

**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, July 11, 2005.

The Meeting was opened by Pledging Allegiance to the Flag followed by Silent Prayer.

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Joseph “Skip” Crawford, Kevin Huette, Allen Gibson, Michael Matejka, Michael Sprague, Jim Finnegan, Steven Purcell, Karen Schmidt and Mayor Stephen F. Stockton.

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

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

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

Ayes: Alderman 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 first partial payment to Terracon Consultants, N.E. Inc. (Dept. 1277) in the amount of \$14,782.50 on a per ton and hour contract of which \$14,782.50 will have been paid to date for work certified as ongoing for the 2005-2006 Asphalt & Portland Concrete Plant Inspection and Lab Testing. Completion date - July 2006.
2. The tenth and final payment to Farnsworth Group in the amount of \$6,861.07 on a contract amount of \$51,996.40 of which \$51,996.40 will have been paid to date for work certified as 100% complete for the U.S. 51 Intersections Near the U.S. Cellular Coliseum: Front & Madison, Olive & Center, and Front & East. Completion date - June 2005.
3. The sixth partial payment to Rowe Construction Company in the amount of \$139,267 on a contract amount of \$917,226.95 of which \$837,995 will have been paid to date for work certified as 91% complete for the Ft. Jesse Road Improvements - Phase I - East of Airport Rd. to Kaisner Dr. Completion date - August 2005.
4. The sixteenth partial payment to Stark Excavating, Inc. in the amount of \$43,777 on a contract amount of \$2,518,251.70 of which \$1,836,411 will have been paid to date for work certified as 73% complete for the Airport Rd. - Route 9 to Gill St. Completion date - November 2005.
5. The third partial payment to Stark Excavating, Inc. in the amount of \$47,777 on a contract amount of \$285,592.80 of which \$105,884 will have been paid to date for work certified as 37% complete for the Erickson Avenue (Oakland to Illinois). Completion date - July 2005.
6. The first partial payment to Rowe Construction Company in the amount of \$48,609 on a contract amount of \$843,492.81 of which \$48,609 will have been paid to date for work certified as 6% complete for the Hershey Road Widening - Yorktown to Eastland. Completion date - September 2005.

7. The fifth partial payment to Technical Design Services, Inc. in the amount of \$3,500 on a contract amount of \$21,000 of which \$17,067.16 will have been paid to date for work certified as 81% complete for the Cabling System for the U.S. Cellular Coliseum. Completion date - March 2006.
8. The twenty-fifth partial payment to Brisbin, Brook, Beynon Architects in the amount of \$25,343.54 on a contract amount of \$1,421,000 of which \$1,207,078.10 will have been paid to date for work certified as 85% complete for the U.S. Cellular Coliseum. Completion date - April 2006.
9. The third partial payment to P.J. Hoerr, Inc. in the amount of \$532,941.84 on a contract amount of \$10,995,296.62 of which \$1,052,881.74 will have been paid to date for work certified as 10% complete for the Renovation of the Bloomington Center for the Performing Arts. Completion date - June 2006.
10. The fourteenth partial payment to Hammond Beeby Rupert Ainge, Inc. in the amount of \$29,984.56 on a contract amount of \$1,993,750 of which \$1,609,622.33 will have been paid to date for work certified as 81% complete for the Phase 3 and 4 - Renovation of the Bloomington Center for the Performing Arts. Completion date - August 2006.
11. The sixth 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 \$22,500 will have been paid to date for work certified as 50% complete for the McLean County Economic Development. Completion date - December 2008.
12. The first partial payment to Gildner Plumbing, Inc. in the amount of \$18,000 on a contract amount of \$75,189 of which \$18,000 will have been paid to date for work certified as 24% complete for the East Street Watermain: Mulberry St. to Locust. Completion date - August 2005.
13. The second partial payment to Stark Excavating, Inc. in the amount of \$54,600 on a contract amount of \$94,673 of which \$78,425 will have been paid to date for work certified as 83% complete for the Greenwood Ave. Sanitary Sewer Relocation. Completion date - August 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

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

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

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

Nays: None.

Motion carried.

The following was presented.

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Pay Heritage Machine and Welding, Inc. for the Emergency Fabrication of Repair Parts for Valves on the Pipeline Road Transmission Water Main

The 24" concrete transmission water main from the Lake Bloomington treatment plant to the City was recently shut down in order to allow for interconnects to be installed to the new 36" concrete water main installed as part of the Pipeline Road Transmission Water Main replacement project.

While working on the valves of the existing 24" water main, three of the valves were broken. The valves are from a manufacturer that is no longer in business. Therefore, repairs could not be made to the valves in a traditional sense of acquiring repair parts from the manufacturer. City crews removed the damaged parts from the three valves and made temporary repairs.

It was determined that only two of the three valves needed permanent repairs as the third valve was no longer needed due to the insertion of a new valve in close proximity to where the third valve was removed. The other two valves had parts manufactured by a local machine shop on an emergency basis. These parts have been delivered.

Staff respectfully requests that Council approve the payment in the amount of \$10,188.02 to Heritage Machine and Welding, Inc., with payment to be made with Water Department, Transmission and Distribution Division Maintenance Funds (X50120-70590).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the payment be approved.

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

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

Nays: None.

Motion carried.

The following was presented.

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Request to Pay Stark Excavating, Inc. for Emergency Sewer Repair

Recently, it was discovered that an old brick manhole had collapsed at the intersection of Washington Street with Prairie Street, and was determined that repairs were urgently needed to protect the public safety.

Due to the depth of the sewer and the scope of the work, the Public Service Department requested that the Engineering Department retain a contractor to make the repair. Stark Excavating, Inc. replaced the manhole, backfilled the excavation and replaced the pavement on a time and materials basis. Stark Excavating, Inc. has submitted a bill in the amount of \$9,371.57. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$9,371.57 to Stark Excavating, Inc. for the repair of the manhole and pavement at the intersection of Washington Street with Prairie Street with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the payment be approved.

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

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

Nays: None.

Motion carried.

The following was presented.

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Request for Proposals for Orchestra Enclosure

The Bloomington Cultural District is requesting permission to use the Request for Proposals, (RFP) procedure to secure an orchestra enclosure for the Bloomington Center for the Performing Arts according to the scope of work outlined in the Specifications Book for the BCPA renovation.

This enclosure will become an integral part of the stage performance area and is needed for orchestral activities planned in the Center. The desired enclosure will include nine wall tower units and four ceiling units. Per the Bloomington Center for the Performing Arts renovation budget, this element was to be bid separately from the general construction contract to achieve cost savings.

Staff respectfully requests that Council grant permission to proceed with this process. Staff will prepare the RFP, review the proposals submitted and return to Council with a recommendation. Funding for this project will come from account X21100-72621 of the Cultural District budget.

Respectfully,

C Bruce Marquis
Executive Director

Tom Hamilton
City Manager

Alderman Huette questioned if requesting permission to accept Request for Proposals was unusual. Tom Hamilton, City Manager, noted that this piece of equipment would be a portable shell with an estimated cost of \$190,000.

Alderman Crawford questioned if the shell would be acoustically designed and/or custom made. Mr. Hamilton noted that this item was a part of the original project.

Motion by Alderman Crawford, seconded by Alderman Sprague that permission to seek Request for Proposals for an Orchestra Enclosure be granted.

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

Ayes: Alderman 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 Proposal Process and Approve a Contract with Farnsworth Group for ITEP Grant Application and Prepare Budget Estimate for Constitution Trail from Grove to Lafayette Street

The next extension of Constitution Trail is planned in the 2008-09 Capital Improvement Budget. The trail will extend from Grove Street to Lafayette Street and will include bridges over Oakland Avenue, future Lincoln Street and some improvements to Robinson Street. This will be an expensive project, but it was recently learned that there is another round of Illinois Transportation Enhancement Program (ITEP) grant funding available for which this project is qualified.

These ITEP grants are 80/20 with the City providing the 20% and the State of Illinois the 80%. The deadline for this grant application is August 1, 2005. The current 2005-06 Budget includes funding to begin preliminary design and thus gain a more accurate budget number for future budgeting.

Staff interviewed two consultants to assist with the preparation and submittal of the ITEP Grant. The consultants interviewed were STS Consultants from Peoria, and the Farnsworth Group from Bloomington. It is recommended that Farnsworth Group be retained to perform the work of the grant writing and to develop a reasonable budget estimate for this project. Staff will further review the qualifications of the two consultants for the preliminary Engineering Phase I at a later date.

Farnsworth Group is recommended as they have previous experience in bike trail development and have completed several small sections of the current Constitution Trail. Additionally, they have a great deal of local knowledge about Constitution Trail and topography information in the trail corridor. They are also the Consultant Engineers for the Lincoln Street extension project which will need to be coordinated with the trail bridge crossing Lincoln Street.

A written proposal has been received outlining the project description, and the basic scope of services for a fee not to exceed \$13,000. Funds are budgeted for this project in the 2005-06 Capital Improvement Program Account #X40100-70050.

Staff respectfully recommends that Council approve an agreement with the Farnsworth Group to

prepare and submit a ITEP Grant for a fee not to exceed \$13,000, and further, authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully submitted,

Keith Rich
Dir. Parks and Recreation

Greg Kallevig
Program Engineer - Engineering Dept.

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 90

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN AGREEMENT WITH FARNSWORTH GROUP TO ASSIST THE
CITY IN PREPARATION OF THE ITEP GRANT APPLICATION BE APPROVED IN
AN AMOUNT NOT TO EXCEED \$13,000**

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

1. That the bidding process be waived and authorizing an agreement with Farnsworth Group to assist the City in preparation of the ITEP Grant Application be approved in an amount not to exceed \$13,000.

ADOPTED this 11th day of July, 2005.

APPROVED this 12 day of July, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

July 11, 2005

337

July 1, 2005

Mr. Keith Rich
Director of Parks and Recreation
City of Bloomington
401 South East Street
Bloomington, IL 61701

RE: City of Bloomington ITEP Grant Assistance

Dear Keith:

We appreciate the opportunity to assist the City of Bloomington on the above-mentioned project and are confident that our Bike Way experience will be beneficial to the City. We respectfully submit this scope of work for your review and approval. Based on our discussions with you in person and at our interview, our understanding of the project is described below. If you need additional information, please don't hesitate to call.

PROJECT DESCRIPTION

We understand the desired services for this proposal to include assistance in preparing application materials, supporting documents, and compiling a submission packet for a grant offered through the Illinois Transportation Enhancement Program. It is further understood that the City wishes to use this grant for a bike trail extension, including two grade separation structures, retaining walls, fencing and landscaping from Grove Street to Lafayette Street.

This project scope is intended to address the preparation of the grant application materials and is not intended to include design services. We understand that, if the City is successful in securing a grant, you may wish to engage our firm for design services at a later date.

BASIC SCOPE OF SERVICES

Based on the project description above, the proposed scope of work to be included is as follows:

1. Preliminary Investigation

Attendance at one site visit to become generally familiar with the proposed project area.

Review of drawings showing existing conditions such as underground utility locations and other street amenities.

Review of grant application requirements.

2. Grant Preparation

Prepare grant application forms and supporting documentation.

Assist in preparing regulatory agency sign-offs.

Preparation of an Opinion of Probable Construction Cost*. The basis-of-design of the items to be used in the Opinion are to match the previously completed streetscape improvements around the Courthouse Square. The Opinion items that will be considered include:

Construction of Bike Trail Extension
Construction of Two Grade Separation Structures Construction of Retaining Walls
Construction of Fencing
Construction of Landscaping
Other general conditions and construction costs.
Contingencies.

Preparation of a location map showing general project location, including planning for a future southerly extension to Hamilton Road and a site map showing project limits including pertinent streets, landmarks and other features relevant to the proposed project location.

* As with any Opinion of Probable Cost, extreme effort will be made to insure the accuracy of costs at the time of the opinion, however, the information given is only an opinion and will fluctuate as other factors such as labor costs, material costs, and bidding climates cannot be anticipated

ADDITIONAL SERVICES

1. The following services are available from our firm but not included in this proposal:*

Site Design and Topographic Surveys.

Land/legal fees, permit fees.

Design for relocation of existing utilities, watermain, and sanitary sewer.

Presentation boards showing proposed design intent.

Schematic design.

Owner-initiated changes in scope.

Additional services related to enhanced complexity beyond what is identified above such as multiple revisions, changes in scope or other unforeseen circumstances. These will be billed at the same rates, after authorization to proceed is given by you.

- * Farnsworth Group, Inc. will provide the additional services listed above, as well as any additional services not listed, as requested or approved by the Owner's representative on a Time & Materials basis.

YOUR RESPONSIBILITIES

It will be the responsibility of the City of Bloomington to provide the following:

Designate a project representative with specific responsibilities and decision-making authority. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Owner's policies and decisions.

Provide full information as to any additional requirements for the grant and timely communication of any items affecting the grant submission.

Provide letters of support from governmental officials for inclusion in the grant package.

Provide a project description for inclusion into the grant package.

Provide all sponsor and co-sponsor contact information.

Review Opinion of Probable Cost prior to inclusion into the grant package. Render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

Give prompt written notice to the Engineer whenever you become aware of any defect in the project or changed circumstances, which may alter the scope of service specified herein.

Furnish or direct the Engineer to provide necessary additional services as required by changed conditions.

Publish all public notices that may be required.

COMPENSATION

We propose to furnish the services as listed above on a time and expense basis not to exceed \$13,000 (Thirteen Thousand Dollars) for basic services. Minimum fees are presented in accordance with the attached fee computation schedule.

We will notify you prior to exceeding this amount and will request your approval to proceed beyond this amount. In addition, reimbursable expenses for items such as mileage, printing costs, postage and shipping, overnight deliveries, etc. will be billed as additional expenses with actual costs of the expense plus 10%.

In our previous project experience, we have seen that at least some of the additional services listed above will be desired and/or required, as it is impossible to predict every condition and circumstance. It would be prudent for you to set aside a contingency allowance for possible fees that may occur for special services requested.

SCHEDULE

We are available to begin work upon receipt of your notice to proceed. We understand that the schedule is as follows:

Copies of the application are to be completed by July 25, 2005.
Grant Application must be submitted to the State before August 1, 2005.

AGREEMENT

This signed proposal and the attached General Conditions represent the entire and integrated agreement between the FARNSWORTH GROUP, INC. and the CITY OF BLOOMINGTON and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY OF BLOOMINGTON and FARNSWORTH GROUP, INC. If the terms of this proposal are agreeable, please indicate your acceptance by returning a signed copy to my attention. We appreciate the opportunity to be of continued service to you. If there are any questions about any part of this proposal, please don't hesitate to call.

FARNSWORTH GROUP, INC.

CITY OF BLOOMINGTON

George A. Drye, P.E.
Principal-In-Charge

Stephen F. Stockton
Mayor

C. Neil Finlen
Principal

Motion by Alderman Crawford, seconded by Alderman Sprague that the proposal process be waived, the agreement with Farnsworth Group to assist the City in preparation of the ITEP Grant Application be approved in an amount not to exceed \$13,000, 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: Alderman 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

July 11, 2005

341

From: Staff

Subject: Analysis of Bids - Compact Utility Tractor for Parks & Recreation

On Friday, July 1, 2005, at 10:45 a.m., bids on a utility tractor were publicly opened and read. This unit will be used in the Park's Division for seeding, aeration, tree planting, etc. Each bidder submitted the proper bid guarantees. The bids were as follows:

FIRM	TRADE-IN	BID PRICE
Nord Outdoor Power - Bloomington, IL	\$9,320	\$19,700*
Birkey's Farm Store - Urbana, IL	5,000	24,774
Central Parts Warehouse - Tinley Park, IL	3,500	25,323

*Low and recommended bid

A 1994 Ford utility tractor is being traded in on this unit. The Kubota L4330 tractor bid by Nord Outdoor Power meets the specification in all respects. Highland Park Golf Course has a smaller version of this unit and it has performed well.

Staff respectfully requests that Council accept the low bid of \$19,700 submitted by Nord Outdoor Power and authorize the Purchasing Agent to issue a purchase order for same. A total of \$20,000 was budgeted in the Fixed Asset Replacement Fund, account F14110-71140 for this unit.

Respectfully,

Jerry Armstrong,
Assistant Director, Parks & Recreation

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the bid be awarded to Nord Outdoor Power in the amount of \$19,700, 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: Alderman 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-Printing of 2005 Fall Program Guide for the Parks and Recreation Department

On Friday, July 1 at 10:30 a.m. bids were opened in the City Clerk's office for the printing of 16,000 copies of the 2005 Fall Program Guide for the Parks and Recreation Department. Six printers responded to the bid. There was \$8,250 budgeted for this brochure.

FIRM		BID PRICE
Illinois Graphics	Bloomington, IL	\$8,606.00
Rite Business Forms	Bloomington, IL	\$19,000.00
BOPI **	Bloomington, IL	\$7,800.00
Printec Printing	Champaign, IL	\$8,156.00
Action Printing	FonDuLac, Wisconsin	\$7,933.00
Action Printing	(alternate bid - 4 additional pages)	\$7,175.00
Original Smith Printing	Bloomington, IL	\$14,176.00

** Low and recommended bid

Action Printing, although the alternate bid was lower than BOPI's, it did not meet the bid requirements. Staff respectfully requests that Council award the bid to BOPI in the amount of \$7,800 and authorize the Purchasing Agent to issue a purchase order for same. There are sufficient funds available in account G14112-70740 for this purchase.

Respectfully,

Barb Wells
Supt. of Recreation

Keith Rich
Dir. of Parks and Recreation Dept.

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the bid be awarded to BOPI in the amount of \$7,800 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: Alderman 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: Proposed Change Order to George Gildner, Inc. for West Route 9 Water Main Improvements

The West Route 9 Water Main Improvements were awarded August 13, 2001 and are now complete. During construction of this project numerous delays and alignment changes were encountered due to utility conflicts and difficulty in obtaining additional easements, which resulted in additional costs.

Additional unit cost items	\$19,487.00
Extra work due to alignment changes	\$148,769.37
Material cost increases	\$41,472.63
<u>Labor cost increases</u>	<u>\$44,085.51</u>
Total change order	\$253,814.51
Original Contract Amount	\$392,262.00
This Change Order	<u>\$253,814.51</u>
Completed Contract	\$646,076.51

These additions were not reasonably foreseeable at the time the contract was signed and were in the best interest of the City. As this additional work was necessary for the orderly and proper completion of this project, staff respectfully recommends that Council approve this Change Order in the amount of \$253,814.51 with payment to be made with Water Depreciation Funds (X50200-72540).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Craig Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 91

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$253,814.51 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC. FOR WEST ROUTE 9 WATER MAIN IMPROVEMENTS

WHEREAS, the City of Bloomington has previously entered into a contract with George Gildner, Inc. for West Route 9 Water Main Improvements; and

WHEREAS, for the reasons set forth in a staff report dated July 11, 2005 it was necessary to perform alignment changes;

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the July 11, 2005 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$253,814.51 in the contract between the City of Bloomington and be approved.

ADOPTED this 11th day of July, 2005.

APPROVED this 12th day of July, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Crawford questioned this change order. He noted that this request was for the West Route 9 water main. The percentage of change, (sixty-five to seventy percent), was what caught his attention. Tom Hamilton, City Manager, responded affirmatively. There was a great cost increase. When the road was built, the project scope keep changing. The City had to double the amount of pipe and bore under the road.

The City paid for this capital improvement with a goal of \$1 million. There was the potential that this cost increase could impact another project in the future. The circumstances were unusual. He added that this did not happen often. Mayor Stockton encourage City staff to try to avoid this if possible in the future.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Change Order in the amount of \$253,814.51 be approved, and the Resolution adopted.

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

Ayes: Alderman 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: Amendment to Professional Service Agreement with Lewis, Yockey & Brown, Inc. for the Design of the West Market Street Water Main Relocation

On February 12, 2001, Council approved a contract with Lewis, Yockey & Brown, Inc. to provide professional services for the design of the west Market Street Water Main Improvement. The original scope of the work was to design a new sixteen (16) inch water main in the right-of-way south of the proposed six (6) lane pavement.

The water main alignment had to be revised to be on private easements outside of the right-of-way to avoid conflicts with gas mains, fiber optic cables, and storm sewers. This required additional survey work, additional design work and additional easement plats not within the original scope.

Lewis Yockey and Brown, Inc. performed the additional work to finish the project design on a time and material basis at a cost of \$9,853.95, for a new contract amount of \$48,253.95. Staff has examined the submittal by Lewis Yockey and Brown, Inc. for the additional payment and finds it acceptable.

Original Contract 2/12/01	\$38,400.00
<u>This Change Order</u>	<u>\$9,853.95</u>
New Total Contract Amount	\$48,253.95

Staff respectfully requests that Council approve an amendment to the design contract with Lewis Yockey and Brown for the design of West Market Street Water Main Relocation in the additional amount of \$9,853.95 for a new total contract amount of \$48,253.95 with payment to be made with Water Depreciation Funds (X50200-70050).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Craig Cummings
Director of Water

Tom Hamilton
City Manager

Alderman Matejka addressed this item. He commended Doug Grovesteen, Director of Engineering, on a job well done. He noted that the circumstance were beyond City staff's control.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Change Order in the amount of \$9,853.95 be approved.

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

Ayes: Alderman 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: Amendment to Professional Service Agreement with Lewis, Yockey & Brown, Inc. for the Preparation of Construction Documents for Fort Jesse Road from 800 feet East of Airport Rd. To Towanda Barnes Rd.

The original agreement for the design of Fort Jesse Road from 800 feet east of Airport Rd. to Towanda Barnes Rd. by Lewis, Yockey & Brown, Inc. was approved by Council on June 10, 2003 in the amount of \$120,000. A change order in the amount of \$11,000 was approved April 11, 2005. During the course of the design, additional work was required to redesign the water main, storm sewer, and add an erosion control plan. These were beyond the original scope of the contract. The consultant has performed the additional work. In order to make final payment, a second change order in the amount of \$65.67 is required. Staff has examined the submittal from Lewis, Yockey & Brown, Inc. for additional payment and finds it acceptable.

Original Contract	\$120,000.00
Change Order #1	\$11,000.00
This Change Order	<u>\$65.67</u>
Total Contract Amount	\$131,065.67

Staff respectfully requests that Council approve a change order to the design contract with Lewis, Yockey & Brown, Inc. for the design of Fort Jesse Road from 800 feet East of Airport Rd. to Towanda Barnes Rd. in the additional amount of \$65.67, for a revised total contract amount of \$131,065.67 with payment to be made with Capital Improvement Funds (X40100-70050).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the Change Order be approved.

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

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

Nays: None.

Motion carried.

The following was presented.

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Change Order for UPF Poly Tank for Engine E6472, 1991 Pierce Pumper (Unit # 22)

At the January 24, 2005 Council meeting, Council approved the repair of the UPF Poly Tank for Engine E6472, 1991 Pierce Pumper (Unit # 22). When the invoice was received from Global Emergency Products, Inc. the amount due was different from the quote.

After comparing the invoice to the quote, it was determined that Global Emergency Products, Inc. failed to list the following items on the quote: 1.) One (1) light indicating amber 12V, for \$33.02, and 2.) miscellaneous shop supplies, for \$75.00.

This increased the price of this repair by \$108.02. Staff respectfully requests that Council approve a change order in the amount of \$108.02 to Global Emergency Products, Inc., with payment to be made from the licensed vehicle fund account # G15210-70520.

Respectfully,

Keith A. Ranney
Fire Chief

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the change order in the amount of \$108.02 to Global Emergency Products, Inc. be approved.

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

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

Nays: None.

Motion carried.

The following was presented.

To: Honorable Mayor and Members of the City Council

From: Staff

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

P.J. Hoerr, Inc. has requested the following change orders to their contract for work associated with the renovation of the Bloomington Center for the Performing Arts. These change orders were reviewed by staff and found them to be acceptable. The total amount of these change orders is \$24,250.40.

#7 Upgrade theater seating fabric	8,635.00
#8 Removal of suspended platform at east stage	2,495.00
#9 Rework floor in room 226	2,160.00
#10 Correct floor differential in rooms 329 & 351	1,925.40
#11 Install laminated beams in room 141	3,094.00
#12 Furr out four walls in room 246	2,819.00
#13 Extend partition to deck between rooms 125 & 126	<u>3,122.00</u>
Total this Change Order	\$24,250.40
Original contract	<u>\$10,995,296.62</u>
New Total Amount	\$11,019,547.02

This work is outside the existing contract of P.J. Hoerr because at the architects recommendation, the theater seat fabric would be upgraded from base broadcloth to heavy duty velour. The platform needs to be removed which impedes installation of new rigging. The floor surfaces need to be prepared to accept ceramic tile. The floor & ceiling support around the new duct penetration needed to be improved. There is the need to eliminate excessive demolition and repair to walls and extend wall to floor joists in area where old duct and piping were removed.

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

Contingency Fund: \$600,000.00
Total Change Orders to date: \$ 31,347.02
Contingency Balance: \$568,652.98

Staff respectfully recommends that Council approve this change orders to the contract with P.J. Hoerr, Inc. in the amount of \$24,250.40. Payment for this work will come from account X21100-72620.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 92

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE
AMOUNT OF \$24,250.40 IN THE CONTRACT BETWEEN THE CITY
OF BLOOMINGTON AND P.J. HOERR, INC. FOR THE RENOVATION OF THE
BLOOMINGTON CENTER FOR THE PERFORMING ARTS**

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

WHEREAS, for the reasons set forth in a staff report dated July 11, 2005 it was necessary to: 1.) upgrade the theater seat fabric from base broadcloth to heavy duty velour; 2.) remove the platform which impedes installation of new rigging; 3.) prepare the floor surfaces to accept ceramic tile; 4.) improve the floor & ceiling support around the new duct penetration, and 5.) eliminate excessive demolition and repair to walls and extend wall to floor joists in area where old duct and piping were removed; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the July 11, 2005 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$24,250.40 in the contract between the City of Bloomington and be approved.

ADOPTED this 11th day of July, 2005.

APPROVED this 12th day of July, 2005.

Stephen F. Stockton

Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Sprague that the Change Order be approved, and the Resolution adopted.

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

Ayes: Alderman 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: Intergovernmental Agreement Between City of Bloomington, County of McLean, and Town of Normal, Regulating Use of the Police Range Facility

In July 1992 the McLean County Board granted the City a Special Use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen miles east of Bloomington on IL. Route 9.

An intergovernmental agreement was signed in September of 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal and the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current intergovernmental agreement expired on June 30, 2005, and a new agreement is proposed. A flat rate of \$7,750 per year per agency will remain in effect for three years until June 30, 2008. No provisions of the former Agreement have been substantially changed in the proposed Agreement.

Staff respectfully requests that Council approve this intergovernmental agreement with the Town of Normal and the County of McLean and authorize the Mayor and the City Clerk to sign the necessary documents.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
THE COUNTY OF MCLEAN AND THE TOWN OF NORMAL REGULATING THE
USE BY THE COUNTY OF MCLEAN AND THE TOWN OF NORMAL OF THE
POLICE SHOOTING RANGE FACILITY OF THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.) ; and

WHEREAS, the City of Bloomington, the County of McLean, and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting range owned by the City of Bloomington; and

WHEREAS, the McLean County Board, the Board of Trustees of the Town of Normal, and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency / Agencies”: The Town of Normal and the County of McLean Police Agencies.

“Chief”: The City of Bloomington Chief of Police

“Facility”: The City of Bloomington Police Shooting Range

III. ADMINISTRATION The facility shall be administered by the Chief or his designate.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The Chief or his designate shall establish a master schedule each year for the use of the facility. Each agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agencies for review on or before May 1st of each year. Each agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief or his designate will issue a final schedule on or before June 1st of each year.

Should an agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by either agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for each agency; however, an agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

Each agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief or his designate. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agencies understand and agree that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

All police agencies using the shooting range shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

Each agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

Each police agency using the shooting range shall provide its own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

Each agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for each requesting police agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible of such damage. If such notification is not made, the requesting police agency shall be billed for any damage discovered at the shooting range site after such agency used the range but prior to any other agency using the facility.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the other agencies in preparing the shooting ranges for annual use. All three agencies agree to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, twice per year, once in the spring and once in the fall, for eight hours per day (16 hours/year total) to perform range preparation duties.

V. RANGE FEES / BILLING

Each agency shall pay the City of Bloomington an annual fee of Seven Thousand seven hundred and fifty dollars (\$7,750.00) for use of the facility. This fee shall be paid on January 1st of each year and shall represent payment for the previous year's use. The fee shall be the same regardless of the number of times the agency uses the facility during the year. Any fee changes will not be made without prior written notification and justification to the parties of this agreement.

VI. MAINTENANCE

The City of Bloomington will keep the facility and all mechanical devices maintained in good operating condition. If an agency cannot use the facility because it is not in operating condition on a scheduled shooting date, that agency may receive a reduction in the annual fee, but only under the following conditions: There shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If any agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational problems with the facility. To

receive a fee reduction under those circumstances the agency must contact the Chief or his designate immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designate can verify and document the problem. An agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties to this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against and all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event a employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give sixty days notice of such intention to the other parties to this Agreement before such withdrawal becomes effective.

IX. TERM

This Agreement shall remain in full force and effect for a period of three years, beginning on July 1, 2005 and terminating on June 30, 2008. First payment is due January 1, 2006.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

July 11, 2005

355

September 20, 2005

COUNTY OF MCLEAN
By: Michael F. Sweeny,
Chairman McLean County Board

ATTEST: Peggy Ann Milton,
McLean County Clerk

July 13, 2005

CITY OF BLOOMINGTON
By: Stephen F. Stockton

ATTEST: Tracey Covert,
Bloomington City Clerk

July 20, 2005

TOWN OF NORMAL
By: Christopher Koos,
Mayor

ATTEST: Wendelilyn J. Briggs
Normal Town Clerk

Motion by Alderman Crawford, seconded by Alderman Sprague that the Intergovernmental Agreement with the Town of Normal and the County of McLean for regulating the use of the Police Range Facility 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: Alderman 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: Two Year Extension of Electric Franchise Agreement with Ameren IP
A fifty year electric franchise agreement with Illinois Power and the City will expire on August 10, 2005. Officials of Ameren IP, the current owner of Illinois Power, have requested a two year extension of the existing agreement, which would expire on August 10, 2007.

The transition to a deregulated electric industry in Illinois will expire in 2007. Due to this, the staff of both the City and AmerenIP believe it would be beneficial to extend the status quo until the nature of the electric industry after deregulation is more clear.

Since tree-trimming by utilities became the subject of a state statute several years ago, there have been very few complaints received by staff regarding the operations of Illinois Power. The issue of streetlights which need to be replaced surfaces periodically, but response to individual complaints has been improved since the acquisition of Illinois Power by Ameren.

The staff believes a two year extension of the present electric franchise agreement is in the best interest of the City and respectfully requests that Council pass the Ordinance.

Respectfully,

J. Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NUMBER 2005 - 71

**AN ORDINANCE EXTENDING THE TERM OF
AN ELECTRIC FRANCHISE AGREEMENT WITH AMEREN/IP**

WHEREAS, the City of Bloomington (the "Municipality") is a unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the current electric franchise ordinance, Ordinance # 1955-17 (the "Electric Franchise Ordinance") between the Municipality and Illinois Power Company d/b/a AmerenIP (the "Company") expires on August 10, 2005; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the Municipality to extend the term of the Electric Franchise Ordinance; and

WHEREAS, all Ordinances, or parts of Ordinances, in conflict herewith are hereby repealed effective upon the effective date of this Ordinance; and

WHEREAS, this Ordinance shall be in force and effect from and after its passage, acceptance and, if necessary, its recordation.

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

That the term of the Electric Franchise Ordinance is hereby extended until August 10, 2007 (the "Initial Term"). Except as expressly modified by this Ordinance, the provisions of the Electric Franchise Ordinance shall remain unchanged and in full force and effect.

**PASSED BY THE CITY COUNCIL OF SAID CITY OF BLOOMINGTON, COUNTY OF
MCLEAN, STATE OF ILLINOIS, THIS 11th DAY OF JULY, 2005.**

Steve Stockton, Mayor

ATTEST:

Tracey Covert
City Clerk

ACCEPTANCE

The Company, Grantee of the rights, privileges and authority granted by Ordinance No. 2005 - 71, of the City of Bloomington, Illinois, entitled "An Ordinance Extending the Term of an Electric Franchise Ordinance with AmerenIP," hereby accepts said Ordinance and all the provisions thereof.

In Witness Whereof, the Company, Grantee as aforesaid, has caused these presents to be signed this 24th day of October, 2005.

Illinois Power Company
d/b/a AmerenIP

Scott Cisel
President

Motion by Alderman Crawford, seconded by Alderman Sprague that the Ordinance be passed.

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

Ayes: Alderman 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 2314 S. Morris Avenue

The City needs to acquire a portion of property located at 2314 S. Morris Avenue to make improvements to Morris Avenue. Byron Tucci owns this property which is located on the east side of Morris Avenue and is surrounded by Prairie Vista Golf Course. It is improved with a single family dwelling and some out buildings. The property contains a total of 5.1 acres and the City needs to acquire .33 acres of land at the westernmost edge of the property for road right of way, and .03 acres of temporary easement to restore the property following construction. There are a number of trees and bushes and a fence within the area of the right of way that will be removed.

The property was appraised and staff entered into negotiations with Mr. Tucci for the purchase. Mr. Tucci has agreed to convey the right of way and grant the temporary easement for a payment of \$35,000. The owner also requested the extension of water and sewer services to his property as additional consideration.

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

Seller: Tucci Industries, Inc.

Buyer: City of Bloomington

Social Security No. or FEIN Seller:

Social Security No. or FEIN Buyer:

Social Security No. or FEIN

Social Security No. or FEIN Buyer:

Address: **2314 S. Morris Avenue**

Address: **109 E. Olive Street**

City/State/Zip: **Bloomington, IL 61701**

City/State/Zip: **Bloomington, IL 61701**

Attorney/Telephone/Fax:

Attorney/Telephone/Fax: **Hannah Eisner**

Street, PO Box:

Street, PO Box: **109 E. Olive Street**

City/State/Zip:

City/State/Zip: **Bloomington, IL 61701**

Listing Broker/Telephone

Selling Broker/Telephone

Agent/Telephone/Fax

Agent/Telephone/Fax

Current Mortgage Holder/Loan #/Address/Telephone

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 Tucci Industries, Inc. , hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree as follows:

1. DESCRIPTION: Seller sells the following described real estate, to-wit:

That part of Lot 33 of the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian McLean County, Illinois, recorded in Book 37 of deeds at page 92; described as follows with bearings being used referring to a local assumed datum: Commencing at the southeast corner of the above described Lot 33; thence along the southerly line of said Lot 33, North 89°-43’-26” West 625.09 feet, to the Point of Beginning; thence North 89°-43’-26” West 43.01 feet, to the southwesterly corner of said Lot 33; thence along the westerly line, North 01°-14’-41” West 333.39 feet, to the northwesterly corner of said Lot 33; thence along the northerly line of said Lot 33, South 89°-38’-46” East 43.02 feet; thence South 01°-14’-41” East

333.33 feet, to the Point of Beginning, containing 0.329 of an acre, more or less.

~~with improvements, commonly known as _____ located thereon, to Buyer, who agrees to pay \$35,000.00 therefor 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~~
- ~~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 29th day of April, 2005, and on receipt of deed.~~

2. EVIDENCE OF TITLE: ~~Not less than 14 days prior to closing, Seller shall 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 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 April, 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 Protection Agency or 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 and one water service connection from the City of Bloomington water and sewer mains on the west side of Morris Avenue to a point approximately two feet inside of Seller's west property line. The connections will be of the size and placed in locations designated by Seller. 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. Seller will give Buyer a temporary use permit that gives Buyer the right to enter Seller's property for the purpose of grading, filling and shaping Seller's property to match the new street improvements. The temporary use permit shall be granted on the terms and conditions set forth in the "Temporary Use Permit" attached hereto as Exhibit A and incorporated herein by reference and shall be given for no additional consideration.

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

Tucci Industries, Inc.

City of Bloomington, A Municipal Corporation

Byron Tucci
July 20, 2005

Stephen F. Stockton
July 12, 2005

ATTEST:

ATTEST:

Tracey Covert
July 12, 2005

WARRANTY DEED

This Indenture Witnesseth, that the Grantor, Byron Tucci, d/b/a Tucci Rentals of the City of Bloomington in the County of McLean and State of Illinois for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to City of Bloomington, a Municipal Corporation of the City of Bloomington County of McLean and State of Illinois the following described Real Estate, to wit:

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' .T' West 660.90 feet, to the Point of Beginning, containing 1.057 acres, more or less. Parcel ID Number. 21-17-401-001 part of

situated in the County of McLean, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. The Grantee assumes and agrees to pay the 2005 and subsequent years real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record.

Dated this 1st day of September, A.D. 2005.

Byron Tucci
(Seal)

EASEMENT

This Indenture Witnesseth that Byron Tucci, d/b/a Tucci Rentals, 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.

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 agrees to repair or pay Grantor for any damage to Grantor's property resulting from Grantee's exercise of the rights granted hereunder, including without limitation any damage to field tile, water mains, sewers or fences. Grantee further agrees that anytime it digs into, excavates or otherwise disturbs the surface area of the easement, it will restore any such surface area so disturbed to its pre-existing condition.
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.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Contract for the Sale of Real Estate between the City and Byron Tucci for the purchase of part of 2314 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: Alderman 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 Sanitary Sewer Easement from Vale Community Church

The City has had to pay claims for property damage and make repairs to homes along Doral Drive as a result of two major sewer back ups in the past few years. The area is served by the Sakemiller sewer that becomes surcharged during periods of heavy rain.

Staff determined that the problem could be solved by the installation of a relief sewer to take the excess flow. Plans were developed for a relief sewer that will run generally northwesterly from an existing manhole on property owned by the Vale Community Church at 1304 Morrissey Drive, across Morrissey Drive, west along the Lafayette Street right of way, to Maple Street,

north on Maple to Baker Street, across the Baker/Ash detention basin to an existing BNWRD sewer on private property on Bunn Street. The City requires easements across several pieces of private property to build the relief sewer as designed. Vale Community Church owns one of them.

The City requires a permanent easement containing 600 square feet and a temporary easement containing 12,584 feet from the Church. Both easements are located within the parking lot for the Church. The temporary easement is much larger than normal in this case because the sewer must be bored under Morrissey Drive and space is needed for the bore pit and storage of the spoil from the excavation.

The Church as agreed to grant the permanent and temporary easement for \$7,000. Staff did not have the property appraised, but IDOT acquired right of way and a temporary easement from the Church in 2000. Staff used information from that sale for the purpose of determining the amount of compensation that should be paid for the City's take. Staff believes the price is fair and respectfully recommends that Council approve payment in the amount of \$7,000 for the easements.

Respectfully,

Hannah Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

EASEMENT AGREEMENT

This Agreement made this ____ day of _____, 2005 between Vale Baptist Church n/k/a Vale Community Church, a not for profit corporation of Illinois, hereinafter referred to as "Grantor" and the City of Bloomington, a municipal corporation, hereinafter referred to as "Grantee".

Whereas, Grantor owns the property commonly known as 1304 Morrissey Drive; and

Whereas, Grantee has determined that it needs to install a 15 inch sanitary relief sewer line to increase the capacity of the existing Sakemiller sewer; and

Whereas, Grantee needs a permanent and a temporary easement across a part of Grantor's property to construct and maintain the sanitary relief sewer line and Grantor has agreed to give Grantee said easements.

Now, therefore, the parties hereto agree as follows:

1. Easements Granted. Grantor hereby grants, conveys, quit claims and dedicates to Grantee a permanent and temporary easement across the property commonly known as 1304 Morrissey Drive, which easements are more particularly described and depicted on the plat attached hereto as Exhibit A and incorporated herein by reference.

2. Terms of Easements. The terms and conditions of the easements to be granted pursuant to this Agreement shall be as set forth in the Grant of Easement and Temporary Easement attached hereto as Exhibits B and C incorporated herein by reference.

3. Purchase Price. Grantee shall pay Grantor a total of \$7,000.00 for the easements upon the execution and delivery of the Grant of Easement and Temporary Easement.

4. Construction. Grantee shall notify Grantor when the contract to construct the sewer has been awarded and provide Grantor with the name of the contractor who will perform the work. Grantee will monitor the construction site to insure that the contractor is following all Bloomington City Code requirements for maintaining the work site in a clean and silt free condition.

City of Bloomington,
a Municipal Corporation

Vale Baptist Church, n/k/a Vale not
Community Church, a not for profit
corporation of Illinois

By: Stephen F. Stockton,
Mayor

By:

Attest:

Attest:

Tracey Covert,
City Clerk

Motion by Alderman Crawford, seconded by Alderman Sprague that the payment for easements to Vale Community Church in the amount of \$7,000 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: Alderman 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: Woodbury Estates Subdivision

On June 14, 2004, Council approved the Annexation, Rezoning and Preliminary Plan for the Woodbury Estates Subdivision, which contains 55 affordable single family dwellings in a partnership with the Community Development Division, the Tornquist Family Foundation, National City Bank, Citizen's Savings and Habitat for Humanity of Mclean County.

Additionally, Council approved the use of Community Development Block Grant funds for the acquisition of six lots for homes to be constructed through the Community Development Division and their partners, as well as the subsidy of the cost of development for the remaining lots. A total of \$354,354 was approved for this use.

As part of the partnership to develop this affordable housing subdivision, the Community Development Division committed to writing, submitting and administrating an Affordable Housing Trust Fund Grant application to the Illinois Housing Development (IHDA) for down payment subsidies provided to the qualified purchasers of homes in this subdivision.

The Trust Fund Grant application was submitted to IHDA in October, 2004. Throughout the past seven months, the application has been processed and conditionally approved by IHDA. The City has been conditionally approved to receive \$652,800 in Trust Funds for various types of down payment assistance to the home buyers of 36 single family dwellings. This is Phase I of a two phase project, and each phase is anticipated to take two years to complete after the final grant agreements are signed.

In Phase I, there will be twelve dwellings constructed by Habitat for Humanity, six constructed by the Community Development Division and their construction partners, (yet to be identified/finalized) and eighteen dwellings to be constructed by Tornquist Family Foundation.

IHDA subsidy amounts are varied based on the criteria discussed in the grant application and on the annual gross incomes of the various home buyers.

As with any receipt of grant/loan moneys from state or federal resources, a closing process precedes the actual receipt and/or distribution of funds. Staff has been working with the Illinois Housing Development Authority (IHDA) in the closing process and have now reached the stage of conditional commitment from IHDA.

IHDA has prepared a conditional commitment letter outlining the grant contingencies, general conditions, terms and conditions of the funds and limitations on use of the project, as well as general provisions. The Resolution to enter into the final grant agreement is anticipated to be completed by December, 2005.

Staff respectfully requests that Council approve the Conditional Commitment Letter for the

July 11, 2005

369

receipt of the maximum amount of \$652,800 from the Illinois Affordable Trust Fund, pursuant to Section 8 of the Trust Fund Act, in connection with the sale of thirty-six (36) affordable single-family dwellings, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Mark Huber
Director, PACE

Tom Hamilton
City Manager

Illinois Housing Development ® Authority
401 N. Michigan Avenue, Suite 900 Chicago, IL 60611
(312) 836-5200 TDD (312) 836-5222 <http://www.ihda.org>

Rod R. Blagojevich
Governor

July 11, 2005

City of Bloomington
Department of Planning and Code Enforcement
Community Development Division
P. O. Box 3157
115 East Washington
Bloomington, Illinois 61702-3157
Attn: Connie S. Griffin

Re: Conditional Commitment Letter (this “Letter”) Woodbury Estates Subdivision Bloomington, Illinois (STF-2098-01)

Dear Ms. Griffin:

The Illinois Housing Development Authority (“IHDA”) is the program administrator of the Illinois Affordable Housing Program, as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the “Trust Fund Act”), and the rules promulgated under the Trust Fund Act, as amended and supplemented from time to time (the “Rules”), a copy of which is attached to this Letter as Exhibit A and made a part of it. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Trust Fund Act, and if not defined there, the meanings established in the Rules.

City of Bloomington, Department of Planning and Code Enforcement, Community Development Division, a municipal corporation (“Sponsor”), has applied to IHDA for, and IHDA agrees to make, funds available in the maximum amount of Six Hundred Fifty-Two Thousand Eight Hundred and No/100 Dollars (\$652,800.00) (the “Funds”) from the Illinois Affordable Housing Trust Fund (the “Trust Fund”), pursuant to Section 8 of the Trust Fund Act, to make second (2nd) mortgage loans (“Home Loans”) and grants for down payment and closing cost assistance (“Home Grants”) to certain low and very low income individuals and families (the

“Homebuyers”) in connection with the acquisition of up to thirty-six (36) single family homes (the “Homes”), located in Bloomington, Illinois, identified on **Exhibit B** attached to and made a part of this Letter (the “Project”). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

A. CONTINGENCIES: IHDA’s performance of its obligations under this Letter is contingent upon:

1. The availability of monies for the Project in, and IHDA’s receipt for the Project of funds from, the Illinois Affordable Housing Trust Fund;
2. Evidence satisfactory to IHDA of commitments from (i) Citizen Savings in the minimum amount of One Million One Hundred Forty-Seven Thousand Six Hundred Forty and No/100 Dollars (\$1,147,640.00); (ii) National City Bank in the minimum amount of One Million One Hundred Forty-Seven Thousand Six Hundred Forty and No/100 Dollars (\$1,147,640.00); and (iii) Habitat for Humanity in the minimum amount of Sixty Hundred Sixty-One Thousand Five Hundred Twelve and No/100 Dollars (\$661,512.00) to make first (1st) mortgage loans for the acquisition and permanent financing of the Homes;
3. Evidence satisfactory to IHDA of a receipt of a forgivable loan for the Project from the Federal Home Loan Bank in the approximate amount of Two Hundred Fifty-Two Thousand and No/100 Dollars (\$252,000.00);
4. Evidence satisfactory to IHDA of the receipt of four grants (the “Funding Grants”) for the Project from (i) Tornquist Foundation (“Grantor One”) in the approximate amount of Ninety Thousand and No/100 Dollars (\$90,000.00); (ii) City of Bloomington (“Grantor Two”) in the approximate amount of One Hundred Twenty-Six Thousand Six Hundred Seventy-One and No/100 Dollars (\$126,671.00) and (iii) Self-help Homeownership Opportunity (“Grantor Three”) in the approximate amount of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00);
5. The provision of a down payment by each Homebuyer in the amount of Eight Hundred Fifty and No/100 Dollars (\$850.00); and
6. Sponsor’s completion or satisfaction of each and all of the terms and conditions listed below.

IHDA’s performance is also contingent upon its determination, in its sole discretion, on the Closing Date (as hereinafter defined) and each date thereafter upon which Funds are to be disbursed, that the funds received from all sources listed above, will be sufficient to complete the acquisition of the Homes constituting the Project; and (ii) Sponsor, its constituent or related entities, or its members, shareholders or other related individual, not being in default under the terms of any other loan or grant made by IHDA under the Trust Fund or any other IHDA program.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Trust Fund Act, the Rules, the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the “Act”), and the rules, policies and procedures now or hereafter adopted by IHDA pursuant to the Act, all as amended and supplemented from time to time. IHDA’s performance of its obligations under this Letter is further contingent upon Sponsor, its constituent or related entities, or its members, shareholders or other related individuals, is not in default under the terms of any other loan or grant made by IHDA under any IHDA program, or has not been in default under the terms of any other loan or grant made by IHDA under any IHDA program and failed to cure that default.

C. TERMS AND CONDITIONS OF THE FUNDS: The provision of the Funds shall be subject to the following terms and conditions:

1. Amount of Funds. The Funds shall be in the amount of SIX HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$652,800.00).

2. Use of Funds.

a. Funds in the amount of Five Hundred Twenty Thousand and No/100 Dollars (\$520,800.00) shall be used to make nonrecourse Home Loans to the Homebuyers. Each Home Loan shall (i) be in the approximate amount of Twenty-One Thousand Seven Hundred and No/100 Dollars (\$21,700.00), (ii) bear no interest, (iii) have a term of thirty (30) years, and (iv) be payable in full upon the earlier of (x) sale or transfer of the Home, other than by will, inheritance or by operation of law upon the death of a joint tenant owner and (y) the maturity date of the Home Loan.

b. Funds in the amount of One Hundred Thirty-Two Thousand and No/100 Dollars (\$132,000.00) shall be used to make Home Grants to the Homebuyers for down payment and closing cost assistance in connection with the purchase of the Homes.

3. Closing Date. The closing of the provision of the Funds shall occur at such time as Sponsor has satisfied all of the requirements set forth in this Letter, as determined in IHDA’s sole discretion (the “Closing Date”). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than December 18, 2005 (the “Outside Closing Date”). **If the closing of the Loan does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

4. Purpose of Funds. Sponsor shall enter into a funding agreement (the “Funding Agreement”) with IHDA setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to, the following:

a. Use of Funds. Sponsor shall use the Funds to make Home Loans and Home Grants to Homebuyers approved by Sponsor to participate in the Project. The

proceeds of the Home Loans shall be used only for the acquisition and permanent financing of Homes to be purchased by such Homebuyers; the proceeds of the Home Grants shall be used only for down payment and closing cost assistance to the Homebuyers.

b. Grant Conditions. Home Grants to Low Income Households shall not exceed Three Thousand and No/100 Dollars (\$3,000.00); Home Grants to Very Low Income Households shall not exceed Five Thousand and No/100 Dollars (\$5,000.00). Each Home Grant shall be governed by a Recapture Agreement, which shall contain a provision requiring the Household receiving a Home Grant to repay to IHDA the amount of the Home Grant upon the transfer of the Home, other than a transfer by inheritance, will or by operation of law upon the death of a joint tenant owner, within five (5) years of the date of the purchase of the Home.

c. Project Completion Date. All Home Loans and Home Grants shall be made within twenty-four (24) months of the Closing Date (the "Termination Date"). Any funds remaining in the Escrow Account as of the Termination Date shall be returned to the Trust Fund.

5. Initial Disbursement Date. The initial disbursement of Funds is expected to be August 15, 2005.

6. Funds Documents. Prior to the Closing Date, Sponsor shall deliver to IHDA three (3) original copies of the Funding Agreement executed by Sponsor and such other documents as IHDA may reasonably require, in its sole discretion.

7. Other Showings. Not less than ten (10) business days prior to the Closing Date, Sponsor shall, at its sole cost and expense, deliver to IHDA, the following documents, in form and substance satisfactory to IHDA:

a. Corporate resolution of Sponsor authorizing the Project and the execution of the Funding Agreement, certified by an officer of Sponsor and a Certificate of Incumbency of Sponsor, dated as of the Closing Date, indicating those officers of Sponsor who are authorized to execute and deliver the applicable documents required by **Paragraphs C.6 and C.7** hereof, with specimen signatures of those officers;

b. Opinion Letter from Sponsor's counsel regarding the Funds transaction in the form attached to this Letter as **Exhibit C**, including, but not limited to, statements that Sponsor has been duly authorized to enter into and execute all documents relating to the Funds transaction; and that the Loan Documents and any other documents executed pursuant to the Funds transaction are enforceable as executed;

c. Participant Selection Plan;

d. Drug-Free Workplace Certificate in the form attached to this Letter as **Exhibit D**;

d. Evidence of commitments to make first (1st) mortgage loans from Citizen Savings, National City Bank, and Habitat for Humanity; and

e. Any and all other documents and showings requested by IHDA or its counsel, in their sole discretion.

D. LIMITATIONS ON USE OF THE PROJECT. At least twelve (12) of the Homes shall be sold to Very Low Income Households, and the remainder of the Homes shall be sold to Low Income Households. A copy of the current income guidelines is attached to this Letter as **Exhibit E**. Sponsor shall obtain evidence, satisfactory to IHDA, of each prospective Homebuyer's income prior to occupancy.

E. GENERAL PROVISIONS.

1. Assignment. This Letter is not assignable by Sponsor, in whole or in part, without the prior written approval of the Executive Director, the Deputy Executive Director, any Assistant Executive Director or the General Counsel of IHDA, which may be withheld or conditioned at their sole discretion.

2. Termination. If the closing of the provision of the Funds does not take place on or before the Outside Closing Date, except by reason of IHDA's default under the Funding Documents, this Letter shall, at IHDA's election, immediately terminate and be of no further force and effect.

3. No Personal Liability. No member, officer, agent or employee of IHDA or the Advisory Commission, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.

4. Indemnification of IHDA. Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that IHDA may incur or suffer by reason of or in connection with the Project. Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Sponsor under this

Paragraph E.4 shall survive the provision of the Funds.

5. Time for Acceptance. The terms and conditions of this Letter shall not become effective unless Sponsor unconditionally accepts it by executing the enclosed three (3) copies of this Letter in the space provided below and returning two (2) original copies to Tracy Shine, c/o the Illinois Housing Development Authority, 401 N. Michigan Ave., Suite 900, Chicago, Illinois 60611, within sufficient time so that she actually receives them within fourteen (14) days of the date of this Letter. If not accepted unconditionally and received by IHDA as provided above, this Letter shall automatically become void and of no legal effect.

6. Publicity. IHDA reserves the right to publicize the issuance of this Letter and the provision of the Funds. Sponsor shall notify IHDA immediately of any formal publicity in connection with the Project that is arranged or promoted by Sponsor or any other party participating in the financing or development of the Project. Formal publicity includes, but is not limited to, participation in news conferences and media events such as ground breaking and dedication ceremonies. The use of IHDA's name in any signage is subject to IHDA's prior written consent. The use of IHDA's name in any signage, advertising or in any other manner is subject to IHDA's prior written consent.

7. Survival of Obligations. Sponsor's obligations as set forth in this Letter shall survive the Closing Date and Sponsor shall continue to cooperate with IHDA and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, the Funding Agreement shall control.

8. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

Sponsor:

City of Bloomington
Department of Planning and Code Enforcement
Community Development Division
P. O. Box 3157
115 East Washington
Bloomington, Illinois 61702-3157
Attn: Connie S. Griffin

Authority:

Illinois Housing Development Authority 401
North Michigan, Suite 900
Chicago, Illinois 60611

Attn: Legal Department

Such addresses may be changed to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) days after proper deposit with the United States Postal Service.

9. Counterparts. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument.

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: Kelly King Dibble,
Executive Director

20th day of June, 2005.

Approved as to form:

By: Mary R. Kenney, General Counsel
By: Robert W. Kugel, Chief Financial Officer

Accepted by Sponsor this 12th day of July, 2005.

**CITY OF BLOOMINGTON, DEPARTMENT OF PLANNING AND CODE ENFORCEMENT,
COMMUNITY DEVELOPMENT DIVISION**

By: Stephen F. Stockton,
Its Mayor

Attachments

Exhibits:

- A: Affordable Housing Program Rules
 - B: List of Homes
 - C: Form Opinion of Counsel
 - D: Drug Free workplace Certificate
 - E: Current Income Limit Guidelines
- EXHIBITS ON FILE IN THE CITY CLERK'S OFFICE**

Motion by Alderman Crawford, seconded by Alderman Sprague that the Conditional Commitment Letter for the receipt of the maximum amount of \$652,800 from the Illinois Affordable Trust Fund, pursuant to Section 8 of the Trust Fund Act, in connection with the sale of thirty-six (36) affordable single-family dwellings 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: Alderman 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: Illinois Transportation Enhancement Program Application Resolution

At the June 13, 2005 Council meeting, Council approved waiving the formal bidding process and approved an agreement with Farnsworth Group to assist the City in preparation of the grant application including the detailed cost opinion for both construction and preparation of future engineering and construction drawings, attendance at public meetings, photographs, and completion of the grant application. The fee to furnish these services are not to exceed \$19,000.

One of the key components of the Illinois Transportation Enhancement Program Application Resolution, (ITEP) application is the indication of public awareness and support for the proposed project. With that in mind, two meetings were scheduled to provide information and to address any concerns about the project.

Summaries of these meetings will be attached to the application. Another key point of emphasis with the Illinois Department of Transportation and the Federal Highway Administration is to include in the application a Resolution by Council to document approval of the project. Staff respectfully requests that Council pass this Resolution to be included in the ITEP application.

Respectfully,

Brian Brakebill
Director of Public Service

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 93

**RESOLUTION IN SUPPORT OF THE ILLINOIS TRANSPORTATION
ENHANCEMENT PROGRAM APPLICATION**

WHEREAS, the City of Bloomington, a designated Main Street community, is seeking to continue its dedication to the improvement of the downtown area through the use of Illinois Transportation Enhancement Program (ITEP) funds to provide new sidewalks, wheelchair ramps, planters, trees, ornamental lights, benches and other street amenities on Main Street in downtown Bloomington; and

WHEREAS, the City of Bloomington will act as the project sponsor and fully accepts and supports the Downtown Bloomington Association as cosponsors for this application; and

WHEREAS, the City Council recently approved and funded a contract with the Farnsworth Group to complete this ITEP application and to provide cost opinions for the proposed work; and

WHEREAS, if funds are awarded, the City of Bloomington will contribute 20 percent of the cost of the project as required yet understands that ITEP is a reimbursable program so agrees to pay 100 percent of up-front costs and will be reimbursed as documentation is supplied to the Illinois Department of Transportation; and

WHEREAS, the Bloomington City Council has a long history of support and investment in a variety of downtown projects with some recent examples of some of the downtown projects either funded, partially funded, or through the use of public-private partnerships include: the Brown Building, the Castle Theater, the Ensenberger Building redevelopment, the renovation of the Scottish Rite Consistory into the Cultural District, the Courthouse Streetscape Project, and construction of the U.S. Cellular Coliseum.

THEREFORE, be it resolved that the City of Bloomington City Council supports an ITEP application for a Main Street Streetscape project and that this resolution of support be attached to the ITEP application for consideration.

ADOPTED this 11th day of July, 2005.

APPROVED this 12th day of July, 2005.

Stephen F. Stockton,
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Sprague that the proposal process be waived, the agreement with Farnsworth Group to assist the City in preparation of the ITEP Grant Application be approved in an amount not to exceed \$13,000, the Mayor

and City Clerk authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Alderman 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: Resolution for Charitable Exemption Status for McLean County Historical Society - Stevenson House, 1316 E. Washington St.

In 1997, the City Council passed a Resolution, at the request of the Illinois Department of Revenue, Office of Local Government Services, which acknowledged that the Society is a charitable organization that is using the address in question exclusively for charitable purposes.

Staff has received a request to renew this assertion. The Historical Society has provided information regarding the work undertaken to date. The Adlai Stevenson Boyhood Home was given to the McLean County Historical Society in 1972. The purpose of the gift was to preserve the memory of Adlai Stevenson II who was raised in this house. Stevenson was Governor of Illinois from 1949 to 1953 and twice Democratic Party Candidate for the President of the United States in 1952 and 1956. He served as US Ambassador to the United Nations and is credited with keeping the world safe from nuclear war during the Cuban missile crisis of 1962.

The Society took possession of the property in 1996 in order to undertake the preservation of it and to plan for its future as a historic site. In 1997, all taxing bodies whose tax district includes this parcel passed resolutions approving abatement of taxes for the property. Taxes have been abated since that time.

The Society has worked on the goal of preserving the property and it has worked to find partners in creating a historic site at that location. In 1997 and 1998, it engaged in significant restoration activities costing over \$180,000. This work included the mechanical systems, interior and exterior restoration and maintenance activities. This work was funded with private donations.

In 2002 and 2003, the Society engaged in an in-depth restoration study with the goal of developing biddable specifications to turn the house into an operating historic site. This study cost \$100,000 and was funded by the State of Illinois. The study indicated that an additional

\$815,145 is needed in capital improvements to open the house as a public site. The Society is now searching for a partner with whom it can take this project to its next step.

In order to preserve the house a caretaker lives in it and opens it four to five times per year by appointment to school groups and other interested parties.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

RESOLUTION NO. 2005 - 94

**A RESOLUTION IN SUPPORT OF CHARITABLE EXEMPTION STATUS FOR
MCLEAN COUNTY HISTORICAL SOCIETY - STEVENSON HOUSE LOCATED AT
1316 E. WASHINGTON ST.**

WHEREAS, the McLean County Historical Society, an Illinois and Federal Charitable Corporation, has requested that we acknowledge that it exists as a charitable organizations; and

WHEREAS, it owns and uses the property at 1316 E. Washington St., Bloomington, IL 61701, PIN #43 - 21 - 03 - 403 - 007, the boyhood home of Adlai Stevenson II exclusively for charitable purposes.

NOW THEREFORE, we find that the use, maintenance and preservation of the aforescribed property qualifies as charitable purpose and that the use and preservation by the McLean County Historical Society is a charitable purpose.

WHEREFORE, the City of Bloomington, a taxing district on which said property is located has adopted this resolution this 11th day of July, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Crawford, seconded by Alderman Sprague that the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented.

To: Members of the City Council

From: Liquor Commission

Subject: Application of McLean County Arts Center, located at 601 N. East St., for an LA liquor license, which will allow the sale of all types of alcohol by the glass for their annual membership appreciation night

The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of McLean County Arts Center, located at 601 N. East St., requesting an LA liquor license which allows the sale of all types of alcohol by the glass for their annual membership appreciation night. Present at the hearing were Liquor Commissioners Stephen Stockton; Hannah Eisner, Deputy Corporation Counsel, and Tracey Covert, City Clerk; John Pratt and Anne Boyden, McLean County Arts Center (MCAC) Board members and Applicant representatives.

Commissioner Stockton opened the hearing. John Pratt, MCAC Board member and Applicant representative, addressed the Commission. This application is for the Arts Center's membership appreciation night. This would be the eighth year for this event. In the past, it was called a Margarita Party. Tickets must be purchased and food and beverages are provided. Tickets are purchased in advance. This event is a fundraiser for the MCAC. In the past, Delgado's provided the food and prepared and served the margaritas. The MCAC has contacted Tripper Phips, Interstate Center, to provide the catering. MCAC board members volunteer their time to set up the event. However, professional bartenders are hired. Schnucks will be an event sponsor as in the past. This year, the event will be held at the MCAC on Friday, July 22, 2005 from 5:00 - 9:00 p.m.

Commissioner Stockton stated that the Liquor Commission would recommend to the City Council that the Limited License be created for the McLean County Arts Center for its membership appreciation night to be held on July 22, 2005 at the McLean County Arts Center, 601 N. East St.

Based on the above, the Liquor Commission recommends to the City Council that an LA liquor license for McLean County Arts Center located at 601 N. East St., be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Crawford, seconded by Alderman Sprague that an LA liquor license for McLean County Arts Center located at 601 N. East St., be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Alderman 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: Requirement for EMT-I as Condition of Employment as a Probationary Firefighter

Staff respectfully requests that Chapter 17 of the City Code be revised to require Emergency Medical Technician-Intermediate (EMT-I) as a condition of employment as a probationary firefighter effective March 2, 2007. Chapter 17 currently requires Emergency Medical Technician-Basic as a condition of employment. This concept was presented to, and approved by, the Board of Fire and Police Commissioners at their June meeting. The following justification was discussed with the Board.

EMT-I training is available locally through Heartland Community College. The existing program is a two semester program followed by a clinical internship. Currently the department has 17 employees enrolled in a 17 week accelerated program to be followed by a clinical internship. This option is available as the result of the large number of initial EMT-I students.

The Fire Department anticipates hiring three (3) to five (5) new employees annually as the result of retirements. This limited number of new hires makes it impractical to hold an annual accelerated EMT-I course. As a result, utilizing the available delivery model, it may take up to two years to complete a probationary firefighter's required training.

This is problematic in that it may be up to two years before a new firefighter can function on the department's ambulances. In addition, the maximum probationary period allowed for a

firefighter under the Fire and Police Commission Act is 12 months. Staff believes it is essential that a new firefighter's required training be completed, and be evaluated performing fire and EMS duties, prior to the end of the probationary period.

Staff estimates that the per student training costs incurred by the department to the EMT-I level is approximately \$14,000. Over 90% of this cost is overtime compensation for the student and/or replacement personnel filling in while the student is in class.

Staff respectfully requests that Council approve the proposed revision of Chapter 17 of the City Code.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 72

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE
CHAPTER 17 SECTION 35 (A) MANDATORY CERTIFICATIONS**

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

SECTION 1. That Bloomington City Code Chapter 17, Section 35(a), be amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 35 MANDATORY CERTIFICATIONS.

(a) No firefighter shall be hired for probationary appointment to the Bloomington Fire Department unless and until he or she shall have obtained certification from the State of Illinois as an Emergency Medical Technician/~~Basic~~ Intermediate, provided however any person placed on a Register of Eligibles established prior to March 2, 2007 may be hired for probationary appointment to the Bloomington Fire Department if he or she has obtained certification from the State of Illinois as an Emergency Medical Technician/Basic. Nothing in the preceding sentence shall be construed as disqualifying a candidate from being examined for placement on the Register of Eligibles prepared by the Board of Fire and Police Commissioners prior to obtaining the necessary certification.

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

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

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

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

PASSED this 11th day of July, 2005.

APPROVED this 12th day of July, 2005.

APPROVED:

STEPHEN F. STOCKTON, Mayor

ATTEST:

TRACEY COVERT, City Clerk

Alderman Gibson questioned this item and if this would be a requirement. Tom Hamilton, City Manager, reminded the Council that the City had decided to increase the

service level. There will not be enough EMT - I, (Emergency Medical Technician - Intermediate) candidates to fulfill the City's hiring needs. The "I" refers to the skill level.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Text Amendment be approved and the Ordinance passed.

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

Ayes: Alderman 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: An Ordinance Amending Bloomington City Code Chapter 34

In an effort to keep the City's construction standards and codes consistent with modern materials and practices, the Planning and Code Enforcement Department (PACE) staff has addressed several areas in the Plumbing Code, Chapter 34.

The changes revolve around four basic areas: Adoption of the newest State Plumbing Code (2004 edition); duplication of the backflow requirements in Water Department's Chapter 27, in anticipation of the requirements being relocated to Chapter 34, Plumbing Code; editorial and code changes, and modifications; as well as modifications and clarification of the fee schedules.

The proposed changes were presented to the City's Plumbing Board of Appeals on April 12, 2005. The Board voted unanimously to recommend approval of the changes. An additional public hearing was held on May 9, 2005 in the Community Room of the Government Center. Ten members of the public attended. No objections to the changes were voiced at the meeting.

Staff respectfully requests the Council pass an Ordinance amending Bloomington City Code Chapter 34, Plumbing.

Respectfully,

Mark R. Huber
Director, Planning and Code Enforcement

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 73

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE
CHAPTER 34 AND CHAPTER 27**

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

SECTION 1. That Bloomington City Code Chapter 34, Article I, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

~~GENERALLY~~

SECTION 2. That Bloomington City Code Chapter 34, Section 1, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 1 ADOPTION OF ILLINOIS STATE PLUMBING CODE. There is hereby adopted by the City for the purpose of establishing rules and regulations for materials, construction, alteration, and inspection of all plumbing placed in or in connection with any building that certain Plumbing Code known as the Illinois State Code, being particularly the ~~1999~~ 2004 edition thereof, and the whole thereof, of which not less than one ~~three~~ (1) ~~(3)~~ copies ~~copy~~ have ~~has~~ been and now is ~~are~~ filed in the Office of the City Clerk; and the same are hereby adopted and incorporated as fully as if set out at length in this Chapter, the provisions of which shall be controlling within the corporate limits of the City and within the area of Lake Bloomington and other areas under the jurisdiction of the City.

(a) Illinois State Plumbing Code - Administrative Authority. Wherever the words “administrative authority” are used in the Illinois State Plumbing Code, adopted in the preceding section, it shall be held to mean the Director of Planning & Code Enforcement of the City of Bloomington or his representative.

(b) Public Health Board. Wherever the words “public health board” are used in the Illinois State Plumbing Code, it shall be held to mean the McLean County Health Department.

~~(c) — Building Classification. Wherever the words “building classification” are used in the Illinois State Plumbing Code, it shall be held to mean the building classification set forth in the Building Code of the City.~~

SECTION 3. That Bloomington City Code Chapter 34, Section 2, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 2 DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of this Chapter:

(a) “Approved backflow prevention devices or methods” means approved by the Research Foundation for Cross-Connection Control of the University of Southern California, Association of State Sanitary Engineers, American Water Works Association, American National Standards Institute or certified by the National Sanitation Foundation.

(b) “Backflow” means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water system from any source other than the intended source of the potable water supply.

(c) “Backflow prevention device” means any device, method or type of construction intended to prevent backflow into a potable water system. All devices used for backflow prevention in Illinois must meet the standards of the Illinois Plumbing Code and the Illinois Environmental Protection Agency.

(d) “Contamination” means an impairment of the quality of the water by entrance of any substance to a degree which could create a health hazard.

(e) “Cross-connection” means any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other a substance of unknown or questionable safety or quality, whereby there may be a flow from one system into the other.

(f) “Direct cross-connection” means a cross-connection formed when a water system is physically joined to a source of unknown or unsafe substance.

“Indirect cross-connection” means a cross-connection through which an unknown substance can be forced, drawn by vacuum or otherwise introduced into a safe potable water system.

(g) “Curb shutoff valve” means the valve normally located between the curb and property line used to control the water service for a customer. Also known as a curb stop or curb box.

(h) “Customer” means the owner and/or person in possession or control of any premises supplied by or in any manner connected to a public water system.

(i) “Customer’s water system” means any water system located on the customer’s premises. A building plumbing system is considered to be a customer’s water system as is the water service line from the tap at the water main to the plumbing within the building.

(j) “Double check valve assembly” means an assembly composed of single, independently acting check valves approved under ASSE Standard 1015. A double check valve assembly must include tight shutoff valves located at each end of the assembly and suitable connections for testing the water-tightness of each check valve.

(k) “Fixed proper air gap” means the unobstructed vertical distance through the free atmosphere between the water discharge point and the flood level rim of the receptacle.

(l) “Health hazard” means any condition, device or practice in a water system or its operation resulting from a real or potential danger to the health and well-being of customers. The word “severe” as used to qualify “health hazard” means a hazard to the health of the user that could be expected to result in death or significant reduction in the quality of life.

(m) “Inspection” means a plumbing inspection to examine carefully and critically all materials, fixtures, piping and appurtenances, appliances and installations of a plumbing system for compliance with requirements of the Illinois Plumbing Code, 77 Ill. Adm. Code 890.

(n) “Plumbing” means the actual installation, repair, maintenance, alteration or extension of a plumbing system by any person. Plumbing includes all piping, fixtures, appurtenances and appliances for a supply of water for all purposes, including without limitation lawn sprinkler systems, from the source of a private water supply on the premises or from the watermain in the street, alley or at the curb to, within and about any building or buildings where a person or persons live, work or assemble. Plumbing includes all piping, from discharge of pumping units to and including pressure tanks in water supply systems. Plumbing includes all piping, fixtures, appurtenances, and appliances for a building drain and a sanitary drainage and related ventilation system of any building or buildings where a person or persons live, work or assemble from the point of connection of such building drain to the building sewer or private sewage disposal system five feet beyond the foundation walls.

(o) “Reduced pressure principal backflow prevention device” means a device containing a minimum of two independently acting check valves together with an automatically operated pressure differential relief valve located between the two check valves and approved under ASSE Standard 1013. During normal flow and at the cessation of normal flow, the pressure between these two checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure. The unit must include tightly closing shutoff valves located at each end of the device, and each device shall be fitted with properly located test cocks.

(p) “Survey” means the collection of information pertaining to a customer’s piping system regarding the location of all connections to the public water supply system and must include the location, type and most recent inspection and testing date of all cross-connection control devices and methods located within that customer’s piping system. The survey must be in written form and should not be an actual plumbing inspection.

(q) “System hazard” means a condition through which an esthetically objectionable or degrading material not dangerous to health may enter the public water supply system or a customer’s potable water system.

(r) “Water purveyor” means the owner or official custodian of a public water system.

SECTION 4. That Bloomington City Code Chapter 34, Article IV, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE IV II

~~CONTRACTOR REGISTRATION - BOND - REVOCATION~~

SECTION 5. That Bloomington City Code Chapter 34, Sections 5, 6, 7 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 5 ~~CONTRACTOR REGISTRATION~~ ADMINISTRATION PERMIT FEE REQUIRED - ~~REGISTRATION FEE - INSURANCE.~~

Every plumbing contractor engaging in the business of plumbing in the City shall cause his name, residence and place of business to be recorded ~~registered~~ with the City Clerk of the City. The City Clerk shall keep a record of such ~~registration~~ business. An annual ~~Certificate of business~~ business of Registration shall be required of any person, firm or corporation engaging in the business of plumbing contractor in the City. Said annual ~~Certificate of Registration~~ business registration shall be issued only upon submission of a copy of the applicant's current ~~Illinois State Plumbing license,~~ Illinois State plumbers contractors registration, and payment of ~~registration~~ the required fee of Fifty Dollars (\$50.00), approval by the Plumbing Inspector. ~~of bond as required in Section 6 of this Code, filing with the City a satisfactory Certificate of insurance against any form of liability to a minimum of One Hundred Thousand Dollars (\$100,000.00) for property damage and Three Hundred Thousand Dollars (\$300,000.00) for personal injury. The insurance shall be maintained in full force and effect during the term of the registration and said insurance policy or certificate shall provide that the City be notified of any cancellation of the insurance ten (10) days prior to the date of cancellation.~~ Contractors shall ~~register~~ obtain the business license on or before January 1 of each year. Should a contractor not ~~complete registration~~ obtain the business license by February 1, ~~of the same registration year an additional Twenty-five Dollars (\$25.00) will be required. for all registrations.~~

~~SEC. 6 BOND REQUIRED; AMOUNTS; CONDITIONS.~~

~~Each plumbing contractor registered by the City for doing work in the City shall give a permit bond to the City in the sum of Five Thousand Dollars (\$5,000.00) Such bond shall be written by a competent surety company. It shall be approved by the Plumbing Inspector and be filed with the City Clerk thereafter.~~

SEC. 7 BUSINESS LICENSE REVOCATION.

A ~~certificate~~ business license issued under this Article can be revoked by the Plumbing Board of Appeals ~~only, and~~ the grounds for such action shall be one of the following:

- (1) the refusal of any contractor to correct work he has installed improperly when directed to do so by the Plumbing Inspector;
- (2) repeated and obvious lack of ability or desire to perform his work properly;
- (3) failure to have a licensed plumber in his employ at all times as required by the Illinois State Plumbing Code;
- (4) repeated violation of doing work prior to obtaining the required permit.

SECTION 6. That Bloomington City Code Chapter 34, Article V shall be and the same are hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE ~~V~~ III

PERMITS - REQUIRED ~~-BOND~~

SECTION 7.

That Bloomington City Code Chapter 34, Sections 8, 9, 10, 11, 11.1, 13, 15, 17, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 8 PERMIT.

No plumbing shall be installed, altered, or changed in any building, ~~or~~ structure or manufactured/mobile home within the City nor within the area of Lake Bloomington and other areas under the jurisdiction of the City, except in an emergency, without first having secured a permit for the same from the Plumbing Inspector. Such permit shall be issued to the registered plumbing contractor in charge of such work, provided that a permit may be issued to an owner-occupant of a single-family residence to do any work regulated by the Illinois State Plumbing Code adopted by the City with respect to such residences.

Emergency work may be allowed only when warranted. It shall be reported at the earliest possible time to the Plumbing Inspector and the required permit obtained thereafter.

SEC. 9 PERMIT IN CONNECTION WITH STORM DRAINAGE SYSTEM.

No plumbing connected with the storm drainage system of the City shall be made, except as may

be allowed in Section 8, without an excavation permit and approval of the Director of Engineering ~~and Water~~ and a permit secured from the Plumbing Inspector therefor. All interior storm piping must be installed by a licensed registered plumber. Materials and installation must meet State and Local Plumbing Codes.

SEC. 10 PERMIT IN CONNECTION WITH PUBLIC SEWER AND WATER SYSTEM.

No plumbing involving a connection with the public sewer or water system of the City shall be done, except in an emergency as may be allowed under the provisions of Section 8, without first securing an excavation permit and approval of the Director of Engineering, and the Director of Water and a plumbing permit from the Plumbing Inspector therefor.

SEC. 11 PERMIT APPLICATION.

Application for a permit to install, alter or change plumbing work shall be made to and on forms prescribed by the Plumbing Inspector. The application shall be accompanied by the fees required by this Article. When such work involves a connection with a public sewer or water system, approval shall be obtained from the Director of Engineering, and the Director of Water and a plumbing permit shall be issued therefor.

SEC. 11.1 INSPECTION NOTIFICATION AND TEST.

The Plumbing Inspector must be notified by the plumber doing work when said work is begun and when any work is ready for inspection. All work must be left uncovered and convenient for examination until inspected and approved. No notice shall be sent for an inspection until the work is entirely ready for thorough inspection. No work shall be covered or approved without correction of violations, if any. The Plumbing Inspector shall examine the work within two (2) working days after notice that it is ready for inspection has been received. Underground plumbing shall be properly secured to prevent floating prior to inspection and all fittings shall be left exposed for inspection Where there is reason to believe that the plumbing system fails to comply with this part, the Plumbing Inspector may require ~~the following~~ a test. All plumbing must be tested by water or air test. All defective joints shall be made tight and defective piping replaced. Acceptable water test equivalent shall be accepted by the Plumbing Inspector at his discretion. All drain, waste, and vent piping in a multi-story commercial or multi-story residential building may be tested by water or air and be witnessed by the plumbing inspector.

SEC. 13 PLANS AND SPECIFICATIONS NOT TO BE CHANGED AFTER ISSUANCE OF PERMITS; EXCEPTIONS.

After the permit ~~shall have~~ has been issued by the Plumbing Inspector, no change or modification in the plans or specifications shall be made unless such change shall have first been submitted to the Plumbing Inspector and approved by him.

SEC. 15 EXPIRATION OF PERMIT.

If the plumbing work is not commenced ~~under any work permit~~ within six (6) months after the issue of said permit, and if the work is not thereafter satisfactorily ~~prosecuted performed~~, such permit will be considered as having expired. The provisions of Chapter 10 (Building Code) regarding expiration/revocation of building permits shall apply to plumbing permits.

SEC. 17 WATER METERS AND WATER SERVICE.

(a) Water Meter. A water meter will be issued only after purchase of a utility permit from the Engineering Department and a plumbing permit from the Building Safety Department.

(b) When a water meter is issued for a location it becomes a part of that property whether residential or commercial. In the event that property is demolished or otherwise disposed of, the water meter shall become the property of the City. Provisions for remote reading shall be made whenever water meters are installed. All water meters shall have a full port ball shut off valves installed on each side of the meter.

(c) No person, firm or corporation, except licensed plumbers, shall make any connections to or attachments with the pipes of the water system of the City, nor make any repairs, additions to or alterations of any tap, pipe, cock or other fixture connected with said water ~~department works~~ pipes on the outside or street side of the water meter; provided that the foregoing shall not apply to authorized employees of the City.

(d) No tap greater than ¾" shall be made in any water main having less than six inch (6") waterway. A one inch (1") tap may be made in a ~~six~~ eight inch (8") (6") waterway.

Multiple taps shall be made at least eighteen inches (18") apart and shall not be in the same line along the length of the main. Under no circumstances will more than (2) ¾" taps be made to serve any one water service.

(e) No service pipe between City water mains and the building shall be laid less than four feet (4') below the surface of the street grade or lawn. The material used for such pipe shall in each and every case be subject to the inspection of the Plumbing Inspector and if found defective or below the standard, its use will not be permitted. All service shall be laid straight from the curb stopcock to the building and shall be firmly bedded on solid earth. White rock, concrete or lime base material is prohibited in direct contact with buried water lines. Water service shall not be backfilled until the Plumbing Inspector has inspected the service. Water and sewer service shall not be run in the same trench, except by special permission of the Plumbing Inspector.

(f) All piping from the City water mains to the water meter shall be of type "K" copper; if larger than two inches (2"), it shall be of Class 150 cast iron. All joints in water services are to be flared joints, threaded, slip seal or silver solder. When water services larger than two inch (2") are installed through the side wall of a building, such iron type water services shall be restrained with field lock or similar restraining type devices or locking gaskets.

SECTION 9. That Bloomington City Code Chapter 34, Article VI, shall be and the same

are hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE ~~VI~~ IV

GENERAL RULES AND REGULATIONS

SECTION 10. That Bloomington City Code Chapter 34, Sections 19, 22, 24, 24.1, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 19 SEPTIC TANKS.

For every structure intended for human habitation where no public sewer is accessible, an inside water closet draining into a septic tank shall be installed according to the McLean County Health Department specifications and/or the International Private Sewage Disposal Code. Any septic tank no longer used shall be pumped out, have bottom punctured, and be filled with sand or pea gravel.

SEC. 22 ~~DEFECTIVE PLUMBING.~~ HEALTH AND SAFETY.

All plumbing fixtures and other apparatus and pipes from or through which any sewage is discharged into any sewer shall be subject to inspection by the Plumbing Inspector at any time at reasonable hours and if upon such inspection it shall appear that any part of said plumbing system is defective or fails to conform to the requirements of the Code of the City and by reason of such failure tends to create a nuisance, the same shall be replaced as the nature of the condition may require. Such repairs shall be completed ~~within thirty days~~ after notice has been given to the owner or occupant by the Plumbing Inspector. ~~unless extension of time is granted.~~

SEC. 23 REMODELING, RECONSTRUCTION, AND REPAIRS.

Where a fixture or fixtures are to be removed, all vent, soil, and waste pipes serving such fixture or fixtures should be removed, if feasible, so as to avoid any dead ends and the opening left thereby shall be securely closed. Where an old or defective fixture is removed to be replaced by another fixture of the same type, or the same fixture is repaired, and no other fixture or piping is to be added or remodeled, it will not be necessary to reconstruct the soil, waste or vent piping to conform to the Code of the City, unless the said piping is in a defective condition. Plumbing equipment installed in or removed from a building, if found to conform to the requirements of this Chapter, may be reused.

SEC. 24 INTERIOR PIPING - ~~POTABLE WATER~~ LAWN SPRINKLERS.

(a) Distribution piping in single-family dwellings, multi-family or commercial buildings shall be types "K", "L" or "M" copper, galvanized steel or equal. Solder joints to be of lead-free solder.

Exception: For interior HUD manufactured single-family homes, Appendix A, Table 6, Section 890 of the Illinois State Plumbing Code shall apply.

(b) Pipe Piping from the meter to the water heater is to be size ¾" or larger. Point of use water heaters for individual fixtures shall be sized by the minimum inlet of the water heating unit.

(c) The water heater in a building that supplies more than one family shall have a gate shut off valve on both hot and cold water pipes connecting the water heater.

(d) Chemical dispensing, softening, purification units shall have a dedicated water supply and shut off valves to each unit.

SEC. 24.1 LAWN SPRINKLERS / IRRIGATION SYSTEMS.

(a) (d) Lawn sprinkler and irrigation systems connected to the City water system shall comply with the City Plumbing Code. Materials used underground shall be type "K" copper lead free solder joints or PVC with a minimum of 160 lb.# T test pressure PVC with stainless steel hose clamps or solvent weld type connections or equal.

(b) (e) All landscape irrigation systems installed after the effective date of this Ordinance shall be equipped with either a rain sensing or soil moisture sensing device which overrides the irrigation cycle of the sprinkler system when it rains and/or when the soil has adequate moisture.

(c) (f) No lawn sprinkler or landscape irrigation system shall be caused or allowed to operate during rain or in such manner so as to produce water run-off, over-spraying, low head drainage or any other condition which results in water flowing onto property not served by the lawn sprinkler or landscape irrigation system.

(d) (g) Lawn sprinkler contractors shall pay an application fee of Thirty Dollars (\$30.00) for each system installed. Registered plumbing contractors (i.e., installation by plumbers and apprentice only) and homeowners shall be exempt from the application fee.

(e) (h) No lawn sprinkler system will be installed without approved plans, securing a permit and prior approval of the Plumbing Inspector.

(f) (i) All back flow devices must be certified by a licensed Cross Connection Control Device Inspector ~~CCCDI Inspector~~ and a copy of the certification with the appropriate fees shall be sent to the Plumbing Inspector.

(g) Lawn irrigation systems from any water source shall have a permit issued.

(h) Interior piping for lawn irrigation systems shall be copper piping to the exterior of building.

SECTION 11. That Bloomington City Code Chapter 34, Article VIII, shall be and the

same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

~~ARTICLE VII~~
~~PROHIBITED PRACTICE~~

SECTION 12. That Bloomington City Code Chapter 34, Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, shall be amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 25 WATER CONSERVATION REQUIREMENTS.

All plumbing done and all plumbing fixtures installed as of the effective date of this Ordinance shall meet or exceed the following water conservation requirements:

(a) All lavatory faucets in public rest rooms shall meet the requirements of the Illinois State Plumbing Code.

(b) All water used for cooling equipment and machinery shall be recirculated. (exception; Medical equipment)

(c) All automatic or manual in conjunction with automatic car washes must be designed and built to ~~recirculate~~ recycle 20% to 50% of the wash and rinse water.

(d) All flush valves shall conform to the Illinois Plumbing Code for water usage.

(e) All other fixtures, applications or systems not specifically described above shall have their maximum water usage determined by the City of Bloomington Plumbing Inspector on a case by case basis. No person shall install or cause the installation of any fixture, application or system stated above which exceeds the maximum water usage as determined by the City of Bloomington Plumbing Inspector.

(f) Installation of water cooled ice machines are prohibited.

SEC. 26 EXPLOSIVE OR ~~INFLAMMABLE MATTER~~ SUBSTANCE IN SEWERS.

No explosive or ~~inflammable~~ substance ~~matters~~ shall be discharged into any sewer.

~~SEC. 27 GASOLINE AND OIL TRAP REQUIRED.~~

~~An approved gasoline and oil trap shall be provided on the waste from all public garages, automobile floor wash drains, cleaning establishments, or establishments from which gasoline, benzine, or other similar substance may be discharged.~~

~~SEC. 28 GASOLINE AND OIL TRAPS VENTED.~~

~~Venting shall be as required by the Illinois State Plumbing Code.~~

~~SEC. 29 MISCELLANEOUS INDUSTRIAL WASTES.~~

~~Waste water drain systems shall be installed according to Illinois State Plumbing Code.~~

~~SEC. 30 DEAD ENDS.~~

~~In the installation of any plumbing system, dead ends shall be avoided.~~

SEC. 31 PROHIBITED JOINTS AND CONNECTIONS.

Any fitting or connection which has an enlargement chamber or recess with a ledge shoulder or reduction of the pipe area in the direction of the flow on the outlet or drain side of any trap is prohibited. Putty joints are prohibited. The use of a drive ferrules is prohibited. The drilling and tapping of house drains, soil, waste, waterlines, or vent pipes, and the use of saddle hubs, bands and sleeves is prohibited.

~~SEC. 32 TRAPS PROHIBITED.~~

~~No form of trap which depends for its seal on the action of movable parts or concealed interior partitions or which in case of defect would allow the passage of sewer air shall be used, except that grease traps with integral cast partitions of indestructible material may be used. Traps having covers over had-holes on the sewer side of the trap held in place by lugs or bolts are prohibited. There shall be no trap in waste, vent, or soil stacks or in the house drain or in the house sewer. No brass trap shall be used of lighter gauge than No. 20. No lead trap shall be used.~~

SEC. 33 FIXTURES PROHIBITED.

Fixtures not listed in the Illinois State Plumbing Code as approved by a listed testing agency shall be approved by the plumbing inspector prior to installation. ~~Fixed wooden wash trays or sinks shall not be installed in any building designed or used for human habitation or occupaney. No new copper or sheet metal lined wooden bathtubs shall be installed and an old fixture of this class taken out shall not be reconnected. Pan and valve plunger, offset washout and other water closets having invisible seals or unventilated space or walls not thoroughly washed at each flush shall not be used. Long-hopper closets or similar appliances shall not hereafter be installed. No dry or chemical closet shall be installed in a dwelling or other buildings used for human habitation. Long-hopper closets and any prohibited fixtures already installed, when found to be a nuisance, shall be removed and shall not be again installed.~~

~~SEC. 36 PROHIBITED FITTINGS.~~

~~No double hub tees or double hub, tee or wye branch, low 2" hub 4 1/4" bends in cast iron shall be used on horizontal and vertical soil or waste lines. Tapped tees shall not be used for horizontal waste pipe.~~

~~SEC. 37 FLUES.~~

~~No brick, sheet metal, or earthen ware flue nor any chimney flue shall be used as a sewer ventilator or to ventilate any trap, soil, or waste pipe.~~

~~SEC. 38 VENT CONNECTIONS WITH CONDUCTORS PROHIBITED.~~

~~Conductors shall not be used as soil, waste, or vent pipe nor shall any soil, waste, or vent pipes be used as a conductor.~~

SECTION 13. That Bloomington City Code Chapter 34, Article V Sections 40 through 56, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE V

REGULATIONS ON CROSS-CONNECTION CONTROL

SEC. 40 BACK FLOW PREVENTION DEVICES REQUIRED.

All plumbing installed within the City of Bloomington, shall be installed in accordance with the Illinois Plumbing Code, 77 Ill. Adm. Code 890. If in accordance with the Illinois Plumbing Code or in the judgment of the Director of Water, an approved back flow prevention device is necessary for the safety of the public water supply system, the Director of Water will give notice to the water customer to install such an approved device immediately. The water customer shall, at his own expense, install such an approved device at a location and in a manner in accordance with the Illinois Plumbing Code, Illinois Environmental Protection Agency and all applicable local regulations, and shall have inspections and tests made of such approved devices upon installation and as required by the Illinois Plumbing Code, Illinois Environmental Protection Agency and local regulations.

SEC. 41 NON-APPROVED CONNECTION METHODS PROHIBITED.

No person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any connection whereby a private, auxiliary or emergency water supply other than the regular public water supply of the City of Bloomington may enter the supply or distribution system of said municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Director of Water and the Illinois Environmental Protection Agency.

SEC. 42 SURVEYS REQUIRED.

It shall be the duty of the customer to cause surveys and investigations to be made of the customer's properties served by the public water supply to determine whether actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be filed with the Department of Water and made a matter of public record and shall be repeated at least every two years, or as often as the Director of Water shall deem necessary. Records of such surveys shall be maintained and available for review for a period of at least five years.

SEC. 43 RIGHT TO INVESTIGATE; EFFECT OF REFUSAL TO FURNISH INFORMATION.

The Director of Water or his authorized agent shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system of the City of Bloomington for the purpose of verifying information submitted by the customer regarding the required cross-connection control inspection. On demand, the owner, lessees or occupants of any property so served shall furnish to the Director of Water any information which he may request regarding the piping system or systems or water use on such property. The refusal of such information, when demanded, shall, within the discretion of the Director of Water, be deemed evidence of the presence of improper connections as provided in this Ordinance.

SEC. 44 TERMINATION OF WATER SERVICE.

The Director of Water of the City of Bloomington is hereby authorized and directed to discontinue, after reasonable notice to the occupant thereof, the water service to any property wherein any connection in violation of the provisions of this Ordinance is known to exist, and to take such other precautionary measures as he may deem necessary to eliminate any danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of this Ordinance, and until reconnection charges are paid as per Section 30 to the City of Bloomington. Immediate disconnection with verbal notice can be effected when the Director of Water is assured that imminent danger of harmful contamination of the public water supply system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party can be effected to prevent actual or anticipated contamination or pollution of the public water supply, provided that, in the reasonable opinion of the Director of Water or the Illinois Environmental Protection Agency, such action is required to prevent actual or potential contamination or pollution of the public water supply. Neither the Public Water Supply, the Director of Water, or its agents or assigns shall be liable to any customer for any injury, damages or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this Ordinance, whether or not said termination was with or without notice.

SEC. 45 CLEANUP COSTS TO BE BORNE BY CUSTOMER.

The customer responsible for back-siphoned or back-pressured material or contamination through back flow, if contamination of the potable water supply system occurs through an illegal cross-connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of cleanup of the potable water supply system.

SEC. 46 CROSS-CONNECTION CONTROL - GENERAL POLICY.

(a) Purpose. The purpose of these Rules and Regulations is:

- (1) To protect the public water supply system from contamination or pollution by isolating within the customer's water system contaminants or pollutants which could back flow through the service connection into the public water supply system.
- (2) To promote the elimination or control of existing cross-connections, actual or potential, between the public or customer's potable water system and non-potable water systems, plumbing fixtures and sources or systems containing substances of unknown or questionable safety.
- (3) To provide for the maintenance of a continuing program of cross-connection control which will prevent the contamination or pollution of the public and customer's potable water systems.

(b) Application. These Rules and Regulations shall apply to all premises served by the public potable water supply system of the City of Bloomington.

(c) Policy. The owner or official custodian shall be responsible for protection of the public water supply system from contamination due to back flow or back siphonage of contaminants through the customer's water service connection. If in the judgment of the Director of Water or his authorized representative, an approved back flow prevention device is necessary for the safety of the public water supply system, the Director of Water shall give notice to the customer to install such approved back flow prevention device at each service connection to the premises. The customer shall immediately install such approved device or devices at his own expense; failure, refusal or inability on the part of the customer to install such device or devices immediately shall constitute grounds for discontinuing water service to the premises until such device or devices have been installed. The customer shall retain records of installation, maintenance, testing and repair as required in Section 44(d)(4) below for a period of at least five years. The Director of Water may require the customer to submit a cross-connection inspection report to the City of Bloomington to assist in determining whether or not service line protection will be required. All cross-connection inspections shall be conducted by a Cross-Connection Control Device Inspector certified by the Illinois Environmental Protection Agency.

SEC. 47 WATER SYSTEM.

(a) The water system shall be considered as made up of two parts: the public water supply system and the customer's water system.

(b) The public water supply system shall consist of the source facilities and the distribution system, and shall include all those facilities of the potable water system under the control of the Director of Engineering & Water up to the point where the customer's water system begins.

(c) The source shall include all components of the facilities utilized in the production, treatment, storage and delivery of water to the public water supply distribution system.

(d) The public water supply distribution system shall include the network of conduits or watermains used to deliver water from the source to the customer's water system

(e) The customer's water system shall include all parts of the facilities beyond the water service connection used to convey water from the public water supply distribution system to points of use.

SEC. 48 CROSS-CONNECTION PROHIBITED.

(a) Connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where approved cross-connection control devices or methods are installed, tested and maintained to insure proper operation on a continuing basis. (Ordinance No. 1994-43)

(b) (1) No physical connection shall be permitted between the potable portion of a supply and any other water supply not of equal or better bacteriological and chemical quality as determined by inspection and analysis by the Agency.

(2) There shall be no arrangement or connection by which an unsafe substance may enter a water supply. (Ordinance No. 1994-43)

SEC. 49 SURVEY AND INVESTIGATIONS.

(a) The customer's premises shall be open at all reasonable times to the approved Cross-connection Control Device Inspector for the inspection of the presence or absence of cross-connections within the customer's premises, and testing, repair and maintenance of cross-connection control devices within the customer's premises.

(b) On request by the Director of Water, or his authorized representative, the customer shall furnish information regarding the piping system or systems or water use within the customer's premises. The customer's premises shall be open at all reasonable times to the Director of Water, or his authorized representative, for the verification of information submitted by the inspection customer to the public water supply custodian regarding cross-connection inspection results.

(c) It shall be the responsibility of the water customer to arrange periodic surveys of water use practices on his premises to determine whether there are actual or potential cross-connections to his water system through which contaminants or pollutants could back flow into his or the public potable water system. All cross-connection control or other plumbing inspections must be conducted in accordance with Ill. Rev. Stat. 1987, ch. Ill, par. 1103(1).

(d) It is the responsibility of the water customer to prevent back flow into the public water system by ensuring that:

- (1) All cross-connections are removed; or approved cross-connection control devices are installed for control of back flow and back siphonage.
- (2) Cross-connection control devices shall be installed in accordance with the manufacturer's instructions.
- (3) Cross-connection control devices shall be inspected at the time of installation and at least annually by a person approved by the Agency as a Cross-connection Control Device Inspector (CCCDI). The inspection of mechanical devices shall include physical testing in accordance with the manufacturer's instructions.
- (4) Testing and Records:
 - (a) Each device shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer.
 - (b) Records submitted to the community public water supply shall be available for inspection by Agency personnel in accordance with Ill. Rev. Stat. 1987, ch.111½, ¶1004(e).
 - (c) Each device shall have a tag attached listing the date of most recent test, name of CCCDI, and type and date of repairs.
 - (d) A maintenance log shall be maintained and include:
 - (1) date of each test;
 - (2) name and approval number of person performing the test;
 - (3) test results;
 - (4) repairs or servicing required;
 - (5) repairs and date completed; and

(6) serving performed and dated completed.

SEC. 50 WHERE PROTECTION IS REQUIRED.

(a) An approved back flow device shall be installed on all connections to the public water supply as described in the Plumbing Code, 77 Ill. Adm. Code 890 and the Agency's regulations, 35 Ill. Adm. Code 680. In addition, an approved back flow prevention device shall be installed on each water service line to a customer's water system serving premises, where in the judgment of the Director of Water, actual or potential hazards to the public water supply system exist.

(b) An approved back flow prevention device shall be installed on each water service line to a customer's water system serving premises where the following conditions exist:

- (1) Premises having an auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Director of Water and the source is approved by the Illinois Environmental Protection Agency.
- (2) Premises on which any substance is handled which can create an actual or potential hazard to the public water supply system. This shall include premises having sources or systems containing process fluids or waters originating from the public water supply system which are no longer under the sanitary control of the Director of Water.
- (3) Premises having internal cross-connections that, in the judgment of the Director of Water and/or the Cross-Connection Control Device Inspector, are not correctable or intricate plumbing arrangements which make it impractical to determine whether or not cross-connections exist.
- (4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey.
- (5) Premises having a repeated history of cross-connections being established or reestablished.

(c) An approved back flow device shall be installed on all connections to the public water supply as described in the Plumbing Code, 77 Ill. Adm. Code 890 and the Agency's regulations, 35 Ill. Adm. Code 653. In addition, an approved back flow prevention device shall be installed on each service line to a customer's water system serving, but not necessarily limited to, the following types of facilities unless the Director of Water determines that no actual or potential hazard to the public water supply system exists:

- (1) Hospitals, mortuaries, clinics, nursing homes.
- (2) Laboratories.

- (3) Piers, docks, waterfront facilities.
- (4) Sewage treatment plants, sewage pumping stations or storm water pumping stations.
- (5) Food or beverage processing plants.
- (6) Chemical plants.
- (7) Metal plating industries.
- (8) Petroleum processing or storage plants.
- (9) Radioactive material processing plants or nuclear reactors.
- (10) Car washes.
- (11) Pesticide, or herbicide or extermination plants and trucks.
- (12) Farm service and fertilizer plants and trucks.

SEC. 51 TYPE OF PROTECTION REQUIRED.

(a) The type of protection required under Sections 45(b)(1), (2) and (3) of these regulations shall depend on the degree of hazard which exists as follows:

- (1) An approved fixed proper air gap separation shall be installed where the public water supply system may be contaminated with substances that could cause a severe health hazard.
- (2) An approved fixed proper air gap separation or an approved reduced pressure principle back flow prevention assembly shall be installed where the public water supply system may be contaminated with a substance that could cause a system or health hazard.
- (3) An approved fixed proper air sap separation or an approved reduced pressure principle back flow prevention assembly or a double check valve assembly shall be installed where the public water supply system may be polluted with substances that could cause a pollution hazard not dangerous to health.

(b) The type of protection required under Section 45(b)(4) and (5) of these regulations shall be an approved fixed proper air gap separation or an approved reduced pressure principle back flow prevention device.

(c) Where a public water supply or an auxiliary water supply is used for a fire protection system, reduced pressure principle back flow preventers shall be installed on fire safety systems connected to the public water supply when:

- (1) the fire safety system contains antifreeze, fire retardant or other chemicals;
- (2) water is pumped into the system from another source;
- (3) water flows by gravity from a non-potable source, water can be pumped into the fire safety system from any other source;
- (4) there is a connection whereby another source can be introduced into the fire safety system.

(d) All other fire safety systems connected to the potable water supply shall be protected by a double check valve assembly on metered service lines and a double detector check valve assembly on unmetered service lines.

SEC. 52 BACK FLOW PREVENTION DEVICES.

(a) All back flow prevention devices or methods required by these rules and regulations shall be approved by the Research Foundation for Cross-Connection Control of the University of Southern California, American Water Works Association, American Society of Sanitary Engineering, or American National Standards Institute or certified by the National Sanitation Foundation to be in compliance with applicable industry specification.

(b) Installation of approved devices shall be made in accordance with the manufacturer's instructions. Maintenance as recommended by the manufacturer of the device shall be performed. Manufacturer's maintenance manual shall be available on-site

SEC. 53 INSPECTION AND MAINTENANCE.

(a) It shall be the duty of the customer at any premises on which back flow prevention devices required by these regulations are installed to have inspection, tests, maintenance and repair made in accordance with the following schedule or more often where inspections indicate a need or are specified in manufacturer's instructions.

- (1) Fixed proper air gap separations shall be inspected to document that a proper vertical distance is maintained between the discharge point of the service line and the flood level rim of the receptacle at the time of installation and at least annually thereafter. Corrections to improper or by-passed air gap shall be made within 24 hours.
- (2) Double check valve assemblies shall be inspected and tested at time of installation and at least annually thereafter and required service performed within five (5) days.

(3) Reduced pressure principle back flow prevention assemblies shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer and required service performed within five (5) days.

(b) Testing shall be performed by a person who has been approved by the Agency as competent to service the device. Proof of approval shall be in writing.

(c) Each device shall have a tag attached listing the date of most recent test or visual inspection, name of tester, and type and date of repairs

(d) A maintenance log shall be maintained and include:

(1) date of each test or visual inspection;

(2) name and approval number of person performing the test or visual inspection;

(3) test results;

(4) repairs or servicing required;

(5) repairs and date completed; and

(6) servicing performed and date completed.

(e) Whenever back flow prevention devices required by these regulations are found to be defective, they shall be repaired or replaced at the expense of the customer without delay as required by this Section.

(f) Back flow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective without specific authorization by the Director of Water.

SEC. 54 BOOSTER PUMPS.

(a) Where a booster pump has been installed on the water service line to or within any premises, such pump shall be equipped with a low pressure cutoff device designed to shutoff the booster pump when the pressure in the water service line on the suction side of the pump drops to 20 psi or less.

(b) It shall be the duty of the water customer to maintain the low pressure cutoff device in proper working order and to certify to the Water Resources Manager, at least once a year, that the device is operable.

SEC. 55 FEES.

(a) There shall be a \$35.00 fee for filing the survey required under Section 37 of this Chapter. The fee shall be assessed for each survey filed. This fee shall be assessed each time a survey is filed, regardless of whether the survey submitted had been filed previously and is being resubmitted to correct deficiencies or errors in a previously filed survey.

(b) There shall be a charge of \$50.00 per hour assessed for any inspection conducted by the Director of Water or his authorized agent pursuant to Section 43 of this Chapter or under any other provision of this Chapter to check information set forth in a survey report or to verify compliance with the requirements of this Article.

(c) There shall be a \$15.00 fee for filing the annual certification of cross connection control devices as required in Section 49(d)(3) of this Chapter. The fee shall be assessed for each device certified.

(d) All fees provided for herein shall be paid to the Director of Water or his designated representative.

SEC. 56 VIOLATIONS.

(a) The Director of Water shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any back flow prevention device required by these regulations is not installed, tested, maintained and repaired in a manner acceptable to the Director of Water, or if it is found that the back flow prevention device has been removed or bypassed, or if an unprotected cross-connection exists on the premises, or if a low pressure cutoff required by these regulations is not installed and maintained in working order.

(b) Water service to such premises shall not be restored until the customer has corrected or eliminated such conditions or defects in conformance with these regulations and to the satisfaction of the Director of Water, and the required reconnection fee is paid.

(c) Neither the City of Bloomington, the Director of Water, or its agents or assigns shall be liable to any customers of the City of Bloomington for any injury, damages or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this ordinance, whether or not said termination of the water supply was with or without notice.

(d) The customer responsible for back-siphoned material or contamination through back flow, if contamination of the potable water supply system occurs through an illegal cross-connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of cleanup of the potable water supply system.

(e) Any person found to be violating any provision of this Ordinance shall be served with written notice stating the notice of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violation.

(f) Any person violating any of the provisions of this Ordinance in addition to the fine provided, shall become liable to the City for any expense, loss or damage occasioned by the City by reason of such violation, whether the same was caused before or after notice.

SECTION 14. That Bloomington City Code Chapter 34, Article XIV, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE ~~XIV~~ VI

DRAINS AND SEWERS

SECTION 16. That Bloomington City Code Chapter 34, Sections 95, 96, 98, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 95 ~~OLD~~ EXISTING HOUSE SEWERS AND DRAINS.

~~Old~~ Existing house sewers and drains may be used in connection with new buildings or new plumbing only when they conform in all respects to requirements governing new sewers or drains, as prescribed in this Article. All excavations required to be made for installation of a house drainage system or any part thereof outside of or within the walls of a building shall be open trench work. All such trenches and tunnels shall be kept open until the piping has been inspected and approved.

~~SEC. 96 HOUSE DRAINS UNDERGROUND.~~

~~Whenever possible, all house drains shall be brought into the building below the house footings. All house drains shall be capped off water tight during construction.~~

~~SEC. 97 SINGLE FAMILY HOUSE SEWER.~~

~~The waste piping from a point five feet (5') outside the building to the City sewer shall be considered the house sewer and shall be constructed of the following materials with a minimum diameter of four inches (4"): cast or ductile iron, PVC schedule 80 with cement joints, PVC schedule 21 type PSM-SDR slip joint, PVC schedule 40 or PVC schedule 40. Cellular core PVC is prohibited for building sewers.~~

~~All material shall be embedded in sand with a minimum of four inches (4") of sand below the sewer pipe and six inches (6") above.~~

SEC. 98 BUILDING SEWER.

The waste piping from a point five feet (5') outside a building ~~other than a single family house~~ to the City sewer shall be considered the building sewer and shall be constructed of the following materials with a minimum diameter of ~~six~~ four inches (~~6"~~) (4"): cast or ductile iron,

schedule 40 PVC, schedule 80 PVC with ~~element~~ solvent weld joints, or PVC Schedule 21 - Type PSM-SDR slip joint sewer pipe.

All material shall be embedded with a minimum of four inches (4") granular cradle sand below the sewer pipe and six inches of granular cradle (6") above.

SECTION 17. That Bloomington City Code Chapter 34, Article XVI, Sections 104, 105, 106, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

~~ARTICLE XVI~~

~~REFRIGERATOR SAFE AND SPECIAL WASTES,
BAR FIXTURES AND SODA FOUNTAINS~~

~~SEC. 104 FIXTURES PERMITTED TO CONNECT.~~

~~No safe waste or any waste pipe from a refrigerator or ice box drain, any other receptacle where food is stored shall be connected directly with any house drain, soil, or waste pipe unless floor drain protection is provided as required by the Illinois State Plumbing Code. Such waste pipes shall be trapped and shall in all cases empty into a floor, hub, mop sink, connected, trapped and vented the same as other fixtures or over a floor drain, but their end must be left open. Such waste connections shall not be located in inaccessible places or unventilated cellars.~~

~~SEC. 105 SODA FOUNTAINS.~~

~~Waste from soda fountains shall not connect directly with any sanitary waste piping but shall empty into a floor sink that is properly trapped and vented. Traps shall be not less than two inch (2").~~

~~SEC. 106 BAR FIXTURES.~~

~~Wash sinks and drip from bar fixtures shall drain into vented floor sink, with floor sink connected directly to the sanitary waste system. EXCEPTION: Should any compartment in connection with any bar be used for food storage, then this compartment drainage shall not be connected directly to sanitary waste but shall empty into an open fixture as required for a soda fountain.~~

SECTION 19. That Bloomington City Code Chapter 34, Article XVIII, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

~~ARTICLE XVIII~~ VII
PLUMBING INSPECTOR - OFFICE CREATED;
APPOINTMENT; TERM; QUALIFICATIONS;
REGISTRATION OF PLUMBERS -- BOND

SECTION 20. That Bloomington City Code Chapter 34, Sections 108, 111, 112, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 108 PLUMBING INSPECTOR.

There is hereby created the office of Plumbing Inspector of the City. The Plumbing Inspector shall be ~~appointed by the City Manager and shall be~~ subordinate to the Director of Planning & Code Enforcement. The person ~~so appointed~~ shall be well qualified from practical experience in the business of plumbing, house drainage, and plumbing installations ~~ventilations~~. He/she must hold a Plumber's State of Illinois License.

SEC. 111 MAY ENTER PRIVATE PREMISES.

The said Inspector may, as far as necessary in the performance of his duties, enter during normal business hours any building or premises in the jurisdiction of the City.

SEC. 112 NOTICES - RECORD - INSPECTIONS - COLLECTION OF FEES.

It shall be the duty of the said Inspector or designated agent to sign and issue all notices and certificates required, to pass upon all plans submitted, to keep a daily record of his work, permits granted, violations of these regulations, and all other matters which may pertain thereto; the Plumbing Inspector shall inspect all houses, buildings and structures in the course of construction ~~erection~~ or undergoing alteration or repair as often as may be necessary and shall see that all plumbing work, drainage, and ventilation is done in accordance with the provisions of these regulations. He/she shall collect all fees required by this Article and pay the same to the City Director, of Finance. All excavations to be made for the purpose of laying or, repairing ~~sewerage~~ sewage pipes from the main sewer line to the building line shall be under the direction and control of the Plumbing Inspector and shall be subject to his inspections and approval. All permits necessary for such excavations shall be issued by the City Engineer.

SECTION 21. That Bloomington City Code Chapter 34, Section 117, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 117 FEES.

(a)

New plumbing system installations, additions, or major alterations to existing systems shall upon approval of plans and specifications be granted a work permit. The total fee for such a permit shall be an accumulation of the fees corresponding to each and every plumbing fixture or appurtenant device in the system as contained in the following schedule. The minimum fee for a permit in this Section shall be Twenty Dollars (\$20.00).

The fee for any fixture or work not listed in this Section shall be determined by the Plumbing Inspector.

Backwater valve		\$10.00
Bathtub with or without shower		\$ 7.00
Bidets		\$ 7.00
Cuspidors		\$ 7.00
Dishwashers: Domestic or residential		\$ 7.00
Restaurant or commercial		\$10.00
Disposals: Garbage		\$ 7.00
Drains: Floor Dram		\$ 7.00
Roof Drain		\$ 7.00
Carwash or Repair Garage Drain		\$10.00
Trench drain		\$10.00
Open Site Dram		\$ 7.00
Parking Lot Drain		\$ 7.00
Fountains: Drinking Fountain		\$ 7.00
Cuspidors/Aspirators		\$ 7.00
Water Fountain		\$10.00
Grease Interceptor Trap		\$10.00
<u>Gas & Oil Interceptors/Oil Separators</u>		\$10.00
Lawn Sprinkler: Each sprinkler head		\$ 1.00
Irrigation system		\$10.00
Lavatory / <u>Hand sink</u>		\$ 7.00
Pools: Portable swimming pool		\$ 7.00
Spas		\$ 7.00
Whirlpools		\$10.00
Private pools		\$10.00
Public Pools		\$25.00
Pumps: Water pressure built-in boosters	\$10.00	
Sewage injection pump		\$10.00
Circulating pump		\$10.00
Residential New Construction: <u>water & sewer</u>		\$25.00
Water Service		\$25.00 \$20.00
Sanitary Sewer Service		\$20.00
Storm Sewer connection		\$20.00
Shower: Stall or compartment shower head		\$ 7.00
Sinks: Kitchen sink		\$ 7.00
<u>3 compartment sink</u>		\$10.00
Laundry (tub) Sink		\$ 7.00
Stop Service (Mop) Sink		\$ 7.00
<u>Bar sink</u>		\$ 7.00
Surgeon, Pantry, Bar , Bedpan. Etc.		\$ 7.00
Softener: Water Softener/ <u>Filtration Systems</u>		\$ 7.00
Sprinkler System:		
Service connection		\$20.00
Backflow preventer		\$10.00
<u>Medical Equipment: Sterilizers: Instruments, utensils, water, bedpans, etc.</u>		\$ 7.00
<u>Sinks</u>		\$10.00

	<u>Emergency showers and eye wash</u>	<u>\$10.00</u>
Standpipes:	Valves/connections per floor	\$ 7.00
Tanks:	Water Supply	\$ 7.00
	Pressure tanks	\$ 7.00
Traps; standpipes, etc.		\$ 7.00
Trays, Laundry		\$ 7.00
Urinals:	Wall or Floor type	\$ 7.00
	Floor	\$10.00
Valves:	Backwater/backflow valves	\$10.00
Waterclosets:	Floor or wall mounted	\$ 7.00
Water Heaters:	Domestic or residential	\$10.00
	Commercial	\$10.00
	Water heater replacement with piping change	\$20.00
Washer:	<u>Clothes</u>	<u>\$ 7.00</u>
	Garbage can	\$ 7.00

Medical Gas System: Fees for medical gas system installation shall be calculated by cost of work using the Building Permit fee schedule set forth in Chapter 10. All medical gas systems installed or repaired shall be installed by a certified medical gas installer.

Except as specifically noted, permit fees of Seven Dollars (\$7.00) are applicable only for one and two family dwelling installations. Multi-family and other nonresidential fees shall be Ten Dollars (\$10.00). Fees for plumbing work over ~~\$100,000~~ \$50,000 will be determined by plumbing permit fee schedule of Ten Dollars (\$10.00) plus cost of work evaluation using fee schedule for building permit in the Building Code (Chapter 10).

(b) ~~Replacement or allowed minor alterations involving the plumbing fixtures and appurtenances contained in (a) shall be charged fifty percent (50%) of the fee for new installations.~~ If proposed work is in pipe replacement only, the fee will be calculated based on “reasonable estimated cost” and using the fee schedule for building permits in the Building Code (Chapter 10).

~~(e) — Major alterations are herein interpreted as “work proposed equal to fifty percent (50%) or more of the present value of the system”. (d) (c) Minor Repairs. Minor repairs that do not require changes in the piping to or from plumbing fixtures or involve the removal, replacement, installation or reinstallation of any pipe or plumbing fixtures. See 890.120 (page A-14) Illinois State Plumbing Code. The minimum fee for the permit, if needed, shall be Twenty Dollars (\$20.00).~~

~~(e) (d) Pipe work. Any water supply pipe replacement or addition, and sewer pipe installation work shall be granted permits with fees based on the reasonable cost of improvement and using the fee schedule in Section 117(b). The minimum fee for a permit, if needed, shall be Twenty Dollars (\$20.00).~~

~~(f)~~ (e) Permits issued to owner occupied single-family residences shall be charged a permit fee based on the above schedules with an additional fifty percent (50%) surcharge.

~~(g)~~ (f) A penalty surcharge of one hundred percent (100%) but not less than Fifty Dollars (\$50.00) shall be added to the permit fee when any work is undertaken prior to obtaining a required permit.

Nothing in this Section shall prevent the Plumbing Inspector from recommending to the Plumbing Board of Appeals the revocation of the contractor's business ~~Certificate of Registration~~ for repeated violation of doing work prior to his obtaining the required permit.

SECTION 22. That Bloomington City Code Chapter 34, Article XIX, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE ~~XIX~~ VIII
BOARD OF APPEALS

SECTION 23. That Bloomington City Code Chapter 34, Sections 123, 125, 126, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 123 MEETINGS.

The Board shall convene ~~in January of each year~~ as needed to discuss Board reappointments and entertain questions concerned parties have about Chapter 34. It shall meet at other times as may be needed to fulfill its duties.

SEC. 125 ~~SAME~~- HEARINGS.

The Board of Appeals shall hear all appeals from rulings of the administrative authority and shall assist the administrative authority in interpreting the Illinois State Plumbing Code.

SEC. 126 ~~SAME~~— NOTICE; DECISION.

An appeal may be taken within thirty (30) days from the date of the decision appealed from by filing with the Director of Inspections and with the Board of Appeals a notice of appeal specifying the grounds thereof. The Director of Inspections shall forthwith transmit to the Board of Appeals all the papers upon which the action appealed from was taken. All decisions shall require an affirmative vote of three (3) members of the Board.

SECTION 24. That Bloomington City Code Chapter 34, Article XX, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE ~~XX~~ IX

ENACTMENT AND PENALTIES

SECTION 25. That Bloomington City Code Chapter 34, Section 127, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 127 REVOCATION OF RIGHTS AND PRIVILEGES.

The rights and privileges of a licensed plumber to perform as such in the City shall become void in the City when he/she shall refuse or neglect within a reasonable time after notification thereof to make such necessary corrections to plumbing work as shall have been ordered by the Plumbing Inspector or if he/she shall permit the use of his name by a person or persons for the purpose of obtaining a permit to do plumbing work.

SECTION 26. That Bloomington City Code Chapter 34, Article XXI, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE ~~XXI~~ X

ADDITIONS, DELETIONS, MODIFICATIONS TO THE
2004 ~~1999~~ ILLINOIS STATE PLUMBING CODE

SECTION 27. That Bloomington City Code Chapter 34, Sections 129, 130, 131, 132, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

~~SEC. 129 ADDITIONS, DELETIONS, MODIFICATIONS:~~

~~None adopted.~~

SEC. 130 ~~MINIMUM NUMBER OF~~ PLUMBING FIXTURES.

~~Minimum Number of Fixtures. Plumbing fixtures shall be provided for the type of building occupancy and in the minimum number(s) shown in Section 890, Appendix "A", Table "Minimum Number of Fixtures" except as noted in footnotes. Types of building occupancy not listed in Section 890, Appendix A, Table B shall be referred to the Department for a decision in writing concerning the minimum number and types of plumbing fixtures required, prior to construction. This decision shall be based upon criteria in Bloomington City Code Chapter 10 and any Codes adopted therein.~~

- ~~(a) Only fixtures used for personal hygiene shall be installed in a rest room.~~
- ~~(b) Commercial: Hand washing lavatory shall be installed in the same room as the water closet.~~
- ~~(c) Fixtures such as mop sink, service sink and similar fixtures shall not be located next to or in the same room used for a gas fired furnace, boiler, electric panel and or water heater.~~

~~The total occupancy load determined from the above rule shall not be less than the total occupancy load established by the Building Code adopted in Chapter 10 of the Bloomington City Code.~~

SEC. 131 GREASE INTERCEPTORS REQUIRED.

~~All new or altered installations serving institutions or commercial establishments in which grease, fats, culinary oils or similar waste products from kitchens or food processing areas, or in which grease, fats or culinary oils are wasted in connection with utensils, vat, dish or floor cleaning processes shall install grease interceptors. All waste lines and drains carrying culinary oil, grease or fats in the above type establishment shall be directed to one or more interceptors before connection to the plumbing system. It is required that grease interceptors be located outside the building and shall be accessible for maintenance purposes. Use of other interceptors shall require proof of being at least equal to what is prescribed above. See illustrations in the Illinois State Plumbing Code. Exception: When property restrictions prevent a grease trap to be located outside of an existing building, i.e., downtown buildings, strip and shopping malls, a Plumbing Drainage Institute (PDI) approved grease traps may be allowed in lieu of the required outside grease trap. Such trap shall be installed with an approved solid interceptor located before the grease trap.~~

All new restaurants that require a grease trap shall install a minimum 1,000 gallon trap. Sandwich bars and carry-out services which only prepare (not cooked foods) cold sandwiches shall install a minimum 250 gallon grease trap or as described in above code Section.

Any business which causes the City's sewer to become laden or plugged with fats, oils or grease, or other substance will be required to reimburse a minimum of \$2,500 (first offense) or actual cost to the City of Bloomington for any ~~and all~~ cost related to cleaning of said sewer. Fines will double for every reoccurrence of this violation.

SEC. 132 SWIMMING POOLS, SPAS, ETC.

All piping related to the proper operation of a swimming pool, spas, or the like are part of plumbing work and must comply with the State of Illinois Plumbing Code and this Chapter including necessary permits required.

SECTION 28. That Bloomington City Code Chapter 27, Article VI, Sections 35 through 51, shall be and the same is hereby deleted in its entirety.

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

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

SECTION 31. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

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

PASSED this 11th day of July, 2005.

APPROVED this 12th day of July, 2005.

APPROVED:

STEPHEN F. STOCKTON
Mayor

ATTEST:

TRACEY COVERT
City Clerk

Motion by Alderman Crawford, seconded by Alderman Sprague that the Ordinance be passed.

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

Ayes: Alderman 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: Lake Bloomington Lease Transfer request for Lot 3, Block 29 in Camp Potawatomie, Terry G. and Delois Wilkey to David P. and Jeanne P. Cleary

Staff has reviewed the Lake Bloomington Lease Transfer request and the septic system inspection report for Lot 3, Block 29 in Camp Potawatomie. The septic system was installed in March of 2004, and was found to be in excellent condition and working properly.

Staff respectfully requests that Council approve the Lake Bloomington Lease Transfer for Lot 3, Block 29 in Camp Potawatomie.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Alderman 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: Lake Bloomington Lease Transfer request for Lot 8, Block 1 in Camp Iroquois Jim and Lisa Spachman to Aaron and Lora Egbers

Staff has reviewed the Lake Bloomington Lease Transfer request, the septic system inspection report, and made an on-site visit to the property for Lot 8, Block 1 in Camp Iroquois. The septic system was found to be in working order.

Staff respectfully requests that Council approve the Lake Bloomington Lease Transfer for Lot 8, Block 1 in Camp Iroquois.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Crawford, seconded by Alderman Sprague that the Lake Lease be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Alderman 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: Annexation Agreement for Eastlake Subdivision

The Planning Commission held a public meeting on this petition on June 22, 2005. The item was laid over until the Planning Commission's meeting of July 27, 2005.

Staff respectfully requests that this item be laid over until the August 8, 2005 Council meeting.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Alderman Purcell questioned if this item was being laid over. Tom Hamilton, City Manager, responded affirmatively.

Motion by Alderman Crawford, seconded by Alderman Sprague that the item laid over until the August 8, 2005 Council meeting.

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

Ayes: Alderman 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 James E. & John E. Pitzer requesting approval of the Final Plat of the Pitzer-Corn Belt Subdivision, on 1.754 acres commonly located in Dale Township, north of Six Points Road (Road 1200 North) along the east side of Road 1000 East, (west of Ward 2) (Case FS-03-05)

BACKGROUND INFORMATION:

Adjacent Zoning

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

Adjacent Land Uses

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 1.754 acre tract that is presently vacant land. The subdivision will consist of one lot, separating it from the balance of the petitioners’ farm so that such lot can be developed as the site of an electrical sub station. The petitioner is not seeking Annexation to the City at this time. This subdivision would remain in the County, 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 Lot 1 from Road 1000 E. is proposed to be provided by two driveways spaced 130 feet apart (centerline to centerline). The final plat should also indicate the total area of the subdivision in hectares (metric measurement) as required by the Bloomington Land Subdivision Code. The petitioners are requesting the following waivers from the Bloomington Land Subdivision Code: 1.) waiver of the Preliminary Plan requirements; 2.) waiver of the requirement that all contiguous property under the same ownership be included on the Final Plat; 3.) waiver of Section 24-4.6.1 of the Bloomington Land Subdivision Code specifically requiring that all public improvements shall be completed within two years following approval of the final plat by the Mayor and City Council; 4.) waiver of Section 24-4.6.2 of the Bloomington Land

Subdivision Code requiring the adjacent substandard road improvement guarantee; and 5.) waiver of Section 24-3.5.6 of the Bloomington Land Subdivision Code that requires approved construction plans for public improvements.

The requested waiver of the Preliminary Plan requirements is appropriate for this simple one lot, 1.754 acre subdivision that does not require the installation of any infrastructure improvements to be dedicated to the City. 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, 1.754 acre subdivision that will be the site of an electrical sub station. The other requested waivers are appropriate for this single lot subdivision that does not require public infrastructure improvements within the lot.

The required fee in lieu of providing storm water detention should be waived because the petitioners are selling this lot to Corn Belt Energy Corporation as a site for an electric sub station that will not result in the creation of the magnitude of impervious surfaces requiring detention of storm water.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on June 22, 2005 and recommends the same. Mr. Ron Hopkins, Corn Belt Energy Corporation spokesman, stated that his company chose this site for a sub station because it best meets the needs of its customers. He stated that the final plat will be revised to indicate the area in hectares. Commissioner Sage inquired as to when this sub station would be operational. Mr. Hopkins replied that it would be operational in about one year. 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 June 22, 2005, and passed a motion by a vote of 8 to 0 to recommend Council approval of the final plat in Case FS-03-05 with the following waivers from the Bloomington Land Subdivision Code: 1.) waiver of the preliminary plan requirements; 2.) waiver of the requirement that all contiguous property under the same ownership be included on the Final Plat; 3.) waiver of Section 24-4.6.1 of the Bloomington Land Subdivision Code specifically requiring that all public improvements shall be completed within two years following approval of the final plat by the Mayor and City Council; 4.) waiver of Section 24-4.6.2 of the Bloomington Land Subdivision Code requiring the adjacent substandard road improvement guarantee; and 5.) waiver of Section 24-3.5.6 of the Bloomington Land Subdivision Code that requires approved construction plans for public improvements.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends approval of this final plat with the requested waivers.

Respectfully,

July 11, 2005

419

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

ORDINANCE NO. 2005 - 74

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE PITZER-CORN BELT
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 Pitzer-Corn Belt Subdivision, McLean County, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

1. That the Final Plat of the Pitzer-Corn Belt Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 11th day of July, 2005.

APPROVED this 12th day of July, 2005.

Stephen F. Stockton,
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

The West 270.00 feet of the North 322.68 feet of the South Half of the Southwest Quarter of Section 11, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Final Plat be approved with the following waivers from the Bloomington Land Subdivision Code: 1.) waiver of the preliminary plan requirements; 2.) waiver of the requirement that all contiguous property under the same ownership be included on the Final Plat; 3.) waiver of Section 24-4.6.1 of the Bloomington Land Subdivision Code specifically requiring that all

public improvements shall be completed within two years following approval of the final plat by the Mayor and City Council; 4.) waiver of Section 24-4.6.2 of the Bloomington Land Subdivision Code requiring the adjacent substandard road improvement guarantee; and 5.) waiver of Section 24-3.5.6 of the Bloomington Land Subdivision Code that requires approved construction plans for public improvements, and that the Ordinance passed.

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

Ayes: Alderman 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 Of Mercer Turner As Trustee Of Land Trust No. FC-1, Requesting Approval of a Final Plat for the Thirteenth Addition to Fox Creek Country Club Subdivision

A petition has been received from Mercer Turner, as Trustee, under a Trust Agreement dated May 26, 2005, and known as Trust No. FC-1, requesting approval of a Final Plat of the Thirteenth Addition to Fox Creek Country Club Subdivision. Staff has reviewed the Final Plat and finds it in conformance with the Preliminary Plan approved November 14, 1994.

In accordance with the Annexation Agreement approved by Council on April 25, 1994, there are no tap on fees required to be paid for this development before final platting. However, the developer is to pay \$4,000 per lot each time a lot zoned R-1B is sold.

Additionally, per the Annexation Agreement, the required revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.

Staff respectfully recommends that Council accept the petition and pass an Ordinance approving the Final Plat for Fox Creek Country Club Subdivision, Thirteenth Addition.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

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

NOW COME Mercer Turner, as Trustee of Land Trust FC-1 dated May 26, 2005 hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof and made a part hereof by reference;
2. That your petitioners seek approval of the Final Plat for the subdivision known and described as The Thirteenth Addition to Fox Creek Country Club Subdivision, Bloomington, Illinois, which Final Plat is attached hereto made a part hereof.

Wherefore, your petitioners pray that the Final Plat for The Thirteenth Addition to Fox Creek Country Club Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Mercer Turner as Trustee of Land Trust
FC-1 dated May 26, 2005

By: Mercer Turner

STATE OF ILLINOIS)
)SS
MCLEAN COUNTY)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that Mercer Turner, 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 said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of June, 2005.

Tammie R. Keener
Notary Public

“Official Seal”
Notary Public, State of Illinois
My Commission Expires 09-10-2005

ORDINANCE NO. 2005 - 75**AN ORDINANCE APPROVING THE FINAL PLAT OF THIRTEENTH ADDITION TO
FOX CREEK COUNTRY CLUB 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 Thirteenth Addition To Fox Creek Country Club Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

1. That the Final Plat of Thirteenth Addition To Fox Creek Country Club Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

Passed this 11th day of July, 2005.

Approved this 12th day of July, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A tract of land being part of Outlot 1 of Fox Creek Country Club (recorded as Document No. 95-26592 at the McLean County Recorder's Office) and BONG Part of Sections 18 and 19, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois and being more particularly described as follows:

Commencing at the southeast corner of Lot 260 of the Eighth Addition to Fox Creek COUNTRY Club. (Recorded as Document No. 2001-17284 at the McLean County Recorder's Office) Said southeast corner also being on the west line of Lot 219 of Pepper Ridge 4TH Addition, (Recorded as Document No. 96-7201 at the McLean County Recorder's Office) as the. Point of Beginning; thence South 01 Degrees 35 Minutes 32 Seconds East, (bearings are based upon the Illinois State Plane Coordinate System, NAD 83, Illinois East Zone) along the West line of said

Pepper Ridge 4th Addition and the East line of said Outlot 1, a distance of 34.86 feet to the southwest corner of said Lot 219; thence South 04 degrees 11 minutes 00 seconds West ALONG said West line Pepper Ridge 4th Addition and the East line of said Outlot 1, a distance of 112.03 feet to the Lot 221 of said Pepper Ridge 4th addition; thence South 14 degrees 39 Minutes 16 Seconds West, along said West line of Pepper Ridge 4th Addition and the East line of said Outlot 1, a distance of 112.09 feet to the southwest corner of Lot 223 of said Pepper Ridge 4th Addition; thence South 22 Degrees 38 Minutes 34 Seconds. West along said West line of Pepper Ridge 4th Addition and the East line of said Outlot 1, a distance of 59.07 feet to the southwest corner of Lot 224 of said Pepper Ridge 4th Addition; thence South 24 degrees 33 minutes 15 seconds West along said West line of Pepper Ridge 4th Addition and the West line of Pepper Ridge 3rd Addition (RECORDED AS Document No. 94-21522 at the McLean County Recorder's Office) and also the East line of said Outlot 1, a distance of 472.44 feet to the southwest corner of Lot 231 of said Pepper Ridge 3rd Addition; thence North 65 degrees 26 Minutes 0.3 seconds WEST, along the North lines of Lots 233 and Lot 234 of said Pepper Ridge 3rd Addition, a distance of 103.35 feet; thence North 68 Degrees 48 Minutes 24 Seconds West, along the North line of said Lot 234 and the North line of Lot 235 of said Pepper Ridge 3rd addition, a distance of 97.68 feet; thence North 86 Degrees 16 Minutes 48 Seconds West, along the North line of said Lot 235 and the North line of Lot 236 of said Pepper Ridge 3rd Addition, a distance of 103.94 feet to the northwest corner of said Lot 236; thence South 01 Degrees 28 Minutes 51 Seconds East, along the West line of said Lot 236 and the East line of said Outlot 1, a distance of 157.56 Feet to the northeast corner of Lot 322 of the Ninth Addition to Fox Creek Country Club (Recorded as Document No. 2003-56459 at the McLean County Recorder's Office); thence (the following three courses area along the North line of said Ninth Addition to Fox Creek Country Club) South 88 Degrees 31 Minutes 09 Seconds West, a distance of 119.95 feet; thence North 01 Degrees 28 Minutes 51 Seconds West, a distance of 1.51 feet; thence South 88 Degrees 31 Minutes 09 Seconds West, a distance of 209.97 feet to the northwest corner of Lot 323 of said Ninth Addition to Fox Creek Country Club; thence (the following three courses are along a common line between Lot 5 of said Fox Creek Country Club and said Outlot 1) North 01 Degrees 28 Minutes 51 Seconds West, a distance of 246.68 feet; thence North 38 Degrees 01 Minutes 59 Seconds East, a distance of 623.91 Feet; thence North 07 degrees 15 Minutes 07 Seconds West, a distance of 64.55 Feet to the southwest corner of Lot 265 of said Eighth Addition to Fox Creek Country Club; thence (the following four courses are along the South line of said Eighth Addition to Fox Creek Country Club) North 82 Degrees 45 Minutes 55 Seconds East, a distance of 149.97 Feet to the southeast corner of said Lot 265; thence South 07 Degrees 16 Minutes 21 Seconds East, a distance of 14.38 Feet; thence in a southeasterly direction along a curve being concave to the southwest having a radius of 270.00 Feet and an arc length of 14.10 Feet being subtended by a chord bearing South 04 Degrees 17 Minutes 01 Seconds East, 14.10 Feet; thence North 85 Degrees 41 Minutes 25 Seconds East, a distance of 348.29 Feet to the point of beginning and containing 10.395 acres, more or less further being subject to any easements, right of ways, restrictions and covenants of record.

Alderman Sprague questioned the \$4,000 per lot and the total for this new development. Tom Hamilton, City Manager, noted that these funds were directed to the retirement of the debt service for the golf course.

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

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

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

Nays: None.

Motion carried.

The following was presented.

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from OSF Healthcare System for Approval of the Final Plat of Medical Hills Subdivision, Sixth Addition

A Petition has been received from OSF Healthcare System requesting approval of a Final Plat of the Sixth Addition to Medical Hills Subdivision. Staff has reviewed the Final Plat and finds it to be in general conformance with the Preliminary Plan approved by Council on April 25, 2005. This commercial subdivision is located west of Veterans Parkway and north of Washington Street.

A performance guarantee is required for the proposed public watermain in this subdivision. There are no tap on fees due for the subdivision.

Staff respectfully recommends that Council approve the Petition and adopt an Ordinance approving the Final Plat for Medical Hills Subdivision, Sixth Addition.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

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

NOW COMES OSF HEALTHCARE SYSTEM, AN ILLINOIS NOT FOR PROFIT CORPORATION, hereinafter referred to as your Petitioner respectfully representing and requesting as follows:

1. That your Petitioner is the Owner of the freehold or lesser estate therein of the premises hereinafter described in Exhibit "A" attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the Final Plat for the subdivision to be known and described as "SIXTH ADDITION TO MEDICAL HILLS SUBDIVISION, BLOOMINGTON, ILLINOIS", which Final Plat is attached hereto and made a part hereof;
3. That your Petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None;
4. That the Final Plat substantially conforms to the Preliminary Plan of said subdivision heretofore approved by the City Council and reinstated;
5. That your Petitioner hereby dedicates to the public, all public rights-of-way and easements shown on said Final Plat.

WHEREFORE, your Petitioner prays that the Final Plat for the "SIXTH ADDITION TO MEDICAL HILLS SUBDIVISION BLOOMINGTON, ILLINOIS", submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

OSF HEALTHCARE SYSTEM, AN ILLINOIS NOT FOR PROFIT CORPORATION

By: William C. Wetzel
Its Attorney

ORDINANCE NO. 2005 - 76**AN ORDINANCE APPROVING THE FINAL PLAT OF SIXTH ADDITION TO
MEDICAL HILLS SUBDIVISION BLOOMINGTON, ILLINOIS**

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 "SIXTH ADDITION TO MEDICAL HILLS SUBDIVISION, BLOOMINGTON, ILLINOIS", legally described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code - 1960, as amended; None

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 "SIXTH ADDITION TO MEDICAL HILLS SUBDIVISION, BLOOMINGTON, ILLINOIS" and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.

2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 11th day of July, 2005.

APPROVED this 12th day of July, 2005.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of Lot 13 in the Third Addition to Medical Hills Subdivision, being in the Northwest Quarter of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

Beginning at the Southwest Corner of Lot 16 in the Fifth Addition to Medical Hills Subdivision in the City of Bloomington, McLean County, Illinois recorded as Document No. 2002-14767 in the McLean County Recorder's Office. From said Point of Beginning, thence west 78.63 feet along the South Line of said Lot 16; thence northeast 227.48 feet along the Southeasterly Line of said Lot 16 which forms an angle to the left of 227°-52'-00" with the last described course to the Easternmost Corner of said Lot 16, said Easternmost Corner being on the Southwesterly Line of St. Joseph Drive; thence southeast 264.00 feet along said Southwesterly Line, sold Southwesterly Line also being the Northeasterly Line of said Lot 13, and which Southwesterly Line forms an angle to the left of 90°-00'-00" with the last described course; thence southwest 103.35 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence south 139.95 feet along a line which forms an angle to the left of 222°-08'-00" with the last described course; thence west 357.68 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to a point on the East Line of Lot 3 in the Second Addition to Medical Hills Subdivision in the City of Bloomington, McLean County, Illinois, lying 225.00 feet south of the Point of Beginning; thence north 225.00 feet along said East Line and the East Lines of Lot 4 and 5 in said Second Addition, which lines form an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning, containing 2.578 acres, more or less.

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

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

Ayes: Alderman 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 Timothy Campbell and Sally Graumlich requesting the rezoning of 401 East Grove Street from C-1 Office District with a S-4 Historic and Cultural District Overlay to R-3B High Density Multiple Family Residence District, with a S-4 Historic and Cultural District Overlay for the property located at the southeast corner of East Grove Street and South Gridley Street (Ward 6) (Case Z-10-05)

BACKGROUND INFORMATION:

Adjacent Zoning

Adjacent Land Uses

north: R-3B Multiple Family District
 south: R-3B Multiple Family District
 east: R-3B Multiple Family District
 west: B-3 Central Business District

north: Single Family Dwelling
 south: Two Family Dwelling
 east: Single Family Dwelling
 west: Tire Store & Automobile Service

Comprehensive Plan recommends: “high density residential ” use.

The dwelling unit on the subject property known as the “Dr. O. Moore House”, an Italianate Style house, was constructed in 1874 and was the site of Dr. Moore’s residence and office. The following information, prepared by Mr. Greg Koos, east Grove Street National Register Historic District Principal Investigator, and excerpted from the East Grove Street Architectural/Historical Survey provides some biographical information on Dr. Moore:

“Dr. D. O. Moore was born in Harrison County, Ohio in 1838. He began the study of medicine in 1858, had a period of high adventure and began his medical practice in 1863. His biographer in 1879 provides an insight to, not only Dr. Moore but also the rationale behind his fine house: “During 1859-1860 he was engaged in freighting goods and supplies from Omaha, Nebraska to Denver, Colorado; while employed in this way he learned much about Western life and travel on the plains. The hardiness and sickness endured by him while there stimulated him to provide himself with a good home, which he now enjoys.”

The property in question was initially zoned “Commercial” on March 7, 1941, and was reclassified into the “C-1 Local Commercial District” on April 9, 1956. It was rezoned “R-3B High Density Multiple Family Residence District” on February 23, 1979 along with the adoption of a comprehensive amendment of the Bloomington Zoning Code.

On October 8, 1979, this property was rezoned into the “C-1 Office District” in order to allow the Yoder & Yoder law firm to convert it to law offices. This conversion subsequently did not occur, and the property was sold to James and Lucy Koehler who renovated the house and constructed the garage in keeping with the historical architectural context of the East Grove Street National Register Historic District. On June 8, 1998, this property was rezoned from “C-1 Office District” to “C-1 Office District / S-4 Historic and Cultural District” at the request of Timothy Campbell and Sally Graulich, the petitioners in this case. The requested R-3B High Density Multiple Family Residence District, with a S-4 Historic and Cultural District Overlay is more compatible with the historic residential character of the Dimmitt’s Grove Neighborhood to the east and southeast of the subject property.

The Historic Preservation Commission reviewed this petition on June 16, 2005, and passed a motion recommending that the Planning Commission recommend Council approval of Case Z-10-05 as presented in the public interest.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on June 22, 2005 and recommends the same. Mr. Kenneth Emmons, City Planner, reported that the Historic Preservation Commission had reviewed this petition on June 16, 2005, and passed a motion recommending that the Planning Commission recommend Council approval of Case Z-10-05 as presented in the public interest. He stated that staff also concurred with this recommendation.

Ms. Sally Graumlich, 401 E. Grove Street, offered the opinion that residential zoning is more in keeping with the remainder of the Dimmitt's Grove neighborhood. Chairperson Cain noted that the property had zoning changed to add the S-4 overlay in 1998, and he inquired as to the commercial zoning not being changed at that time. Ms. Graumlich stated that she probably should have, however, she was new to the home at that time and was only considering the protection of S-4. She added that changing the zoning to residential would be another way to help retain the character of this historic property. Commissioner Rackauskas noted that it is a beautifully maintained home and that home ownership helps keep older areas from becoming blighted. No testimony was presented in opposition to this petition at this public hearing.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission closed the public hearing this petition on June 22, 2005, and passed a motion by a vote of 8 to 0 recommending Council approval of Case Z-10-05 as presented in the public interest.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR ZONING MAP AMENDMENT

STATE OF ILLINOIS)
)SS
COUNTY OF MC LEAN)

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

Now comes Timothy Campbell and Sally Graumlich hereinafter referred to as you Petitioners, respectfully representing and requesting as follows:

1. That your Petitioners are the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or are a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of C -1 under the provisions of Chapter 44 of the Bloomington City Code - 1960, as amended;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your Petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R3-B, zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your Petitioners by the present zoning of said premises.

WHEREFORE, your Petitioners respectfully pray that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from C-1 to R.-3B.

Respectfully submitted,

Timothy Campbell
Sally Graumlich

ORDINANCE NO. 2005 - 77

AN ORDINANCE REZONING 401 E. GROVE ST. FROM C -1, OFFICE DISTRICT WITH AN S - 4, HISTORIC & CULTURAL DISTRICT OVERLAY TO R- 3B, HIGH DENSITY MULTIPLE FAMILY RESIDENCE DISTRICT WITH AN S-4, HISTORIC & CULTURAL DISTRICT OVERLAY

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit“A”; and

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

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit“A” shall be and the same are hereby rezoned from C-1, Office District/S-4, Historic & Cultural District to R-3B, High Density Single Family Residence District/S-4, Historic & Cultural District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11th day of July, 2005

APPROVED this 12th day of July, 2005

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Property at 401 E. Grove St.

Commencing at the Northwest Corner of Lot 15 in the Subdivision of the South East ¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian according to the Plat recorded in Book “S” of Deeds, at page 658 in the Recorder’s Office, thence South 157.4

feet, thence East 90 feet, thence North running parallel with the West line of Lot 15 to the North line of Lot 15, thence West 90 feet to the Place of Beginning, situated in McLean County, in the State of Illinois.

Motion by Alderman Crawford, seconded by Alderman Sprague that the Rezoning be approved and the Ordinance passed.

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

Ayes: Alderman 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: Zoning Variance Appeal - 1112 N. Colton Ave.

On November 11, 2004, plans were submitted and a permit was issued to Main Street Home Improvement to add a 10 x 12 room to the house at 1112 Colton Ave. On April 26, 2005 the owner, Mr. Edward Carroll, called PACE staff with concerns with the quality of work performed by the contractor.

Upon inspection, it was determined there were several code violations including: failure to call for required inspections, and constructing the room addition too close to the existing detached garage. In an effort to overcome the separation violation, the owner applied for a variance with the Zoning Board of Appeals. His request was for a four foot separation variance (six feet in lieu of the required 10 feet) between the garage and the addition.

A Zoning Board of Appeals (ZBA) meeting was held on June 15, 2005. Mr. Edward Carroll and Mr. David Carroll argued for this case, citing contractor error and monetary hardships as reasons for their request.

Staff argued against the variance citing the standards required for a variance were not being met and the hardships were self imposed due to improper plans and lack of required inspections by Main Street Home Improvement.

The Zoning Board of Appeals voted 3 to 3 on the variance, and since there were not the required four (4) affirmative votes for passage, the request was denied. The petitioner has appealed to the Council as permitted by the Zoning Ordinance. Staff stands by the recommendation of the ZBA

for denial of this petition, and respectfully requests that Council deny this appeal.

Respectfully,

Mark R. Huber
Director of Planning and Code Enforcement

Tom Hamilton
City Manager

**BRIEF
CASE Z-12-05**

BACKGROUND: Ed Carroll, 1112 Colton Ave., Requesting a Variance for Structure Separation. The Property is located in a R-1C Zoning District.

* Applicable Code Section; 4.40(c)(2); No accessory structure shall be permitted nearer than ten (10) feet from the nearest wall of a principle building nor shall it be located nearer that three (3) feet from a side or rear lot line.

The petitioner recently had a room addition added to the rear of the home. The contractor provided a site plan with incorrect measurements when applying for a permit. This was discovered when the building inspector was called due to a complaint concerning this address.

<u>Type of variance</u>	<u>Currently</u>	<u>Required</u>	<u>Variance Required</u>
Allow Structure Separation Less than ten (10) feet	6 ft	10 ft	4 ft

Staff Recommends Denial. Staff’s recommendation is based on the fact the petitioner does meet the intent of the following standards as applicable by Chapter 44, Section 6.80 (a) in the finding of the facts:

1. ***Special conditions and circumstances.*** The petitioner’s home was added onto by a contractor who supplied incorrect information on his site plan when applying for a permit. There were no inspections called for by the contractor in the building process prior to the discovery of the problem.
2. ***That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district.*** The Code requires structure separation of at least ten (10) feet. This could have been achieved with a smaller addition or having the garage built further away from the home when it was constructed. Thus, staff feels this is a self created hardship.
3. ***That the special conditions and circumstances did result from the actions of the applicant.*** The petitioner hired the contractor who supplied incorrect measurements on the site plan presented to staff when the permit was written for the project.

4. *That granting the variation requested will confer on the applicant any special privilege that is denied by the Code to or the lands, structures or buildings in the same district.* Granting this petition will confer special privileges to the petitioner, other property owners are routinely denied the opportunity to construct structures without the code required separation.

5. *That granting of the variation will be in harmony with the purpose and the intent of this Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.* Granting this variance petition would not be in harmony with the purpose and the intent of this Code. Separation of structure is intended to limit the spread of fire and to limit over construction (bulk issues) of a site.

PARTIAL MINUTES
ZONING BOARD OF APPEALS
June 15, 2005

Second case, Z-12-05, Mr. Ed Carroll of 1112 Colton Ave. requesting a variance for structure separation. His son Daniel accompanied him to speak in favor of his request. He explained they hired a contractor to build a room addition to the rear of their home. This contractor presented a site plan for the project containing incorrect information when obtaining a permit, then constructed the room in violation of city code. This was not discovered until an inspector was called by the Carroll's concerning the construction. It was then noted, the room was built less than the required ten (10) feet from the existing garage. The structures are now separated by six (6) feet.

During discussion the board brought up the issue of a self created hardship. The homeowner did not personally create this situation but is responsible for the work performed by the contractor he hires to work on his home.

No one present to speak in opposition.

Mark Huber gave the staff report. He stated he had sympathy for the petitioner but felt this could have been avoided with the proper site plans and timely inspections as required by code. The situation does not meet the criteria for a variance.

Discussion involved what could be done at this point, and what options were now available to the homeowner. The options included, make the room smaller or move the garage. It was stated, by allowing this variance would be an out for the contractor who is really responsible for the situation. Mr. Huber indicated there were other issues involving this contractor and project, but they did not have a bearing on the zoning aspect before the board. The requirement for structure separation is due, in part, for bulk and aesthetic purposes.

The petitioner was asked by the board, if he had any options in mind? Mr. Carroll replied, it is almost impossible to change things at this point. He produced a picture of the room and the garage, taken from his rear yard. Daniel stated if they were to tear it down the contractor would simply walk away from the project and they would be out their room and the money they have invested to this point. This would be hardship on the owner.

The board then voted. The result was three (3) votes in favor and three votes against. The request failed to get the four (4) votes for approval. Chairman Ireland then explained to Mr. Carroll he had the choice of appealing this decision to the City Council at their next council meeting.

Tom Hamilton, City Manager, introduced this item. The vote before the Zoning Board of Appeals ended in a tie. The contractor submitted the plans, obtained the necessary permits, did not call for the required inspections, and did not build to the submitted plan. The property owner brought the matter to the City's attention. The contractor created the issue and had been fined. Unfortunately, the financial burden has been placed upon the property owner. The property owner questioned what his options would be if the Council does not approve this Petition. The property owner would be left with civil recourse.

Alderman Schmidt noted that as built, it did not meet City Code. Mr. Hamilton noted that there was no concern regarding fire suppression.

Alderman Crawford noted that this property was within his Ward. The neighbors had no concerns. The property owner had operated in good faith. Mr. Hamilton informed the Council that the City's P.A.C.E. staff had reviewed the history of this contractor.

Mayor Stockton questioned if Alderman Crawford had spoken with the adjoining property owner to the rear of this Petition. Alderman Crawford responded affirmatively. There were no objections and/or concerns raised.

Alderman Huette recommended denial of the Petition. Mr. Hamilton informed the Council that staff's recommendation was that the Petition be granted.

Alderman Purcell stated that if the garage were to catch on fire then the home would be impacted.

Alderman Sprague expressed his opinion that this Petition involved craftsmanship issues. The City needed to take away the contractor's bargaining power. Todd Greenburg, Corporation Counsel, addressed the Council. He stated that if the Council took away the zoning issue, then the damages would be lessened.

Alderman Finnegan noted that if the Council failed to approve this request, then the property owner would have to remove the structure.

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

Motion carried.

Ed Carroll, 1112 Colton Ave., addressed the Council. He estimated the cost to remove the structure at \$10,000. He noted that the neighbors were not opposed. He added

that he was satisfied with the work.

Dan Carroll, Ed Carroll's son, addressed the Council. He was present this evening to assist his father. The contractor acted in bad faith.

Alderman Sprague questioned if the Carrolls had obtained a certificate of insurance from the contractor. The Carrolls responded negatively. The contractor had verbally assured them that he had insurance.

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

Motion carried.

Alderman Purcell informed the Council of his intention to vote no. He did not want to set a bad precedent. Mayor Stockton noted that there were no objectors. Mr. Hamilton had worked with City staff to present a fair recommendation. Alderman Sprague cautioned that a valid certificate of insurance needed to be presented at the time a building permit is issued.

Motion by Alderman Sprague, seconded by Alderman Finnegan that the appeal from Mr. Edward Carroll, owner of 1112 Colton Ave., reversing the decision of the Zoning Board of Appeals be granted.

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

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

Nays: Alderman Purcell.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton requested two (2) things from Tom Hamilton, City Manager, 1.) update regarding water; and 2.) update regarding the Ensenberger Building. Mr. Hamilton informed the Council that Lake Bloomington was down two feet (2'), and Lake Evergreen was down 1.2'. Due to taste and order issues at Lake Evergreen, water was being pumped from Lake Bloomington. He added that a little bit of rain and a drop in consumption can make a great difference. Consumption was down approximately three (3) million gallons a day to fourteen (14) million gallons. Maintenance work continued on the pumping pools.

There had been a meeting approximately a week ago regarding the Ensenberger Building. Mr. Huff had addressed title work for the Front N Center Building. Hannah Eisner, Deputy Corporation Counsel, had prepared a guarantee. The language was being reviewed by Mr. Huff's attorney.

Alderman Schmidt noted that the deed should be paid for by Mr. Huff. Mr. Hamilton responded affirmatively. Mayor Stockton expressed his belief that the Council's action was contingent upon action by Mr. Huff. Alderman Sprague expressed his preference that Mr. Huff use another piece of property. Mr. Hamilton informed the Council that this was the one Mr. Huff had proposed.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Matejka expressed concern about the Carroll's situation. A license contractor must be bonded and have valid insurance to work in the City. The consumer needed to be protected. Tom Hamilton, City Manager, noted that there were legal grounds if the contractor is not licensed and there are serious errors.

Alderman Matejka thanked Alderman Schmidt for her efforts regarding the Farmer's Market. Alderman Schmidt noted that the Council's next opportunity to attend the Farmer's Market in an official capacity would be on Saturday, August 27, 2005 from 6:45 to 11:00 a.m. A Ward map would be available that day. He added his appreciation to the Parks and Recreation staff for the Fourth of July celebration.

Alderman Crawford echoed Alderman Matejka's comments regarding the Fourth of July. He estimated the crowd at 10,000 which was cleared from the park in thirty-five to forty (35 - 40) minutes.

Alderman Sprague questioned the status of the old Copy Shop, 517 N. Main St. Alderman Schmidt informed the Council that the building plans had been approved. It appears to be a restaurant. However, the business plan remains unclear. Mayor Stockton noted that the original application for a liquor license had expired. Brian Novotny had reapplied and pulled the application at the last minute. It would be a risk to remodel the building with no guarantee that a liquor license would be granted.

Motion by Alderman Matejka, seconded by Alderman Schmidt, that the meeting be recessed to executive session regarding Litigation - Section 2(c)(11). Time: 8:15 p.m.

Motion carried.

Motion by Alderman Matejka, seconded by Alderman Schmidt to return to regular session and adjourned. Time: 9:15 p.m.

Motion carried.

Tracey Covert
City Clerk