

**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, August 22, 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 Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

Staff Absent: City Manager Tom Hamilton.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Opening of One Bid for Two (2) Ice Resurfacers and Two (2) Two Ice Edgers for the Public Ice Rink and the US Cellular Coliseum

Bids were received by the City Clerk on August 10, 2005, for two (2) Ice Resurfacers and two (2) Ice Edgers for the Public Ice Rink and the US Cellular Coliseum. There is \$121,500 budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff requests that the City Council authorize the Purchasing Agent to open the bid at the August 22, 2005 meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Matejka that the Bid be opened at the Council meeting, referred to Staff for analysis and reported back to Council prior to the end of the meeting.

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: Opening of One Bid for the Improvement of Six Points Road at Heartland Hills

Bids were received by the City Clerk on August 15, 2005 for the Improvement of Six Points Road at Heartland Hills. The Engineer's Estimate for this work is \$128,522. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff requests that the City Council authorize the Purchasing Agent to open the bid at the August 22, 2005 Meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Schmidt, seconded by Alderman Matejka that the Bid be opened at the Council meeting, referred to Staff for analysis and reported back to Council prior to the end of the meeting.

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:

Stan Cain, Beautification Committee Chairman, addressed the Council. He introduced Beautification Committee newest members who were present: Judy Stearns, Mary Anderson, and Ajoy Muralidhar. Beautification awards are given to residential and commercial properties. The Committee solicited nominations and reviewed same. This year, there were fifty-three (53) residential and twelve (12) commercial nominations. Eleven (11) residential and four (4) commercial properties had been selected for an award. He noted when the fifteen (15) properties were placed on the City's ward map it became evident that the awards were well distributed throughout the City.

Residential awards were given to the following: Dave and Connie Lefort, 53 Pebblebrook Ct.; Duane Jessee, 7 Vermont; Nicole Ray, 613 E. Walnut; Ralph and Linda Lehmann, 1213 Clinton Blvd.; Howard and Patricia Parette, 1501 E. Grove; Martin and Sally Case, 1925 E. Oakland; and Richard Stroyan and Susan Farrell Stroyan, 1901 E. Oakland; Vicky and Bob Williams, 711 W. Washington; Jo Morrison and Sandy Lewis, 21 Brompton Ct.; Dan Kim and Heidi Henschel, 5 Honeysuckle Ct.; and Doug and Janet Smith, 711 E. Bissell. The Leforts and Ms. Ray were not present to receive their awards.

Commercial awards were given to the following: Cracker Barrel, 502 Brock Dr.; Culver's, Jim and Julie Wolfer, 1807 W. Market; The Copy Shop, Bill and Bev Edwards, 302 E. Washington; and Robert John Hair Studio, 1501 E. Jackson. No one was present from Cracker Barrel to receive the award.

Mr. Cain noted that each property was visited. He congratulated the recipients. Mayor Stockton concurred with Mr. Cain's last statement.

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Council Proceedings of December 27, 2004

The Council proceedings of December 27, 2004 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 Sprague that the reading of the minutes of the previous Council Meeting of December 27, 2004 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 Sprague 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 third partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$6,246 will have been paid to date for work certified as 25% complete for the Peace Meals. Completion date - April 2006.
2. The third partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$1,869 will have been paid to date for work certified as 25% complete for the John M. Scott Home Delivered Meals. Completion date - May 2006.
3. The first partial payment to Paul Brown, First Midstate, Inc., in the amount of \$20,000 on a contract amount of \$100,000 of which \$20,000 will have been paid to date for work certified as 20% complete for the Facade Program. Completion date - April 2006.
4. The eighth 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 \$30,000 will have been paid to date for work certified as 67% complete for the McLean County Economic Development. Completion date - December 2008.
5. The third and final payment to GM Snipes Construction Company in the amount of \$29,268 on a contract amount of \$250,000 of which \$249,422 will have been paid to date for work certified as 100% complete for the 2004-2005 Rigid Pavement Patching Program. Completion date - August 2005.
6. The third partial payment to JG Stewart Contractors in the amount of \$8,404.52 on a contract amount of \$180,000 of which \$42,283.80 will have been paid to date for work certified as 23% complete for the 2005-2006 Sidewalk Replacement and Handicap Ramp Program. Completion date - December 2005.
7. The thirteenth partial payment to Felmley Dickerson, Inc., in the amount of \$37,250 on a contract amount of \$611,969 of which \$450,647 will have been paid to date for work certified as 74% complete for the Courthouse Square Streetscape. Completion date - October 2005.
8. The first partial payment to F & W Lawn Care Specialists in the amount of \$1,045.85 on a contract amount of \$16,807 of which \$1,045.85 will have been paid to date for work certified as 6% complete for the 2005-2006 Seeding at Various Locations. Completion date - May 2006.

9. The first partial payment to New World Systems in the amount of \$395,455 on a contract amount of \$671,523 of which \$395,455 will have been paid to date for work certified as 59% complete for the Police & Fire Computer Aided Dispatch System. Completion date - July 2006.
10. The fourteenth and final payment to Lewis, Yockey & Brown in the amount of \$10,832.28 on a contract amount of \$131,065.67 of which \$131,065.67 will have been paid to date for work certified as 100% complete for the Design Ft. Jesse Rd. Improvements - 1100 Ft. east of Airport Road. Completion date - May 2005.
11. The tenth partial payment to Lewis, Yockey Brown in the amount of \$20,200.50 on a contract amount of \$139,500 of which \$112,412.80 will have been paid to date for work certified as 81% complete for the Design of Hamilton Road from Bunn to Commerce. Completion date - October 2005.
12. The third partial payment to Clark Dietz, Inc., in the amount of \$13,614.99 on a contract amount of \$330,000 of which \$57,706.30 will have been paid to date for work certified as 17% complete for the Hamilton Road - Timberlake to Main Street. Completion date - December 2006.
13. The twentieth partial payment to Clark Dietz, Inc., in the amount of \$1,158.93 on a contract amount of \$366,591.65 of which \$341,271.99 will have been paid to date for work certified as 93% complete for the Hamilton Road - Greenwood to Timberlake Lane. Completion date - August 2005.
14. The first partial payment to Rowe Construction in the amount of \$48,224 on a contract amount of \$341,726.34 of which \$48,224 will have been paid to date for work certified as 14% complete for the Downtown Intersection Improvements. Completion date - October 2005.
15. The sixth partial payment to Stark Excavating, Inc., in the amount of \$23,893 on a contract amount of \$285,592.80 of which \$277,165 will have been paid to date for work certified as 97% complete for the Erickson Avenue - Oakland to Illinois. Completion date - August 2005.
16. The fourth partial payment to Rowe Construction in the amount of \$91,492 on a contract amount of \$843,492.81 of which \$314,853 will have been paid to date for work certified as 37% complete for the Hershey Road Widening - Yorktown to Eastland. Completion date - September 2005.
17. The nineteenth partial payment to Stark Excavating, Inc., in the amount of \$157,000 on a contract amount of \$2,518,251.70 of which \$2,166,700 will have been paid to date for work certified as 86% complete for the Airport Rd. - Rt. 9 to Gill Street. Completion date - November 2005.

18. The fifth partial payment to Felmley Dickerson Inc., in the amount of \$132,480 on a contract amount of \$823,000 of which \$604,890 will have been paid to date for work certified as 73% complete for the Design/Build for the US Cellular Coliseum Parking Deck. Completion date - April 2006.
19. The eighth partial payment to Johnston Contractors, Inc. in the amount of \$61,922.20 on a contract amount of \$371,005 of which \$245,987.87 will have been paid to date for work certified as 66% complete for the Design/Build for the US Cellular Coliseum Parking Deck. Completion date - April 2006.
20. The second partial payment to D & H Electric & Heating Co. in the amount of \$31,567.50 on a contract amount of \$108,500 of which \$43,978.50 will have been paid to date for work certified as 41% complete for the Design/Build for the US Cellular Coliseum Parking Garage. Completion date - April 2006.
21. The sixth partial payment to IPC, Inc., in the amount of \$21,932.10 on a contract amount of \$1,271,950 of which \$1,098,666.90 will have been paid to date for work certified as 86% complete for the Design/Build for the US Cellular Parking Garage. Completion date - April 2006.
22. The fifteenth partial payment to Central Illinois Arena Management, Inc., in the amount of \$57,563.80 on a contract amount of \$738,188.75 of which \$335,070.95 will have been paid to date for work certified as 45% complete for the Professional Services. Completion date - December 2005.
23. The sixteenth partial payment to Johnston Contractors, Inc. in the amount of \$181,414.55 on a contract amount of \$3,374,550 of which \$1,863,130.08 will have been paid to date for work certified as 55% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
24. The sixth partial payment to Merrill Iron & Steel, Inc., in the amount of \$91,341 on a contract amount of \$795,654 of which \$583,861.50 will have been paid to date for work certified as 73% complete for the Design/Build - Erection for the US Cellular Coliseum. Completion date - April 2006.
25. The third partial payment to Felmley Dickerson, Inc., in the amount of \$7,947 on a contract amount of \$729,727 of which \$52,632 will have been paid to date for work certified as 7% complete for the Design/Build - Misc. Metals for the US Cellular Coliseum. Completion date - April 2006.
26. The eighth partial payment to Merrill Iron & Steel, Inc., in the amount of \$78,613.20 on a contract amount of \$1,526,586 of which \$1,339,755.77 will have been paid to date for work certified as 83% complete for the Design/Build - Fabrication for the US Cellular Coliseum. Completion date - April 2006.

27. The fifth partial payment to Felmley Dickerson, Inc., in the amount of \$9,306 on a contract amount of \$663,114 of which \$60,849 will have been paid to date for work certified as 9% complete for the Design/Build - General Trades for the US Cellular Coliseum. Completion date - April 2006.
28. The second partial payment to CIMCO Refrigeration, Inc., in the amount of \$51,378.30 on a contract amount of \$1,591,141 of which \$422,411.40 will have been paid to date for work certified as 27% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
29. The fifth partial payment to Automatic Fire Sprinkler, LLC in the amount of \$8,442 on a contract amount of \$355,000 of which \$76,923 will have been paid to date for work certified as 22% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
30. The thirteenth partial payment to Mid-Illinois Mechanical, Inc., in the amount of \$118,339 on a contract amount of \$3,387,343 of which \$1,028,621.69 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.
31. The seventh partial payment to D & H Electric & Heating Co., in the amount of \$99,900 on a contract amount of \$2,777,272 of which \$532,791 will have been paid to date for work certified as 19% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
32. The eighth partial payment to G.A. Rich & Sons in the amount of \$76,923 on a contract amount of \$1,194,558 of which \$352,747.80 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.
33. The second partial payment to Kone, Inc., in the amount of \$101,587.77 on a contract amount of \$169,627 of which \$116,854.20 will have been paid to date for work certified as 69% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
34. The first partial payment to Associated Constructors Co., Inc., in the amount of \$47,250 on a contract amount of \$961,302 of which \$47,250 will have been paid to date for work certified as 5% complete for the Design/Build for the US Cellular Coliseum. Completion date - December 2006.
35. The third partial payment to Kelly Glass in the amount of \$25,965 on a contract amount of \$305,398 of which \$139,365 will have been paid to date for work certified as 37% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.

36. The fourth partial payment to Hoerr, Inc., in the amount of \$200,399.98 on a contract amount of \$782,930 of which \$445,199.98 will have been paid to date for work certified as 57% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
37. The seventh partial payment to IPC, Inc., in the amount of \$369,630.90 on a contract amount of \$4,694,900 of which \$3,448,987.21 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.
38. The eleventh partial payment to Stark Excavating, Inc., in the amount of \$110,605.50 on a contract amount of \$3,557,749 of which \$2,515,852.80 will have been paid to date for work certified as 71% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
39. The fifth partial payment to Commercial Floor Covering in the amount of \$3,462 on a contract amount of \$288,904 of which \$179,533.50 will have been paid to date for work certified as 62% complete for the Design/Build for the US Cellular Coliseum. Completion date - April 2006.
40. The sixteenth partial payment to Turner Construction Company in the amount of \$6,518 on a contract amount of \$187,824 of which \$122,644 will have been paid to date for work certified as 65.30% complete for the Project Management Services for the Bloomington Center for the Performing Arts. Completion date - June 2006.
41. The fifth partial payment to Thompson Dyke & Associates in the amount of \$40,150 on a contract amount of \$227,450 of which \$150,311.94 will have been paid to date for work certified as 63.97% complete for the Holiday Pool/Park Renovation. Completion date - August 2006.
42. The fifth partial payment to Thompson Dyke & Associates in the amount of \$3,262.98 on a contract amount of \$41,750 of which \$39,243.21 will have been paid to date for work certified as 89% complete for the Miller Park Zoo Development - South End. Completion date - December 2006.
43. The first partial payment to Lohmann Golf Design in the amount of \$7,437.50 on a contract amount of \$20,625 of which \$7,437.50 will have been paid to date for work certified as 36% complete for the Prairie Vista Golf Course - Renovation #18. Completion date - June 2007.
44. The sixth partial payment to Stark Excavating, Inc., in the amount of \$210,155.97 on a contract amount of \$1,495,727.60 of which \$1,346,154.84 will have been paid to date for work certified as 87.90% complete for the Tipton Park - Phase II. Completion date - November 2005.

45. The first partial payment to Ancel, Glink, Diamond, Bush Dicianni & Rolek, P.C. in the amount of \$15,358.75 on a contract amount of \$50,000 of which \$15,358.75 will have been paid to date for work certified as 31% complete for the Regional Water Supply Legal Consultation - Potable Water Supply. Completion date - March 2006.
46. The seventh partial payment to Clark Dietz, Inc., in the amount of \$155.48 on a contract amount of \$22,000 of which \$9,255.68 will have been paid to date for work certified as 42% complete for the Water Department Emergency Response Plan. Completion date - December 2005.
47. The seventh partial payment to Consoer Townsend in the amount of \$11,059.64 on a contract amount of \$74,700 of which \$36,824.66 will have been paid to date for work certified as 49% complete for the Comprehensive Water Distribution System Hydraulic Mode a/k/a Master Plan. Completion date - October 2005.
48. The eighth partial payment to Stark Excavating, Inc., in the amount of \$70,490 on a contract amount of \$901,234 of which \$708,133 will have been paid to date for work certified as 78.50% complete for the Lake Bloomington Retaining Wall at Water Treatment Plant. Completion date - October 2005.
49. The third partial payment to Clark Dietz, Inc., in the amount of \$9,061.51 on a contract amount of \$44,000 of which \$21,894.60 will have been paid to date for work certified as 50% complete for the Sugar Creek Headwater Study. Completion date - January 2006.
50. The third partial payment to Gildner Plumbing, Inc., in the amount of \$16,000 on a contract amount of \$75,189 of which \$38,700 will have been paid to date for work certified as 51% complete for the East Street Water Main - Mulberry St. To Locust. Completion date - September 2005.
51. The fifty-sixth partial payment to Farnsworth Group in the amount of \$7,515 on a contract amount of \$868,472 of which \$868,295.53 will have been paid to date for work certified as 99% complete for the Design Transmission Water Main to Lake Bloomington. Completion date - May 2005.
52. The second partial payment to Gildner Plumbing, Inc., in the amount of \$3,375 on a contract amount of \$101,340 of which \$97,375 will have been paid to date for work certified as 96% complete for the Irvin Park - Storm Sewer Replacement. Completion date - September 2005.
53. The fourth partial payment to Farnsworth Group in the amount of \$7,889.15 on a contract amount of \$50,500 of which \$33,894.19 will have been paid to date for work certified as 67% 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.

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 Sprague requested a copy of all back up documents for all payments submitted by Central Illinois Arena Management (CIA) for his review.

Alderman Crawford questioned Payment 22. The fifteenth partial payment to Central Illinois Arena Management, Inc., in the amount of \$57,563.80 on a contract amount of \$738,188.75 of which \$335,070.95 will have been paid to date for work certified as 45% complete for the Professional Services. Completion date - December 2005. He specifically questioned if this payment excluded attorney's fees. Todd Greenburg, Corporation Counsel, responded affirmatively. Alderman Crawford also questioned the percentage complete. December was not that far away. Mr. Greenburg noted that this figure was based upon the amount paid to date.

Alderman Sprague noted that this agreement would be rear end heavy. Alderman Crawford questioned CIA's performance. The largest tasks were the hockey and football team leases. He questioned team status. Mr. Greenburg noted that the field had been narrowed. Alderman Crawford cited the March 2006 planned opening.

Mayor Stockton acknowledged the importance. There were a number of obligations. He cited equipment, furnishings, and booking shows. He noted that arena football would be the first event.

Motion by Alderman Crawford, seconded by Alderman Sprague that 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 July, 2005

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

The Audit of these accounts took place on Monday, August 22, 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 Sprague that the audit of the bills and payrolls for the Township for the month of July, 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 July 2005.
2. Monthly Receipt & Expenditure Report, July 2005.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

REPORTS ON FILE IN CLERK'S OFFICE

Motion by Alderman Crawford, seconded by Alderman Sprague 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: Members of the City Council
From: Stephen Stockton, Mayor
Subject: Appointment(s) and Reappointment(s) to Various Boards and Commissions

I ask that you concur with the following appointments to the Beautification Committee:

Judy Stearns, 306 E. Locust St. - Ms. Stearns is a local landlord. She recently started the Cultural District Neighborhood Association and is the current president of the organization. Judy is very concerned about her neighborhood and is working very diligently to make it an enjoyable place to live.

Ajoy Muralidhar, 1210 Moss Creek Road - Ajoy is originally from India. He has lived in the US for 13 years and is a United States citizen. He works at State Farm Insurance in Systems. Ajoy is an engineer by training with a Bachelors degree in Mechanical Engineering and a Master degree in Industrial Engineering from the University of Nebraska, specializing in human factors. He is an avid gardener and has always been active in the communities where he has lived, seeking to keep neighborhoods presentable and attractive. Ajoy is married and has a 3 year old daughter.

Mary Anderson, 3207 Brennan Lane - Mary has lived in Bloomington/Normal for 25 years. She works at OSF St. Joseph Medical Center in Health Information Services as a registered Health Information Technician. Mary has a degree in Communications from ISU and a degree in Health Information. Her interests are gardening, reading, world travel and swimming. She served on

the Board of Directors for the McLean County Dance Company for 8 years. Mary is married to Davis Anderson and they have an adult daughter.

Their terms will expire 4/30/2009.

Respectfully,

Stephen F. Stockton
Mayor

Motion by Alderman Crawford, seconded by Alderman Sprague that the appointments 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 Crowd Control Barricades and Stanchions for the U.S. Cellular Coliseum

Bids were opened on August 10, 2005, for twenty five (25) Crowd Control Barricades and twenty five (25) Retractable Stanchions. Five vendors were notified of the bid and four vendors responded. The bid tabulation follows:

Vendor Name	Vendor Location	Bid Amount
Signature Fencing & Flooring	New York, NY	\$5,673.00 *
Franklin Marketing	La Crosse, KS	\$5,804.45
Tamis Corporation	Pittsburgh, PA	\$6,916.25
Hundman Lumber	Bloomington, IL	\$12,642.50

* Recommended Bid

The bid submitted by Signature Fencing and Flooring met all of the required specifications. Staff respectfully requests that Council accept the low bid of \$5,673 submitted by Signature Fencing and Flooring and authorize the purchasing agent to issue a purchase order for same.

Funds 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 Sprague that the bid be awarded to Signature Fencing and Flooring in the amount of \$5,673, 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: Bid Analysis for Folding Tables for the U.S. Cellular Coliseum

Bids were opened on August 10, 2005, for (60) various-sized folding tables. Twenty vendors were notified of the bid and ten vendors responded. The bid tabulation follows:

Vendor Name	Vendor Location	Bid Amount
WM Putnam	Bloomington, IL	No Bid
Corporate Express	East Peoria, IL	No Bid
Paxton's	Bloomington, IL	No Bid
Belson Outdoors	North Aurora, IL	No Bid
Mity-Lite	Orem, UT	\$9,323.00*
ATD American Company	Wyncote, PA	\$11,251.18
VIRCO, Inc.	Torrance, CA	\$12,385.60
Lincoln Office Environments	Bloomington, IL	\$13,443.84
Clarín Seating	Lake Bluff, IL	\$13,489.10
Hundman Lumber	Bloomington, IL	\$15,677.94

* Recommended Bid

The bid submitted from Mity-Lite met all of the required specifications. Staff respectfully requests that Council accept the low bid of \$9,323 submitted by Mity-Lite and authorize the purchasing agent to issue a purchase order for same. Funds 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 Sprague that the bid be awarded to Mity-Lite in the amount of \$9,323, 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: Bid Analysis for Commercial Ice Covers for the U.S. Cellular Coliseum/Pepsi Ice Rink

Bids were opened on August 10, 2005, for two (2) Commercial Ice Covers. Four vendors were notified of the bid and three vendors responded. One ice cover is for the Pepsi Ice Rink and one cover is for the U.S. Cellular Coliseum. The bid amount shown includes freight, installation, etc. The bid tabulation follows:

Vendor Name	Vendor Location	Bid Amount
C. Mueller & Son	Mt. Clemons, MI	No Bid
Robbins, Inc	Cincinnati, OH	\$194,000.00*
Athletica	Plymouth, MN	\$197,000.00

* Recommended Bid

The bid submitted by Robbins, Inc. met all of the required specifications. Staff respectfully requests that Council accept the low bid of \$194,000 submitted by Robbins, Inc. and authorize

the purchasing agent to issue a purchase order for same. Funds for the Coliseum (\$97,000) are budgeted in F56200-72140, Coliseum Fixed Asset Replacement fund - Capital Outlay Equipment Other Than Office, and funds (\$97,000) for the Pepsi Ice Rink are budgeted in F40750-72140, Pepsi Ice Rink Capital Projects fund - Capital Outlay Equipment Other Than Office.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the bid be awarded to Robbins, Inc. in the amount of \$194,000, 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: Waive the Formal Bidding Process and Purchase Replacement Items for the Repair of Pumping Equipment at the Fort Jesse Pumping Station

The inspection of the existing pumps at the Fort Jesse Pumping Station indicated that two of the units are in need of a major overhaul. This overhaul would involve replacement of the pump impeller and other minor elements, specific to the design of the pump. Staff requested quotations for these replacement items resulting in the following responses:

General Pump and Machinery, Inc.

Two (2) sets of repair parts: \$31,800.00
Delivery 12 weeks. Price does not include freight.

Vision Industrial Sales, Inc.

Two (2) sets of repair parts: \$28,350.00
Delivery 8 weeks. Freight charges are included in the quote.

Staff respectfully requests that Council waive the formal bidding process and authorize the purchase of the repair parts from Vision Industrial Sales, Inc. in the amount of \$28,350. Funds for these items are available in the budget under Water Distribution - Other Repair and Maintenance (Account # X50120-70590).

Respectfully,

Craig M. Cummings
Water Director

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 110

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF REPLACEMENT ITEMS FOR THE REPAIR
OF PUMPING EQUIPMENT AT A PURCHASE PRICE OF \$28,350**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Replacement Items for the Repair of Pumping Equipment at a Purchase Price of \$28,350.

Adopted this 22nd day of August, 2005.

Approved this 23rd day of August, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Sprague that the formal bidding process be waived, the repair parts purchased from Vision Industrial Sales, Inc. in the amount of \$28,350, 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 Purchase Playground Equipment for Marie Litta Park

Every year the Parks and Recreation Department budgets \$100,000 in the Fixed Asset Replacement Fund for the replacement of playground equipment. Currently there is a balance of \$51,200 in the account, as the City had committed funds and purchased replacement equipment for the Washington School Playground and purchased a unit for Brookridge Park. At this time, staff would also like to replace the playground in Marie Litta Park that was originally installed in 1989 and now does not meet the current standards.

Due to the size of the park, the equipment to be selected would need to fit in a rather small area. Staff believes that a budget of \$10,000 would be sufficient to purchase a piece of equipment that would be adequate for the park. Staff met with a committee from the Dimmitt's Grove neighborhood to determine what equipment would be appropriate for the park, and presented examples of equipment from Hags, Miracle, and GameTime which fit into the area and a budget of \$10,000. The Committee selected a GameTime unit called the "Rascal" due to the number of play functions it offered and the age groups that it would attract. The delivered price on the unit is \$9,754.20.

Staff respectfully requests that Council waive the formal bidding procedure, accept the quote of \$9,754.20 from GameTime, Inc., and authorize the Purchasing Agent to issue a purchase order for same. This purchase will leave a balance of \$41,445.80 in the Fixed Asset Replacement Fund for the future purchase of playground equipment.

Respectfully,

Jerry Armstrong,
Asst. Director Parks & Recreation Dept.

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 111

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FOR MARIE
LITTA PARK AT A PURCHASE PRICE OF \$9,754.20**

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 Playground Equipment for Marie Litta Park at a Purchase Price of \$9,754.20.

Adopted this 22nd day of August, 2005.

Approved this 23rd day of August, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Sprague noted the playground equipment for Washington School. Keith Rich, Director of Parks & Recreation, addressed the Council. He noted that there was an arrangement between the school and the City. There was no green space at this location. The City agreed to contribute a set dollar amount if requested for playground equipment. The school requested that the equipment be replaced as it was over ten (10) years old. Alderman Sprague questioned if there were schools which had not participated. Mr. Rich cited the schools which had. Alderman Sprague questioned private schools. Mr. Rich responded negatively.

Motion by Alderman Crawford, seconded by Alderman Sprague that the formal bidding process be waived, the playground equipment purchased from Gametime, Inc., in the amount of \$9,754.20, 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: Highway Permit Application from the Illinois Department of Transportation for Installation of Sanitary Sewer across US Route 150/Illinois Route 9 (W. Market Street) Right-of-Way

A Highway Permit from the Illinois Department of Transportation (IDOT) is required whenever work is performed in the State's right-of-way. The Illinois Department of Transportation

requires the City to sign the application form and adopt a Resolution for the performance of the work holding IDOT harmless for any damages to persons or properties.

Attached is an IDOT Highway Permit Application for the installation of a sanitary sewer across US Route 150/Illinois Route 9 (W. Market Street) right-of-way approximately one quarter mile east of Mitsubishi Motorway. The sanitary sewer is an extension of the West Washington Street Trunk Sewer to serve Nord Commercial Subdivision.

Staff respectfully recommends that Council approve the application, authorize the Mayor and City Clerk to execute the necessary documents and the resolution be adopted.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(RESOLUTION NO. 2005-112 ON FILE IN THE CITY CLERK'S OFFICE)

Motion by Alderman Crawford, seconded by Alderman Sprague that the IDOT application 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: Parking Agreement with McLean County

The City leases parking to the County on an ongoing basis. In order to continue this arrangement, staff has updated the agreement with the County at specified rates. Staff respectfully recommends that Council approve the updated agreement, and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Brian J. Barnes
Finance Director

Tom Hamilton
City Manager

LEASE

THIS LEASE entered into this _ day of July 2005, between the County of McLean, a body politic and corporate, hereinafter referred to as LESSEE, and the City of Bloomington, a Municipal Corporation, organized and existing under the laws of the State of Illinois, hereinafter referred to as LESSOR.

WITNESSETH:

ARTICLE I

The Lessor does hereby provide 176 parking spaces located in the Abraham Lincoln parking deck located at the corner of Front and East Streets in downtown Bloomington, Illinois, to the Lessee for use by Lessee's employees.

ARTICLE II

The Lessor warrants that it has full authority and power to execute this Lease and to lease the parking spaces on these premises to Lessee.

ARTICLE III

The premises presently meet the standards required by City ordinances relating to parking lots. The said premises shall be maintained in compliance with said ordinances by the Lessor during the term of this Lease and in compliance with any other ordinances presently in existence or hereafter adopted.

ARTICLE IV

The Lessee shall use the premises for parking purposes only. Parking shall be limited to the employees of McLean County government, not to exceed one hundred and seventy six (176) spaces. Lessee shall be solely responsible for determining the identity and eligibility of the employees who park in said parking spaces. The Lessor warrants and agrees that it shall not during the term of this Lease interfere with or prevent the Lessee from so using the demised premises for parking for said employees. Lessor shall issue to the Lessee's Facilities Manager, 176 "wavetrend readers", or their proven equivalent. for distribution to Lessee's employees to gain access to said parking deck. Lessor also agrees to replace any "wavetrend reader" if it becomes defective.

ARTICLE V

The term of this lease shall begin on July 1, 2005 and terminate on December 31, 2010 (hereinafter "Lease Term") unless extended as herein provided. The rent shall be as follows: For the balance of 2005 (July 1 - December 31) -\$25.00 per space per month For January 1, 2006 - December 31, 2006 - \$28.00 per space per month For January 1, 2007 - December 31, 2007 - \$31.00 per space per month For January 1, 2008 - December 31, 2008 - \$34.00 per space per month For January 1, 2009 - December 31, 2009 - \$37.00 per space per month For January 1, 2010 - December 31, 2010 - \$40.00 per space per month The Lessee agrees to withhold the monthly parking rent from each employee's paycheck in accordance with the above schedule. Lessee shall remit to Lessor payment in full for the July I December 31, 2005 term no later than July 31, 2005. Thereafter, Lessee shall remit to Lessor annually the total payment due for the 176 parking spaces no later than January 31 of each successive year.

ARTICLE VI

Lessor agrees that Lessee shall have and is hereby granted five (5), one (1) year options to extend the term of this Lease, such extended term(s) to begin respectively upon the expiration of the Lease Term or of this Lease as extended. If Lessee shall elect to exercise the aforesaid option or either of them, it shall do so by giving to the Lessor notice in writing of its intention to do so not later than sixty (60) days prior to the expiration of the Lease Term, or of this lease as extended, and said notice shall state the date to which it elects to extend the term of this Lease. Lessor reserves the right to increase the rates charged for parking spaces if this Lease is extended but such rates shall not exceed the rates charged for parking space leases for the City of Bloomington parking system at the time of such increase.

ARTICLE VII

The Lessor shall maintain the premises at its own expense, keep the demised premises in a reasonably clean condition, be responsible for all snow removal and indemnify, save and hold harmless the Lessee from all liability, causes of action, claims, judgments, costs and attorney fees arising out of or in any way connected with the performance of Lessor's obligations under this lease.

ARTICLE VIII

Lessor shall have the right to relocate Lessee to another premises at any time during the term of this Lease provided the following conditions are met: a) The substitute facility must have the same or comparable improvements, including but not limited to paving, lighting and pavement marking. b) There must be the same number of parking spaces as provided for in this lease. c) The new premises may not be more than two blocks in any direction from the premises described in this Lease. d) Lessor shall prepare the substitute facility for occupation by Lessee in advance so that Lessee will not experience any disruption in access to and use of parking spaces provided by this Lease. Lessor shall give Lessee 60 days advance written notice of its intent to relocate Lessee. The notice shall identify the location of the proposed substitute facility and give Lessee access to those premises for the purpose of determining whether Lessor has satisfied all of the conditions recited in this paragraph. Lessee shall move to the new location on the date indicated in Lessor's notice unless Lessor fails to meet the conditions recited in this paragraph. Except as

to the premises, all of the terms and provisions of this Lease will remain in full force and effect and shall apply equally to the new premises, including the amount of rent, in the event Lessor exercises the option to relocate Lessee.

ARTICLE IX

Lessor agrees that Lessee shall have the right to terminate this agreement or any extended term thereof and vacate the leased premises by giving to Lessor not less than ninety (90) days written notice of its intention to do so.

ARTICLE X

The covenants and agreements contained in this Agreement shall apply to and inure to the benefit of and be binding upon the Lessor and Lessee and upon their successors in interest, assigns and heirs.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals to this Agreement the date and year first above written.

CITY OF BLOOMINGTON
(Lessor)
BY: Steve Stockton, Mayor

ATTEST:

Tracy Covert, City Clerk

COUNTY OF McLEAN (Lessee)

Michael F. Sweeney
Chairman, McLean County

ATTEST:

Peggy Ann Milton
McLean County Clerk

Alderman Finnegan recommended that this lease be in effect only during business hours. He noted that this facility would be used by US Cellular Coliseum guests. He noted the 176 spaces and the proximity of this facility to McLean County.

Alderman Sprague questioned if these spaces were labeled. Alderman Matejka recalled similar discussion regarding the Government Center parking lot. He recommended that half of the spaces be marked from 8:00 a.m. to 5:00 p.m.

Mayor Stockton questioned the lease's flexibility. The City must consider the Downtown use of this facility.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Parking Agreement with McLean County 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.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Use of Temporary Employment Services, i.e. Express Personnel Services for School Crossing Guards

On August 27, 2001, the City entered into a one year contractual agreement with Express Personnel Services to provide school crossing guard services at ten locations. An updated contract has been provided for the 2005-06 school year with the option of renewing the contract for two more terms of one year each. There has not been an increase in fees for the 2005-06 school year. The fee for this temporary service has been budgeted through Other Contractual Services (G15110-70990) in the amount of \$97,900.

Staff respectfully recommends that Council approve the agreement with Express Personnel and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Roger J. Aikin
Police Department

Tom Hamilton
City Manager

AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

This agreement between the City of Bloomington and Express Personnel Services is for the provision of full time School Crossing Guards and Substitute School Crossing Guards.

1. Job Description: Express temporary associates assigned as Crossing Guards to the City of Bloomington under this Agreement shall be qualified to perform at the following locations only on days when school is in session:

Arrowhead / Hershey
Clearwater / Hershey
College / Woodfield
Empire / Lee
Grove / State
Hinshaw / Locust
Market / Hinshaw
Morris / Jackson
Oakland / Woodland
Washington / Towanda

2. COMPENSATION: The following are the bill rates for each Crossing Guard utilized by the City of Bloomington.

- A. Each Entry Level Crossing Guard will make \$8.58 per hour.
- B. These pay rates will be billed to the City of Bloomington at a 65% mark-up.

3. YEAR END COMPLETION BONUS: Crossing Guards starting at the beginning of the school season will earn a \$300.00 Completion Bonus upon completion of the full assignment with acceptable attendance which is defined as missing no more than an average of one shift per month. Should the Crossing Guard find an acceptable replacement for his/her missed shift that shift would not reflect on his/her attendance summary.

Crossing Guards who begin after the start of the school season will earn a \$300.00 Completion Bonus at the rate of \$0.50 per hour worked for the year, which is conditioned on completion of the full assignment with acceptable attendance, which is defined as missing no more than an average of one shift per month. Should the Crossing Guard find an acceptable replacement for his/her missed shift the absence for that shift is not counted as missing work for the purposes of eligibility for the Completion Bonus.

The Completion Bonus will be billed to the City of Bloomington at a 30% mark-up.

4. SPECIAL CONSIDERATIONS:

THE CITY OF BLOOMINGTON WILL:

- A. Provide all necessary equipment for each location and Crossing Guard.
- B. Provide training for each Crossing Guard needed.
- C. Pay each full time Crossing Guard 15 hours per week worked upon completion of all scheduled shifts. Crossing Guards sharing a crossing location will receive a total 15 hours per week for the location.
- D. Pay each substitute Crossing Guard 2 hours per shift for completing one shift per day and 3 hours for completing 2 shifts for the day.

EXPRESS PERSONNEL SERVICES WILL:

- A. Organize an effective pool of guards to minimize the need to call the City of Bloomington for crossing guard needs; such pool shall consist of no less that 10 full time Crossing Guards and 4 substitute guards.
- B. Remit to the City of Bloomington \$0.50 for every hour billed during that school year should Express Personnel Services call the City of Bloomington for Crossing Guard needs more than 10 times during the school year.
- C. Send a performance evaluation to each principal at the end of each semester to evaluate the Crossing Guard and the program.
- D. Complete a performance evaluation of each Crossing Guard remaining at the end of the semester.
- E. Include the following in the bill rate:

- 1. Crossing Guard Pay Rate
- 2. Employer FICA Contribution
- 3. Employer Federal and Sate Unemployment it Contributions
- 4. Workers Compensation, Fidelity and Liability Insurance
- 5. General Administrative and Overhead Expenses
- 6. Gross Profit Margin

5. TERM OF CONTRACT: This contract shall be for a term of one year, but the City shall have the option of extending the contract for up to two more terms of one year. If the City decides to exercise this renewal option it shall notify Express Personnel Services no later than the 15th day of July preceding the start of the school year.

CITY OF BLOOMINGTON

EXPRESS PERSONNEL SERVICES

BY: Stephen F. Stockton

By:

DATE: August 24, 2005

Motion by Alderman Crawford, seconded by Alderman Sprague that the Agreement be approved in an amount not to exceed \$97,900, 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: Honorable Mayor and Members of the City Council

From: Staff

Subject: Acquisition of Part of 2201 S. Morris Avenue

The City needs to acquire a portion of the property located at 2201 S. Morris Avenue to make improvements to the Hamilton Road/Morris Avenue intersection. Byron Tucci owns this property which is located on the northwest corner of the intersection. This is a ten acre parcel improved with a single family dwelling. The City needs to acquire 1.057 acres of land along the south and east sides of the property for road right of way. Additionally, a permanent easement containing .075 acres is needed for a sewer and .287 of temporary easement to restore the property following construction. There are a large number of trees and bushes and approximately 1000 lineal feet of board fence within the area of the right of way that will be removed.

Staff had the property appraised and entered into negotiations with Mr. Tucci for the purchase. He has agreed to convey the right of way and grant the permanent and temporary easements for a total payment of \$150,000.

Staff believes the price fairly compensates Mr. Tucci for the taking and is within a range of value indicated by the appraisal. Staff respectfully recommends that Council approve the contract and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Hannah Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

CONTRACT FOR SALE OF REAL ESTATE

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

THIS CONTRACT is entered into between Byron Tucci, d/b/a Tucci Rentals, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate and grants easements across the following described real estate for the purpose of constructing public improvements as shown on plans for Proposed Federal Aid Highway City of Bloomington, Illinois City Section 93-00295-02-PV Hamilton Road F.A.U. Rte. 6371 and Morris Avenue F.A.U. Rte. 6391 on file in the Engineering Department at the City of Bloomington, hereafter referred to as the Project:

A. Right of Way:

That part of Lot 39 of the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 75 of deeds at page 92; described as follows with bearings being used referring to a local assumed datum: Commencing at the southwest corner of the above described Lot 39 of the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian; thence along the southerly line of said Lot 39, South 89°-51'-57" East 43.78 feet, to the Point of Beginning; thence North 84°-58'-03" East 292.82 feet; thence along a curve to the right having a radius of 3247.58 feet, an arc length of 188.22 feet, a chord bearing of North 86°-37'-40" East and a chord length of 188.20 feet; thence along a curve to the left having a radius of 419.92 feet, an arc length of 72.19 feet, a chord bearing of North 83°-21'-48" East and a chord length of 72.10 feet; thence along a curve to the left having a radius of 80.00 feet, an arc length of 111.26 feet, a chord bearing of North 38°-35'-49" East and a chord length of 102.51 feet; thence North 01°-14'-41" West 539.17 feet, to the northerly line of aforesaid Lot 39; thence along said northerly line, South 89°-33'-57" East 43.02 feet, to the northeasterly corner of said Lot 39; thence along the easterly line of said Lot 39, South 01°-14'-41" East 665.63 feet, to the southeasterly corner of said Lot 39; thence along the southerly line of said Lot 39, North 89°-51'-57" West 660.90 feet, to the Point of Beginning, containing 1.057 acres, more or less.

B. Permanent Easement:

That part of Lot 39 of the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 75 of deeds at page 92; described as follows with bearings being used referring to a local assumed datum: Commencing at the northeast corner of the above described Lot 39; thence along the northerly line of said Lot 39, South 89°-33'-57" West 43.02 feet; thence South 01°-14'-41" East 99.98 feet, to the Point of Beginning; thence South 01°-14'-41" East 439.19 feet; along a curve to the right having a radius of 80.00 feet an arc length of 40.43 feet a chord bearing of South 13°-13'-58" West and a chord length of 40.00 feet; thence North 01°-14'-41" West 202.84 feet; thence North 88°-20'-04" East 5.00 feet; thence North 01°-14'-41" West 275.01 feet; thence North 88°-20'-04" East 5.00 feet; to the Point of Beginning; containing 0.075 of an acre, more or less.

C. Temporary Working Easements:

Tract 1: That part of Lot 39 of the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 75 of deeds at page 92; described as follows with bearings being used referring to a local assumed datum: Beginning at the southwest corner of the above described Lot 39 of the Subdivision of Section 17, Township 23 North, Range 2 East, of the Third Principal Meridian; thence along the southerly line of said Lot 39, thence South 89°-51'-57" East 43.78 feet; thence North 84°-58'-03" East 292.82 feet; thence along a curve to the right having a radius of 3247.58 feet, an arc length of 188.22 feet, a chord bearing of North 86°-37'-40" East and a chord length of 188.20 feet; thence along a curve to the left having a radius of 419.92 feet, an arc length of 72.19 feet, a chord bearing of North 83°-21'-48" East and a chord length of 72.10 feet; thence along a curve to the left having a radius of 80.00 feet, an arc length of 70.83 feet, a chord bearing of North 53°-04'-

28" East and a chord length of 68.54 feet; thence North 01°-14'-41" West 52.83 feet; thence South 09°-45'-21" West 51.01 feet; thence South 42°-40'-33" West 31.54 feet; thence South 79°-23'-17" West 57.09 feet; thence South 87°-38'-29" West 153.03 feet; thence South 03°-41'-51" East 5.00 feet; thence South 85°-38'-00" West 75.73 feet; thence South 84°-58'-02" West 175.61 feet; thence South 87°-05'-44" West 160.05 feet, to the aforementioned westerly line of Lot 39; thence along said westerly line, South 01°-32'-57" East 14.45 feet, to the Point of Beginning, containing 0.220 of an acre, more or less.

Tract 2:

That part of Lot 39 of the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 75 of deeds at page 92; described as follows with bearings being used referring to a local assumed datum: Commencing at the northeast corner of the above described Lot 39; thence along the northerly line of said Lot 39, South 89°-33'-57" West 43.02 feet, to the Point of Beginning; thence North 89°-33'-57" West 10.00 feet; thence South 01°-14'-41" East 315.36 feet; thence South 88°-20'-04" West 15.00 feet; thence South 01°-14'-41" East 35.00 feet; thence North 88°-20'-04" East 15.00 feet; thence South 01°-14'-41" East 25.00 feet; thence North 88°-20'-04" East 5.00 feet; thence North 01°-14'-41" West 275.00 feet; thence North 88°-20'-04" East 5.00 feet; thence North 01°-14'-41" West 99.98 feet, to the Point of Beginning, containing 0.067 of an acre, more or less.

~~with improvements, commonly known as — located thereon, to Buyer, who agrees to pay a total of \$150,000.00 therefore; in the manner following: \$ — (inclusive of earnest money) upon the execution of this Contract and the remainder by cashier's check, certified funds or the equivalent Payment to be made on or before the 29th day of August, 2005, and on receipt of deed and grant of easements.~~

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

3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to ~~said real estate~~ *to the right of way parcel* be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and execute a Grant of Easement and Temporary Easement in the form attached hereto as Exhibits A and B and deliver possession to Buyer ~~upon payment being made as herein provided,~~ on or before the 29th day of August, 2005. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

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

5. **TAXES:** Seller shall pay all general real estate taxes assessed for 2004 and Buyer shall pay all such taxes assessed for 2005 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** (Deleted)

8. **FINANCING:** (Deleted)

9. **TERMITE PROVISION:** (Deleted)

10. **EQUIPMENT & INSPECTIONS:**

A. **EQUIPMENT:** (Deleted)

B. **INITIAL INSPECTIONS:** (Deleted)

C. **RADON TESTING:** (Deleted)

D. **WELL/SEPTIC TESTING:** (Deleted)

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

F. **FINAL INSPECTION:** (Deleted)

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

12. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:
 - A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
13. **ADDITIONAL PROVISIONS:**
 - A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
 - B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
 - C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
 - D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);
 - E. Time is of the essence of this Contract;
 - F. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*
 - G. *Buyer will provide Seller with one sewer service from the City of Bloomington sewer main to be installed on the west side of Morris Avenue and one water service from the City of Bloomington water main to be installed in the extension of Hamilton Road. The sewer service will extend to a point approximately two feet inside of Seller's west property line in a location designated by Seller. The water service will be located at Station 219 on the construction plans for Hamilton Road. Seller will be required to pay a tap on fee at the rate then in effect at the time Seller makes a connection to the water and/or sewer main.*
 - H. *Buyer will reconstruct Seller's driveway entrance on Morris Avenue at its current location. Buyer will also make a curb cut for an entrance on Hamilton Road at the southwest corner of Seller's property at the time Hamilton Road is constructed upon Seller's request. Seller shall have the right to make a curb cut in that location at a later date if Seller does not wish Buyer to provide one. The number and location of any additional entrances on Morris Avenue and Hamilton Road must be approved by Buyer, which approval will not be unreasonably withheld after taking such factors as the property use, the number and spacing of*

any proposed entrances, distance from the intersection and traffic volume into consideration.

- I. Buyer will transplant as many trees from the right of way and easement parcels which, in Buyer's opinion, are of a size that can be moved and would be reasonably expected to survive. Seller may designate the specific locations to plant such trees. Buyer shall have no responsibility for watering or caring for the transplanted trees and shall have no liability for trees that die after being transplanted. Buyer may remove the trees within the permanent and temporary easement areas shown on the "Removal/Relocation Plans" attached hereto as Exhibit C.*
- J. Seller may remove the white board fence located on the on the right of way parcel prior to the start of construction. If Seller does not salvage the fence, Buyer may remove and dispose of it. Buyer shall not be required to provide a replacement fence, it being the understanding of the parties that the consideration being paid includes compensation for the fence.*

14. **ESCROWEE:** (Deleted)

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

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

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

18. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)

19. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

20. **DEFAULT:** In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.

21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

22. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, 5, 12 and 18.

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

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

SELLER	BUYER
Byron Tucci, d/b/a Tucci Rentals	City of Bloomington, a Municipal Corporation
August 15, 2005	Stephen F. Stockton, Mayor August 23, 2005
	Attest:
	Tracey Covert, City Clerk Date: August 23, 2005

(TEMPORARY WORKING EASEMENT ON FILE IN CLERK'S OFFICE)

EASEMENT

This Indenture Witnesseth that Byron Tucci, hereinafter referred to as "Grantor", for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged grants, conveys, quit claims and dedicates to the City of Bloomington, Illinois, a municipal corporation, hereinafter referred to as "Grantee", a permanent utility easement across the following described property for the purpose of clearing, trenching for, laying, constructing, operating, altering, maintaining and removing a sanitary sewer and all necessary appurtenances thereto, which easement is depicted on the plat attached hereto and is described as follows:

That part of Lot 39 of the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 75 of deeds at page 92; described as follows with bearings being used referring to a local assumed datum: Commencing at the northeast corner of the above described Lot 39; thence along the northerly line of said Lot 39, South 89°-33'-57" West 43.02 feet; thence South 01°-14'-41" East 99.98 feet, to the Point of Beginning; thence South 01°-14'-41" East 439.19 feet; along a curve to the right having a radius of 80.00 feet an arc length of 40.43 feet a chord bearing of South 13°-13'-58" West and a chord length of 40.00 feet; thence North 01°-14'-41" West 202.84 feet; thence North 88°-20'-04" East 5.00 feet; thence North 01°-14'-41" West 275.01 feet; thence North 88°-20'-04" East 5.00 feet; to the Point of Beginning; containing 0.075 of an acre, more or less. PIN # 21-17-401-001 pt.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Contract for the Sale of Real Estate between the City of Bloomington and Byron Tucci for the purchase of part of 2201 S. Morris Avenue 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.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of City Council
From: Staff
Subject: Acquisition of Part of 2516 E. Washington Street

In order to add turning lanes and install traffic signals on the northwest corner of Hershey and Washington, the City must acquire a small piece of the property. There is an eight (8) unit condominium complex on that corner. The property to be acquired is part of the common elements of the condominium. The City only needs 90 square feet of land.

Most of the road improvements can be constructed within the existing right of way. However, there is a pine tree on the right of way property and a substantial yew hedge right on the east property line that acts as a buffer for Hershey Road. The hedge is immediately adjacent to the sidewalk and the sidewalk is being replaced as part of the road project. Thus, there is some chance that the hedge will be damaged by the construction activity.

Although each unit owns a percentage interest in the common elements, the Condominium Association has the authority to convey property for street purposes. The Association agreed to sell the right of way to the City for \$500 with an additional payment of \$3,000 for the pine tree that will be lost, and the further requirement that the City pay for the cost of replacing the yew hedge if it dies within five years of the date the City completes construction of the sidewalk. The cost to replace the hedge was determined to be \$11,000. However, the Association requested the payment allowance be increased by \$500 each year to allow for inflation in prices.

Staff believes this provides just compensation for the land and respectfully recommends that Council approve the contract and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

**AGREEMENT TO DEDICATE RIGHT OF WAY FOR
PUBLIC ROAD PURPOSES**

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

THIS AGREEMENT is entered into between the LeHigh Estates Condominium Association, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

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

A part of Lot 19 in the Fifth Subdivision of Oakland Suburban Heights in the City of Bloomington being the common elements of the LeHigh Condominium, as shown by the Plat thereof attached as Exhibit B to the Declaration of Condominium ownership by Richard H. Hundman dated June 3, 1976, recorded June 3, 1976, as Document No. 76-6624, in McLean County, Illinois, more particularly described as follows: Beginning at the Southeast corner of said Lot 19.

From said Point of Beginning, thence west 12.00 feet along the South Line of said Lot 19; thence northeast 19.32 feet along a line which forms an angle to the left of 50°-56'-39" with the last described course to a point on the East Line of said Lot 19 lying 15.00 feet north of the Point of Beginning; thence south 15.00 feet along said East Line which forms an angle to the left of 38°-24'-21" with the last described course to the Point of Beginning, containing 90 square feet, more or less, = 0.002 acre, more or less.

~~with improvements, commonly known as _____ located thereon, to Buyer, who agrees to pay \$500.00 therefore in the manner following: \$ _____ (inclusive of earnest money) upon the execution of this Contract:~~

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

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

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

~~and the remainder by cashier's check, certified funds or the equivalent~~ on or before the 31st day of March, 2005, and on receipt of deed. Buyer shall pay Seller the amounts stated in paragraphs 13(g) and (h) as additional consideration for the property to be conveyed.

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

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 31st day of March, 2005. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

4. **INSURANCE:** (Deleted.)

5. **TAXES:** ~~Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, the Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within 15 days from receipt of the re-proration computation (or receipt of the actual real estate tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds. Seller shall pay all general real estate taxes assessed for 2004 and Buyer shall pay all such taxes for 2005 and subsequent years.~~

6. **ENCUMBRANCES:**

- A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded. Buyer shall pay all fees charges by the Seller's lender for the preparation of the mortgage release documents.
- B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title

unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** (Deleted.)
8. **FINANCING:** (Deleted.)
9. **TERMITE PROVISION:** (Deleted.)
10. **EQUIPMENT & INSPECTIONS:** (Deleted.)
11. **LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS:** (Deleted.)
12. **SELLER'S WARRANTIES:** (Deleted.)
13. **ADDITIONAL PROVISIONS:**
 - A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
 - B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
 - C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
 - D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);
 - E. Time is of the essence of this Contract;
 - F. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*
 - G. *Buyer shall pay Seller \$3,000.00 in addition to the purchase price to compensate Seller for the loss of a pine tree and for a temporary working easement. Payment shall be made on or before March 31, 2005 and upon receipt of a signed temporary working easement in the form attached hereto.*
 - H. *Seller has a yew hedge along its east property line that may be damaged by Buyer's road construction activities. Buyer agrees to pay Seller an additional*

\$10,500.00 as consideration for the loss of a yew hedge if the hedge dies within one year of the date Buyer completes construction of the Hershey Road street improvements. Buyer shall pay Seller the following amounts if the hedge dies two, three, four or five years after Buyer completes construction: \$11,000.00, \$11,500.00, \$12,000.00, \$12,500.00 respectively. Buyer shall have no responsibility for the hedge after five years from the date it completes construction. Buyer shall also pay for the cost of removing the dead hedge and replanting the hedge should Seller elect to replace the hedge. Buyer agrees that Seller is not required to replant the hedge if it dies and that Buyer shall be obligated to make the payment provided for in this contract regardless of whether Seller replaces the hedge.

14. **ESCROWEE:** (Deleted.)

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

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

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

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

19. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

20. **LIQUIDATED DAMAGES:** If Buyer defaults, Seller may elect to:

- A. Retain the downpayment (including earnest money) as full compensation for all lost (in which event the earnest money will be treated as liquidated damages), or
- B. Pursue any available remedy.

21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

22. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar January 27, 1999 with the exception of language contained in the following paragraphs: 2, 5 and 18.

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

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

SELLER

BUYER

Donna H. Traxler, President
July 29, 2005

Stephen F. Stockton, Mayor
August 23, 2005

Bonnie J. Coffey, Secretary
July 29, 2005

Tracey Covert, City Clerk
August 23, 2006

Motion by Alderman Crawford, seconded by Alderman Sprague that the Contract for the Sale of Real Estate between the City of Bloomington and the LeHigh Condominium Association for part of 2516 E. Washington Street, be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of City Council

From: Staff

Subject: Acquisition of Part of Timberlake Drive

The City needs to acquire part of Timberlake Drive to construct the next phase of the Hamilton Road improvements. This is a private road owned and maintained by the Loeseke Lake Association. The City needs .032 acres for road right of way as well as .036 acres of temporary easement to restore the property following construction.

The Association has agreed to convey the necessary property interests to the City for a total payment of \$5,500. The payment includes \$5,000 for the land and \$500 for the temporary easement. Staff had the property appraised prior to entering into negotiations with the owners and the price agreed upon is within the range of value recommended by the appraiser.

Staff believes this fairly compensates the owner for the taking and respectfully recommends that Council approve the contract and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

CONTRACT FOR SALE OF REAL ESTATE

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

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

1. **DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate and grants easements across the following described real estate for the purpose of constructing public improvements as shown on plans for Proposed Federal Aid Highway City of Bloomington, Illinois City Section 93-00295-02-PV Hamilton Road F.A.U. Rte. 6371 and Morris Avenue F.A.U. Rte. 6391 on file in the Engineering Department at the City of Bloomington, hereafter referred to as the Project:

A. Right of Way:

That part of Lot 4 in the School Commissioner's Subdivision of the Southwest Quarter of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 40 at Page 3; described as follows with bearings being used referring to a local assumed datum:

Commencing at the southeast corner of Lot 4 of the above described School Commissioner's Subdivision of the Southwest Quarter of Section 16; thence along the southerly line of said Lot 4, South 89°-33'-21" West 664.41 feet, to the southwest corner of said Lot 4; thence along the westerly line of said Lot 4, North 01°-12'-30" West 20.00 feet, to the Point of Beginning; thence continuing along said westerly line of Lot 4, North 01°-12'-30" second West 41.39 feet; thence North 85°-00'-18" East 33.07 feet; thence South 01°-12'-30" East 44.02 feet; thence South 89°-33'-21" West 33.00 feet, to the Point of Beginning, containing 0.032 of acre, more or less.

B. Temporary Working Easement:

That part of Lot 4 in the School Commissioner's Subdivision of the Southwest Quarter of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 40 at Page 3; described as follows with bearings being used referring to a local assumed datum: Commencing at the southeast corner of Lot 4 of the above described School Commissioner's Subdivision of the Southwest Quarter of Section 16; thence along the southerly line of said Lot 4, South 89°-33'-21" West 664.41 feet, to the southwest corner of said Lot 4; thence along the westerly line of said Lot 4, North 01°-12'-30" West 20.00 feet; thence continuing along said westerly line of Lot 4, North 01°-12'-30" West 41.39 feet, to the Point of Beginning; thence continuing along said westerly line of Lot 4, North 01°-12'-30" West 47.53 feet; thence North 85°-00'-18" East 33.07 feet; thence South 01°-12'-30" East 47.53 feet; thence South 85°-00'-18" West 33.07 feet, to the Point of Beginning, containing 0.036 of an acre, more or less.

~~with improvements, commonly known as — located thereon,~~ to Buyer, who agrees to pay a total of \$5,500.00 therefore; \$5,000.00 of which is payment for right of way; \$500.00 of which is payment for the temporary working easement ~~in the manner following: \$ — (inclusive of earnest money) upon the execution of this Contract and the remainder by cashier's check, certified funds or the equivalent~~ Payment to be made on or before the 1st day of September, 2005, and on receipt of deed and grant of easements.

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

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

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

~~and the remainder by cashier's check, certified funds or the equivalent~~ on or before the 1st day of September, 2005, and on receipt of deed.

2. EVIDENCE OF TITLE: ~~Not less than 14 days prior to closing, Seller will furnish Buyer with~~ *Buyer shall obtain* written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company.

If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and execute a Temporary Easement in the form attached hereto as Exhibits A and deliver possession to Buyer ~~upon payment being made as herein provided,~~ on or before the 1st day of September, 2005.

Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

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

5. **TAXES:** Seller shall pay all general real estate taxes assessed for 2004 and Buyer shall pay all such taxes assessed for 2005 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

A. Mortgages, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** (Deleted)

8. **FINANCING:** (Deleted)

9. **TERMITE PROVISION:** (Deleted)

10. **EQUIPMENT & INSPECTIONS:**

A. **EQUIPMENT:** (Deleted)

B. **INITIAL INSPECTIONS:** (Deleted)

C. **RADON TESTING:** (Deleted)

D. **WELL/SEPTIC TESTING:** (Deleted)

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

- F. FINAL INSPECTION: (Deleted)
11. **LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS:** (Deleted)
12. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:
- A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
13. **ADDITIONAL PROVISIONS:**
- A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- D. The Parties acknowledge that the State of Illinois has enacted a Smoke Detector Act (425 ILCS 60/1, et seq.);
- E. Time is of the essence of this Contract;
- F. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*
- G. *The terms and conditions of the easement to be granted pursuant to this Contract shall be as set forth in the Temporary Easement attached hereto as Exhibit A and incorporated herein by reference.*
- H. *Buyer will engage in construction activity near two oak trees located at either side of Timberlake Drive, a private street owned and maintained by Seller. Buyer shall take care not to damage the trees during construction. In the event either tree is damaged and dies within five years of the date Buyer completes construction activity, Buyer shall pay Seller the current value of the tree as determined by the City Forester using standard tree appraisal techniques. Buyer shall also be responsible for removing the remains of the dead tree.*

I. Buyer will maintain vehicular access to Timberlake Drive at all time during construction.

14. **ESCROWEE:** (Deleted)

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

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

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

18. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)

19. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

20. **DEFAULT:** In the event either party should breach this agreement, the other party may pursue any and all remedies provided by law.

21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

22. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate adopted by the McLean County Bar May 21, 1997 with the exception of language contained in the following paragraphs: 1, 2, 5, 12 and 18.

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

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

SELLER

Loeseke Lake Association

BUYER

City of Bloomington, a Municipal Corporation

W. Joseph Monti, President
August 29, 2005

Stephen F. Stockton, Mayor
August 23, 2005

ATTEST:

James Shirk, Treasurer
August 18, 2005

Tracey Covert, City Clerk
August 23, 2005

Exhibit A

TEMPORARY WORKING EASEMENT

The undersigned, Loeseke Lake Association, hereinafter referred to as "Grantor", grants, conveys, quit claims and dedicates to the City of Bloomington, Illinois, a municipal corporation, hereinafter referred to as "Grantee", a temporary use permit across the following described property for the purpose of grading shaping and otherwise restoring the said property following the construction of public improvements in and about Morris Avenue, in Bloomington, Illinois:

That part of Lot 4 in the School Commissioner's Subdivision of the Southwest Quarter of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, recorded in Book 40 at Page 3; described as follows with bearings being used referring to a local assumed datum: Commencing at the southeast corner of Lot 4 of the above described School Commissioner's Subdivision of the Southwest Quarter of Section 16; thence along the southerly line of said Lot 4, South 89°-33'-21" West 664.41 feet, to the southwest corner of said Lot 4; thence along the westerly line of said Lot 4, North 01°-12'-30" West 20.00 feet; thence continuing along said westerly line of Lot 4, North 01°-12'-30" West 41.39 feet, to the Point of Beginning; thence continuing along said westerly line of Lot 4, North 01°-12'-30" West 47.53 feet; thence North 85°-00'-18" East 33.07 feet; thence South 01°-12'-30" East 47.53 feet; thence South 85°-00'-18" West 33.07 feet, to the Point of Beginning, containing 0.036 of an acre, more or less. PIN # 21-16-301-001 / 21-16-152-001 pt.

The grant of this Easement is subject to the following terms and conditions:

1. Grantee shall have through its employees, agents and/or contractors the free right of ingress and egress over and across the easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.
2. Grantee will restore any part of the easement area disturbed by its activities to its pre-existing condition, including but not limited to regrading, reseeding, and replacing landscaping materials in such areas and replacing any driveway and/or sidewalk surface with like materials and replacing any fencing disturbed by City's activities.
3. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property on the above-described premises which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Grant of Easement.

4. This easement shall remain in effect from the date of execution until one (1) year from the date of acceptance of the public improvements for which this easement was required.

5. The terms, conditions and provisions of this Grant of Easement as herein set forth shall be binding upon and inur to the benefit of the heirs, successors and assigns of the respective parties hereto and shall run with title to the land.

DATED this 18th day of August, 2005.

Loeseke Lake Association

By: W. Joseph Monti, President

James Shirk, Treasurer

Motion by Alderman Crawford, seconded by Alderman Sprague that the Contract for the Sale of Real Estate between the City of Bloomington and the Loeseke Lake Association for part of Timberlake Drive be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Crawford, Huette, Schmidt, 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 Howard Gibson and Anna Gibson requesting approval of a Final Plat of the Wilson K-Maits Acres Subdivision with the waiver of the Preliminary Plan submission requirements for a 5.82 acre tract of land commonly located southeast of the City, south of Road 1025 N, northeast of Interstate Highway 74, and west of and adjacent to County Highway 30 (Road 1750 E) (southeast of Ward # 8) (Case FS-05-05)

BACKGROUND INFORMATION:

Adjacent Zoning

Adjacent Land Uses

north - A- Agriculture District
 south - A- Agriculture District
 east - A- Agriculture District
 west - A- Agriculture District

north - agriculture
 south - agriculture
 east - agriculture
 west - agriculture

Present Zoning: A- Agriculture District

Comprehensive Plan: recommends "Vacant/ Agricultural" use for this property.

The property in question is a 5.82 acre tract that is presently the site of a single family dwelling and a machine shed. The subdivision will consist of one lot, separating it from the balance of the petitioners' farm, enabling it to be conveyed separately from the farm land. The petitioner is not seeking annexation to the City, but as it is within a mile and a half of the City limits, it is subject to City review and approval.

Vehicular access to this lot from County Highway 30 (Road 1750 E) is provided by one (1) 10' wide gravel driveway. This final plat should also indicate: 1.) a lot number for this lot; 2.) the total area of the subdivision in hectares (metric measurement); 3.) the Director of Engineering Certificate, and 4.) the School District that it is located in, as required by the Bloomington Land Subdivision Code.

The petitioners have requested the following waivers from the Bloomington Land Subdivision Code:

1. waiver of the preliminary plan requirements;
2. waiver of the storm water detention requirements or the fee in lieu thereof;
3. waiver of the park dedication requirements or the fee in lieu thereof;
4. waiver of the requirement that all contiguous property under the same ownership be included on the Final Plat;
5. waiver of the requirement that all lot corners must be pinned with iron rods at least 5/8 " in diameter in order to allow 1/2" iron rods;
6. waiver of the requirement to extend public sanitary sewer to serve the property;
7. waiver of the requirement to extend public water main to serve the property; and
8. waiver of the requirement to provide surety for substandard adjacent roadway.

The requested waiver of the Preliminary Plan requirements is appropriate for this simple one lot, 5.82 acre subdivision that does not require the installation of any infrastructure improvements to be dedicated to the City. The requested waiver of the storm water detention requirements should be granted because this subdivision will not result in more storm water runoff. The requested waiver of the park dedication fee requirement is appropriate for this agriculturally zoned lot where no additional dwelling units can be built. The requested waiver of the requirement that all contiguous property under the same ownership be included on the Final Plat is appropriate for this simple one lot subdivision. In order for this plat to be approved, the other four waivers cited

above must be requested. The approval of such waivers is appropriate for this rural subdivision on a County highway with no public water or sewer infrastructure within a reasonable distance to this lot.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on August 10, 2005, and recommends the same. Mr. Kenneth Emmons, City Planner, noted that state law gives the City authority to review proposed subdivisions that are outside of the corporate limits, but within one and one-half miles of those limits.

Mr. William Rolley, Attorney at Law, 102 N. Center Street, submitted testimony in favor of this petition at this public hearing. Mr. Rolley informed the Commission that he represented the petitioners, and that the petitioners find staff's concerns acceptable and will correct the noted items on the plat. 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 this petition on August 10, 2005, and passed a motion by a vote of 7 to 0 recommending Council approval of the Final Plat of the Wilson K-Maits Acres Subdivision with the following waivers:

1. waiver of the preliminary plan requirements;
2. waiver of the storm water detention requirements or the fee in lieu thereof;
3. waiver of the park dedication requirements or the fee in lieu thereof;
4. waiver of the requirement that all contiguous property under the same ownership be included on the Final Plat;
5. waiver of the requirement that all lot corners must be pinned with iron rods at least 5/8 " in diameter in order to allow 1/2" iron rods;
6. waiver of the requirement to extend public sanitary sewer to serve the property;
7. waiver of the requirement to extend public water main to serve the property; and
8. waiver of the requirement to provide surety for substandard adjacent roadway.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and recommends approval of this final plat with the requested waivers. This final plat must also indicate: 1.) a lot number for this lot; 2.) the total area of the subdivision in hectares (metric measurement); 3.) the Director of Engineering Certificate, and 4.) the School District that it is located in as required by the Bloomington Land Subdivision Code.

August 22, 2005

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Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

STATE OF ILLINOIS)
)SS.
 COUNTY OF McLEAN)

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

Now comes Howard Gibson and Anna Gibson hereinafter referred to as your Petitioner(s) respectfully representing and requesting as follows:

1. That your petitioners are the owners 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 seek approval of the Final Plat for the subdivision of said premises to be known and described as Wilson K-Maits Acres Subdivision which Final Plat is attached hereto and made a part hereof;
3. That your petitioners also seek approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:

WAIVERS: 1. Preliminary Plan
 2. Storm Water Detention
 3. Park Dedication
 4. To plot all contiguous property under same owners hip
 5. Pinning all lot corners with 5/8" iron rods
 6. Extend public sanitary sewer to serve the property
 7. Extend public water main to serve the property
 8. Surety for substandard adjacent roadway

WHEREFORE, your petitioner prays that the Final Plat for the Wilson K-Maits Acres Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Howard Gibson
 Anna Gibson

ORDINANCE NO. 2005 - 90

AN ORDINANCE APPROVING THE FINAL PLAT OF THE WILSON K-MAITS ACRES 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 Wilson K-Maits Subdivision, legally described in Exhibit(s) 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 the Bloomington City Code – 1960, as amended:

- WAIVERS:
1. Preliminary Plan
 2. Storm Water Detention
 3. Park Dedication
 4. To plot all contiguous property under same owners hip
 5. Pinning all lot corners with 5/8” iron rods
 6. Extend public sanitary sewer to serve the property
 7. Extend public water main to serve the property
 8. Surety for substandard adjacent roadway; 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 Wilson K-Maits Acres Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 22nd day of August, 2005.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

LEGAL DESCRIPTION
WILSON K-MAITS ACRES

Part of the southwest quarter of Section 24, Township 23 North, Range 2 East of the Third Principal Meridian described as follows: Beginning at the southeast corner of the southwest quarter of said Section 24, thence along the south line of the southwest quarter of said Section 24 to a point, thence north 2 degrees 18 minutes 47 seconds west 550.16 feet to a point, thence south 89 degrees 51 minutes 33 seconds east 475.10 feet to a point on the east line of the southwest quarter of said section 24, thence south 542.79 feet along the east line of the southwest quarter of said Section 24 to the point of beginning, containing 5.82 acres, more or less, all situated in McLean County, Illinois and subject to the rights of the Public to that portion being used as a Public Highway.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Final Plat of the Wilson K-Maits Acres Subdivision be approved and the Ordinance passed with the following waivers: 1.) waiver of the preliminary plan requirements; 2.) waiver of the storm water detention requirements or the fee in lieu thereof; 3.) waiver of the park dedication requirements or the fee in lieu thereof; 4.) waiver of the requirement that all contiguous property under the same ownership be included on the Final Plat; 5.) waiver of the requirement that all lot corners must be pinned with iron rods at least 5/8" in diameter in order to allow 1/2" iron rods; 6.) waiver of the requirement to extend public sanitary sewer to serve the property; 7.) waiver of the requirement to extend public water main to serve the property; and 8.) waiver of the requirement to provide surety for substandard adjacent roadway.

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 Approve Payment of \$316,417.85 to Royal Links Subdivision for the Construction Cost of the Royal Links Storm Outfall Sewer

On July 12, 2004, Council approved an agreement with Royal Links Subdivision, Inc. (RLS Corp.) for the construction of a 54 inch storm outfall sewer through the Ridge Crest Subdivision. Royal Links Subdivision is located east of Airport Road, and south of Ft. Jesse Road. The

agreement obligated RLS to construct the sewer and obligated the City to repay the developer the entire cost, estimated to be \$350,000. The sewer is complete and acceptable for maintenance. An invoice from RLS Corp. has been received for the construction cost in the amount of \$316,417.85.

Staff has reviewed the bill and finds it to be reasonable, and funds have been budgeted to pay this expense. Staff respectfully recommends that Council approve the payment of \$316,417.85 to Royal Links Subdivision, Inc. with payment to be made from Storm Water Depreciation Funds (X55200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Alderman Huette questioned the City's ability to recoup this cost through tap on fees. Doug Grovesteen, Director of Engineering, addressed the Council. He noted that this payment was for storm sewers. This project would reinforce drainage. He could not recall any tap on fees. It would be built with the storm water management fees. The detention basin was a cost not a tap on fee. He cited the number of existing homes with walk out basements as a reason for same. The City was attempting to avoid future drainage problems. This project was not intended but a need was there. The Council could instruct City staff to start the collection of tap on fees for detention basins.

Alderman Huette questioned this new development and the developer's responsibilities. Mr. Grovesteen noted that certain costs were agreed to as part of the Annexation Agreement. Mayor Stockton questioned who would take on such a project. Mr. Grovesteen noted that the land north of Ft. Jesse Rd. was located in Normal. It would require an intergovernmental agreement with Normal. Alderman Huette noted that Normal could choose to build its own detention. Mr. Grovesteen responded affirmatively.

Alderman Crawford expressed his opinion that the goal was for detention to be regional. Mr. Grovesteen responded affirmatively.

Alderman Huette questioned if there was a way to guarantee fee collection. Mr. Grovesteen offered to work with Normal. Alderman Sprague noted Normal's right to refuse. Alderman Huette requested that issues be addressed before funds are invested. Mr. Grovesteen restated that detention had to be provided. The developer provided detention for Royal Links. The City assumed the up creek costs. In the future, City staff could try to reach intergovernmental agreement prior to project commitment. Mayor Stockton requested that a letter be sent to the Town of Normal regarding same. Alderman Crawford noted that Town and City staff met periodically. Mr. Grovesteen stated weekly. Alderman Huette requested that City staff explore the City's ability to recoup this cost.

Motion by Alderman Huette, seconded by Alderman Matejka that the Payment be approved, with the condition that every attempt be made to recoup this cost through tap on fees.

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 the US Cellular Coliseum Infrastructure Improvements

Bidding proposals for the US Cellular Coliseum Infrastructure Improvements were received until 2:00 p.m. Monday, August 15, 2005, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Rowe Construction, Co.	\$1,250,603.92	Low Bid
Stark Excavating, Inc.	\$1,404,758.67	
Engineer's Estimate	\$1,369,781.00	
Budget	\$1,000,000.00	Coliseum Grant Funds

The scope of this project generally includes complete removal of existing pavement, sidewalks, curb and gutter, and the construction of a new storm sewer system, concrete curb and gutter, sidewalks, and pavement. Staff evaluated the feasibility of trying to salvage the existing pavement (bituminous over brick) and cover it with an asphalt overlay. The conclusion was that due to the number of utility trenches it was a better investment to reconstruct the street with new PCC pavement. The project includes the following locations:

- Lee Street from Washington to approximately 300 foot south of Olive Street.
- Front Street from approximately 120 feet west of Lee to Madison Street.
- Olive Street from approximately 150 feet west of Lee to Center Street.
- Roosevelt from approximately 120 feet south of Olive to the Coliseum and from Front Street north approximately 150 feet.
- Madison from approximately 120 feet south of Olive Street to Olive Street.
- Grove from approximately 120 feet west of Lee Street to Lee Street.

The budget shows this project being paid for with the \$1,000,000 State grant, however, part of the grant money has already been spent as follows:

- Grant Amount \$1,000,000.00
- Engineering Design: - \$178,432.71
- Electrical Duct Bank Relocation: - \$292,916.63
- Remaining Balance: \$528,650.66

Approximately \$191,000 of the project consists of storm water related items. No storm water depreciation funds were budgeted for this project, however, there are sufficient funds available for this expense.

The remaining funds required would be Capital Improvement Funds budgeted for other projects which may not be ready for bid by the end of the fiscal year. In summary, staff proposes this project be funded as follows:

- Coliseum Grant Fund: \$528,650.66 (40710-72530)
- Storm Water Depreciation Fund \$191,000.00 (55200-72550)
- Capital Improvement Funds \$530,953.26 (40100-72530)

Staff respectfully recommends that Council accept the low bid of Rowe Construction, Co., in the amount of \$1,250,603.92 and, further, that the Mayor and City Clerk be authorized to enter into a contract for said work with payment to be made with Coliseum Grant Funds, Storm Water Depreciation Funds, and Capital Improvement Funds.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

Alderman Sprague recalled that the City had received a state grant for infrastructure improvements. He questioned if this work needed to be done and if so then why the City did not use the state grant dollars. He questioned if the \$1 million grant was insufficient. Doug Grovesteen, Director of Engineering, addressed the Council. He responded affirmatively. The estimated cost for infrastructure improvements was \$1.6 million. Alderman Sprague noted that this work exceeded the state grant amount but also was not included in the arena bond issue. Mr. Grovesteen stated that he did not know.

Alderman Sprague questioned the phrase engineering design. Mr. Grovesteen cited the intersection design study and the street design work. Alderman Sprague noted expenses which totaled over \$2 million. If the City used CIF (Capital Improvement Funds) to cover this cost, then what other projects would not be done. Mr. Grovesteen cited the right of way acquisition for Euclid St. and Morris Ave. from Miller Park to the creek as examples. He noted that the construction documents were not ready.

Alderman Sprague questioned which work needed to be done. Mr. Grovesteen cited Curb & Gutter replacement and concrete pavement patching, each valued at \$250,000. Alderman Sprague expressed appreciation for City staff's efforts. He expressed his concern that dollars would be taken from other City projects. He acknowledged that this work had to be done. The work was necessary but put the City in a Catch-22 situation. He expressed his frustration. He had placed his confidence in the information provided when this issue was voted on. Mr. Grovesteen restated that he could not answer the question regarding the use of bond funds. Alderman Sprague stated that he was led to believe that the answer to this question would be negative. He restated his concern regarding the impact upon CIF projects.

Alderman Crawford concurred with Alderman Sprague's comments. He added his belief that things were slipping. Mr. Grovesteen expressed his opinion that the bid figures were excellent. The City planned to use \$191,000 of storm water management funds.

Alderman Huette questioned the use of these dollars. Mr. Grovesteen noted that the property needed to drain. It was a major project and the combined sewer would be separated. He described this work as a catalyst street project. Alderman Huette stated that three fourths ($\frac{3}{4}$) of the project's cost was unbudgeted. He noted the use of contingency funds. Alderman Sprague noted that this work was not related to the City's contract with Johnston Contractors. Mayor Stockton added that the City could not be sure that all of these dollars would not be used for the arena. The City cannot rely on contingency funds. Alderman Sprague recalled that the unpaid balance would be divided between the City and Johnston. He recommended that the City use bond funds.

Alderman Schmidt questioned the impact of a delay. Mr. Grovesteen noted that the bid figures were good for thirty to forty-five (30 – 45) days. The bid was opened on August 15, 2005. Alderman Schmidt questioned the project list and if any items could be removed. Mr. Grovesteen noted that the entire street was impacted by the duct bank and the water main. Alderman Schmidt described the situation as penny wish and pound foolish.

Alderman Matejka recommended that the Council not delay this project. Two (2) of the projects cited were in his Ward. A delay would mean the loss of three (3) weeks of work. He feared that the project would not be completed on time. Mr. Grovesteen described Front St. as a priority. Alderman Matejka expressed his concern regarding a delay. It was imperative to move forward. He stated that good questions had been raised. He acknowledged that budgeted projects would be impacted. He questioned if the City's Engineering staff believed that all of these projects could be completed this year. He encouraged the Council to approve this item. He recommended that Tom Hamilton, City Manager, Brian Barnes, Finance Director, and Doug Grovesteen, Director of Engineering, meet to discuss where the dollars were coming from and to sort through the issues raised by the Council. Priorities should be reviewed. He cited the \$1 million of federal funds for Constitution Trail. He questioned if these dollars would free up other City funds. He encouraged City staff to look at sales tax revenue.

Alderman Crawford described this item as funny money. The Council made a promise to the citizens. These projects represent issues that they cared about.

Alderman Sprague stated his intent that as a group the Council revisit the financial aspects of this building. He requested a status update and a Work Session be held in September 2005 to address the Downtown (arena and Cultural District). The Council could also revisit the two (2) street projects which were not ready. He recommended that the Council approve this item.

Mayor Stockton noted that this issue was bigger than the City's Engineering Department. He requested that Todd Greenburg, Corporation Counsel, convey the message to Tom Hamilton, City Manager, regarding this item.

Alderman Matejka added that this was what the Council knew. He questioned what else was needed. He requested that the Council have the information before the next bid. Mayor Stockton stated his anticipation for some unknown expenditures. He questioned if the City had thought of everything.

Alderman Purcell noted that he was not in office at that time. The City needed to continue with the project. The facility needed to be a success. He recommended that the budget be reviewed.

Alderman Sprague questioned if the motion could state that the payment be approved but that the City would keep its options open. Mr. Greenburg noted that the item may be deferred.

Motion by Alderman Sprague, seconded by Alderman Matejka that the bid for the US Cellular Coliseum Infrastructure Improvements be awarded to Rowe Construction Co., in the amount of \$1,250,603.92 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.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition submitted by James Edward Grady & Habitat for Humanity of McLean County requesting approval of the Annexation Agreement and rezoning from R-1 Single Family Residential District (County zoning) to R-1C High Density Single Family Residence District zoning for property located at the northeast corner of South Bunn Street and East Lafayette Street, consisting of 0.66 acres (south of Ward # 1) (Case Z-14-05)

The Planning Commission opened a public hearing on this petition on July 27, 2005, and continued such hearing until August 10, 2005, in order to allow more time to study the drainage problems north of, and adjacent to, the property in question. On August 10, 2005, the Planning Commission received a letter from the applicant's attorney asking that the public hearing on this case be continued to August 24, 2005 to allow more time to consider the concerns of the neighbors and evaluate alternative development plans. The Planning Commission then continued the public hearing on Case Z-14-05 to August 24, 2005.

Staff respectfully recommends that City Council continue the August 22, 2005, public hearing on this annexation agreement in Case Z-14-05 until the September 12, 2005, City Council meeting in order to allow the Planning Commission to complete its public hearing process and provide its recommendation on such agreement.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

Mayor Stockton introduced this item and opened the Public Hearing.

Janet Smith, 708 E. Bissell, addressed the Council. She questioned the number of dwelling units and the impact upon Oakland School. Ken Emmons, City Planner, addressed the Council. This would be a one (1) lot, one (1) unit annexation. Todd Greenburg, Corporation Counsel, noted the small lot size which was suitable for a single family dwelling.

Mayor Stockton closed the Public Hearing.

Motion by Alderman Sprague, seconded by Alderman Matejka that the public hearing on this Petition for Annexation Agreement be opened and laid over until the September 12, 2005, City Council meeting.

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 Petition submitted by Pony League Baseball, Inc., requesting approval of the Annexation Agreement and Rezoning from A-Agriculture District to S-2, Public Lands and Institutions District zoning for property located south of Ireland Grove Road, north of Norfolk and Southern; Railroad; west of County Highway 29 (Towanda Barnes Road); and east of the Links at Ireland Grove Road, consisting of 24.05 acres (Case Z-12-05)

BACKGROUND INFORMATION:

Adjacent Zoning

Adjacent Land Uses

north: (County) Agriculture
 south: (County) Agriculture
 east: (County) Agriculture
 west: B-1, Highway Business,
 and R-2, Mixed Residence District

north: cropland
 south: Illinois Power Substation
 east: vacant tract
 west: subdivision under construction

1998 Comprehensive Plan recommends "Parks and Open Space" use for this property.

Proposed Comprehensive Plan recommends: " Conservation / Recreation" use for this property.

The property in question is the home of the Pony League baseball fields and no change in use is indicated at this time. The S-2 Public Lands and Institutions District is consistent with the 1998 Comprehensive Plan which recommends "Parks and Open Space", and the proposed Comprehensive Plan which recommends "Conservation/ Recreation" use for this property.

Staff has reviewed the draft of the annexation agreement and suggest the following changes:

Paragraph 4 D on Page 2 should add the phrase: "providing that the lot be maintained in the condition that existed at the time of this agreement." so that it reads as follows:

D. Owner shall have a period of fifteen (15) years commencing with the date of execution of this Agreement for paving of the existing parking lot to bring it into compliance with the

requirements of the City, providing that the lot be maintained in the condition that existed at the time of this agreement.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on July 13, 2005 and deferred its recommendation until August 10, 2005, at the request of Pony League Baseball, Inc. The petitioner requested a deferment in order to allow for the Planning Commission's August 10, 2005 public hearing on the preliminary plan for the Golwitzer Commercial Subdivision (including the eastern portion of Pony League's property) after proper public notice publication as required by Bloomington City Code.

Mr. William Wetzel, Attorney at Law, 115 W. Jefferson Street, submitted testimony in favor of this petition at the July 13, 2005 hearing. Mr. Wetzel explained that this case and Case Z-13-05 are interrelated. He stated that the owners of the Golwitzer property had approached the Pony League a year ago with the goal of becoming contiguous to the City. There will be a joint driveway added, giving the Pony League a second entrance, and that water and sewer would be built across the frontage enabling the Pony League to tap on. Commissioner Baughan inquired as to the petitioners being agreeable with the City's requirement to bring the parking lot up to standard within 15 years. Mr. Wetzel replied that affirmatively and that the petitioner's requested additional time to comply. No other testimony was presented at this July 13, 2005 public hearing.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission closed the public hearing for this petition on July 13, 2005 and passed a motion by a vote of 9 to 0 recommending Council approval of the annexation agreement in Case Z-12-05 as revised in accordance with staff's concerns.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends approval of this revised agreement.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Bloomington, McLean County, Illinois, (herein referred to as "City"), and McLean County Pony Baseball, Inc., (herein referred to as "Owner").

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

WHEREAS, Owner is desirous of having the premises described in Exhibit "A" annexed to the City and the City is desirous of annexing said property; and

WHEREAS, after annexation, Owner and City are desirous of having the premises zoned into the following zoning classification: S-2, Public Lands and Institutions District.

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

1. City agrees to annex the real estate described in Exhibit "A".
2. City agrees to zone said premises as S-2 Public Lands and Institutions District.
3. Owner agrees that upon execution of this Agreement it will petition for annexation of said premises to all other units of local government required by the ordinances of the City and diligently pursue to a final decision such petitions for annexation within ninety (90) days of the date of notification by such other units of local government that the premises meet the statutory qualifications for annexation to such other units of local government.
4. In connection with the property described on Exhibit "A" the following shall apply:
 - A. There will be no required adjacent substandard street fees for Ireland Grove Road.
 - B. A water main shall be extended along the north edge of the property adjacent to and parallel with Ireland Grove Road. The City will reimburse the Owner for the reasonable cost difference for any over sizing of the water main. Owner will dedicate to the City an appropriate utility easement area in which such water main shall be located.
 - C. A sanitary sewer shall be extended along the north edge of the property adjacent to and parallel with Ireland Grove Road of a size and in a manner acceptable to the City. Owner will dedicate to the City an appropriate utility easement area in which such sanitary sewer shall be located.
 - D. Owner shall have a period of fifteen (15) years commencing with the date of execution of this Agreement for the paving of its existing parking lot to bring it into compliance with the requirements of the City.
 - E. City accepts the property in "as is" development conditions relating to existing buildings and stormwater detention.
 - F. City hereby waives the required City of Bloomington Annexation fee since the Owner is a tax-exempt entity.

G. City shall allow the relocation of the current entranceway into the property from Ireland Grove Road toward the west edge of the property. All permits required from the McLean County Highway Department shall be the responsibility of Owner.

H. City shall permit construction of a shared storm water detention facility built in compliance with the Bloomington City Codes along the common boundary between the property and the property located to the east per the attached drawing. Responsibility for the cost of maintenance of said storm water detention facility shall be shared by Owner and the owner of the adjacent tract.

I. That Owner shall be allowed to tap the sanitary sewer and the water main to serve its existing facilities without the payment of any tap on fee. The city shall reserve capacity within the sanitary sewer for the future connection thereto by Owner.

J. That City shall permit the construction of a three-lane entrance near the eastern boundary of property. This new entrance shall be as set forth on the attached Exhibit "B" and shall provide access both to the property and to the property located to the east of the property. The cost of any necessary permits for the construction of this shall be paid by Owner.

K. Owner shall dedicate to the City such easements as City may reasonably require but owner shall not be required to subdivide its property under the Bloomington Land Subdivision Code."

This Agreement is binding upon the Owners and upon the City and their successors and assigns. The term of this Agreement shall be in full force and effect for twenty (20) years from the date of its execution by the parties hereto.

CITY OF BLOOMINGTON

By: Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

OWNERS

McLean County Pony Baseball, Inc.

EXHIBIT "A"

Lot 1 in Illinois Power Company Subdivision per plat recorded as
Document No. 88-6730, McLean County, Illinois (Pony League Tract)

PIN (24) 22-18-200-001

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

State of Illinois)
)ss.
County of McLean)

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

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

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

WHEREFORE, Petitioner respectfully prays that the Annexation Agreement be approved, that said premises toe annexed to the City of Bloomington, McLean County, Illinois and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois assign to said premises a classification of S-2, Public Lands and Institutions District.

Respectfully submitted,

MCLEAN COUNTY PONY
BASEBALL, INC.

STATE OF ILLINOIS)
)ss:
 COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the sad instrument for and on behalf of McLean County Pony Baseball, Inc. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of June 2005

Bonnie Bury
 Notary Public

ORDINANCE NO. 2005 - 91**AN ORDINANCE ANNEXING AND REZONING CERTAIN TERRITORY
AS HEREINAFTER DESCRIBED TO THE CITY OF
BLOOMINGTON, McLEAN COUNTY, ILLINOIS**

WHEREAS, there has heretofore been filed by McLean County Pony Baseball, Inc., a Petition for Annexation together with a proposed Annexation Agreement, relating to the property described on Exhibit "A". The Annexation Agreement is attached hereto as Exhibit "B"; and

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

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

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

EXHIBIT "A"

Lot 1 in Illinois Power Company Subdivision per plat recorded as Document No. 88-63-719, McLean County, Illinois (Pony League Tract)

(24) 22-18-200-001

Mayor Stockton opened the Public Hearing. No one came forward to address the Council. Mayor Stockton closed the Public Hearing.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the Petition and revised Annexation Agreement 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, and Mayor Stockton.

Nays: None.

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

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on the Petition submitted by TGFP, LLC, requesting approval of the Annexation Agreement and Rezoning from A- Agriculture District to B-1, Highway Business District zoning for the property located east of the Pony League Baseball Fields,; north of Norfolk & Southern Railroad; west of County Highway 29 (Towanda Barnes Road); and east of the Links at Ireland Grove Road, consisting of approximately 6.103 acres (Case Z-13-05)

BACKGROUND INFORMATION:Adjacent Zoning

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

Adjacent Land Uses

north: cropland
 south: Illinois Power Substation
 east: cropland
 west: Pony League Ball Fields

1998 Comprehensive Plan recommends: “Parks and Open Space” use for this land.

Proposed Comprehensive Plan recommends: “ Regional Highway Commercial” use for this land.

Project Rating of Development Proposal for Consistency with Local & Regional Comprehensive Plans: Provides minimal features or acceptable alternatives with 0 to 5 optional features- Favorable recommendation is possible.

The petitioner requests that this tract be commercial use as it is located at the intersection of two (2) major roadways and ideally situated for business. It is further noted that the other three corners of this intersection are designated for “Regional / Highway Commercial” use. The annexation of the Pony League Ball Fields in Case Z-12-05 would make this piece contiguous to the City.

Staff has reviewed the draft of the Annexation Agreement and suggests the following recommended revisions:

- Page 2, Item 4 -C. This tap-on fee of \$3,341 represents the Golwitzer Commercial Subdivision share of the Links outfall sewer. It should be paid to the developers of the Links at Ireland Grove who paid for the sewer. This is not the only tap-on fee for sanitary sewers that must be paid by TGFP, LLC, the owners (per the July 7, 2005 Memorandum from Mr. Douglas Grovesteen, Director of Engineering). The following additional tap-on fees should

be included in this annexation agreement: 1.) Towanda-Barnes Outfall Sewer: \$560.00 per acre + 6% simple interest from Oct. 1997; 2.) White Eagle Outfall Sewer: \$435.00 per acre + 6% simple interest from Aug. 1996; 3.) Ireland Grove Rd Outfall Sewer: \$190.00 per acre + 6% simple interest from Dec. 1976; and 4.) Little Kickapoo Pump Sta. & East Side Interceptor: \$450 per acre + 6% simple interest from Sept. 1994.

- Page 2, Item 4. I.- Approval of the Preliminary Plan for Golwitzer Commercial Subdivision (Exhibit "B") a separate public hearing on such plan (Case PS-10-05) was held on August 10, 2005, after the proper public notice was published in the local newspaper as required by City Code.
- Note #4 on Sheet 1 of 3 of Exhibit "B" should state that the storm water detention area shall be privately maintained.
- Note #6 on Sheet 1 of 3 of Exhibit "B" should state that the sanitary sewer easement for the 8" sanitary sewer in the rear of lot shall be 15' wide (not 10' wide) with paved hard surface access to the two manholes in rear yards.
- Sheet 3 of 3 of Exhibit "B"- The 10' wide utility easement on the east side of the "Typical Cross Section A-A" should be 15' wide.
- Sheet 3 of 3 of Exhibit "B"- The 15" storm sewer along the west side of Towanda-Barnes Road should be maintained by the McLean County Highway Department.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission opened a public hearing on this petition on July 13, 2005. The hearing was continued until August 10, 2005, to allow for the deferral of the preliminary plan approval for the Golwitzer Commercial Subdivision, until after such plan had been the subject of a separate public hearing on August 10, 2005 and after proper public notice publication as required by Bloomington City Code. The following persons submitted testimony in favor of this petition at the July 13, 2005 hearing:

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

Mr. Wetzel stated that the original intent was to have the plan approved along with the annexation agreement, but acknowledged the oversight and indicated that they would abide by Code. He requested that the discussion of the annexation agreement be deferred until the Preliminary Plan had been discussed. Commissioner Baughan noted that the site floods badly and drainage should be addressed. Mr. Wetzel agreed and stated that it would be taken into account. He suggested that this is a good use for an 'orphan' piece of property with Pony League to the west, a major intersection to the east, and the Illinois Power facility to the south.

Mr. Finlen commented that this is a “package deal”, both annexation agreement and preliminary plan of Case Z-13-05 and the Case Z-12-05 together. He assured that the drainage problems would be taken care of.

Mr. Homer Bozarth, RR#1, Box 101, Downs, Illinois, submitted testimony in opposition to this petition at the July 13, 2005 hearing. Mr. Bozarth inquired whether sewer treatment would be handled by the proposed Kickapoo Pump Station. Mr. Grovesteen, Director of Engineering, replied that it would be handled by the *existing* “Little Kickapoo” Pump Station, not the proposed new one. Mr. Bozarth said he preferred to see the site stay farmland.

Mr. William Wetzel, 115 W. Jefferson Street, Suite 400, submitted testimony in favor of this annexation agreement at the August 10, 2005 public hearing. Mr. Wetzel commented that this hearing was picking up where the July 13, 2005 hearing left off. He reaffirmed that the petitioners are agreeable to staff’s concerns.

Mr. Doug Grovesteen, Director of Engineering, stated his desire to delete the line in the staff report that reads; “*The agreement should address street lighting along Towanda-Barnes Road and who pays when such lighting is needed.*” He recalled that the Commissioners had not wanted to make the provision retroactive but had urged that a policy be written in the Code. The Commission concurred. Mr. Wetzel had no objection. No other testimony was presented at this August 10, 2005 public hearing.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission closed the public hearing this petition on August 10, 2005, and passed a motion by a vote of 6 to 0 recommending Council approval of the annexation agreement in Case Z-13-05 as revised in accordance with staff’s concerns.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends approval of this revised agreement.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

Mayor Stockton opened the Public Hearing. No one came forward to address the Council. Mayor Stockton closed the Public Hearing.

Motion by Alderman Matejka, seconded by Alderman Finnegan that the Petition and revised Annexation Agreement 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, and Mayor Stockton.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by TGFP, LLC and McLean County Pony Baseball, Inc. requesting approval of the Preliminary Plan for Golwitzer Commercial Subdivision, for the property located east of the Pony League Baseball Fields, north of Norfolk & Southern Railroad; west of County Highway 29 (Towanda Barnes Road); and south of Ireland Grove Road, consisting of approximately 6.103 acres (Case PS-10-05) (east of Ward # 8)

BACKGROUND INFORMATION:

Adjacent Zoning

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

Adjacent Land Uses

north: cropland
 south: Illinois Power Substation
 east: cropland
 west: Pony League Ball Fields

1998 Comprehensive Plan recommends “Parks and Open Space” use for this property.

Proposed Comprehensive Plan recommends: “Regional Highway Commercial” use for this property.

TGFP, LLC, a limited Liability Corporation, is proposing to annex the property in question and have the City rezone it into the B-1 Highway Business District under the provisions of a proposed annexation agreement in Case Z-13-05. The Preliminary Plan for Golwitzer Commercial Subdivision shows this 6.103 acres being subdivided into four lots.

These lots would have vehicular access to/from Towanda- Barnes Road and Ireland Grove Road by way of a privately owned 25 foot wide frontage road, west of, and parallel to Towanda-Barnes Road; and south of, and parallel to, Ireland Grove Road. The east intersection of this frontage road with Towanda- Barnes Road is centered on the common side lot line separating Lot #3 from Lot #4, while the north intersection of this frontage road with Ireland Grove Road is centered about 240 feet west of the west lot line of Lot #1 on property owned by McLean County Pony Baseball, Inc.

A permit for access to Towanda- Barnes Road needs to be secured from the McLean County Highway Department. An access easement for access to Ireland Grove Road needs to be obtained from the Pony League. This frontage road will be owned by an association of the owners of the commercial lots and will be privately maintained. No sidewalks will be constructed along this frontage road. The City will construct Constitution Trail along the south side of Ireland Grove Road to Towanda- Barnes Road.

The petitioners are requesting the following waivers:

1. Waiver to allow detention pond release to tile with inadequate capacity with overflow to Ireland Grove Road (1200 N.) south side ditch;
2. Waiver to allow private street and driveways with a 25 foot width, face-to-face; and curb and gutter on one side only with break in curb for flood routing.

On-site storm water detention will be provided in compliance with City Code. The storm water release will be to an eight (8") inch tile located parallel to Ireland Grove Road flowing westward and then crossing Ireland Grove Road and flowing northward near the Links at Ireland Grove Subdivision. This tile will not likely have enough capacity to receive the three-year rainfall recurrence interval. Due to the unavailability of storm sewer and inadequate tile capacity, the detention pond will fill. The pond overflow will have a flood route to the south road ditch of Ireland Grove Road, filling the ditch around the tile inlet and then flowing east along the south road ditch.

A 16" water main will be installed from the west property line of the Pony League to Towanda-Barnes Road along the south side of Ireland Grove Road. An 8" water main will be installed along the west side of Towanda- Barnes Road to the south property line of this proposed subdivision. A 10" sanitary sewer will be installed from the west property line of the Pony League to the rear lot utility easement of the proposed subdivision. An 8" sanitary sewer will be installed in the rear of the lot, southward from Ireland Grove Road to Lot #4 of this proposal subdivision. All sanitary sewers and water mains shall be built in public right of way or utility easements and shall be dedicated to the City.

Staff has reviewed the Preliminary Plan for Golwitzer Commercial Subdivision and recommends the following revisions:

1. Note #4 on Sheet 1 of 3 should state that the storm water detention area shall be privately maintained.
2. Note #6 on Sheet 1 of 3 should state that the sanitary sewer easement for the eight inch sanitary sewer in the rear of the lot shall be 15' wide (not 10' wide) with paved hard surface access to the two manholes in rear yards.
3. Sheet 3 of 3 of Exhibit "B"- The 10' wide utility easement on the east side of the "Typical Cross Section A-A" should be 15' wide.

4. The 15" storm sewer along the west side of Towanda-Barnes Road should be maintained by the McLean County Highway Department.
5. That a 10 foot wide strip on the northern edge of Mr. Golwitzer's property be dedicated for pedestrian use.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on August 10, 2005, and recommends the same. The following persons submitted testimony in favor of this petition at the August 10, 2005 hearing:

- Mr. William Wetzel, Attorney at Law, 115 W. Jefferson Street, Suite 400
- Mr. Neil Finlen, P.E. Farnsworth Group Inc. 2709 McGraw Drive

Mr. Wetzel reminded the Commission that they had reviewed annexation of this tract and had recommended approval of the adjacent Pony League tract at a previous meeting (July 13, 2005). He stressed that the two annexations and this preliminary plan are together one inseparable project. He stated that the staff's concerns were acceptable and would be incorporated. Mr. Wetzel indicated that a concern is to keep access into this tract as far from the major intersection (Towanda-Barnes Road and Ireland Grove Road) as possible. He stated that access to the lots by means of a frontage road seemed a good solution and that the four lots might suit a smaller commercial business like a convenience store or a dry cleaner.

Mr. Finlen addressed the concerns of drainage and traffic. He noted that the Pony League Group (a 24 member board) had requested that he share that they and the other petitioners have been meeting in a two year process and in a cooperative effort. He noted that this project (Golwitzer Commercial Subdivision) creates a shared entrance that gives Pony League a second entrance. This project will also bring water and sewer service enabling the Pony League a tap on. He noted that the County Highway Department had reviewed and approved the entrance location. Additionally, Mr. Finlen acknowledged that there were "huge" problems to overcome at this site, and that the culvert under the existing Pony League entrance was grossly undersized, (15 inch) and acted like a dam to back up water. He stated that 1.) the existing culvert would be replaced with two 42 inch culverts; 2.) that water would be diverted to the west (the lakes at the Links) and north under Ireland Grove Road, and 3.) that the existing eight inch subsurface tile would at times be inadequate but would be compensated by surface routing of the excess. Finally he noted that the lower part of the site would be raised in elevation. Chairperson Cain inquired as to why the petitioner would not replace the eight inch tile with larger tile. Mr. Finlen replied that it would still connect into eight inch tile off the site, so little would be gained.

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 for this petition on August 10, 2005, and passed a motion by a vote of 6 to 0 recommending Council approval of the Preliminary Plan for Golwitzer Commercial Subdivision, Bloomington, Illinois, with the following requested waivers and as revised in accordance with staff concerns:

1. Waiver to allow detention pond release to tile with inadequate capacity with overflow to Ireland Grove Road (1200 N.) south side ditch;
2. Waiver to allow private street and driveways with 25 foot width face-to-face and curb and gutter on one side only with break in curb for flood routing.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and recommends approval of this preliminary plan with the three requested waivers.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

Alderman Sprague questioned if the subdivision would have sidewalks.

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

Motion carried.

Bill Wetzel, 115 W. Jefferson, Suite 400, Petitioner's attorney, addressed the Council. He added that he represented the property owners. He acknowledged City staff's effort on this issue. The Pony League Baseball property allows this corner piece of land to develop. There would be sidewalks along the property's front and sides. The Pony League property will have parking and baseball diamonds. He described the corner road way as commercial.

Alderman Sprague expressed his concern that there be a way for pedestrian to come and go between the two. Mr. Wetzel responded negatively. Currently, there were no sidewalks between the two. Alderman Sprague cited that there would be baseball, golf, soccer, a potential future site for the YMCA, and a City park. This area would be kid friendly and there needed to be a way for young people to travel between these properties. Mr. Wetzel expressed his concern about a sidewalk due to the joint driveway. He questioned how to do both safely. There would be a lot of issues.

Alderman Huette noted that without a sidewalk children would be walking in the street. He expressed his opinion that a sidewalk was critical and would enhance accessibility.

Alderman Sprague restated his concern. He requested that the sidewalk waiver be removed and that City staff develop a system for pedestrians for this area. Mr. Wetzel applauded the Council's interest. He acknowledged that the Council could deny said waiver. The sidewalk must be shown on the Final Plat. He was not sure that a sidewalk would be a good solution.

Neil Finlen, Farnsworth Group, 2709 McGraw Dr., addressed the Council. This area would be fed by an extension of Constitution Trail. He noted that the Links at Ireland Grove Subdivision was within this area. There would be a trail within this subdivision. This trail could be continued through the adjoining properties. He noted that abundant right of way had been dedicated. He noted that there would be adequate room along the northern edge of same.

Alderman Sprague responded that he could not count on the Trail. There were no funds budgeted for same. This was a high traffic area. There would also be a lot of youth. Mr. Finlen restated that there was room for a trail in three (3) developments.

Alderman Matejka recommended that the Council waive the traditional sidewalk and allow an access way between these developments. Mayor Stockton noted that the plan and the verbage must be in agreement. Todd Greenburg, Corporation Counsel, noted that the text should match the plan. He stated that if needed this item could be laid over until the Council's September 12, 2005 meeting.

Alderman Sprague stressed that the issue was youth safety. The plan as presented was not a good scenario. Alderman Huette noted that this development was located along one of the City's busiest streets. He recommended that the waiver be stricken and the petitioner be required to comply with the City's minimum standard to install a sidewalk. Mr. Greenburg noted that if the petitioner was in agreement with the Council's request then the plan would need to be resubmitted. The Council needed to provide a time line.

Mr. Wetzel suggested that this item be laid over until the Council's September 12, 2005 meeting. A legitimate concern had been raised by the Council. He planned to meet with City staff. The trail plans were unknown at this time. He described the situation as unusual.

Mayor Stockton noted that there were a number of areas within the City where there was a concern with pedestrian access. Mr. Greenburg recommended that the Council pass a motion to reconsider the previous item (Annexation Agreement and Petition to Annex and Rezone by TGFP, LLC).

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

Motion carried.

Motion by Alderman Sprague, seconded by Alderman Crawford that the previous item, (Annexation Agreement and Petition to Annex and Rezone by TGFP, LLC), be reconsidered.

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.

Motion by Alderman Sprague, seconded by Alderman Huette that this item (Annexation Agreement and Petition to Annex and Rezone by TGFP, LLC) be laid over until the September 12, 2005 Council meeting.

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.

Motion by Alderman Sprague, seconded by Alderman Finnegan that the Preliminary Plan for the Goldwitzer Commercial Subdivision be laid over until the September 12, 2005 Council meeting.

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

Nays: None.

Motion carried.

Kim Nicholson, Purchasing Agent presented the One Bid for two (2) Ice Resurfacers and two (2) Edgers for the Public Ice Rink and the US Cellular Coliseum. Ms. Craven noted that the one bid was received from the Frank J. Zamboni & Co., Inc. Two (2) sets would be purchased one (1) for the Pepsi Ice Center and one (1) for the US Cellular Coliseum. The total bid was \$138,423.02. The cost per facility was \$69,211.51. The budget estimate was \$87,500 for the US Cellular Coliseum and \$83,000 for the Pepsi Ice Center.

Alderman Sprague noted that the FF & E (Fixtures, Furnishings & Equipment) budget listed \$121,500 for both. He requested an updated FF & E report for the US Cellular Coliseum which listed expenditures.

Motion by Alderman Sprague, seconded by Alderman Schmidt that the bid be awarded to Frank Zamboni & Co., Inc. in the amount of \$138,423.02 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.

Doug Grovesteen, Director of Engineering presented the One Bid for the Improvement of Six Points Road at Heartland Hills. The lone bid was submitted by Rowe. The total amount was \$135,381.75. The project estimate was \$128,522.00. The project needed to be redesigned to appease the Township Road Commissioner. This work delayed the project. He recommended that the bid be accepted.

Motion by Alderman Matejka, seconded by Alderman Schmidt that the bid be awarded to Rowe Construction Co., in the amount of \$135,381.75, 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.

Alderman Matejka commented that he had visited the location. He expressed his disbelief that this site was within the City. He added that the new fire station would be a great improvement.

MAYOR'S DISCUSSION: None.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Schmidt reminded the Council that this Saturday, (August 27, 2005) the Council would host a table at the Farmer's Market.

Alderman Purcell informed the Council that he had attended the Cultural Festival held at Miller Park. He looked forward to next year's event.

Alderman Crawford informed the Council that he and his daughters attended the Parks and Recreation Department's Father Daughter Dance.

Motion by Alderman Sprague, seconded by Alderman Schmidt to recess into executive session. 9:20 p.m.

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.

Motion by Alderman Matejka, seconded by Alderman Crawford to return to regular session and adjourned. 10:14 p.m.

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.

**Tracey Covert
City Clerk**