, pumps, treatment plant or supply to be able to provide the added protection for the additional fire systems.

3. The rate study will utilize a baseline capital investment figure of \$5 million annually to allow the department to focus on a program of infrastructure replacement of the poorest performing water mains, valves, hydrants and services in the distribution system. Since the average life expectancy of water system assets is something less than one hundred years, the department is working toward a one percent replacement cycle that would have one percent of the total pipeline mileage with the associated fire hydrants, valves and water service lines replaced each year. Resulting in the water distribution system being replaced at approximately the same rate as it is wearing out. This is designed to minimize unexpected failures and improve water system reliability.
4. The rate study will investigate the rate structure for wholesale customers, the Villages of Towanda, Hudson and the Bloomington Township Public Water District and make a recommendation on the wholesale rate assigned to these large customers.
5. The rate study will investigate a “new customer” service initiation fee to address costs associated with the connection of new customers to the water system, including construction inspections, customer account set-up and meter installation.

Alvord, Burdick and Howson has completed the City’s rate studies since 1991. Staff requested that they submit a proposal for an additional three year rate study period starting with FY 2006/07. Staff reviewed the proposal and found it to be in order.

Staff respectfully recommends that Council waive the formal bidding process approve an agreement with Alvord, Burdick and Howson, LLC. to conduct a Water Department rate study in the amount of \$29,000, the Mayor and City Clerk authorized to execute the necessary documents, and a Resolution be adopted. Funds for this project will be taken from the Water Department/Operations and Maintenance, Administration and General Accounts, Other Purchased Services (Account # X5010-50110-70990).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2005 - 128**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING AN AGREEMENT WITH ALVORD, BUDICK AND HOWSON, LLC  
TO CONDUCT A WATER DEPARTMENT RATE STUDY IN THE AMOUNT OF  
\$29,000**

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 agreement with Alvord, Budick and Howson, LLC. to conduct a Water Department rate study in the amount of \$29,000.

Adopted this 26th day of September, 2005.

Approved this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

CITY OF BLOOMINGTON, ILLINOIS  
PROFESSIONAL SERVICES  
CONTRACT AGREEMENT

THIS AGREEMENT entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between City of Bloomington Water Department, hereinafter referred to as the "Department" and Alvord, Burdick & Howsin, L.L.C., Engineers, hereinafter referred to as "Consultant".

WITNESSETH THAT:

WHEREAS, the DEPARTMENT requires professional services for a Water Rate, Cost of Service Study to estimate adequate revenue and to distribute the burden of raising said revenue in a fair and equitable manner; and

WHEREAS, it is recognized by the DEPARTMENT that such an undertaking can be completed more rapidly and efficiently by augmenting its staff with services of the CONSULTANT, experienced and qualified in this field; and

WHEREAS, the CONSULTANT has the necessary qualifications, expertise and experience necessary to furnish such services upon the terms and conditions set forth herein below; and

WHEREAS, the CONSULTANT, has general familiarity with the problem gathered from previous studies and has expressed a willingness to provide said services as may be required by the DEPARTMENT upon the terms and conditions hereinafter provided.

NOW, THEREFORE, the parties hereto do mutually agree as follows:



SECTION 1 – SCOPE OF SERVICES

The Scope of Services shall include the following:

1.1 A three-year projection of revenue requirements with recommendations for water rate adjustments beginning fiscal year May 1, 2006.

1.2 Review population, customer classes, water demand and sewage flows.

1.3 Review the representative sample of bills prepared by the Department to determine customer classes and usage, which will serve as a basis for testing proposed rate schedules.

1.4 Review the Department continuing property records and assist the Department in reclassifying elements where necessary, into the appropriate Uniform System of Accounts required to perform a Cost of Service study.

1.5 Develop revenue requirements considering:

- Operation & Maintenance Expense
- Administrative Cost
- Debt Service
- Depreciation & Replacement of Facilities
- Transfer of funds to or from Other Utility Accounts.

1.6 Inspect and evaluate facilities age and depreciation of system assets.

1.7 Review and allocate operation and maintenance expense to functional categories. Review and reevaluate wholesale rates to the customers including Hudson, Towanda and the Bloomington Township Public Water District.

1.8 Allocate capital facilities cost to functional categories.

1.9 Evaluate revenue secured under present rates.

1.10 Examine capital and depreciation accounts.

1.11 Evaluate long term renewal and replacement allocation for capital improvements, prepare program based on approximate annual spending of \$5,000,000, partially intended to finance replacement of approximately 1% of the water distribution system annually.

1.12 Evaluate charges versus costs, based on three-year projection and recommended rate increases as necessary.

1.13 Develop rate structures for water and wastewater service, allocating costs among the customer classes of the Utility.

- 1.14 Test rates with appropriate service classes for revenue adequacy.
- 1.15 Investigate current monthly service charges for water accounts, raising of service charge will be considered to provide more reliable income.
- 1.16 Develop fire protection charges for large customers requiring substantial fire protection.
- 1.17 Prepare water draft report for City review.
- 1.18 Prepare final water report for City of Bloomington Water Department.
- 1.19 Present final recommendations to the City Administration.

## SECTION 2 – ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the DEPARTMENT, the CONSULTANT will furnish Additional Services which shall be paid for by the DEPARTMENT as indicated in Section 5.

## SECTION 3 – THE DEPARTMENT RESPONSIBILITY

The DEPARTMENT will:

- 3.1 Provide full information as to its requirements for the work.
- 3.2 Assist the CONSULTANT by placing at his disposal all available information pertinent to the work, including previous reports and any other relative data.
- 3.3 Furnish the CONSULTANT appropriate Department documentation including water consumption, financial data, plant inventory records, customer billing records and other appropriate information required for the study.
- 3.4 Prepare a bill analysis of the water and wastewater customer accounts for the last fiscal year. The CONSULTANT will provide information regarding the type and detail required for this analysis.
- 3.5 Reallocate property items into the required Uniform System of Accounts for the water system. The CONSULTANT will assist the DEPARTMENT in this task.
- 3.6 Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services under this Agreement.
- 3.7 Examine the report draft presented by the CONSULTANT and render in writing decisions pertaining thereto within the prescribed time so as not to delay the services of the CONSULTANT.

3.8 Designate in writing a person to act as the Department's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define their respective utilities policies and decisions with respect to the services covered by this Agreement.

3.9 Furnish, or direct the CONSULTANT to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.10 Bear all costs incident to compliance with the requirements of this Section.

#### SECTION 4 – PERIOD OF SERVICE

4.1 Preliminary draft reports shall be submitted by December 9, 2005 and the final reports by December 30, 2005. The schedule is predicted upon completion in three months after receipt of notice to proceed.

4.2 If the DEPARTMENT has requested significant modifications or changes in the scope of work, the time of performance under paragraph 4.1 shall be adjusted appropriately.

#### SECTION 5 – PAYMENTS TO THE ENGINEER

5.1 For the scope of services indicated in Section 1, the CITY shall pay the CONSULTANT on an hourly basis at the rates indicated below, with the maximum contract amount not to exceed \$29,000 (Twenty Nine Thousand Dollars).

Hourly rates will be charged as shown below. The total fee will be determined by the hourly rates times a multiplier of 2.55 to cover overhead, indirect costs and profit.

Out of pocket expenses will be added to the hourly rates at cost times a multiplier of 1.15.

Hourly rate charges for Engineering Services:

Partners	\$60.00 per hour
Project engineers	\$26.00 - \$45.00 per hour
Engineers	\$19.00 - \$35.00 per hour
Technicians & Draftsmen	\$24.00 - \$32.00 per hour
Steno & Office Support	\$21.00 - \$23.00 per hour

Services will be invoiced monthly and payment due 30 days after the date of the invoice.

5.2 If additional services are requested of the CONSULTANT, the DEPARTMENT shall compensate the CONSULTANT on the basis of the same hourly rate schedule.

5.3 The DEPARTMENT shall make prompt payments to the Consultant based on monthly billings which shall represent actual work accomplished and hours expended.

#### SECTION 6 – GENERAL CONSIDERATIONS

### 6.1 Termination

This agreement may be terminated by either party upon fifteen days' written notice. If this Agreement is so terminated, the CONSULTANT shall be paid for the value of the work completed to date plus a reasonable amount to defer the cost of demobilization and reassignment of personnel.

### 6.2 Insurance

The CONSULTANT has in force and maintains such insurance as will protect him from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

### 6.3 Successors and Assigns

The DEPARTMENT and the CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the DEPARTMENT nor the CONSULTANT will assign, sublet or transfer his interest in this Agreement without the written consent of each other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DEPARTMENT and the CONSULTANT.

### 6.4 Official Notices and Correspondence.

All exchange of information of an official contractual nature, between the DEPARTMENT and CONSULTANT shall take place between the Representatives selected for each DEPARTMENT and the Consultant's Partner in charge (Project Manager).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CONSULTANT:

CITY OF BLOOMINGTON

ALVORD, BURDICK & HOWSON, LLC

By: Stephen F. Stockton  
Mayor

Ya Tai Lin  
Principal

Attest:

Witness:

Tracey Covert

R.D. Shea  
Principal

**Motion by Alderman Crawford, seconded by Alderman Gibson that the formal bidding process be waived, the agreement with Alvord, Budick and Howson, LLC be approved in the amount of \$29,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Reject the Bids for Folding Chairs for the U.S. Cellular Coliseum

Bids were opened on August 10, 2005, for 2,500 folding chairs with storage carts. During the bid evaluation, staff was notified by one of the bidders that their bid amount was incorrect due to misinterpreting the specification for the storage carts. Following that discussion, staff realized that the specification needed clarification regarding the number of carts necessary to accommodate 2,500 chairs. The discrepancy in the cart specification has a major impact on the cost of the total bid. Correcting the specification should reduce the total amount bid for chairs and carts in the range of \$8,000 - \$12,000, depending on the bidder.

Therefore, staff respectfully recommends that Council reject all of the bids previously submitted, and grant staff permission to let the bid for folding chairs with the appropriate correction to the specification.

Respectfully,

Kim Nicholson  
Purchasing Agent

Tom Hamilton  
City Manager

**Alderman Crawford questioned this item. He noted City staff's recommendation and questioned if the bidders would be notified. Tom Hamilton, City Manager, responded affirmatively.**

**Motion by Alderman Crawford, seconded by Alderman Gibson that all of the bids previously submitted be rejected, and that staff be allowed seek bids for Folding Chairs for the U.S. Cellular Coliseum with the appropriate correction to the specification.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
 From: Staff  
 Subject: Change Order for the Coliseum Parking Deck

Staff has been presented with a request for two change orders for the Coliseum Parking Deck. The first change order totals \$19,338. The detail for this change order is shown on attachment number one. Upon review of this attachment there are several small additions to the project and one deduct. This change order will be paid for from the Coliseum Project contingency.

Available Contingency	\$938,719
Current Parking Deck Change Order	<u>19,338</u>
Available Contingency Amount	\$919,381

The second parking deck change order, which is shown as attachment number two, involves removal of unsuitable soils that was required to complete the foundation work at the parking garage. As with the Coliseum project, this is outside of the contract scope of Johnston Contractors. The total amount is \$11,131. The bond issue for the parking deck contains a positive balance of \$83,634.75. Funds for this change order will be paid from the fund balance available in the parking deck bond issue. Upon approval of this change order, the fund balance in the bond issue would be \$72,503.75.

Staff respectfully recommends that Council approve the two change orders for the Coliseum Parking Deck in the total amount of \$19,338 and the Resolution be adopted.

Respectfully,

Tom Hamilton  
 City Manager

**RESOLUTION NO. 2005 – 129**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$19,338 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND JOHNSTON CONTRACTORS, INC. FOR THE COLISEUM PARKING DECK**

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

WHEREAS, for the reasons set forth in a staff report dated September 26, 2005 there were small additions to the project, one deduct, and it was necessary to remove unsuitable soils that were required to complete the foundation work at the parking garage;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 26, 2006 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$19,338 in the contract between the City of Bloomington and Johnston Contractors, Inc. be approved.

PASSED this 26th day of September, 2005.

ADOPTED this 27th day of September, 2005.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

**Motion by Alderman Crawford, seconded by Alderman Gibson that the Change Order 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Change Order for the US Cellular Coliseum

A change order has been presented from Johnston Contractors for the US Cellular Coliseum. This change order includes several small additions to the contract and two deducts from the contract. The net change order total is \$38,948. This change order will be paid for from the construction contingency.

Construction Contingency	\$1,000,000
Approved Change Order Number One	<u>22,333</u>
	\$ 977,667
Current Change Order Request	<u>38,948</u>
New Contingency Total	\$ 938,719

Staff believes these change orders are necessary to complete the Coliseum project, and respectfully requests that Council approve the change order in the amount of \$38,948, and that the Resolution be adopted.

Respectfully submitted,

Tom Hamilton  
City Manager

### **RESOLUTION NO. 2005 - 130**

#### **A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$38,948 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND JOHNSTON CONTRACTORS FOR THE US CELLULAR COLISEUM**

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

WHEREAS, for the reasons set forth in a staff report dated September 26, 2005 there were several small additions to the contract and two deducts from the contract;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 26, 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 \$38,948 in the contract between the City of Bloomington and be approved.

PASSED this 26th day of September, 2005.

ADOPTED this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Alderman Crawford questioned this item and the total remaining in the contingency fund. He stated that the total for unforeseen expenses was \$400,000. Tom Hamilton, City Manager, addressed the Council. The figures provided in the Council memorandum reflected actual expenditures to date. He acknowledged that the figure cited by Alderman Crawford might be correct when the numbers come in. He added this change order included seventeen (17) additional water fountains.**

**Motion by Alderman Crawford, seconded by Alderman Gibson, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Phil Halcomb, Johnston Contractors, Inc., 9 Heartland Dr., Unit C, addressed the Council. He noted that the original plans called for a limited number of water fountains. It had been discovered that if the building planned to sell water through its concession then it must supply free water to the public. He noted that the food and beverage portion of this project was a separate expense. The original plan only called for four to five (4 to5) water fountains. The actual number was determined based upon occupancy. The estimated cost for these fountains was \$13,000. Mr. Hamilton noted that these public water fountains would be placed in the hallways.**

**Motion by Alderman Crawford, seconded by Alderman Gibson, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion by Alderman Crawford, seconded by Alderman Gibson that the Change Order 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Disposition of 1314 N. Mason Street

School District 87 and its Area Vocational Center (AVC) and the Community Development Division are completing the construction of a single-family residence located at 1314 N. Mason Street. This location was the previous site of an old water tower. The Engineering Department provided the lot to Community Development for the construction project. The City advertised the sale of the property in the Pantagraph beginning on September 16, 2005, as well as providing notices to local nonprofit agencies who deal with potential home buyers.

The house contains three bedrooms and two full baths. It has an attached garage and a full basement. The house was constructed to meet Energy Star standards and is handicap accessible. The house was appraised at \$106,900.

An offer for the amount of \$106,900 was received on Monday, September 19, 2005 and was accepted by the Community Development Division. The offer is subject to the purchaser obtaining financing and to City Council approval.

Staff respectfully requests Council approve the sale and that the Mayor and City Clerk be authorized to execute the necessary documents. All proceeds from the sale of this dwelling will be returned as program income to the Community Development Division and will be used for future Community Development Block Grant (CDBG) funded activities.

Respectfully,

Mark Huber  
Director, PACE

Tom Hamilton  
City Manager

**Motion by Alderman Crawford, seconded by Alderman Gibson that the contract for sale 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Emergency Assistance for Displaced People due to Hurricane Katrina

As part of the federal government's response to the affects of Hurricane Katrina on communities across the Gulf States and the financial needs created to provide assistance to those displaced people, the Department of Housing and Urban Development has lessened some of the federal restrictions, as they apply ONLY to these affected people. Two of the federal regulations that affect the Community Development's provision of services are:

(1) A limitation of no more than 15 % of the grantees most recent CDBG allocation can be provided for public services, and

(2) A requirement for a minimum of a 30 day public comment period associated with amendments to Consolidated Plans/Action Plans.

Recently, HUD has provided waivers from these two regulations. Specifically, a community may exceed the 15% cap on the provision of public services *if* the services are a response for people affected/displaced by Hurricane Katrina and the public comment period has been reduced to a minimum of three days. The relief granted by these waivers will be available through November 30, 2005 to grantees solely for activities related to Hurricane Katrina assistance efforts.

According to the Red Cross and other local social service agencies, there are approximately 100 displaced person/cases in Bloomington/Normal. Emergency funds are being directed to those displaced people through the Red Cross. However, another need to be met are those that deal with the more intermediate and long-term needs of those persons/households who choose to remain in our community.

As part of the local Hurricane Katrina Task Force, the Community Development Division for the City, which is funded by the Department of Housing and Urban Development, Community Development Block Grant funds (CDBG), initiated the three day public comment period for a potential amendment to the approved 2005 Consolidated Plan and to the current Action Plan (budget). In addition, a public hearing was held on Tuesday, September 13, 2005, to gather public comments.

The Community Development Division proposes to cancel the previously approved CDBG demolition budget for this fiscal year in the amount of \$50,000 and to reallocate up to a maximum of \$50,000 for emergency housing services to those households within the community who have been displaced by Hurricane Katrina.

PATH, a local social service agency, is the project sponsor for the local Continuum of Care and staffs the existing Homeless Outreach Worker and Housing & Benefits Specialist. PATH will be the subrecipient of any CDBG funds reallocated to this activity. PATH will be responsible for determination of eligibility and all data tracking required, as they already provide administrative functions for other federal funds received for homeless activities through the Regional Online Service Information Exchange, (ROSIE) tracking system.

Staff respectfully requests that Council 1.) approve the reallocation of Community Development Block Grant funds from the previously approved FY 31 Action Plan's demolition line item, up to a maximum of \$50,000 to a new public service activity for the provision of emergency housing activities and 2.) approve PATH as the subrecipient for these funds, who will administer, qualify and track all expenditures as required by HUD on behalf of the City.

Respectfully,

Mark Huber  
Director, PACE

Tom Hamilton  
City Manager

**Alderman Matejka commended Community Development for their flexibility.**

**Motion by Alderman Crawford, seconded by Alderman Gibson that 1.) approve the reallocation of Community Development Block Grant funds from the previously approved FY 31 Action Plan's demolition line item, up to a maximum of \$50,000 to a new public service activity for the provision of emergency housing activities; and 2.) approve PATH as the subrecipient for these funds, who will administer, qualify and track all expenditures as required by HUD on behalf of the City, that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Retain Farnsworth Group Inc. to Provide Professional Services for the Preparation of Construction Plans and Specifications for the Ridgewood Outfall Sewer at Fox Creek

Staff has negotiated a contract with Farnsworth Group Inc. to provide professional services for the preparation of Construction Plans & Specifications for the Ridgewood Outfall Sewer at Fox Creek.

The project includes the following improvements:

1. Construct a 12" Extra Strength Vitrifried Clay Pipe, (ESVCP) Sanitary Sewer from the manhole north of Ridgewood Pump Station to the existing manhole located at the northeast corner of Lot 254 of the Seventh Addition to Fox Creek Country Club.
2. Abandon the existing Ridgewood Pump Station and Forcemain.

The scope of services includes:

1. Preparation of Construction Plans and Specifications in accordance with State and City standards.
2. Coordination with the landowner to ensure compatibility with future development.

The Ridgewood Sanitary Pump Station, located north of Fox Creek Rd., on Oakland Ave., is a temporary pump station and is currently operating near its design capacity. This project serves two purposes in that it increases sewerage capacity by connecting two existing gravity sanitary sewer lines and allows for the elimination of the temporary sanitary pump station.

Staff has reviewed the proposal from Farnsworth Group Inc. to provide civil engineering services on a time and material basis for a total fee not to exceed \$9,200 and finds it acceptable. Staff proposes to pay for this work with Sewer Depreciation Fund (X52200-72550).

Staff respectfully recommends that Council approve a contract with Farnsworth Group Inc. to provide civil engineering services as per their proposal and the project scope of services for a total fee not to exceed \$9,200, 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

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

**Motion by Alderman Crawford, seconded by Alderman Gibson that the contract with Farnsworth Group, Inc. be approved in an amount not to exceed \$9,200, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Retain Shive-Hattery, Inc. to provide Professional Services for the Staking of Right-of-way for Euclid Avenue

Staff has negotiated a contract with Shive-Hattery, Inc. to provide professional services for the placement of iron pins at the limits of a proposed right-of-way improvement of Euclid Avenue from Oakland to the railroad. Placing property pins now will make it considerably easier to construct the street improvements. Staff has reviewed the proposal from Shive-Hattery, Inc. to provide surveying services for a total fee not to exceed \$4,900 and finds it acceptable.

Staff respectfully recommends that Council approve a contract with Shive-Hattery, Inc. to provide surveying services for a total fee not to exceed \$4,900 and that the Mayor and City Clerk be authorized to enter into a contract for said work and further that payment be made with Capital Improvement Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**AMENDMENT TO AGREEMENT  
Between SHIVE-HATTERY, INC AND THE CLIENT**

**PROJECT NAME:** Euclid Avenue Improvements Design City Project Number 50-01-11133-02-00

**CLIENT NAME:** City of Bloomington

**AMENDMENT NO.:** 2

**ORIGINAL AGREEMENT DATE:** July 3, 2003

**AMENDMENT DATE:** August 16, 2005

City of Bloomington and Shive Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

**A.PROJECT DESCRIPTION:** NO CHANGE

**B. SCOPE OF SERVICES:**

ADD:

Set iron rods at locations indicated on the fourteen Right-of-Way Acquisition Plats, P10.0, P12.0, P.130, P14.0, P15.0, P16.0, P17.0, P18.0, P20.0, P21.0, P22.0, P23.0, P24.0, and P25.0 as prepared by Shive Hattery, Inc. and dated May 18, 2005.

**C. CLIENT RESPONSIBILITIES:** NO CHANGE

**D. SCHEDULE:**

ADD:

We will complete the additional scope of services within two weeks of receipt of this amendment, executed by you, which will serve as a notice to proceed.

**E. COMPENSATION:** We will perform the additional services described above on an hourly rate basis in accordance with our Standard Hourly Fee schedule in effect at the time the services are performed not to exceed \$4,900.00

**F. ADDITIONAL SERVICES:** NO CHANGE

**G. EXHIBITS:** NO CHANGE

**H. AGREEMENT:** This Amendment is subject to all other terms and conditions of the Original Agreement. Return one signed copy to S-H in the enclosed green envelope.

**I. ACKNOWLEDGEMENT OF APPROVAL AND OF AMENDMENT:**

CITY OF BLOOMINGTON

SHIVE-HATTERY, INC.

By: Stephen F. Stockton  
Mayor

Christopher D. Johnson  
Project Manager

Date Accepted: September 27, 2005

**Motion by Alderman Crawford, seconded by Alderman Gibson that the contract with Shive-Hattery, Inc. be approved in an amount not to exceed \$4,900, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of Road Stop, Inc., d/b/a Road Stop, located at 1513 Morrissey, for a GPAS liquor license, which will allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week



The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Road Stop, Inc., d/b/a Road Stop, located at 1513 Morrissey, requesting a GPAS liquor license which allows the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel, Lt. Tim Stanesa, Police Department, and Tracey Covert, City Clerk; Ramesh Atluir, owner and Applicant representative.

Commissioner Stockton requested that the Applicant explain the business plan. Ramesh Atluir, owner and Applicant representative, addressed the Commission. He had just purchased the former Mickey Mart four (4) days earlier. At this time, he could not offer liquor nor lotto sales. The application process must be completed first. He informed the Commission that he had worked with the former owner.

Commissioner Petersen questioned if there were problems at this location. Hannah Eisner, Deputy Corporation Counsel, recalled that the former owner had been cited after a Police Department audit. The previous owner settled.

Commissioner Stockton questioned if this store was the former Fast Stop. Mr. Atluir informed the Commission that Mickey Mart had been changed to Road Stop. He noted that the McLean County Health Department and the City's Fire Inspector had performed their respective inspections.

Commissioner Stockton questioned Mr. Atluir's liquor sales experience. Mr. Atluir had worked at the Mickey Mart since August 2004. He added that he had learned a lot during this time.

Commissioner Petersen questioned how Mr. Atluir planned to handle Sunday sales which could not commence until 12 noon. Mr. Atluir stated that there were signs. He planned nothing new. At this time, he was thoroughly cleaning the store. He planned to be present ten to twelve (10 - 12) hours per day. Road Ranger would be his first business. He planned to take care of it.

Commissioner Clapp questioned the configuration for beer and wine. Mr. Atluir responded the same as Mickey Mart.

Ms. Eisner noted that the Application was for an A, all types of alcohol, license. Commissioner Stockton questioned Mickey Mart's license classification. Tracey Covert, City Clerk, informed the Commission that Mickey Mart held a B, beer and wine only, license.

Commissioner Stockton questioned the importance of the license type. He noted that there were Aldermen who had expressed concerns about the GPA (Gasoline sales, Packaged, All types of alcohol) license classification. Mr. Atluir expressed his preference for an A, all types of alcohol, based upon customers' requests. He planned to stock pints of hard liquor.

Commissioner Petersen noted that the G (Gasoline sales) license classification had been limited to B, beer and wine only. Commissioner Clapp concurred with this statement. Commissioner Stockton noted that the Commission could recommend the A, all types of alcohol. He cautioned

that the risk would be no license or the Council changing the A, all types of alcohol, to a B, beer and wine only. Mr. Atluir acknowledged that an A, all types of alcohol, license involved more risk. He added his belief that he could deal with it.

Commissioner Petersen questioned the revenue sales from hard liquor. He recommended that the application be changed to a GPBS. Commissioner Clapp agreed with this statement. She expressed her opinion that this action was a better direction. Commissioner Stockton stated that he had no enthusiasm for the A, all types of alcohol. Mr. Atluir informed the Commission that beer sales represented twenty to thirty percent (20 -30%) of total sales. He restated that customers had requested hard liquor. Commissioner Stockton stated that the application would be amended to a B, beer and wine only.

Based on the above, the Liquor Commission recommends to the City Council that a GPBS liquor license for Road Stop, Inc., d/b/a Road Stop, located at 1513 Morrissey, be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Crawford, seconded by Alderman Gibson that GPBS liquor license for Road Stop, Inc., d/b/a Road Stop located at 1513 Morrissey, be created, contingent upon compliance with all applicable health and safety codes.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of Mac's Convenience Stores, LLC, d/b/a Circle K #1251, located at 2302 W. Market St., for a GPBS liquor license, which will allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Mac's Convenience Stores, LLC d/b/a Circle K #1251, located at 2302 W. Market St., requesting a GPBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel, Lt. Tim Stanesa, Police Department, and Tracey Covert, City Clerk; Rick Cagle, Applicant's representative, and Harlan Powell, Applicant's attorney.

Commissioner Stockton requested that the Applicant explain the business plan. Rick Cagle, Director of Operations and Applicant representative, addressed the Commission. He managed eighty-eight (88) stores in Illinois and Iowa. He was a Bloomington resident. This location represented Mac's fourth store in the City. The application matched the license type of the previous owner. Harlan Powell, Applicant's attorney, addressed the Commission.

Commissioner Stockton questioned if Mac's planned any changes. Mr. Cagle described the former Road Ranger as a nice store. Mac's would do some minor painting.

Commissioner Petersen questioned the location and if there had been any violations. Mr. Powell stated that there had been no problems at this location. He added that Mac's had never had a license revoked.

Commissioner Clapp questioned staff training. Mr. Cagle informed the Commission that Mac's training was computer based. It must be completed by each staff member.

Commissioner Clapp questioned the staff at this store. Mr. Cagle acknowledged that some of Road Ranger's staff remained. New staff was also hired. Mr. Powell informed the Commission that Mac's has a zero tolerance policy. Failure to request identification was grounds for termination. This holds true whether there is a violation or not.

Commissioner Petersen questioned if this location had been problematic. Hannah Eisner, Deputy Corporation Counsel, responded negatively.

Based on the above, the Liquor Commission recommends to the City Council that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1251, located at 2302 Market St., be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Crawford, seconded by Alderman Gibson that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1251 located at 2302 Market St., be created, contingent upon compliance with all applicable health and safety codes.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Members of the City Council

From: Liquor Commission

Subject: Application of Wayne Roley, d/b/a Caboose, located at 608 W. Seminary, for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of Wayne Roley, d/b/a Caboose, located at 608 W. Seminary, requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Marabeth Clapp and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel, Lt. Tim Stanesa, Police Department, and Tracey Covert, City Clerk; Wayne Roley, owner and Applicant representative.

Commissioner Stockton requested that the Applicant explain the business plan. Wayne Roley, Applicant representative and owner, addressed the Commission. He had owned the Caboose from 1990 - 1996. The Caboose was a neighborhood establishment. An offer was made to the current owner which was accepted. He expressed his hope that the Caboose's business would improve under his ownership. He planned no huge changes. The booths would be updated. He hoped to attract a younger crowd which he described as under fifty (50).

Commissioner Petersen questioned if karaoke would be available. Mr. Roley stated that it was possible. He planned to install dart boards. Commissioner Petersen noted that restaurant seating would have to be removed. Mr. Roley acknowledged that the dart board would be installed in the back room. He reminded the Commission that he had owned and operated A & P Tap since 1996. Commissioner Petersen questioned if there had been any violations. Mr. Roley responded negatively.

Mr. Roley informed the Commission that the Caboose had been remodeled three to four (3 - 4) years ago. He had hired Steve Norton as Restaurant Manager.

Commissioner Clapp noted that there were twenty-six (26) seats in the party room. She questioned what type of events would be hosted. Mr. Roley expressed his hope to obtain the

liquor license in time to be ready for Illinois Wesleyan University's homecoming. The Caboose would continue to be a restaurant. He planned minor changes to the menu.

Motion by Commissioner Petersen, seconded by Commissioner Clapp that the application by Wayne Roley, d/b/a Caboose, located at 608 W. Seminary, requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved.

Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for Wayne Roley, d/b/a Caboose, located at 608 W. Seminary, be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Crawford, seconded by Alderman Gibson that an RAS liquor license for Wayne Roley, d/b/a Caboose located at 608 W. Seminary, be created, contingent upon compliance with all applicable health and safety codes.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from Tiehack Development Corporation for Approval of a Final Plat for The Villas At Spring Ridge - Thirteenth Addition

A Petition has been received from Tiehack Corporation requesting approval of a Final Plat of The Villas At Spring Ridge - Thirteenth Addition. The Subdivision is located south of Jumer Drive, west of Hershey Road, and north of G. E. Road.

Staff reviewed the Final Plat and find it in conformance with the Revised Preliminary Plan approved by the Council on February 12, 2001. All public improvements have been finished,

therefore no additional performance guarantee is required. However, there are tap-on fees due as per the annexation agreement.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Final Plat for The Villas at Spring Ridge - Thirteenth Addition, subject to the Petitioner paying the tap-on fees before recording the plat.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 )ss.  
County of McLean )

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

Now comes Tiehack Development, Inc. 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 described in Exhibit A attached hereto and made a part hereof by this reference.
2. That your petitioners seeks approval of the Final Plat for the subdivision to be known and described as The Villas at Spring Ridge Thirteenth Addition which Final Plat is attached hereto and made a part hereof.
3. That your petitioners also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: all those shown on the approved Preliminary Plan, if any.
4. That the Final Plat substantially conforms to the Preliminary Plan of said subdivision heretofore approved by the City Council.
5. That your petitioner hereby dedicates to the public, all public rights-of-way and easements shown on said Final Plat.

WHEREFORE, your petitioner prays that the Final Plat for The Villas at Spring Ridge Thirteenth Addition Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

TIEHACK DEVELOPMENT, INC.

By: Frank Miles

**ORDINANCE NO. 2005 - 101****AN ORDINANCE APPROVING THE FINAL PLAT OF THE VILLAS AT SPRING RIDGE THIRTEENTH ADDITION SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois a Petition for Approval of the Final Plat of The Villas at Spring Ridge Thirteenth Addition Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code – 1960, as amended: all those shown on the approved Preliminary Plan, if any; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code – 1960, as amended.

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

1. That the Final Plat of the Villas at Spring Ridge Thirteenth Addition Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 26th day of September, 2005.

APPROVED this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

TRACT 1:



Lot 517 in the Villas at Spring Ridge Eleventh Addition in the City of Bloomington, McLean County, Illinois, according to the Plat recorded as Document No. 2005-8018 in the McLean County Recorder's Office, containing 0.690 acre, more or less.

**TRACT 2:**

Lot 518 in the Villas at Spring Ridge Twelfth Addition in the City of Bloomington, McLean County, Illinois, according to the Plat recorded as Document No. 2005-16144 in the McLean County Recorder's Office, containing 0.564 acre, more or less.

**Motion by Alderman Crawford, seconded by Alderman Gibson that the Final Plat be approved and the Ordinance passed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by Sonia Thompson requesting approval of the Preliminary Plan for the Thompson Subdivision, which is commonly located south of Fox Creek Road and west of Knollbrook Court, (Case PS-11-05) Ward # 2

BACKGROUND INFORMATION:

Adjacent Zoning

Adjacent Land Uses

north: R-1B Medium Density Single Family District  
south: S-2 Public Lands & Institutions District and R-1B Medium Density Single Family District  
east: R-1B Medium Density Single Family District  
west: S-2 Public Lands & Institutions District

north: single family dwellings  
south: golf course, single family dwellings  
east: single family dwellings  
west: golf course

Comprehensive Plan recommends: "low to medium density " use for this property.

The property in question contains the home site that was surrounded when the rest of the farm was developed as Fox Creek Country Club Subdivision. This is a five acre tract that the petitioner wishes now to develop with thirteen (13) single family lots on a cul-de-sac (the extension of Pebblebrook Court).

The Development Committee has reviewed the Preliminary Plan for the Thompson Subdivision, and recommends the following:

- Storm water should be flood routed across the golf course to retention ponds.
- As per the annexation agreement of which this land is a part, payment of a development fee of \$4,000 per lot is due at the time each lot is sold.

#### PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held public hearings on this petition on August 24 & September 14, 2005 and recommends the same. Mr. Richard Marvel, Attorney at Law, 115 W. Jefferson Street, Suite 400 submitted testimony in favor of this petition at the August 24, 2005 hearing.

Mr. Marvel stated that the petitioner accepts the staff's recommendations. He noted that the flood routing is already indicated on this plan.

The following persons also presented testimony pertaining to this preliminary plan at this August 24, 2005 hearing:

- Mr. Dave Fedor, #1 Brickyard Drive
- Ms. Leslie Woodward, 21 Knollbrook Court
- Ms. Scott Lage, 9 Knollbrook Court
- Mr. Edward Gold, 13 Knollbrook Court
- Mr. Michael Powell, 11 Knollbrook Court
- Mr. Steve Pierce, P.E. Lewis, Yockey, & Brown, 505 N. Main Street
- Mr. Dennis M. Brvta, 15 Pebblebrook Court
- Mr. Robert Wilkinson, 3014 Fox Creek Road
- Mr. Jay Hieb, 3104 Sunningdale Road
- Ms. Julie Bennett, 48 Pebblebrook Court

Mr. Fedor pointed out that he resides in this neighborhood, on Stonehedges Court. He stated that he was representing the Snyder Corporation, the developer of Fox Creek Country Club Subdivision, and related that the Corporation is not opposed to this development, however they wish to see it developed in accord in with the surrounding homes. By that he meant similar size lots and similar sized homes in similar price range. He stated that when the Snyder Corporation had considered developing this tract they had planned only nine lots not thirteen. He stated that adjoining homes are limited by covenant to a minimum size of 2,000 square feet for a ranch and 2,600 square feet for a two story home. Mr. Fedor estimated that the current price range of such

homes is mid \$300,000 to low \$400,000. Commissioner Baughan inquired as to why the Snyder Corporation had not bought and developed this tract. Mr. Fedor stated that with only nine lots there was the possibility that there was not enough margin of profit.

Ms. Woodward argued that this area would be nice for park or green space. She informed the Commission that there is concern among the neighbors about changes that may adversely affect drainage. She stated her desire for the covenants affecting the neighboring property be enforced here. Commissioner Rackauskas inquired if the neighbors had ever tried to buy the tract. Ms. Woodward replied in the negative.

Mr. Lage stated that his property abuts this plan to the east. He stated that there are gutter and sump pump connections to field tile. He expressed concern that such connections might be interrupted. He also urged development of less lots such as: "seven, eight, or nine." Mr. Gold stated that the electric power lines in the area were buried except for this tract. He stated his desire to see buried utilities as this develops. Mr. Powell indicated that this tract abuts his backyard and that he is concerned about the drainage.

Mr. Steve Pierce, P.E., of Lewis, Yockey, & Brown, Inc., the petitioner's engineer, indicated that he had consulted the construction plan for the adjacent Knollbrook Court and noted the easement for 100-year flood routing between Lots 223 and 224.

He stated that from the west line of Lot 224 the slope is back to the north and into field tile. He indicated that the developer would connect any field tile discovered during digging and arrange for it to be connected into a 12 inch storm sewer.

He stated that the inlet would be lower than their lots and water would properly drain from their lots. Mr. Grovesteen, Director of Engineering, commented that the City does not maintain field tile but would maintain the storm sewer. He continued that water would be directed underground to the retention basins on the golf course. Chairperson Cain expressed confidence that the engineering work done by the firm and the plans approved by the City would be appropriate to address this matter. As to lot sizes, Mr. Pierce commented that the lot average for the immediately adjacent lots is 12,213 square feet. The average lot size in this tract is 14, 543 square feet. He said the smallest is 10,850 square feet and the largest is 23,776 square feet.

Chairperson Cain requested that Mr. Marvel address the question of private covenants. Mr. Marvel indicated that he has copies of all the covenants for the various phases of the Fox Creek development. He indicated that the petitioners intend this development to be substantially similar.

Commissioner Nuckolls inquired as to whether there would be gates or a sign to indicating that this development was separate from the rest of the Fox Creek Development. Mr. Marvel replied in the negative.

Mr. Brvta stated his concern about density and urged less lots. Chairperson Cain inquired as to his preference for the number of lots. Mr. Brvta indicated that nine would be his preference.

Commissioner Shaw inquired if he thought four more cars would make a significant difference. Mr. Brvta indicated that it would.

Mr. Wilkinson stated that he is concerned about drainage and pointed out that he has built a two and a half foot high berm to protect his lot. He stated that how things work in real life is not always as planned. He also pointed out that the lots neighboring the golf course are the smaller ones in the plan. He requested that the number of lots be reduced. Chairperson Cain inquired as to his lot preference. He replied zero, then he added nine or ten.

Mr. Hieb also expressed concern that the drainage be handled properly and not channel water onto his lot. Mr. Pierce commented that City Code does not allow pushing water from one lot onto another. He also noted that they would match the north and east existing elevation of neighboring property.

Ms. Bennett stated that she would like to see fewer cars on the street and hoped that the new homes would have adequate garages. She also inquired as to whether storm sewer would have to be rerouted at neighbors' expense. Mr. Pierce indicated that whatever field tile discovered within this development would be connected into public storm sewer. Mr. Grovesteen, Director of Engineering, added that if field tile fails elsewhere the neighbors would be obliged to repair it themselves.

The Planning Commission continued the public hearing on Case PS-11-05 until September 14, 2005, to allow the petitioner time to consider and return with information on the following items: (1) statement on the covenants and deed restrictions to be utilized in this development; (2) statement of typical lot price; (3) statement of typical home price; (4) statement of typical home size; (5) number of lots and whether a lesser number would be acceptable; and (6) further review of the drainage situation.

Mr. Richard Marvel, Attorney at Law, 115 W. Jefferson Street, Suite 400, and Mr. Al Thompson, 39 Knollbrook Court, submitted testimony in favor of this petition at the September 14, 2005 public hearing. Mr. Marvel noted that a copy of the attached proposed covenants for this subdivision has been made available to the Commissioners. Commissioner Dulac inquired whether the lot configuration had changed. Mr. Marvel indicated that it had not. Commissioner Nuckolls inquired whether any sign would designate this area as being separate from the surrounding development. Mr. Thompson replied that at most a small sign might be added at the entrance. Mr. Thompson commented that lots in Fox Creek are selling in the range of \$50,000 to \$100,000. He stated that he expected lots in this subdivision to sell in that range. He commented that new homes in Fox Creek are selling in the range of \$268,000 to \$495,000. He said he expected that new homes in this subdivision to sell in that range.

The following persons also presented testimony pertaining to this preliminary plan at this September 14, 2005 public hearing:

- Mr. Dave Fedor, #1 Brickyard Drive
- Mr. Mike Powell, 11 Knollbrook Court
- Ms. Sara Powell, 11 Knollbrook Court

- Ms. Leslie Woodward, 21 Knollbrook Court

Mr. Fedor stated that the proposed covenants allow houses of smaller minimum square foot area than the covenants of the Sixth Addition of Fox Creek Country Club Subdivision, which surrounds this development. Mr. Thompson replied they chose standards which match the First Addition which includes Pebblebrook Court north of Fox Creek Road. Commissioner Shaw observed that the idea is to drive down Pebblebrook Court and have the homes be consistent. Mr. Thompson replied in the affirmative.

Mr. Powell commented that as additional areas have been developed, the minimum floor area has increased. He noted that homes in Fox Creek typically have three car garages. He stated that he does not favor lot lines that do not match those of the lots to which they back up. He noted that he is concerned that the value of neighboring homes may be adversely affected. Ms. Powell stated that her home is 3100 square feet of floor area above grade and 5000 square feet including the finished basement. She stated that she did not want to see smaller homes in this development.

Mr. Marvel noted that the R-1B zoning and the development are in compliance with City Code and that the petitioner has not requested variances. He noted that the petitioners have provided compatible covenants.

Commissioner Rackauskas inquired as to the configuration, if any homes would have to be turned sideways to the street. Mr. Marvel observed that a 50' by 50' home is 2500 square feet and would fit on these lots facing the street.

Ms. Woodward reported that the neighbors have been talking about this proposed subdivision and still favor only eight or nine lots. She stated that she would favor the developer selling a strip of land that could be added to their lot and thus deepen the Knollbrook Court lots.

Mr. Thompson commented that the proposed subdivision lots would average 14, 543 square feet in size. 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 September 14, 2005, and passed a motion by a vote of 8 to 0 recommending Council approval of the Preliminary Plan for Thompson Subdivision in Case PS-11-05, as revised consistent with the Development Committee's concerns.

#### STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and recommends approval of this Preliminary Plan subject to the following stipulations:

- Storm water should be flood routed across the golf course to retention ponds.

- As per the annexation agreement of which this land is a part, payment of a development fee of \$4,000 per lot is due at the time each lot is sold.

Respectfully,

Kenneth Emmons  
City Planner

Tom Hamilton  
City Manager

**PETITION FOR APPROVAL OF A  
PRELIMINARY PLAN FOR A SUBDIVISION**

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

NOW COMES SONIA THOMPSON, hereinafter referred to as Petitioner, respectfully representing and requesting as follows:

1. Petitioner is interested as Owner in the premises described on the attached Exhibit "A" attached hereto and made a part hereof by this reference.
2. Petitioner seeks approval of the Preliminary Plan for a subdivision of said premises to be known and described as "Thompson Subdivision", which Preliminary Plan is attached hereto and made a part hereof.
3. That Petitioner submits this in accordance with a previously approved Annexation Agreement between the City of Bloomington and McLean County Land Trust CC-1.
4. Petitioner also seeks approval of the following exemptions or variations from the provisions of the Bloomington City Code: NONE.

WHEREFORE, Petitioner prays that the Preliminary Plan for the Thompson Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

SONIA THOMPSON

By: Livingston, Barger, Brandt &  
Schroeder

Richard T. Marvel

**ORDINANCE NO. 2005 - 102**

**AN ORDINANCE APPROVING THE PRELIMINARY PLAN OF THE THOMPSON  
SUBDIVISION**

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

WHEREAS, said Petition requests that the following exemptions or variations from the provisions of the Bloomington City Code: NONE; and

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

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

1. That the Preliminary Plan of the Thompson Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 26th day of September, 2005.

APPROVED this 27th day of September, 2005.

Stephen F. Stockton  
Mayor

Tracey Covert  
City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A part of the Southeast ¼ of Section 23 and a part of the Northeast ¼ of Section 24, all in Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Commencing at the Southwest Corner of the Southwest ¼ of said Section 13, said Southwest Corner also being the Northwest Corner of the Northeast ¼ of said Section 24; thence North 478.08 feet along the West line of the Southeast ¼ of said Section 13; thence East 349.06 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course to the Point of Beginning; From said Point of Beginning,

thence Northeast 185.98 feet along a line which forms an angle to the right of 98 degrees 41 minutes 03 seconds with the last described course; thence Southeast 210.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence Southeast 292.62 feet along a line which forms an angle to the left of 168 degrees 52 minutes 36 seconds with the last described course; thence Southwest 716.04 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence Northwest 676.22 feet along a line which forms an angle to the left of 43 degrees 11 minutes 14 seconds with the last described course to the Point of Beginning, in McLean County, Illinois.

**Motion by Alderman Crawford, seconded by Alderman Gibson that the Preliminary Plan be approved and 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Stephen F. Stockton, Mayor  
Subject: Reappointment to Various Boards and Commissions

I ask your concurrence in the re-appointment of Robert Rush, Jr. to the Public Building Commission with a term to expire on September 30, 2010.

Respectfully,

Stephen F. Stockton  
Mayor

**RESOLUTION NO. 2005 - 131**

**RESOLUTION FOR RE-APPOINTMENT OF ROBERT W. RUSH, JR.  
AS A COMMISSIONER OF THE PUBLIC BUILDING COMMISSION  
OF MCLEAN COUNTY**



WHEREAS, the term of Robert W. Rush, Jr. as this city's appointee to the Public Building Commission of McLean County, Illinois expires on September 30, 2005 and it is deemed advisable to re-appoint him for another five year term; and

WHEREAS, the mayor of the City of Bloomington in accordance with the provisions of Chapter 50 of the Illinois Compiled Statutes Act 20/5 has the responsibility to fill the expiration of a five year term by appointment or re-appointment, with the advice and consent of the city counsel.

BE IT THEREFORE RESOLVED, that the city counsel of the City of Bloomington, now in regular session deems it appropriate to give its advice and consent to the re-appointment of Robert W. Rush, Jr. as a commissioner of the Public Building Commission of McLean County, Illinois for a term of five years to expire on September 30, 2010 or until his successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the City Clerk shall forward a certified copy of this Resolution of Re-appointment of Robert W. Rush, Jr. to the Public Building Commission of McLean County, Illinois.

Adopted by the City Council of the City of Bloomington this 26th day of September, 2005.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk of the City of Bloomington, Illinois

**Motion by Alderman Crawford, seconded by Alderman Gibson that the appointment be approved and the Resolution be adopted.**

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

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

**Nays: None**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids - Holiday Pool Renovation

On Tuesday, September 13, 2005 at 10:00 a.m. bids were publicly opened and read for the renovation of Holiday Pool. Bid bonds were submitted by each of the firms that bid. The renovation work includes a new bath house, filter system, pool deck, kiddie pool, and some additional parking. This project also includes approximately 650 linear feet of shoreline restoration and three (3) fishing piers in Holiday Lake. The bids were as follows:

<b>FIRM</b>	<b>BID PRICE</b>
Anderson Spencer Co., L.L.C. (Normal, IL)	\$2,165,862*
P.J. Hoerr, Inc. (Normal, IL)	2,234,000**
Felmley-Dickerson Co. (Bloomington, IL)	2,262,400

\*Low bid

\*\*Recommended bid

All three of the bids were within the architect's estimate of \$2,291,495 for this project. The City's consultant, Thompson Dyke & Associates, recommended that the low bid of Anderson Spencer Company be dismissed due the qualification that was included in the bid. Anderson Spencer's bid contained an allowance of \$75,000 for "water garden" work as they were unable to find a landscaper to bid on this work. The bid did not spell out which portion of the shoreline restoration this allowance was earmarked for. Thus the City might be asked for additional compensation once quotes were obtained. Additionally, Anderson Spencer also did not list their subcontractors or previous pool projects as requested in the bid specifications.

P.J. Hoerr, Inc. provided a lump sum bid as requested in the bid documents. They also included the other information that was asked for in the specifications. It is thought that P.J. Hoerr has submitted the lowest responsible bid and should be awarded this project. Therefore, staff respectfully requests that Council accept the bid of \$2,234,000 from P.J. Hoerr, Inc. and authorize the Mayor and City to execute the necessary documents.. A total of \$2,500,000 was budgeted for this project including engineering and architect's fees of which \$2,100,000 would come from the Capital Improvement Fund and \$400,000 from an OSLAD (Open Space Land Acquisition Development) grant through the Illinois Department of Natural Resources.

Respectfully,

Jerry Armstrong,  
Asst. Director Parks & Recreation

Tom Hamilton  
City Manager

**OWNER – CONTRACTOR AGREEMENT**

THIS AGREEMENT made on this 6<sup>th</sup> day of October, 2005 by and between P.J. Hoerr, Inc., 117 Merle Lane, Normal, IL 61761, hereinafter called the “Contractor” and the City of Bloomington, 109 E. Olive Street, P.O. Box 3157, Bloomington, IL 61702, hereinafter called the “Owner.” The Contractor and the Owner, for the consideration stated herein, agree as follows:

**ARTICLE 1: CONTRACT DOCUMENTS.** The Contract Documents, as that term is defined in Paragraph I of the General Conditions included in the Bid Documents and Technical Specifications dated August 23, 2005 and are incorporated herein by reference and made a part of this Agreement.

**ARTICLE 2: SCOPE.** The Contractor shall perform its work under this agreement in strict accordance with Contract Documents for Holiday Pool as detailed in the Contract Documents dated August 23, 2005 and Drawings dated August 23, 2005 with the following amendments:

1. No Amendments

**ARTICLE 3: CONTRACT TIME.** The Contractor shall begin work as per the Contract Documents. The Contractor shall complete the work pursuant to the terms set forth in the General Conditions.

**ARTICLE 4: CONTRACT SUM.** The Owner shall pay the contractor for the performance of this contract, subject to additions and deductions as provided in the Contract Documents and in this agreement, the amount of Two Million Two Hundred Thirty Four Thousand dollars and Zero Cents (2,234,000.00) for the Base Bid scope with amendments as noted in this agreement.

**ARTICLE 5: PAYMENTS.**

Payment terms shall be as detailed in Paragraph IX of the General Conditions included in the bid documents and technical specifications dated August 23, 2005 and are incorporated herein by reference and made a part of this Agreement.

**IN WITNESS THEREFORE,** this Agreement has been duly made by the parties on the day and year first written above.

Stephen F. Stockton  
City of Bloomington  
Title: Mayor

Max Dirker  
P.J. Hoerr, Inc.  
Title: Project Manager

Signed this 24th day of October, 2005.

Attest: Tracey Covert

**Motion by Alderman Crawford, 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, Sprague, Matejka and Purcell.**

**Nays: None.**

**Motion carried.**

**Tom Anderson, Anderson Spencer Company, (ASC) 2028 Warehouse Rd., Normal, addressed the Council. He stated that his company was the apparent low bidder. The next bid was over \$68,000 more. City staff had questioned ASC's experience. He cited the firm's past experience at Prairie Vista and the Den golf courses and Illinois State University.**

**Alderman Huette questioned if ASC had completed a pool project. Mr. Spencer responded negatively. ASC planned to use a highly recommended firm for the pool. He noted that references were to be supplied within twenty-four (24) hours of the bid opening.**

**Keith Rich, Director of Parks, address the Council. At the time of the bid opening, ASC had not included a list of references for the pool; a list of subcontractors was included in the bid qualification. He acknowledged that this was a procedural matter. He noted that the other two (2) bidders had compiled with the specifications. The bid account was to be completed by line item. The request was made of all the bidders. City staff evaluated the bids based upon the information provided.**

**Alderman Crawford questioned if City staff had spoken to anyone with ASC regarding their bid's shortcomings. Mr. Rich noted the bid line item was provided within twenty-four (24) hours. He added that this information was provided after the bid opening.**

**Tom Hamilton, City Manager, addressed the Council. He stated that ASC did not meet the specifications. He noted that City staff's recommendation was based upon a technicality. He restated that ASC did not provide the required information.**

**Mr. Rich agreed that the information was not provided with bid. The other bidders followed the bidding procedures.**

**Alderman Schmidt stated that the Council has the authority to waive bid requirements. Mr. Hamilton noted to waive technicalities. ASC did not submit a completed bid. Mr. Rich noted that eventually everything was supplied. Mr. Hamilton questioned where City staff should draw the line.**

**Alderman Crawford noted that ASC submitted paperwork late. Mr. Rich noted that an issue was shoreline qualification which addressed erosion control. City staff anticipated a cost of \$75,000 for this item. City staff was unsure if this figure was included**

in ASC bid. The City had been put on notice that ASC was later notified and included the missing information. City staff had followed the bid process.

Alderman Huette questioned the water garden. Mr. Rich noted that this item was a part of the total. When ASC was subsequently notified, City staff was informed that this was not the case.

Andy Kaufman, PJ Hoerr, Inc., 117 Merle Ln., Normal, addressed the Council. He noted that the bid was also the contract. All bidders need to follow the rules. ASC was the apparent low bid. However, ASC was allowed to clarify their bid after the bid opening. He cited the cost of the water garden. ASC did not include a list of subcontractors. This firm was given an additional twenty-four (24) hours. He cited p. 32, Section 991.03 which required three (3) references for the bid to be valid. PJ Hoerr had built six (6) pools in the last ten (10) years. A formal bid is a process. Bidders need to trust the process. A company invests a lot of time to submit a bid.

Mr. Anderson readdressed the Council. ASC had been a general contractor for over twenty-four (24) years. ASC had never shopped for a price. ASC looks for the best price for the customer. ASC may not have had the time to complete all of the paperwork. However, the numbers contained in the bid document were good. The bid was complete.

Mayor Stockton noted that all of the required paperwork was not in on time. The decision would be up to the Council.

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

Nays: None.

Motion carried.

Alderman Matejka noted that both firms were reputable companies. Bidders needed to respect the process which can be complicated. Their staffs must be thorough to insure that needed information is included. The bid packet must be complete at the time of the bid opening.

Alderman Sprague noted that all bidders must follow the process. He cited the bids for Performance Spotlights and Forklift Truck as examples.

Motion by Alderman Matejka, seconded by Alderman Finnegan that the bid be awarded to P.J. Hoerr, Inc., in the amount of \$2,234,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**Nays: Alderman Crawford.**

**Motion carried.**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve the Purchase of 911 Equipment and Furniture

As efforts continue to return the City to its own emergency communications system, staff met with representatives of Verizon who provided a quote for 911 related equipment. Verizon was chosen as the vendor for this equipment as they are the current vendor for similar equipment maintained at MetCom, thus allowing for identical equipment required by the McLean County Emergency Telephone Systems Board (ETSB).

The quote includes equipment in the following categories:

- 1.) Dispatch Station Furniture for each dispatcher, designed for 24/7 operation and provides for ergonomic working conditions at seven stations. This quote does not include chairs for the workstations. The total for this category including installation is: \$163,231.71.
- 2.) Voice recording software and hardware allowing for the recording of all incoming and outgoing telephone calls at the center and all selected radio traffic into and out of the center. The total quote for this category including installation is \$56,025.04.
- 3.) 911 controller and statistical equipment allowing staff to keep track of emergency and non-emergency telephone calls into the center to accurately measure performance of the system and of the users of the system. The total quote for this category including labor and training is \$271,251.54.

Additionally, there is a quote for network electronics which includes a CISCO, Inc. switch to support this equipment in the amount of \$9,365.

The total for all of these items including freight charges of \$4,688 and a \$10,000 anticipated charge for minor materials is \$514,560.75. Verizon quoted a discount of \$118,480.37, and a shipping and handling charge of \$6,631.63 was added. Additionally, a charge of \$651 was added for the CISCO, Inc. switch maintenance bringing the final quote for all equipment to \$403,363.01.

McLean County ETSB is purchasing other equipment needed for the system and paying for the maintenance contract for the 911 system with the exception of the controller and statistical package equipment, which will be paid for by the City. This cost of this portion of the equipment will be determined after action is made by ETSB regarding maintenance contracts. Staff will return to Council at that time to request payment for that portion of the equipment.

Staff respectfully requests that the formal bidding process be waived and the quote submitted by Verizon in the amount of \$403,363.01 be accepted, the Purchasing Agent be authorized to issue a Purchase Order for same, and a Resolution be adopted. Funds for this equipment will come from funds budgeted for the Communications Center in Account F15118-72120.

Respectfully,

Roger J. Aikin  
Chief of Police

Tom Hamilton  
City Manager

**Alderman Sprague noted his vote to withdraw from Metcom was based upon information which the Council was given from Police Department staff. He acknowledged that things can change and any decision was only as good as the information provided. He cited the significant change in the numbers. He cited the cost to withdraw from Metcom. He questioned the change to the numbers and why the City would spend more than anticipated, (\$325,000).**

**Jeff Sanders, Asst. Police Chief, addressed the Council. He began by apologizing. Alderman Sprague restated that his vote was based upon reason and the numbers provided by Police Department staff. Asst. Chief Sanders noted that the figures were prepared in January 2005 and were a best estimate of the cost to withdraw. There were additional costs for the City to serve as Metcom's back up. Equipment must be compatible with Metcom. A decision was made that additional consoles would be needed.**

**Alderman Sprague requested a report. He added his belief that some of these items should have been anticipated. He noted that the plan called for four (4) staff people per shift. Asst. Chief Sanders added that three (3) staff positions would be needed for the back up center.**

**Motion by Alderman Sprague, seconded by Alderman Crawford that the item be laid over until the Council's October 10, 2005 meeting, and City staff prepare a new cost list by line item with all expenditures to date.**

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

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

**Nays: None.**

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

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petitions submitted by Deneen Brothers Farms, LLC; Richard Searls, Jr.; John Searls; and Eastlake LLC requesting approval of an Annexation Agreement that requests R-1C High Density Single Family Residence District, and R-2 Mixed Residence District zoning, and Petitions for Annexation and Rezoning for property located south of East Oakland Avenue; east of Towanda Barnes Road; north of Ireland Grove Road; consisting of approximately 450 acres. (Case Z-05-05) (East of Ward # 8)

**BACKGROUND INFORMATION:**Adjacent Zoning

north: (County) Agriculture  
 south: (County) Agriculture  
 east: (County) Agriculture  
 west: (County) Agriculture

Adjacent Land Uses

north: cropland  
 south: single family dwelling, cropland east:  
 east: single family dwelling, cropland  
 west: cropland

Beyond the boundary of the current Comprehensive Plan.

Proposed Comprehensive Plan recommends: “low to medium density residential & conservation/recreation” use.

Eastlake LLC., has prepared a revised concept plan for the development of this 450 acre tract of agricultural land which does not include a 66 acre lake and a 62 acre park and public access area around the lake that was in the previous plan. The new plan shows the two tributaries of the Kickapoo Creek within an 88.5 acre greenway area that includes the flood plains, storm water detention basins, and at least 10 acres of public access ways, (bike/pedestrian trails). A 20 acre park is shown to the south and east of this greenway area in the new plan, and a 25 acre future school site is shown to the east of it. The previous plan proposed 97 R-2 zoned lots (for 194 dwelling units) and 717 lots zoned R-1B or R-IC which totals 911 dwelling units.

The new plan proposes 97 R-2 zoned lots (194 dwelling units ) and 807 lots zoned R-1B or R-IC which adds up to a total of 1,001 dwelling units. The City’s public park dedication requirements for 1001 dwelling units is 23.42 acres. The new plan proposes a north-south principal arterial street at 2000 E. through the western portion of the development as recommended in the Long Range Transportation Plan 2030 for Bloomington-Normal Urbanized Area. This new plan is consistent and in harmony with the proposed City of Bloomington Comprehensive Plan that has



been the subject of a series of public hearings held by the Planning Commission and is recommended by the Commission for adoption by the City Council.

The September 8, 2005 draft of the proposed annexation agreement includes the following new obligations:

1. Page 5, Paragraph IV.- 1.-e.) --

**e) Developer shall reimburse Old Town Township Road District the local share of recent improvements to a bridge on T. R. 2100 East in an amount not to exceed \$50,000.00 within 30 days from the effective date of this Agreement.**

2. Page 5, Paragraph IV.- 2.

**2. Improvement - At the election of the City, and in lieu of any other adjacent street improvement obligation, Developer shall either:**

**a) Improve Ireland Grove Road from Towanda Barnes easterly 9,300 lineal feet by providing a 4-1/2" asphalt overlay to a width of 22 feet, at a cost not to exceed the total cost of the alternative listed below. or in the alternative**

**b) Eastlake shall provide at final platting of adjacent property, a substandard adjacent roadway guarantee as per City Code. The amount of the guarantee shall be based on \$125.00 per front foot. The bond and guarantee shall be for the frontage of the Eastlake development on Ireland Grove Road (except the Park and Greenway frontage) and on Road 2100 E.**

**Nothing in this agreement shall be construed as relieving Searls or Deneen from their responsibility to meet the code requirements for adjacent substandard street(s) at such time as they subdivide adjacent property."**

(This improvement will probably last for seven to ten years before it would have to be upgraded.)

Staff has reviewed the September 8, 2005 draft of the Eastlake LLC Annexation Agreement which reflects the following changes recommended by City staff:

1. Page 6, Paragraph IV-A-3-a) adds the following last sentence: **"The Arterial Street at 2000 E shall not allow direct access from lots fronting thereon and shall have a 45 mph design speed."**

2. Page 7, Paragraph IV-A-3-c) deletes the second sentence therefrom and inserts a new second sentence as follows:

c) Owner may construct a boulevard street from Ireland Grove Road north on the easterly side of the proposed residential development. ~~The City and/or adjacent property owner shall pay the~~

~~entire reasonable cost for said boulevard street where it is not adjacent to residential development proposed by Developer.~~ **The City shall reimburse ½ the cost of said boulevard street, where it is not adjacent to residential development, to Eastlake within 30 days of billing.**

3. Page 7 & 8, Paragraph IV-A-3-d) revised as follows:

d) ~~If Owner installs a boulevard street, it~~ **Owner shall include a grade-separated pedestrian crossing under said street cited in Paragraph IV A 3 c** to facilitate pedestrian traffic, **one-half** the cost of which shall be reimbursed to Eastlake ~~one-half~~ by the City, within 30 days from billing. ~~The other half from the adjacent property owner when the adjacent property develops.~~

4. Page 8, Paragraph IV-A-3-e) revised as follows:

e) The City ~~shall~~ **may** allow Developers to construct berms **in outlots** and signage in ~~outlots and~~ street medians. Any signage and berms constructed shall be per code and maintained by the homeowners association **which shall indemnify the City and hold the City harmless.**

5. Page 10, Paragraph IV-C-2 revised as follows:

2. Eastlake shall pay a tap on fee to the City to connect to the City's sanitary sewer pump station, force main and sewer proportional to the capacity of said pump station, force main and sewer used for Owner's development, divided by the total capacity of said pump station force main and sewers on ~~an acreage~~ **a flow** rather than ~~flow~~ **an acreage** basis. Tap on fees shall be paid at the time of final platting of subdivision additions.

6. Page 13, Paragraph IV-E-2 revised to read as follows:

2. Owner shall prepare the park and public access way for seeding and seed the land with a seed mixture approved by the City. ~~City-Owner~~ shall provide erosion protection plantings for **the stream restoration area**. ~~The greenway and any native prairie grass and flower plantings/seeding the City wants for the public access way around the detention basin and greenway.~~ **In the event grant funds are available for seeding, planting and/or preparation work, the City shall apply for those funds and if received, use them for this purpose.**

7. Page 14, Paragraph IV -E-3-a) (spelling error & directional corrections)--

a) Developer will dedicate a minimum of 300 foot wide greenway for the east branch of Kickapoo Creek and a ~~minium~~ **minimum** 250 foot wide greenway for the east ~~west~~ branch north to the east west collector. The development shall be designed to maintain the 100 year flood within this greenway."

8. Page 14, first sentence of Paragraph IV -E-4 (spelling error & clarification clause)--

4. Eastlake shall "rough grade", within the **public** access way, for a future pedestrian / bike trail around the proposed greenway **in consultation with the City** in general conformance with the location shown on the sketch plan."

At the September 14th meeting, Mr. Kenneth Emmons, City Planner, commented that the Council action the previous Monday had annexed the Pony League and Golwitzer properties making this tract contiguous to the City.

He referred to a letter received from Mr. David Deneen, dated September 13, 2005 stating his interest in the land located in the southeast corner of the intersection of Towanda-Barnes and Ireland Grove Roads. Mr. Deneen indicated a desire to annex the balance of his property when municipal services become available and to subsequently develop the tract. Mr. Emmons referred also to a September 12, 2005 letter from Mr. Frank Miles, attorney for the petitioner, advising of a requirement in the City Code to submit plans to the Council within a 120 day time frame. Mr. Emmons noted that Mr. Todd Greenburg, City Corporate Counsel, had reviewed the question and concurs with the petitioners' attorney that the plan for the Eastlake Subdivision had been in front of the Planning Commission for at least 120 days and that the petitioners may seek to have the plan sent to Council without a recommendation.

The following persons presented testimony in favor of this petition at the September 14th public hearing:

- Mr. Vic Armstrong, Jr., 45 Country Club Place.
- Mr. Frank Miles, 202 N. Center Street.

Mr. Armstrong noted that he is president of Eastlake L.L.C. He noted other members present in the audience; Mr. Marshal Kaisner, Mr. Bill Doud, Mr. Larry Hundman, and Mr. Don Franke. He explained that these individuals had acted as developers in Bloomington-Normal for a long time. He recalled laying out Eagle Ridge in 1985. He said that from that year to now, Bloomington processes some 400 to 600 building permits for new homes each year. Normal adds 200 to 300 more and the County an additional 75. He explained that they had not been able to bank land as they had in the past and have perhaps a 12 to 18 month supply. He also noted the options to purchase the property in question would expire in December. Some owners had not been willing to commit to renewal. Mr. Armstrong expressed the opinion that this would be an outstanding project and a model environmental project.

Mr. Miles thanked the Commission for all the time they have devoted to consideration of this petition and to the proposed Comprehensive Plan. He praised the City staff that had worked on this project, Mr. Neil Finlen for the engineering, Mr. Jim Rutherford for the impact on the farm community, Ms. Marylou Goodpastor for the environmental analysis and design, Mr. Trent Thomas for the redevelopment of the stream corridor consultation, and Mr. Mike Callahan and Mr. Kenneth Schroeder for the B/NWRD Facilities Planning Area Expansion application process.

Mr. Miles noted that this project was in planning for two years before it was ready to submit to the City for consideration. He explained that it is a considerable undertaking to bring together the land control, financing, development experience, and sales force to make a project of this size successful. He referred to a map that he reviewed as indicating that the east side was running out of land for urban development. Mr. Miles noted that sewers are an important consideration in site selection. He referred to a 1990 plan that anticipated a sanitary sewer located on the

Kickapoo drainage way. He noted that a few years ago a pump station was constructed on the west side of the City allowing the development of Fox Creek. He noted that the City made an upfront investment in the infrastructure and is being paid back by subsequent development.

Mr. Miles announced that the Illinois Environmental Protection Agency had approved the expansion of the Facilities Planning Area the previous week. There would be approvals to provide sanitary sewer treatment for the new areas.

Mr. Miles commented that it is difficult to provide for major roads before development in that it is hard to predict where development will go, combined with the public burden of a cost of one to three million dollars per mile. He commented that when a major road is constructed the adjacent developers have to dedicate right-of-way or contribute to the costs. He observed a policy decision to require the passage of an Ordinance.

Mr. Miles observed that Ireland Grove Road is great from the west up to Towanda-Barnes Road. He reminded that the petitioner is willing to contribute adjacent road improvement funds upfront so that an overlay can be laid and be of service during the construction period of the proposed development. As to a jurisdictional transfer, Mr. Miles indicated that an agreement had not yet been worked out with Old Town Township.

As to being “compact and contiguous”, Mr. Miles noted that the development is a compact rectangular shape and is as contiguous as it can be provided there’s a corridor reserved to the west. He also noted the expressed intent of Searls and Deneen property owners to annex the balance of their tracts and develop same when municipal services are provided.

Mr. Miles commented that the development team has provided affordable housing in the community. He noted the developments of Prairie Place & Lakewood Estates in Bloomington and Greenbriar Subdivision & Savannah Green in Normal as noted housing options in the form of entry-level apartments and condominiums. Mr. Miles summarized his belief that this was a good proposal that was good for the community. He noted the interesting topography; water crosses it, there will be stream bed restoration, and that the project is in a location with good access to employers and services. Commissioner Nuckolls stated that the petitioners’ willingness to listen, be flexible and adjust plans was commendable. Mr. Searls said he represented the five owners, and he confirmed the intent to annex the balance in the area when municipal services are available.

The following persons presented testimony in opposition to this annexation agreement at this September 14, 2005 public hearing:

- Mr. Melvin Jeter, 19906 E 1600 N Road
- Mr. Kevin Devine, 10691 N 1250 E Road
- Ms. Denille Devine, 9626 N 2200 E Road
- Mr. Homer Bozarth, 19564 E 1200 N Road, Downs
  - Mr. Dusty Burton, 22510 E 900 N Road, Downs

Mr. Jeter urged more development on the west side instead, and stated that this development may conflict with a potential future transportation corridor. He urged waiting until the alignment study was finished.

Mr. Devine testified that the proposed project was not compact, nor contiguous with the City. He questioned the speed with which the wider area would develop after this project is filled. He noted his concern regarding the potential route of the bypass highway being in conflict with this development and urged delay of the project until the alignment study is finished. He also urged development to the City's south or west sides, and noted that his family has been farming in the area for 137 years. Ms. Devine indicated that she felt the City could be allowing development to dictate sewerage and road decisions. She urged building where infrastructure is already available. She agreed that the approval of this project could limit the State's options in its transportation corridor study.

Mr. Phil Reynolds, 8270 N 2200 E Road, Downs, reported that the City and Old Town Township officials held further meetings, where options were discussed concerning maintenance, jurisdictional transfer, and costs. He said progress had been made and work was ongoing. Mr. Tom Hamilton, City Manager, stated that there were number of ways to handle things, such as the Township keeping jurisdiction and City doing maintenance, or City receiving jurisdiction and Township doing maintenance for a period. He said discussions had been congenial and expressed confidence that an agreement would be worked out, but that there were a lot of issues to consider.

Mr. Bozarth stated that he is against the project, and that it would put more traffic on East Oakland Avenue and Veteran's Parkway. He requested the definition of "flood plain" and "wetland." Ms. Marylou Goodpastor, an environmental design consultant, explained that "flood plain" is designated by the Federal Emergency Management Agency, and is land that has a certain chance of being flooded once in 5, 10, 25 or 100 year occurrences. "Wetlands", are areas that have soils that are characteristic of flooding and have vegetation adapted to water cover for at least part or most of the year. Mr. Bozarth questioned whether a road could be built over flood plains or wetlands. Ms. Goodpastor replied in the affirmative. Mr. Bozarth claimed that the Commission had previously indicated that a highway could not be built through the Eastlake project area because of wetlands. Mr. Bozarth questioned whether reconstruction of the stream would kill fish. Ms. Goodpastor agreed that it would but noted that there are "good populations" downstream which she expected to migrate back to this stretch of the stream, and would flourish in the habitat that was rehabilitated. Mr. Bozarth questioned whether the fish were affected by the sewage treatment plant further to the south. Mr. Trent Thomas, of the Illinois Department of Natural Resources, testified that the Little Kickapoo is a typical stream and testing has not shown any adverse impact yet.

Mr. Burton objected to the fact that the City would have control over an area one and one half mile beyond Eastlake. He objected to the density of the project, preferring a lower density. He had doubts about the greenway portion remaining maintained and appealing. Adjacent farming activity would be adversely affected. He expressed doubts that Ireland Grove Road would hold up until further improvements would be scheduled.

Mr. Mike Callahan, Executive Director of Bloomington-Normal Water Reclamation District, noted that Illinois Environmental Preservation Agency (ILEPA) approval was necessary to expand Bloomington-Normal's Facilities Planning Area. He noted that the process was initiated last winter and a work group was established which included environmentalists, developers, and ordinary citizens. He indicated that there is a need to be mindful of obtaining better surface water quality. He confirmed that the ILEPA had approved the expansion requested. He commented that the environmental considerations of the stream rehabilitation, wetlands, siltation basin features in the greenways of this project were a "stellar precedent" for other development. Mr. Callahan noted that development that is not served by City sewer can still be developed in the County, but with septic tanks and leach fields. He pointed out the possibility of eventually hooking up the Village of Downs to sewer lines and draining the watershed south to the BNWRD's new treatment plant. This is a prospect that he indicated should serve water quality in the lower Little Kickapoo.

Mr. Miles noted that the City has: (1) a mile and a half review of proposed subdivisions under the Subdivision Code and (2) a right to protest any County rezoning within a mile and a half. He noted that the last Eastside Highway Corridor Study had one option to the west of this site and one option to the east of this site. He stated that it would be an unlikely choice to build a highway down the Kickapoo Creek drainage way. No other testimony was presented at this September 14, 2005 public hearing.

Commissioner Baughan commented that the Planning Commission's role is to hold public hearings, take input, and transmit minutes and reports on to Council. He urged that it was time to make a decision. Commissioner Dulac stated his concern about the development's distance from the City and about the infrastructure costs. He expected that to see development there at some point, and that the Commission should be consistent. If other land owners had the right to develop without restriction of a corridor, then these land owners do as well. Commissioner Nuckolls stated his support of the project and added his opinion that it would make a outstanding neighborhood. He expressed his appreciation for the efforts to work with environmental groups. Chairperson Cain was pleased at how the environmental concerns were addressed. Commissioner Morton was pleased that the petitioners were willing to provide upfront money to improve Ireland Grove Road.

Commissioner Shaw expressed several concerns:

- (1) The McLean County Regional Planning Commission Consistency Review Report recommended that the project be reevaluated after a decision is reached by the City as to whether to preserve a highway study corridor;
- (2) This plan is not compact and contiguous growth;
- (3) The expense of the sewage pumping station;
- (4) Growth can be accommodated better on the City's west side; and
- (5) Concern over other infrastructure costs.

Chairperson Cain commented that it is the Council's role to address some of these issues. Commissioner Shaw also commented that this development does not incorporate housing diversity, nor create a complete neighborhood with shopping and services. Commissioner Dulac

observed that he lives in Fox Creek and travels farther to work and stores than many of these people would have to travel. Commissioner Rackauskas commented that this land is not good for a highway and offered that homes and ecological rehabilitation is the best use of the land. She extended her appreciation for the effort to improve water quality for the area. Commissioner Brandt noted her concern regarding the issue of compact growth, but on the whole observed more plusses than she originally noted.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission closed the public hearing this petition on September 14, 2005, and passed a motion by a vote of 8 to 1 recommending Council approval of the 09-08-05 draft of the annexation agreement in Case Z-05-05.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and recommends Council approval of this petition and the 09-08-05 draft of the annexation agreement in Case Z-05-05 after Council conducts the September 26, 2005 public hearing on such proposed agreement.

Respectfully,

Kenneth Emmons  
City Planner

Tom Hamilton  
City Manager

**ANNEXATION AGREEMENT**

PURSUANT to legislative authorization found in Article .11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "city" and DENEEN BROTHERS FARMS, L.L.C. (hereinafter Deneen), RICHARD A. SEARLS, JR., THOMAS J. SEARLS, RICHARD A. SEARLS III, STEPHEN J. SEARLS, AND JOHN D. SEARLS (hereinafter Searls), and EASTLAKE, L.L.C. (hereinafter Eastlake, Owner, or Developer) The Deneen property is described on Exhibit A, the Searls property on Exhibit B, and the Eastlake property on Exhibit C. The parties AGREE AS FOLLOWS:

I. ANNEXATION PETITION. Eastlake, Deneen and Searls, subject to the terms and conditions set forth in this annexation agreement, have petitioned the City of Bloomington, requesting annexation of tracts of land described in Exhibits "All, "B" and "C" (hereinafter referred to as "the tract") to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the tract, including specifically a public hearing on this annexation agreement conducted

after notice as required by law and ordinance on the 11th day of April, 2005, continued to the 26th day of September, 2005.

II. ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington within 30 days from the date of submission of an annexation plat depicting the area to be annexed and all required supporting documentation.

### III. ZONING. SKETCH PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.

A. Zoning - Within 30 days of any annexation of all or any portion of the tract, the City agrees to rezone the tract to the zoning classifications set forth on Exhibit D. The public hearing required for such rezonings having been held before the Planning Commission of the City of Bloomington on the 23rd day of March, 2005, continued to the 14th day of September, 2005, after notice required by law and ordinance.

B. Sketch Plan Approval - The City hereby approves a Sketch Plan for the property, a copy of which Sketch Plan is attached hereto and made a part hereof as Exhibit "E".

C. Subdivision Plan Approval - Within 60 days from the submission of one or more Preliminary Subdivision Plans and Final Subdivision Plats in the form and with the content required by the City's Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve Preliminary Subdivision Plans and after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements, the City agrees to approve Final Subdivision Plats, provided such plans and plats are in substantial accordance with the approved Sketch Plan and approved Preliminary Plans. Any Preliminary Subdivision Plan may include less than all the acreage in the tract, provided it contains at least 40 acres.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final subdivision plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

#### A. Streets & Sidewalks

##### 1. Adjacent Roads [Ireland Grove Road, County Highway 28 and 2100 East] Right-of-Way.

a) Deneen shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right-of-way plats and dedication documents shall be prepared by Developer.

b) Searls shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right-of-way plats and dedication documents shall be prepared by Developer.



c) Eastlake shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width and the West 1/2 of 2100 East as required by the City of Bloomington, but not more than 50 feet in width. Right-of-way plats and conveyance documents shall be prepared by Developer.

d) City agrees to take jurisdiction over and maintenance responsibility for Ireland Grove Road adjacent to the tract if an inter-governmental agreement between the County and the City defining same is approved by the City, County and State.

e) Developer shall reimburse Old Town Township Road District the local share of recent improvements to a bridge on T. R. 2100 East in an amount not to exceed \$50,000.00 within 30 days from the effective date of this Agreement.

2. Improvement - At the election of the City, and in lieu of any other adjacent street improvement obligation, Developer shall either:

a) Improve Ireland Grove Road from Towanda Barnes easterly 9,300 lineal feet by providing a 4-1/2" asphalt overlay to a width of 22 feet, at a cost not to exceed the total cost of the alternative listed below.

or in the alternative

b) Eastlake shall provide at final platting of adjacent property, a substandard adjacent roadway guarantee as per City Code. The amount of the guarantee shall be based on \$125.00 per front foot. The bond and guarantee shall be for the frontage of the Eastlake development on Ireland Grove Road (except the Park and Greenway frontage) and on Road 2100 E.

Nothing in this agreement shall be construed as relieving Searls or Deneen from their responsibility to meet the code requirements for adjacent substandard street (s) at such time as they subdivide adjacent property.

3. Interior streets -

a) All interior streets shall be built by Owner to City subdivision code standards. Any oversizing or increased structural strength required by the City over and above what is required to serve this subdivision shall be installed by Eastlake and shall be paid for by the City within 30 days from billing by Eastlake. The Arterial Street at 2000 E shall not allow access from lots fronting thereon and shall have a 45 mph design speed.

b) The Owners may elect to construct one or more entrance gates for residential streets under the following conditions:

1. 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.

2. A viable homeowners association or other responsible agency shall be transferred the maintenance responsibility (including snow removal) for said private street.

3. The City shall be granted access to said private street for maintenance of other utilities such as water and sanitary sewer.

4. 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).

5. 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.

6. The Homeowners Association shall supply the City with a hold harmless agreement.

c) Owner may construct a boulevard street from Ireland Grove Road north on the easterly side of the proposed residential development. The City shall reimburse one-half the cost of said boulevard street, where it is not adjacent to residential development, to Eastlake within 30 days of billing.

d) Owner shall include a grade separated pedestrian crossing under said street described in Paragraph IV A 3 C to facilitate pedestrian traffic, one-half the cost of which shall be reimbursed to Eastlake by the City, within 30 days from billing.

e) The City may allow Developers to construct berms in outlots and signage in street medians. Any signage and berms constructed shall be per code and maintained by the homeowners association, which shall indemnify the City and hold the City harmless.

5. Traffic Impact Analysis - Owner shall prepare and submit a traffic impact analysis for the development. The analysis shall predict the traffic impacts on the interior streets, Ireland Grove Road and 2100 E. The Owner shall prepare an Intersection Design Study for the intersection of the Arterial Street entrance at 2000 E with Ireland Grove Road. If traffic signals are warranted at this location because of traffic generated by the Eastlake development, the Owner shall pay the cost of the signalization, with installation to be made when traffic from the development warrants the installation.

## B. Water

1. To the Site: The Developer shall design and construct a water main of a size determined by the City to serve the tract if developed as depicted on the Sketch Plan along Ireland Grove Road from Towanda Barnes Road to the West line of the Eastlake property by Eastlake shall have no requirement to pay a tap on fee to connect to this water main. City shall reimburse Developer the entire cost of this water main within 30 days from billing by Eastlake.

2. Adjacent to the Site: Eastlake shall construct water mains on the adjacent roads South and East of their development of a size to be determined by the City. Where said water mains are adjacent to property to be developed by Eastlake for residential purposes, Developer shall pay for that portion of the cost of a water main of a size sufficient to serve the development. The

City shall pay the cost of oversizing the main beyond what is required to serve the development. Where the water main is adjacent to park land or other land not being developed for residential purposes by Eastlake, the City shall reimburse the entire cost of that portion of the main. The City shall make payment within 30 days from billing by Eastlake.

3. Within the Site: Eastlake shall construct water mains within their development to comply with City standards. If the City requests any internal water mains to be larger in diameter than is required to serve the development, the City shall pay the reasonable cost for oversizing after installation and within 30 days from billing by Eastlake.

#### C. Sanitary Sewer –

1. The City shall design and construct a sanitary sewer pump station and necessary sanitary sewer force mains and sewers of a sufficient size to serve the Development as depicted on the Sketch Plan by July 1, 2007 or such later date as Eastlake may accept.

2. Eastlake shall pay a tap on fee to the City to connect to the City's sanitary sewer pump station, force main and sewer proportional to the capacity of said pump station, force main and sewer used for owner's development, divided by the total capacity of said pump station, force main and sewers on a flow rather than acreage basis. Tap on fees shall be paid at the time of final platting of subdivision additions.

3. Eastlake shall not be required to pay a sanitary sewer tap on fee for land used for park, pump station, Greenway purposes or land not proposed for development by Eastlake.

4. Eastlake shall dedicate reasonable and sufficient land to the City for the construction of a sanitary sewer pump station, if a location study identifies Eastlake property as a preferred location.

5. Eastlake shall construct interceptor sanitary sewers within their development to comply with City standards. If any internal sanitary sewers are to accept flow from future upstream areas, the City's share shall be determined based on the areas served, with Eastlake responsible only for its developed area (exclusive of park, Greenway, and pump station site) and the City reimbursing Eastlake for the costs attributable to all other areas, with payment to be made within 30 days from billing by Eastlake.

6. If a sanitary sewer and pump station is not in place ready to use by January 1, 2007, the City shall permit a temporary "sewer on wheels" at developer's expense until such time as the pump station and force main are accepted.

D. Storm Water Drainage - Detention - Owner agrees to build a detention basin and weir to provide storm water detention at the location depicted on the Sketch Plan of a size and capacity sufficient to serve the property.

1. Owner shall design, obtain necessary permits for and construct a weir and storm water detention basin.

2. The City shall assist in obtaining necessary permits, including signing permit applications as owner of completed weir and storm water detention basin.

3. The City shall accept ownership of and maintain completed weir and storm water detention basin.

4. If this development provides storm water storage in excess of that required by Code for the tract, the City shall participate in the costs of constructing the proposed weir and storm water detention basin. Cost sharing would be based upon the proportionate share of additional volume provided as compared to the total volume and shall include land costs at fair market value. Design and construction shall be by Eastlake. The City's share shall be paid within 30 days from billing by Eastlake.

5. City agrees to use its best efforts to obtain easements and permits allowing appurtenant backup on upstream properties, if necessary.

6. Eastlake shall incorporate into the design of the proposed weir and storm water detention basin sediment entrapment devices and wetland area to improve the water quality in the Kickapoo Creek and to reduce future maintenance costs. These enhancements to-the detention basin and Greenway shall be considered a reasonable part of the detention basin/Greenway construction costs to be shared with the City if storm water storage capacity in excess of City code requirements is provided.

#### E. Park Land Dedication –

1. Owner shall dedicate park land to the City as shown on the Sketch Plan, which shall include a 20+ acre park and 10+ acre public access way around the detention basin/Greenway.

2. Owner shall prepare the park and public access way for seeding and seed the land with a seed mixture approved by the City. Owner shall provide erosion protection plantings for the stream restoration area. In the event grant funds are available for seeding, planting and/or preparation work, the City shall apply for those funds and if received, use them for this purpose.

3. If the amount of land dedicated is less than that required by Code, Developer shall pay and City shall accept a fee in lieu. If the amount of land dedicated exceeds that required by Code, Developer shall be allowed a credit against other fees due, based on a land value of \$30,000 per acre.

a) Developer will dedicate a minimum of 300 foot wide greenway for the east branch of Kickapoo Creek and a minimum 250 foot wide greenway for the west branch north to the east west collector. The development shall be designed to maintain the 100 year flood within this greenway.

4. Eastlake shall "rough grade", within the public access way, for a future pedestrian/bike trail around the proposed greenway in consultation with the City in general conformance with the

location shown on the sketch plan. The City shall construct the proposed pedestrian/bike trail at least 10 feet in width. The City shall pay the entire cost of designing and constructing this trail.

V. MODEL HOMES -

A. The City shall allow the construction of up to ten model single family homes and/or zero lot line homes on the premises for presentation and sale purposes, provided water, sewer and a gravel base road surface are installed before construction commences. The location of the model homes may change from time to time and place to place as the Owner desires. Notwithstanding the foregoing, no conveyance of title shall take place of any model home or multiple family structure until a final subdivision plat is of record for the lot on which said model home is located. No certificate of occupancy shall be issued for any model home or multiple family structure until an approved street is in place to provide access to the lot on which said model home is located.

VI. BONDING - The Owner may fulfill the bonding requirements of Chapter 24, Section 3.16 of the City's Code as it pertains to sureties for uncompleted public improvements for any tract of land by posting a \$250,000.00 revolving commercial surety bond from an insurance company reasonably acceptable by the City, a revolving letter of credit on a local financial institution, or a revolving cash escrow. The Owner shall provide a substandard roadway surety in addition to the revolving surety for uncompleted public improvements.

VII. OTHER ANNEXATIONS - The Owner, not later than thirty (30) days after the date of annexation of any portion of the Tract, shall file the necessary petitions to annex the area annexed to the Central Illinois Regional (Bloomington -Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

VIII. APPLICABLE LAW - Except as provided in the agreement, the owner shall in the use and development of the property comply with all then applicable zoning, building and mechanical codes of the City. Except as otherwise provided in this Agreement, the development of the tract during the life of this Agreement shall comply with the subdivision code regulations in effect on the date of this Agreement, not those adopted after the date of this Agreement.

IX. DEFAULT - Prior to the declaration of any default or the initiation of any action to enforce, terminate or seek damages for alleged violation or non-compliance of this agreement, the party asserting the breach, default or non-compliance shall give written notice to the other party specifying the nature of the alleged breach default or non-compliance and provide a reasonable period of time (not less than 30 days) to cure.

X. DURATION - This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

Dated at Bloomington, Illinois, this 21<sup>st</sup> day of April, 2005.

CITY OF BLOOMINGTON, ILLINOIS, A  
MUNICIPAL CORPORATION

BY: Stephen F. Stockton

ATTEST:

BY: Tracey Covert

DENEEN BROTHERS FARMS, LLC

BY: David Deneen

Richard A. Searls, Jr.

Thomas J. Searls

Richard A. Searls III

Stephen J. Searls

John D. Searls

EASTLAKE LLC

BY: Mercer Turner

List of Exhibits

- |           |                                |
|-----------|--------------------------------|
| Exhibit A | Deneen                         |
| Exhibit B | Searls                         |
| Exhibit C | Eastlake                       |
| Exhibit D | Zoning description             |
| Exhibit E | Sketch Plan                    |
| Exhibit F | Deneen Right-of-way Dedication |
| Exhibit G | Searls Right-of-way Dedication |

Exhibit "A"

Deneen Tract

Part of Northwest Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at Northwest Corner of said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along West Line of said Northwest Quarter; thence east 1292.14 feet along a line 300.00 feet normally distant south of and parallel with North Line of said Northwest Quarter, and which line forms an angle to the

right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on East Line of said Northwest Quarter lying 948.50 feet south of Northeast Corner thereof; thence north 948.5 feet along said East Line to Northeast Corner thereof; thence west along North Line of said Northwest Quarter to Point of Beginning, excepting there from, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

Exhibit "B"

Searl Tract

North 300 Feet of Northeast Quarter of Section 17 and South 948-53 Feet of North 1,248.53 Feet of West 300 Feet of Northeast Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois.

Exhibit "C"

Bittner, Mecherle, Benjamin & Rudesill Tracts

South 1,100 Feet of West 1,400 Feet of Northwest Quarter of Section 9; also, a tract of land being approximately 35 acres in South half of Northeast Quarter of Section 9, said tract of land being trapezoidal in shape, approximately 600 feet in length on the north side, approximately 1,800 feet in length on the south side and the East Line of said tract being the East Line of South Half of said Northeast Quarter; also, South Half of Section 9 except 10 acres around and including Tax Parcel No. 22-09-400-002; and also, East Half of Southeast Quarter of Section 8, all being in Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois.

**EXHIBITS "D" AND "E" ON FILE IN THE CITY CLERK'S OFFICE**

Exhibit "F"

Deneen Road Dedication for Annexation Agreement

All that part of the following described property lying within a strip of land 50 feet in width located south of adjacent to the North Line of the Northwest Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian except there from, any portion of said 50 foot strip which has previously been dedicated. Said property is described as:

A part of the Northwest Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along the West Line of said Northwest Quarter; thence east 1292.13 feet along a line 300.00 feet normally distant south of parallel with the North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south

965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on the East Line of said Northwest Quarter lying 948.50 feet south of the Northeast Corner thereof; thence north 948.5 feet along said East Line to the Northeast Corner thereof; thence west along the North Line of said Northwest Quarter to the Point of Beginning, excepting there from, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

### Exhibit "G"

#### Searls Road Dedication for Annexation Agreement

The North 50 Feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

**Tom Hamilton, City Manager, introduced this item. A map of the land to be annexed had been posted for the Council to review. This Petition had taken six (6) months to process. City staff and the Planning Commission have given the Council a positive recommendation. The annexation would include 450 acres of land along Ireland Grove Rd. and Towanda Barnes Rd. A regional storm water detention basin would be provided. In addition, a wetland area would also be established. This would be a key element to this development.**

**The Illinois Environmental Protection Agency, (IEPA), had approved the expanded Facilities Planning Area for Bloomington Normal Water Reclamation District, (BNWRD). The City's eastside would eventually use the BNWRD's Randolph plant. This was a key element for the City's growth to the east. Eastlake would be the first piece to a larger sewage drainage plan. The City would have to provide a lift station in the interim. There was a plan for this system. He cited State Farm Corporate South as an example. BNWRD would have flexibility. It would provide for a back up system. It would also be a plan for the future (the next twenty to fifty years). The City would collect tap on fees.**

**There would be the ability to provide sewer service along Ireland Grove Rd. Fees would be paid as subdivisions are developed. The City will have to pay certain expenses up front. The initial sewer work would address near term development, (seven to ten years). He noted that the eastside corridor might have an interchange at Ireland Grove Rd. He described this approach as prudent.**

**The developers would provide the required park land dedication. The wetlands would be on a larger scale than at Tipton Park. This development has the support of local environmental groups.**

**The water main to the site would be paid for by the City. The developer would cover the cost for a twelve inch (12") water main. There would also be a Unit 5 school site.**



Road maintenance would be addressed through an intergovernmental agreement with Old Town Township. The City has done traffic counts. The agreement with the Township was a work in progress.

He noted that this was the closest parcel to develop which may be located east of a possible corridor. There would be a gap of undeveloped land in the interim. He restated that the developers had taken a prudent approach. This development would be good today and good for the City in the long term. The developers had submitted a good plan which would be a good investment in the City. City staff supported this Petition.

Alderman Huette questioned if the tap on fees would cover the cost of the wetlands. Mr. Hamilton noted that tap on fees would be collected from future developments. Alderman Huette questioned if there would be a pump station. Mr. Hamilton responded affirmatively. Alderman Huette questioned if the sewer along Ireland Grove Rd. would be put in prior to the Eastlake development. Mr. Hamilton noted that the City and developer were going beyond the requirements. There would be a seven to ten (7 – 10) year time line. Additional development will occur and the sewer would be available.

Alderman Crawford noted the cost of a pump station, (\$3 million). Mr. Hamilton responded that he was not sure. Tap on fees are based upon actual cost.

Alderman Sprague questioned if the City would issue bonds for this sewer project. Mr. Hamilton noted that bonds would be an option. The City might be eligible for an IEPA loan.

Alderman Finnegan questioned the airport corridor. Mr. Hamilton noted that this area was based upon the airport's runway.

Alderman Sprague noted that this development would be along Ireland Grove Rd. and east of Towanda Barnes Rd.

Alderman Purcell questioned the time line for the pump station. Mr. Hamilton noted a year. The pump station would serve Eastlake and the land along the south side of the rail road. Alderman Purcell questioned the pump station's volume. It would be in excess of 1,000 acres. Part of the system would include a gravity sewer.

Alderman Purcell noted that the detention basin would be larger than required. He questioned who would incur this cost. Mr. Hamilton noted that it would be beyond the needs of the Eastlake Subdivision. The City would pay the over sizing cost.

Alderman Purcell questioned if there would be a bike trail. Mr. Hamilton stated that the park development would be typical. There would be plenty of recreational opportunities. There also was the potential for environmental benefit.

Mayor Stockton opened the Public Hearing.

Frank Miles, 202 N. Center, addressed the Council as attorney for the Eastlake, LLC, Petitioner. He offered to answer any questions that the Council might have. The development team was present. He noted the Farnsworth Group and Bob Fleming, attorney, who had addressed land acquisition. The Petition was addressed by the Planning Commission for six (6) months. Meetings were held with various groups in order to address concerns and improve the development plan. He cited various reports which support this development. This project had been a two (2) year effort. The development team was built and the land was acquired. The project would involve a public/private partnership. The City's east side was out of developable land. He cited the City's past history such as the Fox Creek Country Club pump station. Additional development would occur which would in turn reimburse the City for the upfront costs. This was a good plan. The development team showed its willingness to meet with people and work towards a compromise. There would be a landscaped drainage way which in the future could be expanded to the Village of Downs.

Mr. Hamilton added that a provision had been added by the developers to pay Old Town Township \$50,000 for a new bridge. He added that this provision had been received after the Council's Agenda had been published. If an agreement can be worked out, it would require Council's approval.

Phil Reynolds, 8270 N. 2200 E. Rd., Downs, Old Town Township Road Commissioner, addressed the Council. He acknowledged that he had been faxed a proposal. He requested a separate traffic count as he believed the numbers should have been higher.

Mr. Hamilton cited the low traffic volume. The agreement would be for a jurisdictional transfer. The Township would retain maintenance responsibility to a certain point. The key issue would be snow plowing. He expressed his belief that the City and the Township could work out an agreement. The City could run scales and fine over weight vehicles. These fines can be for thousands of dollars. The Township's fine was only \$75.

Mr. Reynolds noted that the Township could enact an ordinance which would ban trucks.

Alderman Crawford questioned the risk if an agreement was not worked out. Mr. Hamilton stated that the City would annex the roads. This action would make the roads the City's responsibility. Alderman Crawford noted that there was no reason to hold up this development.

Mayor Stockton closed the Public Hearing.

Alderman Schmidt expressed her appreciation for the concern about ecology. This was a creative partnership which would bring a nice piece of property into the City.

**Alderman Sprague thanked the development team, the Farnsworth Group, Stan Cain, Chairman and the entire Planning Commission. The information provided to the Council kept them in the loop.**

**Motion by Alderman Matejka, seconded by Alderman Crawford 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, Sprague, Matejka and Purcell, and Mayor Stockton.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Approval of Management Agreement for the U.S. Cellular Coliseum with Central Illinois Arena Management, Inc.

On January 14, 2002, the City entered into a Consulting and Sales Agreement with Central Illinois Arena Management, Inc. ("CIA"). On April 26, 2004, the Council voted to approve a Pre-Opening Sales and Management Agreement ("POSM") with CIA. John Butler and Mike Nelson are the principal officials of CIA. The POSM remains in effect.

The POSM contains the following clause:

In further consideration of this Agreement, the City shall negotiate in good faith with CIA to enter into a Management Agreement for the operation and management of the sports and entertainment center which Agreement shall take effect upon substantial completion and opening of the Center. Further, CIA shall have a right of first refusal with respect to any Management Agreement the City may negotiate with another entity.

In July of 2005, CIA exercised its right of first refusal. The Agreement before Council includes all necessary exhibits under the Management Agreement. ~~with the exception of the final drafts of~~ The final drafts of the Hockey and Arena Football lease agreements are being reviewed by the parties, and should appear on the Council agenda for October 10, 2005. Neither of the prior management agreement drafts with Bloomington Partners and Bloomington-Normal Arena

Management included the necessary exhibits. Both of the other agreement drafts were subject to CIA's rights under the POSM Agreement.

Specifics of the Management Agreement is as follows:

CIA has negotiated a naming rights agreement with United States Cellular Corporation for the arena and with Pepsi-Cola General Bottlers, Inc. for the public ice rink. U.S. Cellular will contribute \$150,000 annually for ten years; Pepsi will contribute \$50,000 annually for ten years. By approving this Management Agreement, the City is also approving these naming rights agreements. The parties to the naming rights agreements provide \$2,000,000 in revenue to the Coliseum over ten years. In addition, in the unlikely event of a termination of the naming rights agreements, CIA remains responsible for the naming rights revenue, although it retains the ability to resell the naming rights.

CIA shall provide a Capital Contribution of up to \$1,000,000 in cash or equipment to the Coliseum for the purchase of all concession equipment necessary and appropriate to provide the Coliseum with commercially reasonable food and beverage and merchandise related equipment. CIA is responsible for providing to the Coliseum commitments from professional sports franchises as long-term, primary tenants at the Coliseum. CIA has tendered draft leases with BMI Hockey, L.L.C. and B-N Football, L.L.C. which are being reviewed by staff. As stated earlier, it is anticipated that these leases will be on the Council agenda for the October 10, 2005 meeting.

The term of the management agreement is ten years, with an option by CIA to exercise one 5 year renewal. The City has the right to renegotiate fees and conditions for the 5 year renewal term.

CIA's compensation for acting as the manager of the Coliseum is set forth in Section 10 of the Agreement. It will receive an annual fee or 4% of gross revenues; it will also receive a 20% share of the Coliseum's operating revenues. Gross revenues and operating revenues are defined in Section 10. There is an incentive fee which would be divided between the City and CIA in the event the naming rights are resold at a future date for an amount in excess of \$200,000; as noted before, this clause would operate only in the unlikely event of a termination of the US Cellular and Pepsi contracts.

Staff respectfully recommends that this agreement be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

J. Todd Greenburg  
Corporation Counsel

Tom Hamilton  
City Manager

**Mayor Stockton introduced this item. He cited the Work Session held on September 12, 2005. There was a lot for the Council to consider.**

Tom Hamilton, City Manager, addressed the Counsel. The proposed management agreement was similar to the one prepared by Bloomington Partners, (BP), and Bloomington Normal Arena Management (BNAM). The primary difference involved the naming rights. A key question was how to secure these dollars in the future. No company was immune to financial difficulties. He noted the Council's question regarding Central Illinois Arena Management (CIA) financial wear with all. The previous drafts, (BP and BNAM) did not include agreement with the major tenants, (minor league hockey and arena football). This agreement was a complete package. All of the information has been provided. He restated that past proposed agreements were incomplete.

Alderman Matejka noted that he had a number of questions. He requested a fuller explanation. Mayor Stockton concurred that there were a number of questions/issues. He suggested that another Work Session be held the week of October 3, 2005.

Alderman Sprague noted that the City had the lease agreements.

Alderman Matejka noted financing. The revenue should pay for the bonded indebtedness. He questioned if there would be a source of capital beyond the building. The naming rights were critical. The City needed to be prepared for a worst case scenario.

Mayor Stockton noted the \$1.5 million load for equipment/working capital. He questioned how binding the lease agreements were.

Alderman Crawford noted the hockey team partnership which included Tony Lisman. He requested CIA's balance sheets.

Alderman Schmidt questioned if the LLC paperwork had been completed and if it was a legal entity. She also had questions about how it would work – the management agreement, hockey team ownership. She questioned if there was any conflict of interest. She questioned how one impacted the other and what would happen in any event. Mr. Hamilton stated that the final leases were never tenured. Alderman Sprague noted that the specifics/documentation had never been provided.

Alderman Crawford noted that the Council voted on the BP/CIA and BNAM/CIA agreements. Mr. Hamilton noted that the vote on BP included a vision that CIA would become a part of this group. The Council's action on BNAM was similar. This did not occur. CIA had the first right of referral. Alderman Crawford stated his belief that the parties had the financial wear with all.

Mr. Hamilton noted that a key issue was the naming rights which had already been sold. Alderman Crawford stated that security was missing. He questioned the party's wealth. Mr. Hamilton noted the impact of the loss of the naming rights.

Alderman Sprague requested time to review all of the contracts: naming rights, sponsorships, suite arrangements, sport team's financials, costs, etc. He also wanted to review income projections over the same ten (10) year contract. He wanted to match

management terms. Mr. Hamilton noted that the terms were different. Alderman Sprague noted that the financial statement was based upon future income. He questioned what would happen upon nonrenewal.

Alderman Crawford compared the bond issue to a thirty (30) year mortgage. He believed the various financial commitments were for three to five (3 – 5) years.

Alderman Huette cited the terms for US Cellular. It included a number of outs; it included the number of events and attendance. A good question was where is the revenue stream. Mayor Stockton noted that the answer might be dependent upon what CIA was relying on.

Alderman Sprague noted that future income was listed as an asset. Mayor Stockton noted CIA's right of first refusal. He questioned if the City could add new conditions at this time. Hannah Eisner, Deputy Corporation Counsel, addressed the Council. She noted Mr. Greenburg's interpretation that this contract mirrored the one supplied by BP. She addressed financial back up. This analysis should be done regardless of the party.

Mayor Stockton noted guaranteed sponsorship. Alderman Sprague noted that sponsorship was also listed as a part of the assets. He questioned if it was considered a renewal asset.

Alderman Matejka noted that if the agreement was the same, then the Council's expectation of financial solvency should also be the same. Mayor Stockton noted that CIA should have the worth/assets to perform.

Alderman Huette noted that the City should look at their track record. CIA had secured the naming rights, and suites and club seat sales. He expressed his belief that CIA could perform.

Alderman Matejka addressed conflict of interest. He noted preemption to their team and who would be best served. Mr. Hamilton acknowledged the potential. The City must insure that this does not happen. CIA's pay was based upon gross revenue. Their contract contained grounds for dismissal. Performance can be an issue.

Alderman Finnegan questioned industry practices. Mr. Hamilton noted that the situation was not uncommon.

Mayor Stockton noted that he had attended the press conference. The City needed to know the safeguards.

Alderman Gibson questioned why the facility would not be offering basketball. Mr. Hamilton noted that basketball was not a part of the pro forma. There was not a strong league outside of the NBA (National Basketball Association). He also noted the presence of Illinois State University and Illinois Wesleyan University. There was NCAA Division I and Division III basketball present in the community.

Mayor Stockton noted local interest in indoor soccer. He expressed his support and recommended that it be given consideration. Mr. Hamilton noted that opportunities would come along. Individuals would want to be a part of a successful operation.

Alderman Huette questioned which numbers were for the US Cellular Coliseum versus the Pepsi Ice Center. Mr. Hamilton offered to clarify the numbers. Alderman Huette noted that a missing piece was concessions. He read from the contract. He questioned the project's cost, (construction of the facility). Mr. Hamilton noted that the concessions area was not a part of the Guaranteed Maximum Price. This area was not included in the original bid. Mayor Stockton added that there was not enough detail available at that time. This area would be paid for from the contingency. Alderman Huette expressed his opinion that this area was a part of the architect's responsibility. Mr. Hamilton responded negatively. The architect needed the concession areas' menus in order to properly design the concession areas' kitchens. Bigelow was hired to design these areas with the assistance of Game Time Food & Beverage. Alderman Huette stated that the \$435,000 cost would be absorbed through the contingency.

Alderman Purcell questioned who was in control. Mr. Hamilton noted that it was the responsibility of the management company. CIA could choose to sublet concessions. Alderman Purcell questioned who entered into the contract with Game Time. Mr. Hamilton restated that CIA was responsible for providing concessions. The building would receive a percentage of the sales.

Alderman Huette added that CIA planned to pay for the equipment over a ten (10) year period.

Alderman Matejka questioned the annual operating budget. Mr. Hamilton noted that after the agreement is approved by the Council, it would be incorporated into the City's budget. CIA must provide an operating budget to his office by September.

Alderman Crawford questioned the size of the parking deck. Mr. Hamilton stated 275 spaces. He offered to provide a written response to the Council's questions. Alderman Huette requested the opportunity to speak with CIA. Mayor Stockton recommended that they be invited to the Work Session. Alderman Huette wanted to hear their vision. Mayor Stockton recommended that the Work Session commence at 7:00 p.m. It should be scheduled as soon as possible and should be for a couple of hours. He recommended that Todd Greenburg, Corporation Counsel, and Hannah Eisner, Deputy Corporation Counsel, be present.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the item be laid over until the Council's October 10, 2005 meeting and a Work Session be held in the interim.

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

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

**Nays:** None.

**Motion carried.**

**MAYOR'S DISCUSSION:** Mayor Stockton informed the Council that the City had received a "Support the Guard/Reserve" award. There were only six (6) employers in McLean County to receive this award.

Mayor Stockton noted that the City's response to Hurricane Katrina. The City has provided firefighters and Community Development has transferred \$50,000 of its CDBG (Community Development Block Grant) for emergency housing activities. Any further efforts should be directed through the City Manager's office.

Mayor Stockton informed those present that the Council meetings would be broadcast through internet streaming. WJBC radio would also place the meetings on their website. Work continues with Insight, local cable provider.

Mayor Stockton requested that Tom Hamilton, City Manager, prepare a report regarding the US Cellular Coliseum's contingency fund and the City's 911 dispatch center.

**CITY MANAGER'S DISCUSSION:** Tom Hamilton, City Manager, informed the Council that Lake Bloomington was down eleven feet (11') and Lake Evergreen was down two feet (2'). Maintenance work at Lake Bloomington continues. Craig Cummings, Director of Water, addressed the Council. He informed the Council that the work on the dam and boat dock had been completed. Mr. Hamilton added that in total the water levels were okay.

Mr. Hamilton informed the Council that on Thursday afternoon, September 22, 2005 the decision was made to perform more work on the Downtown streetscape program. It was confirmed on Friday, September 23, 2005 that the Downtown TIF (Tax Increment Financing) District had been replenished with streetscape funds.

**ALDERMEN'S DISCUSSION:** Alderman Finnegan questioned pay differential. Tom Hamilton, City Manager, responded affirmatively.

Alderman Matejka noted that work had begun on the Ensenberger Building. A covered walk way had been provided for Center St. pedestrians.

**Motion by Alderman Matejka, seconded by Alderman Sprague, that the meeting be adjourned. Time: 10:07 p.m.**

**Motion carried.**



**Tracey Covert  
City Clerk**

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