

**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 7:40 p.m., Monday, September 12, 2011.

The Meeting was opened by Pledging Allegiance to the Flag followed by moment of 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: Judy Stearns, Mboka Mwilambwe, Bernard Anderson, Robert Fazzini, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

Alderman absent: David Sage.

City Manager David Hales, and City Clerk Tracey Covert were also present.

Staff absent: Corporation Counsel Todd Greenburg.

Mayor Stockton noted that no Public Comment cards had been turned into the City Clerk. There would be no Public Comment at this evening's meeting.

The following was presented:

Citizen Recognition – Sam Cordell, key witness in the homicide of Mark Olson.

Bob Wall, Asst. Police Chief, introduced Sam Cordell who was a witness to a homicide. Mr. Cordell called 911, described the vehicle and the suspects, and testified at the trial. The Police Department wanted to formally thank Mr. Cordell. He noted that one suspect pleaded guilty and the other was found guilty. Mr. Cordell was presented with a plaque from the Police Department.

Mayor Stockton addressed Mr. Cordell on behalf of the City. He stated that it took courage to be involved. He was sure that the situation had been difficult. He extended his appreciation to Mr. Cordell and offered a heart felt thank you.

Alderman Fruin read the same statement that appeared on the August 23, 2010 Council meeting prior to voting.

The following was presented:

SUBJECT: Council Proceedings of March 12, 2007 and August 22, 2011, and Executive Session Minutes of July 27 and September 28, 2009

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of March 12, 2007 and August 22, 2011, and Executive Session Minutes of July 27 and September 28, 2009 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of March 12, 2007 and August 22, 2011, and Executive Session Minutes of July 27 and September 28, 2009 have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Anderson that the reading of the minutes of the previous Council Meetings of March 12, 2007 and August 22, 2011, Executive Session Minutes of July 27 and September 28, 2009 be dispensed with and the minutes approved as printed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

RECOMMENDATION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

FINANCIAL IMPACT: Total disbursements to be approved \$4,856,049.81, (Payroll total \$2,948,057.92, and Accounts Payable total \$1,907,991.89).

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Timothy Ervin
Director of Finance

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Report

RECOMMENDATION: That the report be received and placed on file.

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

1. Public Building Commission (PBC) of McLean County, Illinois Financial Statements, Supplementary Information and Independent Auditor's Report September 30, 2011.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Tracey Covert
City Clerk

Timothy Ervin
Director of Finance

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Anderson that the Public Building Commission Independent Auditor's Report be placed on file and made a matter of record.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment to the Beautification Committee

RECOMMENDATION: That the Appointment be approved.

BACKGROUND: I ask your concurrence in the appointment of Anne Driskell, 1228 Bancroft Dr., to the Beautification Committee. Her four (4) year term will begin September 12, 2011.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Kathryn Buydos
Executive Assistant

Stephen F. Stockton
Mayor

Mayor Stockton introduced Anne Driskell. Ms. Driskell would be appointed to the Beautification Committee. She was a life long resident. Ms. Driskell was a licensed interior designer and was employed at State Farm in facilities.

Alderman Purcell thanked Ms. Driskell for her service to the City.

Motion by Alderman Fazzini, seconded by Alderman Anderson that the appointment be approved.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for Two (2) Dodge Grand Caravans for the Fire and Parks, Recreation & Cultural Arts Departments

RECOMMENDATION: That the bid from Palmen Motors, Kenosha, WI, for two (2) Dodge Grand Caravans, one (1) for the Fire Department, and the other for Parks, Recreation & Cultural Arts Department in the amount of \$40,200 be accepted and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: The Fire Department has a 2002 Ford Windstar scheduled for replacement in FY 2012. It is currently in need of repairs that exceed its value. The Fire Department's FY 2012 Budget has \$32,000 budgeted for its replacement. The Parks, Recreation, and Cultural Arts Department has a 2000 Chrysler Grand Voyager scheduled for replacement in FY 2012. The Parks, Recreation and Cultural Arts Department's FY 2012 Budget has \$21,000 budgeted for its replacement. The units being replaced will be declared surplus and sold at public auction.

Bids were received and opened on August 24, 2011 at 11:00AM. The results are as follows:

Vendor	7 Passenger Van
Crown Automotive	\$50,681.92
Palmen Motors	\$40,200.00
Bob Ridings Inc.	\$43,176.00
Wright Automotive	\$43,254.00
Napleton Fleet Group	\$46,568.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was published in the Pantagraph on August 11, 2011. Eleven (11) bid packages were mailed to prospective bidders. Specifications were made available on the City's web site. Five (5) bids were received.

FINANCIAL IMPACT: The Fire Department's FY 2012 Budget has \$32,000 in account #15210D-72130 for replacement of one (1) van. The Parks, Recreation, and Cultural Arts Department has \$21,000 budgeted in account #G14112-72130 for replacement of one (1) van. The total for the purchase of the two (2) vans is \$40,200. These vehicles will be financed through a five (5) year capital lease.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review by:

Jim Karch
Director of Public Works

Mike Kimmerling
Fire Chief

Timothy Ervin
Director of Finance

Reviewed by:

Recommended by:

John Kennedy
Director of Parks, Recreation, & Cultural Arts

David A. Hales
City Manager

Alderman McDade noted that the lowest bid was from out of state. David Hales, City Manager, noted that the list of bidders was provided in the Council Memorandum. Jim Karch, Director – Public Works, addressed the Council. He stated that some of the bidders were from Illinois. He added that none of them were local. Mayor Stockton requested that the bidder listing include the location in future memorandums. Alderman McDade suggested that City staff be more business friendly. Local companies needed to be encouraged to participate in the bid process.

Mr. Hales addressed local preference. Kim Nicholson, Purchasing Agent, addressed the Council. The City did not have a local preference policy. A local preference was not encouraged by government purchasing professional associations. The City is home rule and could establish an ordinance. Purchasing becomes limited to local competition. She added the issue of reciprocity. The bid documents were sent to local dealerships. The bidders did not respond. The bid was published in the Pantagraph and posted on the City's web site.

Alderman McDade noted the City's competitive bid process. She believed that the City should not show a preference to local companies. Ms. Nicholson added that typically the bidder's location was included in the Council memorandum. For this item, the lowest bid was from an out of state company.

Alderman Fazzini questioned if all local dealers had been given the opportunity to submit a bid.

Alderman Fruin believed that Bob Ridings held the state contract. He added that generally staff reports were thorough and complete.

Motion by Alderman Fazzini, seconded by Alderman Anderson that the bid for two (2) Dodge Grand Caravans, one (1) for the Fire Department, and one (1) for Parks, Recreation & Cultural Arts Department be awarded to Palmen Motors, Kenosha, WI, in the amount of \$40,200 and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Request for Proposals (RFP) for Miller Park Zoo Master Plan

RECOMMENDATION: That the RFP for Miller Park Zoo Master Plan, (MPZMP), submitted by WDM Architects be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: A Master Plan is needed for the Miller Park Zoo, (MPZ), to demonstrate a roadmap for what the facility will look like over the next twenty (20) years. The purpose of the master plan will be to provide a tool for future facility development that provides a dynamic vision and realistic plan for improvement. MPZ seeks to develop a viable plan for facility and program development that encompasses the most current zoo trends and best practices that will enhance guests' experiences and enhance the MPZ's conservation and education programming. A very important aspect of the success of MPZ is its accreditation status with the Association of Zoos and Aquariums (AZA). MPZ has been AZA accredited since 1978 and goes through a thorough review process every five (5) years. Being accredited is the only way MPZ can house many of its featured animals and assures management practices meet the highest standards within the industry. Without accreditation MPZ would most likely not be able to have such a diverse and interesting animal collection. For FY 2012, Council approved funding for a Zoo Curator position in order to satisfy an AZA concern. Another concern of this organization is a master plan. Completing a master plan will greatly improve MPZ's ability to recertify its accreditation during its upcoming 2012 review.

A strategic or business plan will also be a part of this process as it will demonstrate how the institution will grow in the operation of the facility. This master plan will help reignite community support for MPZ and aid in discovering funding for the build out of the plan. Additionally, the master plan will be needed to assist in future grant applications to support the funding of an approved plan.

In October 2010, staff issued Request for Qualifications (RFQ) for firms interested in developing a master plan for MPZ. Eleven (11) firms responded to the RFQ. Staff determined six (6) firms as qualified and Request for Proposal (RFP) was issued in December 2010 to those firms. Five (5) proposals were received and opened on December 29, 2010.

After receiving the proposals, staff met with members of the Miller Park Zoological Society, (MPZS), to obtain their financial interest in participating in the master planning process, to review the cost proposals, and to gauge funding interest from the MPZS. The mission of the MPZS is to support the MPZ through fundraising, education and community outreach. The MPZS is committed to ensuring the best possible environment for the animals to live and to connect community residents and visitors with wildlife. To this end, MPZS has provided operational support of \$115,000 annually. In addition, the MPZS had funded special projects such as construction of the Red Panda Exhibit and purchase of the closed circuit camera system to monitor the Red Wolves' den. Staff is extremely fortunate and appreciative to have such a dedicated and supportive group as the MPZS.

The MPZS Board was receptive to the idea of funding a master plan to assist in their fundraising efforts. However they wanted to learn more about the process and planning firms before full financial commitment. Staff and MPZS Board agreed to proceed with interviewing the five (5) firms whom submitted RFP.

One (1) firm who returned an RFP removed themselves from consideration prior to the interview process. The following four (4) firms were interviewed by a committee consisting of three (3) Parks, Recreation & Cultural Arts' staff and one (1) MPZS Board representative. The RFP received are detailed as follows:

FIRM	LOCATION	PROPOSAL W/3D MODEL
WDM Architects	Wichita, KS	\$126,230
Torre Design	New Orleans, LA	\$137,670 - \$157,670
Farnsworth Group	Peoria, IL	\$146,750 - \$147,750
PJA Architects	Seattle, WA	\$152,110

Upon completion of the interview process, WDM Architects stood out as the best candidate to provide the master plan. Staff formally requested funding support from MPZS, which was received with full support of its Board.

Staff respectfully requests approval of a contract to engage WDM Architects for a professional Master Plan for Miller Park Zoo. WDM Architects submitted the lowest cost RFP. WDM has worked on planning and exhibit design for zoos for seventeen (17) years. Their work has included both larger and smaller zoos. This master plan is more than just a facility master plan.

It also includes a business plan as well. In order to achieve the end results desired, WDM Architects has partnered with Schultz & Williams, (S & W), a firm that specializes in development, management and marketing. S & W brings excellent experience in integrating business planning with facility master plans at zoos throughout the country. Teamwork will be an important aspect in completing MPZMP. WDM and S & W have a proven track record, collaborating on multiple zoo master plan projects.

WDM Architect's planning approach will include these components:

1. Zoo Assessment & Baseline Development
 - 1.1. Stakeholder Interviews
 - 1.2. Community Input Process
2. Prioritize & Focus Opportunities/Facility Master Plan Site Assessment
3. Product & Program Development (exhibits, projects, attractions and experiences)
 - 3.1. Design & Concept Development
 - 3.2. ROI Financial Modeling
 - 3.3. Funding Feasibility Confirmation
4. Integrated Strategic Planning Document
 - 4.1. Strategic Business Plan
 - 4.2. Facility Master Plan

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: MPZS Board.

FINANCIAL IMPACT: The MPZS has agreed to fund \$116,230. The remaining \$10,000 balance is available in MPZ's Operating Budget account G14136-70990.

Respectfully submitted for Council consideration.

Prepared by:

John R. Kennedy
Director of Parks, Recreation & Cultural Arts

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Recommended by:

David A. Hales
City Manager

Mayor Stockton read a letter from the Council to the Miller Park Zoological Society, (MPZS). The letter was presented to Marcos Mendez, MPZS President. The letter recognized the MPZS's contribution to this item. He noted that the MPZS's funds were hard earned. He cited the ZooDo as an example.

Alderman Mwilambwe stated his favorable impression of the MPZS and their fundraising efforts.

Motion by Alderman Fazzini, seconded by Alderman Anderson that the RFP for Miller Park Zoo Master Plan (MPZMP), submitted by WDM Architects be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to the Professional Services Agreement with Clark Dietz, Inc. for the Locust Street Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project Phase 1 Design

RECOMMENDATION: That the Amendment be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: The City is moving forward with Phase 1 of a project to eliminate a CSO at Locust Street near Bloomington High School. Project costs, including construction and design fees, are eligible for funding by a low interest loan from the Illinois Environmental Protection Agency (IEPA) State Revolving Fund Program, which includes twenty-five percent (25%) principle forgiveness.

In order for engineering design fees to be eligible for reimbursement under this loan, the IEPA is requiring that amendments be made to the City's existing contract with the engineering design consultant, Clark Dietz. These amendments are related to 1.) completion schedule; 2.) audit and access to records; 3.) covenants against contingent fees; 4.) DBE (Disadvantaged Business Enterprise) affirmative action; and 5.) nondiscrimination. No additional costs are associated with this amendment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:Not applicable.

FINANCIAL IMPACT: Eligible design engineering and construction observation costs may be reimbursed by the IEPA loan. Those costs, less the twenty-five percent (25%) principle forgiveness, will then be added to the IEPA loan balance.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Jim Karch, P.E., CFM
Director of Public Works

Craig Cummings
Director of Water

Financial review by:

Recommended by:

Timothy Ervin
Director of Finance

David A. Hales
City Manager

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NUMBER 1**

Project Name (“Project”)

Locust-Colton Phase 1 Sewer Separation and Water Main Replacement Project

This Amendment to the Professional Services Agreement dated October 23, 2007 is by and between:

City of Bloomington (“Client”)

115 E. Washington Street
Bloomington, IL 61702-3157

and,

Clark Dietz, Inc. (“Clark Dietz”)

125 West Church Street
Champaign, IL 61820

Who agree as follows:

This Amendment engages Clark Dietz to perform Services described in Part I - Services and Clark Dietz agrees to perform these Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

Agreed to by Client

By: Stephen F. Stockton
Title: Mayor

Date: September 13, 2011

Agreed to by Clark Dietz

By: Terrence K. Boyer
Title: Vice President

Date: September 15, 2011

**PART I
SERVICES BY CLARK DIETZ**

A. Amendment Description

The purpose of this amendment is to include contract clauses required by the Illinois EPA (IEPA) State Revolving Loan Fund Program.

B. Scope

The purpose of this amendment is to include contract clauses required by the Illinois EPA (IEPA) State Revolving Loan Fund Program.

C. Schedule

The schedule is hereby amended to allow for completion of the design phase services by September 1, 2011. Construction phase services shall be completed by approximately September 30, 2013, which is two months after construction is completed.

D. Assumptions/Conditions (If applicable)

No changes.

The following item E is added by this amendment:

E. IEPA Loan Program Contract Requirements**1. Audit and Access to Records**

- a. Books, records, documents and other evidence directly pertinent to performance of the Public Water Supply Loan Program loan work under this agreement will be maintained in accordance with Generally Accepted Accounting Principles. The IEPA or any of its authorized representatives will have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities will be provided for access and inspection.

- b. Audits conducted pursuant to this provision will be in accordance with auditing standards generally accepted in the United States of America.
 - c. All information and reports resulting from access to records pursuant to Item a above will be disclosed to the IEPA. The auditing agency shall afford Clark Dietz an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
 - d. Records under Item a will be maintained and made available during performance of the project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.
 - e. Clark Dietz will not pay audit fees or expenses.
2. Covenant Against Contingent Fees
- a. Clark Dietz warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees. For breach or violation of this warranty, the Client shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
3. Disadvantaged Business Enterprise Affirmative Action
- a. Clark Dietz agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Water Supply Loan Program and the Water Pollution Control Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, Clark Dietz acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
 - b. Clark Dietz is aware that if subcontractors are used for construction engineering, positive efforts to obtain DBEs including advertising are necessary or the subcontracted work is ineligible for loan funding.
4. Non-Discrimination

- a. Clark Dietz will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Clark Dietz will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Clark Dietz to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**PART II
CLIENT'S RESPONSIBILITIES**

- A. **Information/Reports** - No change.
- B. **Representative** - No change.
- C. **Decisions** - No change.
- D. **Other** - No change.

**PART III
COMPENSATION**

- A. **Compensation** – No change.
- B. **Billing and Payment** – No change.

Motion by Alderman Fazzini, seconded by Alderman Anderson that the Amendment be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Services Contracts for the Bloomington Center for Performing Arts (BCPA)

RECOMMENDATION: That the contract be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff respectfully requests approval of contract to engage persons and/or groups represented by: Off Broadway Booking, LLC to perform services in the BCPA on dates agreed by staff. Expenses for this contract will be \$30,000. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often, however virtually all artists are provided with meals and non-alcoholic beverages.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The selection of these artists was coordinated with the Cultural Commission and the BCPA's Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the Bloomington Center for the Performing Arts.

FINANCIAL IMPACT: Funding for these contracts will come from account X21100-70220 of the BCPA's 2011-12 budget, to be offset by future revenues from ticket sales, grants, playbills, concessions, advertising, and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals, and lodging.

Respectfully submitted for Council consideration.

Prepared by:

John R. Kennedy, Director
Parks, Recreation, & Cultural Arts

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Anderson that the contract with Off Broadway Booking, LLC in the amount of \$30,000 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: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Caffe Italia, LLC, d/b/a Caffe Italia currently located at 1804 S. Hershey Rd., holding an RB liquor license which allows the sale of beer and wine only by the glass for consumption on the premises six (6) days a week for a change of location to 511 Chancellor Dr. and license classification to an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION: Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that an RAS liquor license for Caffe Italia, LLC, d/b/a Caffe Italia, located at 511 Chancellor Dr., be created, contingent upon compliance with all applicable health and safety codes.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of Caffe Italia, LLC, d/b/a Caffe Italia currently located at 1804 S. Hershey Rd., holding an RB liquor license which allows the sale of beer and wine only by the glass for consumption on the premises six (6) days a week for a change of location to 511 Chancellor Dr. and license classification to RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Richard Buchanan, Steven Petersen, Mark Gibson and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel; Bob Wall, Asst. Police Chief; and Tracey Covert, City Clerk, and Francesco Composto, President and License holder representative.

Commissioner Stockton opened the liquor hearing and requested that License holder address this request. He noted that Wings, Etc. had been located at 511 Chancellor Dr. Francesco Composto, President and License holder representative, addressed the Commission. Caffe Italia planned to relocate and expand the menu. In addition, the license classification would change from an RB to an RAS. The Chancellor Dr. facility offered a full bar. Caffe Italia would also be open on Sundays.

Commissioner Stockton noted that a floor plan had been provided with the application. He questioned if there would be any changes. Mr. Composto cited minor interior remodeling. There would be changes to the dining area. A private room would be added near the rest rooms. The bar area would be reduced. He added that currently the bar area had seven (7) televisions. This number would be reduced to two (2). The L area of the bar would be converted into an espresso area. He called this area a small cafe similar to the existing Caffe Italia. The outdoor patio would be included in the premise. This area would offer table seating and was currently fenced.

Commissioner Gibson restated that the outdoor patio would be part of the premise.

Commissioner Stockton questioned live entertainment and/or amplified music. Mr. Composto responded negatively. Commissioner Stockton noted that this address was located in a commercial area near the airport.

Commissioner Stockton noted that this building would be divided into five (5) areas: 1.) patio; 2.) bar; 3.) espresso; 4.) dining room; and 5.) private room.

Commissioner Gibson stated that this would be a nice addition to this area of the City.

Commissioner Petersen questioned if smoking would be allowed on the patio. Mr. Composto informed the Commission that smoking was not allowed at Caffe Italia.

Commissioner Gibson questioned occupancy. Mr. Composto estimated occupancy at 150. Caffe Italia's current occupancy was thirty-six (36). Commissioner Gibson questioned alcohol sales/service training for Caffe Italia's staff. Mr. Composto informed the Commission that today was the first day for applications for the new expanded Caffe Italia.

Commissioner Petersen questioned packaged sales. Mr. Composto responded negatively.

Commissioner Tompkins noted the complete financial statement included with the application. He questioned food sales, and food and liquor costs. Mr. Composto believed that liquor and food sales had been combined. He estimated liquor sales at twenty-five percent (25%). Commissioner Tompkins questioned if Caffe Italia's liquor sales would exceed fifty percent (50%). Mr. Composto responded negatively. He cited the limited liquor offerings.

Commissioner Tompkins questioned if Mr. Composto was BASSET, (Beverage Alcohol Sellers and Server Education and Training), certified. Mr. Composto stated his intention to become BASSET certified. Commissioner Tompkins recommended that Caffe Italia take additional steps. Mr. Composto stated that the bar staff would be also be trained.

Commissioner Buchanan requested that Caffe Italia's accountant modify the reports to list liquor sales separately. Mr. Composto believed that for tax purposes they should be tracked separately. Commissioner Stockton questioned the need for an "A", All types of alcohol license, classification. He questioned the Applicant's intention to sell spirits. He noted that bar area and that liquor sales would also be available through table service. Mr. Composto cited the intention to be a full service restaurant which included the bar area. Alcohol sales would be available throughout the entire premise.

Commissioner Stockton cited the business' closing time, (9:00 p.m.). Mr. Composto noted that this was the Caffe Italia's current closing time. Commissioner Stockton questioned service later in the evening. Mr. Composto stated that Caffe Italia would remain a restaurant. He believed that the business hours provided sufficient time for patrons to enjoy their dining experience. Caffe Italia's focus was on food.

Commissioner Petersen questioned if Caffe Italia might remain open later at some point in the future. Commissioner Stockton noted that if Caffe Italia was truly a restaurant then there should not be any issues with the business hours. He questioned if Commissioner Petersen believed that Caffe Italia would become a tavern after a certain hour. He noted the assurances of Mr. Composto. Mr. Composto added that the number of bar stools would be reduced by half. The bar area would offer limited seating.

Commissioner Buchanan noted that the Commission would be able to review the minutes of this hearing. He questioned if the kitchen would remain open when alcohol was served. Mr. Composto restated that he did not plan to serve liquor without food service. Commissioner Buchanan recommended that the sale and/or consumption of alcohol cease one (1) hour after the kitchen closed.

Commissioner Gibson wanted to clarify the information presented at the hearing. He noted Caffè Italia's business plan which called for a 9:00 p.m. closing hour. This restaurant was not located within the Downtown. He did not believe that conditions upon the license were necessary. If the situation changed, the Commission would address same. Caffè Italia was an existing license holder and there had not been a single issue with same.

Commissioner Petersen noted Mr. Composto's presentation. Mr. Composto restated that he had no plans to be open beyond 9:00 p.m. He added that the kitchen would remain open until closing time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately fifteen (15) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the August 9, 2011 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This application involved a change of location and license classification. Annual fee for an RB liquor license is \$660. Annual fee for an RAS liquor license is \$2,210.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Alderman McDade noted that it was good to see a business that was growing.

Motion by Alderman Fazzini, seconded by Alderman Anderson that an RAS liquor license for Caffè Italia, LLC, d/b/a Caffè Italia, located at 511 Chancellor Dr., be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 2, Block 0 in Eagle Point from David L. and Nancy G. Golwitzer to Marshal L. Kaisner

RECOMMENDATION: That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 2, Block 0 in Camp Eagle Point from David L. and Nancy G. Golwitzer to Marshal L. Kaisner. The sewage disposal system inspection was completed in July 2011 and all is in order. The Lake Lease Transfer petition is also in order. The closing has been scheduled in mid-September.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the lease is at the \$0.40 per \$100 of Equalized Assessed Value. The current lease rate is approximately \$968. This lake lease income will be posted to Lake Lease revenue account 5010-50100-50110-57590. It should be noted that the term of this lease is until December 31, 2131, the same term as other lease renewals since 1998.

Respectfully submitted for Council consideration.

Prepared by: Financial reviewed by: Reviewed as to legal sufficiency:

Craig M. Cummings
Director of Water

Timothy Ervin
Director of Finance

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Anderson 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: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

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

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 5, Block 0 in Camp Eagle Point from Marshal L. Kaisner to David L. and Nancy G. Golwitzer

RECOMMENDATION: That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 5, Block 0 in Camp Eagle Point from Marshal L. Kaisner to David L. and Nancy G. Golwitzer. The sewage disposal system inspection was completed in July 2011. All is in order except that a riser should be installed on the second (2nd) septic tank to bring its access point within twelve inches (12") of ground surface. The Lease Transfer petition is also in order. The closing has been scheduled in mid-September.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the lease will move from the previous formula of \$0.15 per \$100 of Equalized Assessed Value to the current formula of \$0.40 per \$100 of Equalized Assessed Value for determining the Lake Lease fee. The current lease rate is approximately \$567. This will increase to \$1,511. This lake lease income will be posted to Lake Lease revenue account 5010-50100-50110-57590. It should be noted that the term of this lease is until December 31, 2131, the same term as other lease renewals since 1998.

Respectfully submitted for Council consideration,

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Craig M. Cummings
Director of Water

Timothy Ervin
Director of Finance

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Anderson 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: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Hershey Grove, LLC Requesting Approval of a Final Plat for Brookridge Apartments, 6th Addition, located north of Hamilton Road and east of Hershey Road (Ward 8)

RECOMMENDATION: That the Final Plat be approved and the Ordinance passed.

BACKGROUND: On April 22, 2002, Council approved the Preliminary Plan for Hershey Grove Subdivision. Staff reviewed the Final Plat and finds it in conformance with the provisions of the Preliminary Plan and the Brookridge Heights Apartments Street Name Plan dated July 15, 2003.

There are tap on fees due from this subdivision per the Annexation Agreement dated February 11, 2002. In addition, the Council approved a development agreement with Hershey Grove, LLC on August 22, 2011.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Hershey Grove, LLC.

FINANCIAL IMPACT: All survey and platting costs are being paid by Hershey Grove, LLC.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Recommended by:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

David A. Hales
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 Hershey Grove, LLC, an Illinois limited liability company hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioners are the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is 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 your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Sixth Addition to Brookridge Apartments Subdivision, Bloomington, Illinois.
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 other than permitted by the Preliminary Plan and/or Annexation Agreement.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Sixth Addition to Brookridge Apartments subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

HERSHEY GROVE, LLC,
By Snyder Properties Trust, Member,

By: Stephen W. Snyder, One of its Trustees

ORDINANCE NO. 2011 - 37

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
SIXTH ADDITION TO BROOKRIDGE APARTMENTS 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 Sixth Addition to Brookridge Apartments Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended:

None other than permitted by the Preliminary Plan and/or Annexation Agreement; 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 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 Brookridge Apartments Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 12th day of September, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Outlot 15 in the Fifth Addition to Brookridge Apartments Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded November 19, 2008 as Document No. 2008-30300 in the McLean County Recorder's Office.

Tax I.D. Number: 21-13-176-012

Motion by Alderman Fazzini, seconded by Alderman Anderson that the Final Plat be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Robert J. Vericella, Requesting Approval of a Final Plat with a Waiver of the Preliminary Plan for the Pheasant Run Development Subdivision, Phase II

RECOMMENDATION: That the Final Plat be approved and the Ordinance passed.

BACKGROUND: The petitioner desires to create a four (4) lot subdivision on land that is located west of Nicole Ct. and east of Cottage Ave., consisting of approximately 0.8015 acres. The petition requests a waiver of the Preliminary Plan. If the plat were for only three (3) lots, the waiver request would not be necessary per City Code. There are no new streets or utilities necessary, the proposed lots comply with the required lot size and width; there is no need for the extra steps involved in approving a preliminary plan. If the petition is approved, the petitioner will construct four (4) single family residences upon the issuance of building permits.

Public hearings for this case were held by the Planning Commission on July 27, and August 24, 2011. At the first meeting, five (5) citizens spoke in opposition. Their concern addressed the type of housing that would be built. Staff explained that the property is zoned R - 1C, Single Family Residence District. Multifamily dwellings are not permitted in this district. However two (2) family dwellings are allowed with a Special Use Permit. This would require a separate petition and public hearing. In addition, staff noted that the City does not regulate the value of housing or who might occupy such homes.

The petitioner's engineer explained the proposed homes would be similar to what is nearby. Due to neighborhood concerns, the Planning Commission voted 5 - 1 to lay over the case until the August 24, 2011 meeting, to allow the petitioner time to meet with the neighbors and discuss the development.

At the August 24, 2011 meeting the petitioner explained his meeting and discussion with the neighbors. He understood that the neighbors did not want apartments in the neighborhood. His hope was to complete the development his father had started and the houses would be similar in value and architecture as to what currently existed. No one was present to speak in opposition. One (1) neighbor stated that after meeting with the petitioner, he now supported the request. The Commission voted 8 - 0 to recommend approval of the petition.

Based on the Planning Commission's vote, staff recommends Council approve the petition for a Final Plat with a Waiver of the Preliminary Plan for the Pheasant Run Development Subdivision, Phase II. Staff also recommends that the fee in lieu of storm water detention be paid prior to the recording of the final plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on July 11, 2011. Fifty-four (54) courtesy copies of the Public Notice were mailed to property owners within five hundred feet (500') of the site. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed by:

Mark Woolard
City Planner

Mark R. Huber
Director, PACE

Barbara J. Adkins
Deputy City Manager

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

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 Robert J. Vericella, 125 Belmont Road, Bloomington, IL 61701, 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 Pheasant Run Phase II subdivision to be known and described as Final Plat of Pheasant Run Phase II 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, as amended: Preliminary Plan;
4. That the Final Plat substantially conforms to the Chapter 24 of City Code; and
5. That your Petitioner hereby dedicates to the public, all public right of way and easements shown on said Final Plat.

WHEREFORE, your Petitioner prays that the Final Plat for Pheasant Run Phase II Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Robert J. Vericella

ORDINANCE NO. 2011 - 38

**AN ORDINANCE APPROVING THE FINAL PLAT
OF THE PHEASANT RUN PHASE II 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 Pheasant Run Phase II Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code - 1960, as amended: Preliminary Plan; and

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

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision and Planned Unit Development 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 Pheasant Run Phase II Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 12th day of September, 2011.

APPROVED this 13th day of September, 2011.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

That part of the southeast quarter of Section 32, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, IL

Beginning at the south west corner of Lot 12 of Pheasant Run Development Phase I, said point being the point of beginning of the parcel to be described; thence north 89 Degrees 42 Minutes 54 Seconds east along the south lines of Lot 12 and 11 of said Pheasant Run Phase I a distance of 244.00 feet to the west right of way line of Nicole Court; thence south 00 Degrees 27 Minutes 12 Seconds east along the west right of way of Nicole Court a distance of 105.44 feet to a point; thence along a curve on the west right of way of Nicole Court having a radius of 50.00 feet, an arc length of 46.17 feet, a chord bearing of south 25 Degrees 48 Minutes 44 Seconds and a chord distance of 44.55 feet to a point; thence south 89 Degrees 43 Minutes 11 Seconds west along the north lot of Lot 10, Pheasant Run Development Phase I and the north line Lot 12 of Worrell and Ewings Addition to the City of Bloomington for a distance of 224.00 feet to the east right of way line of Cottage Avenue; thence north 00 Degrees 33 Minutes 55 Seconds west along the west right of way line of Cottage Avenue a distance of 145.43 feet to the point of beginning.

Alderman Purcell expressed his support for this item.

Motion by Alderman Fazzini, seconded by Alderman Anderson that the Final Plat be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Charlotte E. Schaeffer and Helen S. Bennison requesting the Rezoning of land located at 1215 E. Washington St., from R - 1B, Single Family Residence District to R - 1B with an S-4, Historic Preservation District Overlay

RECOMMENDATION: That the Rezoning be approved and the Ordinance passed.

BACKGROUND: The case was heard before the Historic Preservation Commission on August 18, 2011. The property is currently owned by Charlotte E. Schaeffer and Helen Bennison, who are sisters. The petitioners were represented by Carol Nyweide, their daughter and niece. The property in question is a c. 1850 Italianate style residence that has been in the family since the

1930's. Ms. Nyweide explained the family wished to protect the historic character of the home as well as be able to take advantage of the Funk Historic Preservation Grant program.

The Planning Commission heard this case on August 22, 2011. Again testimony was provided by Ms. Nyweide as to the background of the property. As with the testimony given at the Historic Preservation Commission, no one objected to this request.

After reviewing the action of the Historic Preservation Commission and hearing testimony in favor of the rezoning, the Planning Commission voted unanimously to recommend Council approval of the petition for an S – 4, Historic Preservation District overlay for the property located at 1215 E. Washington St.

The Historic Preservation Commission, Planning Commission and City staff recommend Council approval of this petition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on August 2, 2011 in accordance with City Code. In accordance with City Code, courtesy copies of the Public Notice were mailed. In addition, a sign was posted in the yard.

FINANCIAL IMPACT: None for the City. An S – 4, Historic Preservation District overlay will make the petitioner eligible for Funk Historic Preservation Grants when funding is available and projects are approved.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director, PACE

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Charlotte E. Schaeffer and Helen S. Bennison, hereinafter referred to as your 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 legally described in Exhibit "A" presently has a zoning classification of R – 1B, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
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 R – 1B with an S - 4, Historic Preservation District zoning district classification for reasons stated in the attached Exhibit B;
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 R – 1B to R – 1B with an S – 4 overlay.

Respectfully submitted,

By: Charlotte E. Schaeffer

Helen S. Bennison

ORDINANCE NO. 2011 - 39

**AN ORDINANCE REZONING 1215 E. WASHINGTON STREET FROM R – 1 B,
SINGLE FAMILY RESIDENCE DISTRICT TO R – 1B/S – 4, HISTORIC
PRESERVATION DISTRICT**

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 R – 1B, Single Family Residence District to R – 1B/S – 4, Historic Preservation 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 12th day of September, 2011.

APPROVED this 13th day of September, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of Lots 22 and 23 in the Subdivision of the South Half of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows:

Commencing at a point on the South line of Washington Street in the City of Bloomington, Illinois which point is 387½ feet East of the present East line of State Street (according to plat recorded in Book 7 of plats on Page 193) and running thence South 280 feet; thence East 117 feet; thence North 280 feet; thence West 117 feet, to the Point of Beginning, in McLean County, Illinois.

Commonly known as 1215 E. Washington Street.

EXHIBIT B

1215 E. Washington St.

This home was built in 1858 – making it one of the oldest houses in Bloomington. It was built by Stephen Morehouse, a goldsmith, and has been home for three different families since then. It is an excellent example of the Italianate style, which was popular in the United States from the 1840's to 1890. The Italianate style was loosely modeled after the villas of Italy. It is well known for its elaborate ornamentation, primarily with respect to cornices, windows, porches, and doorways. There are very few Italianate style homes in the Bloomington-Normal area. Notice the flat roof, bracketed eaves, long windows and wrap around porch of this particular Italianate.

Archie Schaeffer, a prominent architect in town, bought the property in 1932 from Arthur Bell, a surveyor. He renovated the home for his family and built a two-car garage in back. The front walk is made of brick and is in a herringbone pattern. The lights on either side of the front door are carriage lanterns Archie Schaeffer had installed. The clapboard siding and windows are all original.

There are two doors in the front of the house. The door on the right opens into a small vestibule that enters into the dining room. This was once used as the entrance to a nursery school that operated here in the 1920's by the daughter of Arthur Bell, Emma Bell. The main front door with side light windows and a transom leads into the front hall with a winding staircase on the right. Archie Schaeffer combined the two front parlors into a spacious living room. A beautiful white Italian marble fireplace sits in the NE corner of the room. There is a dark marble fireplace in the dining room. A small library, kitchen and half-bath complete the first floor layout. There is also a back staircase leading to the second floor. There are four bedrooms upstairs with two more fireplaces, one of which is marble, in two of the rooms, along with a central hallway and a full bath. The ceilings are 12 feet high on the first floor and 8 feet high on the second floor. With the exception of the kitchen, the floors throughout the house are all hardwood.

The house has been well preserved and sits in a park-like setting. The lot is 280 feet deep and 117 feet wide. It is usually large for the location. Please see exterior photos of the house, attached.

Some of the local properties Archie Schaeffer helped design include:

1. State Farm – downtown building
2. Ewing Manor
3. Bloomington Country Club
4. Gailey Eye Clinic
5. IWU’s Student Union Building
6. The Miller home on Country Club Place
7. The Ringer home on Country Club Place
8. The Greg Shepard home on Country Club Place
9. The Brian home on Linden Street
10. The Frances Pillsbury home on the NE corner of Mercer & Washington
11. Martin Hall – Second Presbyterian Church
12. Brokaw Hospital (original)

Motion by Alderman Fazzini, seconded by Alderman Anderson that the Rezoning be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement with Lynn Monte Associates for the 2011 City Council Annual Strategic Planning Work Session

RECOMMENDATION: That the Agreement with Lynn Monte Associates for the 2011 Fall City Council Annual Strategic Planning Work Session in the amount of \$14,000 plus expenses be approved, and the City Manager be authorized to execute the agreement.

BACKGROUND: For the past two (2) years the City has used the services of Lyle Sumek Associates, Inc., to facilitate and ultimately adopt, a new Vision, Mission, Core Beliefs, Strategic Plan and Action Agenda. In an effort to reduce cost, the Mayor and City Manager researched the possibility of using a new facilitator this year. A new facilitator was searched for internally, locally and statewide. After interviewing two (2) candidates, staff recommends that Lynn Monte Associates be approved as this year’s facilitator for the 2011 Fall City Council Annual Strategic Planning Work Session.

Lynn Montei was selected as the top candidate for several reasons. She has worked as a facilitator for several other comparable Illinois municipalities including Evanston, St. Charles and Buffalo Grove. In all she has worked with over eighteen (18) municipalities in Illinois and Iowa, and with over twenty-five (25) other organizations on strategic planning, goal setting, team development and leadership. The cost for services will be considerably less than previous years for facilitation of the Work Session.

A few highlights from the contract for approval are:

- Hourly rate of \$175
- Specific phases outlining how the Work Session will be carried out
 - Discovery Phase
 - Interviews with Council and staff
 - Refine scope of work
 - Design Phase
 - Determine conversations needed and who should be involved
 - Determine structure of Work Session
 - Delivery Phase
 - Facilitate the two (2) day Work Session
 - Create Action Agenda and other documents

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Other state municipalities.

FINANCIAL IMPACT: Expenses for the Annual Strategic Planning Work Session was budgeted for FY 2012. The estimate from Lynn Montei Associates is \$14,000 plus expenses. The final fee is subject to change if and when the outline of services is modified.

Respectfully submitted for Council consideration.

Recommended by:

David A. Hales
City Manager

**Agreement for Professional Services
City of Bloomington Strategic Plan and Council Retreat Facilitation
for Calendar Year 2012**

The City of Bloomington (client) wishes to engage the services of Lynn Montei Associates (consultant) for the purpose of design and facilitation of a City Council Retreat in fall of 2011, and the development of a 2012 Calendar Year Action Agenda for its Strategic Plan.

Over the last few years the City has reestablished stable footing after weathering difficult financial and operational issues. It has established a healthy fund balance, undertaken a number

of critical infrastructure master plans, and follows a Strategic Plan which was adopted in January of 2010. With those significant matters in hand, the City Council will turn its attention to maintaining the positive initiatives that are underway and bringing focus to its effectiveness and strategic leadership.

The following prospective outline describes the services anticipated to be performed by the consultant under this Agreement.

Prospective Outline of Services

1. Discovery Phase

- a. Work with the City Manager and others he designates to refine the scope of work, develop a project plan, debrief on implemented elements and prepare deliverables
- b. Interview Council members individually to hear their observations, insights, and perspectives and to elicit their desired retreat outcomes
- c. Interview department heads to hear their observations, insights, and perspectives
- d. Potentially interview several community thought leaders to gauge public perception and signal the City's investment toward continuing improvement
- e. Increase understanding of high-priority areas needing focused attention and assess what is and is not working

2. Design Phase

- a. Determine what conversations are needed and who should be involved
- b. Determine how the interactive retreat experience should be structured
- c. Design a two (2) day interactive retreat to achieve desired outcomes (one day may be focused on the Calendar Year 2012 Action Agenda and the second on governance and cultivation of the Council as an effective governing body)

3. Delivery Phase

- a. Facilitate the two (2)-day Council retreat, with some involvement of department heads, to create the Action Agenda and address the high-priority issues that surfaced in the Discovery phase
- b. Document Retreat output
- c. Synthesize Retreat output with the assistance of City staff and prepare the draft Calendar Year 2012 Action Agenda

Investment

The cost estimate for this Outline of Services is \$14,000 plus expenses. The estimate includes planning, design, interviews, facilitation, documentation and synthesis of the retreat, agendas and handout materials. Documents will be in electronic form.

Expenses include mileage reimbursement at the client's customary reimbursement rate, meals, lodging (when necessary) and any costs of materials and supplies.

Should additional consultant services be desired either as follow-up or simultaneous to the services outlined, such services will be performed at an hourly rate of \$175 per hour.

If the terms of this Agreement meet with your approval, please sign and date two copies and return one to me. Thank you.

Agreed by the Parties:

David Hales
City Manager
City of Bloomington

Lynn Montei
President
Lynn Montei Associates

Date: September 13, 2011

Motion by Alderman Fazzini, seconded by Alderman Anderson that the agreement with Lynn Montei Associates for the 2011 City Council Annual Strategic Planning Work Session in the amount of \$14,000 plus expenses be approved, and the City Manager be authorized to execute the agreement.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Sale of the Snyder Parking Garage located at 205 N. Main St.

RECOMMENDATION: That the sale of the Snyder Parking Garage located at 205 North Main Street to 121 N. Main LLC in the amount of \$140,000 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: In 1984 and 1988, there were two (2) devastating fires that destroyed the Gresheim, Unity and Herb Livingston buildings on the east side of the Downtown square. These fires also severely damaged the State Farm Insurance building as well as the Marine Bank of Bloomington. In December 1988, the City entered into a redevelopment agreement with Jack Snyder to purchase the land for construction of a proposed three (3) story office building/parking garage project at an estimated cost of \$6.4 million. The City purchased the land and parking facility for \$2.8 million. The City is now the sole owner of the Snyder Parking Garage, (SPG), which is located on the block bounded by Washington St., Main St. and Jefferson St.

Since purchasing the SPG, the City has operated this parking facility as part of the Downtown parking stock. The lot consists of 139 parking spaces, with approximately ninety-two (92) lower level spaces leased to State Farm's employees and the adjacent Snyder East Condominium building's employees, these individuals are employed at Heartland Bank and other various offices within this building. The covered lower level parking spaces are leased on a monthly basis for \$40 per space per month. The open upper level is used for unpaid, time limited public parking (three/3 hour per day limit).

There is ample public parking in the Downtown. Nearly all of the Downtown parking garage spaces are City owned and/or operated: 1.) Market Street Parking Garage is a four (4) deck garage with 502 parking spaces; 2.) Abraham Lincoln Parking Garage is a five (5) deck garage with 906 parking spaces; and 3.) Pepsi Ice Center Parking Garage is a three (3) deck garage with 276 parking spaces. In addition to having parking spaces available to rent on a monthly basis, all of these parking garages have unpaid, time limited, hourly or daily parking available to the general public.

Adjoining Properties

There are two (2) adjoining structures to the SPG. On the west side of the parking facility is the Snyder East Condominium building constructed in 1990. There is a mix of various offices in this building and a Heartland Bank branch office located on the first (1st) floor. On the east side of the parking facility is the tallest, largest office building in Downtown; the twelve (12) story State Farm Insurance "Fire Building". This building is the original State Farm corporate headquarters built in 1929. With regard to the Snyder building, it is important to note that that structure was built on the west sixty-eight feet (68') of the SPG. This parking facility is the foundation of the Snyder building.

There are a variety of complex easements for various structural components of the Snyder and the State Farm buildings. In 2006, the City agreed to convey to State Farm a permanent access easement across the property to allow for ingress to and egress from their building. The purpose of the easement was to provide secure, year round access to and from State Farm's property by their employees, suppliers and vendors. The west entry door of the State Farm building opens directly onto the parking facility. The term of the easement is for a period of thirty (30) years and is automatically renewable for successive terms of thirty (30) years. The easement is subject to a transfer of ownership.

Repairs

The SPG is in need of repairs. In December 2007, noting deterioration in the structure, staff had the parking facility evaluated by the Farnsworth Group for problematic maintenance issues. Some of the following concerns were raised:

Upper level:

- Improper drainage at the northeast corner of the deck.
- The mortar joints in the brick wall at the north end of the deck are loose in several locations, particularly along the top horizontal joint.

- The railings at the stairs and on top of the brick wall on the north side of the deck have rusted in some locations, particularly at the base plates.
- There are many hairline cracks in the surface of the deck slab.
- The coating strips along the joints between panels and along the base of the curbs have deteriorated.

Lower level:

- Water is leaking through several of the joints between the precast double-tees.
- Spalling has occurred on the bottom of some of the precast concrete beams, particularly in the northwest corner of the lower level.
- Some of the piping in the lower level has rusted.

Farnsworth concluded that the probable cost to repair all of the deficiencies noted in their report was \$160,000. The probable cost to address priority issues was \$100,000. The City has previously budgeted for these repairs. The work has been postponed due to budgetary constraints and City contemplation regarding the future of this parking facility. A recent assessment conducted by Shive-Hattery, Inc. in April 2011, (at the request of 121 N. Main LLC), indicates similar structural deficiencies as noted in the Farnsworth report. The probable cost to repair all of the deficiencies noted in the Shive-Hattery report is \$370,000. The probable cost to address priority issues is \$270,000.

Recent Appraisal

In July 2011, the City obtained an appraisal of the SPG from Appraisal Research Counselors to estimate the current market value of the parking facility for a possible sale. Appraisal Research Counselors valued the parking facility at \$140,000. The income capitalization approach was used to value the parking facility. This approach is commonly used in appraising income producing properties. The value of the real estate is estimated by relating the income producing ability of the property being appraised to a current value. The steps involved in this approach are: 1.) estimate gross annual income; 2.) estimate stabilized annual expenses; 3.) estimate value by capitalizing net income by an appropriate overall capitalization rate; and 4.) deduct deferred maintenance, if any, to conclude value.

Sale of the Snyder Parking Garage

Earlier this year, in Executive Session meeting, staff informed Council that one (1) of the adjoining property owners was interested in purchasing the SPG. Staff discussed the pros and cons of selling the parking facility.

Pros:

- The City would no longer be responsible for the maintenance of the parking facility; this would include not only the parking but the interconnected fire protection and alarm systems.
- Free staff time for other projects/work.

- Expense reductions in the Parking Maintenance and Operations budget.
- The property becomes taxable.

Cons:

- The City would be giving up control of the parking to a private entity.
- Current time limited public parking on the upper deck could be lost. There is an excess supply of public parking in the Downtown, (public parking in the area would not be negatively impacted).
- Revenue for monthly parking spaces would be lost. Revenues have lagged behind maintenance costs.

Staff recommended and the Council agreed that it was in the City's best interest to sell the SPG.

As a home rule municipality, the City may use its authority to dispose of the SPG as it sees fit – public auction, sealed bid, requests for proposals, or negotiated sale. At the start of this discussion, staff explained that there were two (2) likely buyers and that first consideration should be given to them: State Farm Insurance and/or 121 N. Main LLC, (owner of the Snyder East Condominium building). Both entities own properties adjoining and/or above the SPG. For 121 N. Main LLC, the parking facility is the land and physical support of their building. The building and parking facility's life safety systems are also interconnected. As previously discussed, most of the lower level parking spaces are rented by State Farm employees and employees from various offices in the Snyder building.

As a result of these factors, Council decided to proceed with a negotiated sale with one (1) of the adjoining property owners. If the Council had decided not to sell the SPG through a negotiated sale, but rather a sealed bid process, there were several unknowns. First, it was unknown whether there was a strong market for this type of sale. There were no known recent sales of parking garages in the Bloomington/Normal market. Second, there was a possibility that if purchased by another party, the essential repairs may not be completed in a timely fashion, if at all. 121 N. Main LLC has stated that if purchased, their intention is to begin essential repairs on the parking facility this year. Third, there is a possibility that the monthly rental rates could increase significantly if purchased by a third party.

Sale of the Snyder Parking Garage to 121 N. Main LLC

As previously mentioned, earlier this year 121 N. Main LLC informed staff that they were interested in purchasing the SPG. In addition to discussions with 121 N. Main LLC, staff also formally contacted State Farm Insurance, the other adjoining property owner. The purpose was to make them aware of the City's interest in selling the SPG and to gauge their interest in purchasing same. State Farm Insurance's response was negative. 121 N. Main LLC has continued to express interest.

Negotiations between the City and 121 N. Main LLC began in early August. 121 N. Main LLC has offered \$140,000 for the SPG (the appraised value).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: 121 N. Main LLC and State Farm Insurance.

FINANCIAL IMPACT: The operations for the SPG are accounted for within the Parking Enterprise Fund. This Fund accounts for the operations of the Abraham Lincoln Parking Garage, Market Street Parking Garage, Pepsi Ice Center Parking Garage, and SPG. This Fund also accounts for the operations of the parking attendants. As of April 30, 2010, the unrestricted net assets of the Fund were \$915,305. In FY 2011, the preliminary audited financials reflect that expenditures have exceeded revenue by approximately \$300,000.

The 2010 reported financials for the SPG are as follows: 1.) income = \$49,440; 2.) expenses = \$40,550; and 3.) net income = \$8,890. Although this parking facility produced a relatively small net income, the cost of necessary repairs far exceeds this amount. If the City absorbed the repair costs for the SPG, they would be absorbed by the Parking Enterprise Fund, which is already funding the multi-year repair costs for the Market Street Parking Garage.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed by:

Rosalee Dodson
Asst. Corporation Counsel

Bob Floyd
Facilities Manager

Mark Huber
Director of PACE

Recommended by:

David A. Hales
City Manager

AGREEMENT TO PURCHASE

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the "Seller") and 121 NORTH MAIN, LLC, an Illinois limited liability company, whose mailing address is 121 North Main Street, 4th Floor, Bloomington, Illinois 61701 (the "Buyer").

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, all of Seller's rights, title and interest in the real estate commonly known as the Snyder Parking Garage, located at 205 North Main Street, Bloomington, Illinois, and legally described on Exhibit A attached hereto (the "Property"), together with all easements, rights of way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of the Property and all of the improvements and fixtures attached to or appurtenant to the Property or used in

connection with the maintenance or operation of the Property, and owned by Seller (excluding all parking garage gate system software).

Section 1. Price and Terms:

The purchase price shall be One Hundred Forty Thousand and No/100 Dollars (\$140,000.00), due and payable from Buyer to Seller at closing.

Section 2. Method of Payment:

Buyer shall pay the purchase price in cash, cashier's check, certified funds or the equivalent. All prorations shall be made as of the closing date. Seller shall give Buyer a credit for that portion of the rent from each tenant for the lease month in which the closing date occurs determined by multiplying such tenant's rent for such lease month by the fraction of which the numerator is the number of days remaining in such lease month after on and after the closing date and the denominator is the number of days in such lease month.

Section 3. Closing:

This Agreement shall be closed on or before October 12, 2011. Seller shall surrender possession of the Property to Buyer at closing, subject to the monthly parking rental agreements described herein in Section 8. Prior to closing, Seller agrees that Buyer and Buyer's agents or representatives shall have the right to enter upon the Property during normal business hours for the purpose of inspecting the Property.

Section 4. Conveyance:

At closing Seller shall (i) convey and transfer the Property to Buyer by warranty deed subject to the exceptions permitted herein, (ii) assign to Buyer all agreements relating to the Property (including the access easement with State Farm Mutual Automobile Insurance Company and all agreements related to the monthly parking rentals), and (iii) pay to the Buyer the sum of any security deposits previously received by the Seller for the monthly parking rentals. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

Section 5. Title Evidence:

Upon acceptance of this Agreement, Seller shall within fourteen (14) days furnish at Seller's expense a commitment for an owner's title guaranty policy issued by a company licensed to issue the same for the county in which the Property is located for the amount of the purchase price, subject to, but not limited to, the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price and (h) rights of tenants in possession.

Buyer or Buyer's attorney shall within a reasonable time after receiving such title evidence deliver to Seller a report in writing specifying any objections made to the title. If material objections made to the title in such report are not cured within twenty (20) days after such report is so delivered, this Agreement shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and in such case, Seller shall convey the Property as agreed.

Section 6. Performance:

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 7. Risk of Loss:

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

Section 8. Monthly Parking Rentals:

Seller shall assign to Buyer all of Seller's right, title and interest in, and Buyer shall purchase the Property subject to, all agreements relating to the Property (including the access easement with State Farm Mutual Automobile Insurance Company and all agreements related to monthly parking rentals) currently in effect with regard to the Property. Within ten (10) days of the date of this Agreement, Seller shall furnish to Buyer at Seller's expense (i) a copy of the rent rolls reflecting monthly rentals, (ii) a schedule showing with respect to each tenant of the Property, (A) a copy of such tenant's lease or agreement to pay (or a statement that such tenant does not have a written lease or agreement to pay) and a written description of all terms of such tenant's tenancy not contained in such written lease or agreement to pay; (B) a statement of the amount and date that rent is due by such tenant and whether any rent has been prepaid; (C) a statement of such tenant's security deposit and whether the tenant is entitled to interest on such security deposit; (D) a statement of whether such tenant of Seller is in default with regard to such tenant's lease or agreement to pay; and (E) a statement of whether there are any obligations owed to such tenant by Seller which are not fully performed. The foregoing rent roll and schedule shall be accurate and complete for all of the parking spaces conveyed under the terms of this Agreement as of the closing date.

Section 9. Seller's Representations, Warranties and Covenants:

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- A. Seller is the sole owner of the Property and has full right and authority to transfer such title to Buyer.

B. Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.

C. There are no outstanding repair orders or citations for code violations for the Property. Seller is aware that there are essential property maintenance repairs pertinent to the Property that shall be addressed by the Buyer as soon as possible. Barring an emergency event, Seller agrees to forego inspection and citation for property maintenance code violations for a period of twelve (12) months while essential property maintenance repairs are completed.

D. There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

E. The rent roll, schedule of leases and all other documents delivered pursuant to Section 8 of this Agreement are true, complete and accurate and contain no material misrepresentations or omissions.

Section 10. Operations on the Property:

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

Section 11. Buyer's Representations and Warranties:

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

A. Buyer has the legal capacity to enter into this Agreement.

B. There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement.

Section 12. Brokers:

Seller represents and warrants to Buyer that they have not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby.

Section 13. General Conditions and Stipulations:

(a) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall,

respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

(b) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service thereof.

(c) This Agreement contains all the terms and conditions agreed upon by parties hereof, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this September 20, 2011.

SELLER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: Stephen F. Stockton, Mayor

Attest:

Tracey Covert, City Clerk

BUYER:

121 NORTH MAIN, LLC

By: Robert T. Varney, Manager

Attest:

Victoria K. Varney, Member

**EXHIBIT A
LEGAL DESCRIPTION**

AS TO PARCEL 1:

All that portion of the following described premises below a plane which is 818.11 feet above mean sea level, to wit:

PARCEL 1:

Lots 44 and 45 in the Original Town, now City of Bloomington, McLean County, Illinois; all of the 10 foot wide east-west vacated alley lying South of and adjacent to the South lines of said Lots 44 and 45, EXCEPT the East 12 feet of said Lot 44; and Lots 1-8 inclusive in the Assessor's Subdivision of Lots 46 and 47 in said Original Town; EXCEPT from all the above the East 63.83 feet of even width, in McLean County, Illinois.

AS TO PARCEL 2:

All that portion of the following described premises below a plane which is 832.72 feet above mean sea level, to wit:

PARCEL 2:

The East 63.83 feet of even width of the following described property: Lots 44 and 45 in the Original Town, now City of Bloomington, McLean County, Illinois; all of the 10 feet wide east-west vacated alley lying South of and adjacent to the South lines of said Lots 44 and 45 EXCEPT the East 12 feet of said Lot 44; and Lots 1-8 inclusive, in the Assessor's subdivision of Lots 46 and 47 in said original Town, in McLean County, Illinois.

Alton Franklin, 5 Andy Ct., Unit 1, addressed the Council regarding this item. He cited the downturn in the economy. He questioned the net income for this garage in previous years. He also questioned if this item was urgent. He acknowledged that the facility needed repairs.

David Hales, City Manager, addressed the Council. He stated that parking structures were expensive to build and maintain. It was also difficult to operate one at a profit. He added that the majority of the parking spaces were leased. He noted the deferred maintenance. Parking garages generally needed to be subsidized by a government entity. Parking garages were not a core City service. He also cited economic development. There would be no impact on public parking. This structure was an integral part of the building. It was also used by State Farm.

Mayor Stockton noted the following 1.) deferred maintenance and 2.) the parking facility and building were one (1) unit.

Alderman Fazzini questioned income from previous years. He agreed with Mr. Hales' comments that parking facilities do not pay for themselves. They were a needed public amenity which are often provided as a municipal service and are municipally financed.

Motion by Alderman Fazzini, seconded by Alderman Anderson that the sale of the Snyder Parking Garage located at 205 N. Main Street to 121 N. Main LLC in the amount of \$140,000 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: Aldermen Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: Alderman Stearns.

Motion carried.

The following was presented:

SUBJECT: Sale of City owned Vacant Land located at Evergreen Lake Road

RECOMMENDATION: That the sale of City owned vacant land, (1.5 acres), located at Evergreen Lake Rd. to Corn Belt Energy Corporation in the amount of \$39,000 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Corn Belt Energy Corporation (CBEC) provides power to over 33,000 households and businesses in eighteen (18) counties throughout Central Illinois, including McLean County. Their electricity is supplied by Wabash Valley Power Association, a generation and transmission cooperative based in Indianapolis, IN. CBEC, the largest energy cooperative in Illinois, is owned by the members it serves.

In an effort to meet a growing demand for electricity in the area, CBEC has requested to purchase a 1.5 acre tract of City owned vacant land located at Evergreen Lake Rd. (near one of the City's water reservoirs). CBEC intends to build an electric substation on the subject property. This facility would be fenced and electricity would be reduced to a voltage consumers can use in their homes or place of business. The subject property is part of a 442 acre tract of land located in the Southwest Quarter of Section 12 of Township 25 North, Range 1 East of the 3rd Principal Meridian, Woodford County, Illinois; located 1.25 miles north and .75 miles west of the McLean County line.

The subject property was appraised in February 2011. The estimated market value for an acre of land is \$26,000 (\$.60 per square foot).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Sale price of the land \$39,000 in revenue to be deposited in the Water Fund.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Rosalee Dodson
Asst. Corporation Counsel

Craig Cummings
Director of Water

David A. Hales
City Manager

**CONTRACT FOR SALE OF REAL ESTATE
McLEAN COUNTY BAR ASSOCIATION APPROVED FORM
(REVISED CONTRACT FORM EFFECTIVE JANUARY 1, 2008)**

Seller: CITY OF BLOOMINGTON

Buyer: CORN BELT ENERGY CORP.

Address: 109 East Olive Street
Bloomington, IL 61701

Address: One Energy Way
Bloomington, IL 61705

Attorney: Rosalee Dodson
Address: 109 East Olive Street
Bloomington, IL 61701

Attorney:
Address:

Telph: (309) 434-2213
Fax: (309) 434-2316

Telph: (309) 662-5330
Fax: (309) 663-4516

Listing Broker/Telephone/Fax: N/A

Selling Broker/Telephone/Fax: N/A

Agent: N/A

Agent: N/A

Current Mortgage holder/Loan #/Address/Telephone: N/A

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 the City of Bloomington, hereinafter referred to as Seller, and Corn Belt Energy Corporation, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** Seller sells the following described real estate, for the purpose of building an electric substation, to-wit:

A PART OF SOUTHWEST QUARTER OF SECTION 12 OF TOWNSHIP 25 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WOODFORD COUNTY, ILLINOIS.

(PIN: 19-12-300-004) (the exact legal description is to be determined via survey and platting to be completed within sixty (60) days after the date of execution of this Contract),

~~with improvements, commonly known as _____, located thereon, to Buyer, who agrees to pay \$39,000 therefor in the manner following: (down payment inclusive of earnest money) upon the execution of this Contract:~~

~~_____ A. To be deposited into escrow until closing;~~

~~_____ B. 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 18th day of November, 2011, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller will furnish Buyer with 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 the Seller and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 18th day of November, 2011. 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. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of

Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. ~~Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment).~~ All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

6. ENCUMBRANCES:

- A. Mortgage, if any, shall be satisfied out of the 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, 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. WOOD DESTROYING INSECT PROVISION: (Deleted)

10. EQUIPMENT & INSPECTIONS: (Deleted)

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

12. SELLER'S WARRANTIES: (Deleted)

13. ADDITIONAL PROVISIONS:

- A. ~~Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act.~~
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number 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 the Smoke Detector Act (425 ILCS 60/1, *et seq.*), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, *et seq.*).
- E. Time is of the essence of this Contract.
- F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
- G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
- H. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).
- I. *This Contract is contingent upon approval by the Bloomington City Council.*

14. **ESCROWEE:** (Deleted)

15. **NOTICES, ETC.:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney, or to the party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

16. **PREPARATION AND APPROVAL:** This Contract was prepared by Rosalee Dodson, Seller's attorney, and approved by Buyer and/or Buyer's attorney.

17. **SETTLEMENT:** Closing shall be held in McLean County at *such place as the parties may agree* ~~the office of Buyer's closing agent, unless the parties agree otherwise.~~

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.*) and the Illinois Radon Awareness Act (420 ILCS 46/1, *et seq.*). ~~Buyer acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon Hazards and the IEMA pamphlet entitled "Radon Testing Guidelines for Real Estate Transactions" prior to the time this Contract was signed and said disclosures are incorporated herein by reference.~~

19. **ATTORNEY'S FEES AND EXPENSES:** Should Seller or Buyer bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, 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 and as determined by the court. This provision shall survive closing and delivery of deeds.

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

21. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

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 Association effective January 1, 2008, with the exception of the language shown stricken, deleted, and italicized and the following paragraph:

23. **INSPECTION PERIOD:** Buyer shall, at Buyer's expense and within sixty (60) days after the date of execution of this Contract, determine whether the property is suitable, in the Buyer's sole and absolute discretion for the purpose of building an electric substation. During this period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys, and investigations ("inspections") that Buyer deems necessary to determine to Buyer's satisfaction the property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, easements, government approvals, and licenses; and other inspections that Buyer deems appropriate to determine the property's suitability for the Buyer's intended purpose. If the property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the property at any time during this inspection period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct or any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense (1) repair all damages to the property resulting from the inspections and return the property to the condition it

was in prior to the inspections, and (2) release to Seller all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to Seller prior to the expiration of the inspection period of Buyer's determination of whether or not the property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the property as suitable for Buyer's intended use in its "as is" condition. If the property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the inspection period ends.

**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 hereunto set their hands and seals to several counterparts of this Contract, of equal effect.

DATE SIGNED BY SELLER: September 13, 2011.

City of Bloomington, a Municipal Corporation

Attest:

Stephen F. Stockton
Mayor

Tracey Covert
City Clerk

DATE SIGNED BY BUYER: September 20, 2011

Corn Belt Energy Corporation

Attest:

Jeff Reeves
Buyer

Tim Muellenberg
Buyer

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

~~The above named designated Escrowee hereby accepts the escrow on the terms and conditions heretofore set forth.~~

X _____
— Agent for Escrowee

Motion by Alderman Fazzini, seconded by Alderman Anderson that the sale of City owned vacant land (1.5 acres), located at Evergreen Lake Rd., to Corn Belt Energy Corporation in the amount of \$39,000 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: Aldermen Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: Alderman Stearns.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bid for 2011 Pavement Preservation (Citywide)

RECOMMENDATION: That the technicalities be waived, the bid from Corrective Asphalt Materials, LLC, for 2011 Pavement Preservation Program in the amount of \$53,766 be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: In 2007, a small number of streets that had been resurfaced within the two (2) previous years were treated with a preservative seal called Reclamite. Staff has been evaluating the performance of this product on the City's asphalt streets. In each application part of the street was left untreated for comparison. There is noted difference in the treated pavement's texture plus it dries quicker following a rain.

Reclamite is an emulsion made up of specific petroleum oils and resins. It penetrates into the top layer of pavement and brings the Maltene and Asphaltene ratio back to a proper balance. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate.

There was a study by the Naval City Engineering Laboratory, Port Hueneme, CA, Technical Report R – 690, by D.P. Griffin, titled: "Reclamite as a Life Extender for Asphaltic Concrete Pavements". In the conclusion it stated, "The results obtained from the data gathered both in the field and from the laboratory reports show conclusively that Reclamite does prolong the life of asphalt concrete pavements."

This type of treatment is designed to maintain favorable asphalt condition. In order to preserve asphalt pavements staff intends to treat additional streets that have been overlaid within the last seven (7) years. Staff has prepared a map that shows the location of these streets.

On August 29, 2011, a lone bid for this work was received and opened at 2:00 P.M. in the City Clerk's Office. The bid is over budget, but under the engineer's estimate.

The bidder did not sign all the contractor certifications, hold harmless agreement, nor provide a list of approved apprenticeship and training programs. Staff recommends that these technicalities be waived, subject to all information being completed prior to execution of the contract documents.

Reclamite is rejuvenating oil that is a proprietary product. There is one (1) distributor for this area resulting in the lone bid submittal.

Corrective Asphalt Materials, LLC, South Roxana, IL	\$53,766.00
Engineer's Estimate	\$60,420.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the bid was published in the Pantagraph on August 15 and 22, 2011. The project specifications were made available via email from the Public Work's Engineering Division. A pre-bid meeting was held on August 22, 2011.

FINANCIAL IMPACT: On January 10, 2011, Council approved the following budget for the 2011 Pavement Program from the Capital Improvement Fund.

Budget

2011 General Resurfacing – (large streets)	\$1,950,000	78%
2011 Street and Alley Repair	\$ 500,000	20%
2011 Preservative Treatment	<u>\$ 50,000</u>	<u>2%</u>
	\$2,500,000	100%

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch, PE CFM
Director of Public Works

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Financial review by:

Timothy Ervin
Director of Finance

Recommended by:

David A. Hales
City Manager

Alderman Anderson questioned if this product could be used on Downtown streets.

Alderman Stearns described this item as interesting. She questioned if application of this product was a standard practice in other cities. Jim Karch, Director – Public Works, addressed the Council. He did not believe that enough communities were using this product. Most wait to reconstruct/resurface their streets. This product would be another tool in the tool box. He cited Elmhurst, IL which was a community that had twenty-six (26) years of experience with this product. It has been shown to be effective. It was a low cost product. There was an initial application one (1) year after resurfacing. A second application is applied five (5) years later. Asphalt had changed over time and is of a lower quality.

Alderman Stearns cited the condition of the 500 block of E. Chestnut St. It was too late for this block. Mr. Karch noted that City staff started with a sampling of streets. He noted that there were streets in the Downtown that had recently been repaved. This product had shown results. It was a proven product.

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

Motion carried.

Alton Franklin, 5 Andy Ct., Unit 1, addressed the Council. He expressed his opinion that this item sounded good. He questioned the items that were absent from the bid submittal. He questioned the City's liability.

David Hales, City Manager, addressed the Council. He clarified that the vendor would be required to complete all documents prior to contract execution. He believed that it was important to note that this was an innovative and creative product. The City does not have laboratory capabilities. City staff had attempted to find ways to measure and verify the vendor's claims. He believed that this product was cost beneficial.

Motion by Alderman Anderson, seconded by Alderman McDade to return to order.

Motion carried.

Alderman Fruin questioned suspending the rules for a single individual. He believed that there was a better way to address same.

Alderman Fazzini addressed the City's street rating system, (values from one to ten/1 – 10). He questioned at what level this product would be used. Mr. Karch stated that this product would be applied to new pavement. It was another tool in the City's tool box. He believed that this product would enhance the City's street resurfacing program.

Motion by Alderman Fazzini, seconded by Alderman Purcell that the technicality be waived, the bid from Corrective Asphalt Materials, LLC for 2011 Pavement Preservation in the amount of \$53,766 be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

Presentation – Southeast Bloomington Railroad Crossing and Transportation Study.

David Hales, City Manager, introduced this item which would be presented by Hanson Professional Services, Inc., (HPS), staff.

Jim Karch, Director – Public Works, addressed the Council. He noted that the Norfolk Southern Railroad, (NSRR), cut through the City. There were arterial roads which needed to cross the NSRR's tracks. He cited Hershey Rd. as an example. HPS had conducted a travel demand model with a cost benefit analysis. He noted HPS's experience with the NSRR and the Illinois Commerce Commission (ICC). Mr. Karch introduced HPS' staff, (Kurt Bialobreski, Traffic Engineer, and Lucinda Loos, Regional Vice President), who were present to address the Council.

Kurt Bialobreski, Traffic Engineer, addressed the Council. HPS' staff met with City staff to determine the project's main goal, (objectively prioritize capital funding). Two (2) objectives were identified: 1.) railroad crossings and 2.) arterial roadway network. He reviewed the study area and noted the location of the NSRR lines within same. Six (6) alternatives were studied: 1.) Hamilton Rd. (Bunn to Commerce); 2.) Morrissey Dr./Rt. 150 (grade separation); 3.) Hershey Rd. (Morrissey to Hamilton); 4.) Hamilton Rd. (Hershey to Towanda Barnes); 5.) Towanda Barnes Rd., (grade separation); and 6.) Hamilton Rd. (Rhodes Ln. alignment).

Mr. Bialobreski reviewed each alternative. He noted the following issues with the various alternatives. Hamilton Rd. (Bunn to Commerce): the number of tracks and the cost associated with same; negotiations with NSRR and ICC would be required. Hershey Rd. (Morrissey to Hamilton): would provide an arterial network to the south. Hamilton Rd. (Hershey to Towanda Barnes): also an arterial road, has an existing crossing which would need to be aligned with Abraham Rd. Towanda Barnes Rd. (grade separation): would need to be changed. Hamilton Rd. (Rhodes Ln. alignment): does not cross Rhodes Ln.

HPS staff identified the improvements, the traffic volume and performed a cost benefit analysis. HPS staff used the travel demand model. This model examines travel time to arrive at a cost benefit ratio. He also cited the cost of accidents at railroad

crossings. HPS staff also considered environmental impacts. He cited parks, residential development, wetlands, waterways and natural habitats as examples. HPS staff reached out to stakeholders such as State Farm Insurance, Unit 5 School District and Snyder properties. Each stakeholder identified Hershey Rd. (Morrissey to Hamilton) as their number one priority. This alternative also had the highest impact upon travel time.

Mr. Bialobreski addressed the alternatives as ranked by priority. Priority #1. Hershey Rd. (Morrissey to Hamilton): results in reduced congestion and travel times. He also cited life safety issues – George Evans Junior High School. There was one (1) waterway in the area. Priority #2. Hamilton Rd (Bunn to Commerce): complete arterial route. He noted the demand for this road and reduced congestion. May impact a wetland area. Priority #3. Hamilton Rd. (Hershey to Towanda Barnes): significant cost due to the length of pavement needed. Would require the realignment of Abraham Rd.

Mr. Bialobreski noted the travel demands on the City's east side. He cited the eastside corridor study. He believed that in the future there would be significant demand. He also cited environmental displacement of waterways.

All at grade crossings were eliminated. He noted the traffic delay. He added that everything had to be negotiated with the NSRR and/or the ICC. HPS had not received any hard data from NSRR. Currently there were five (5) trains per day utilizing these tracks. He cited Hamilton Rd. (Rhodes Ln. alignment) would be based upon traffic volume. Currently there was no direct access to State Farm. Veterans Pkwy. is used as an alternative.

Mr. Hales noted that Hershey Rd. (Morrissey to Hamilton) was the highest priority. Hamilton Rd. (Bunn to Commerce) was second. He cited the estimated cost of \$11 million. This cost included the relocation of the NSRR's tracks. He questioned HPS's confidence in this figure.

Mr. Bialobreski restated that everything would be negotiated with the NSRR and/or ICC. The goal would be to reach an understanding with the NSRR prior to an ICC hearing. The cost to relocate the railroad tracks was an estimate. Some of these tracks were used for storage. The City would have to provide the same storage capacity. The figures were in 2011 dollars. A bid process would be used for any of these projects. The City would also want to set aside contingency funds. There were too many tracks at this location for an at grade crossing. Bridge cost would be estimated on a cost per square foot. In addition, the City would be responsible for maintenance costs of same. HPS's recommendation was track relocation.

Alderman Purcell questioned the number of tracks. Lucinda Loos, HPS's Regional Vice President, addressed the Council. There was a single main line and four (4) storage tracks. This storage was for Mitsubishi Motors. The City would pay the cost to relocate same. Alderman Purcell questioned at grade crossings. He noted that NSRR preferred crossing that went over or under their tracks. The City needed to cross these railroad tracks. Ms. Loos cited various safety issues for the NSRR. NSRR wanted less railroad

crossings. Grade separation was feasible. Mr. Bialobreski added that the City wanted to cross railroad property. Issues involved safety and liability.

Alderman Anderson presented two (2) questions: 1.) was the City required to build Hershey Rd. and 2.) belief that the need had been document for Hamilton Rd. which had an ongoing issue for years. Mr. Hales noted that the full extension of Hershey Rd. had an estimated cost of \$8.5 million. There would be a transportation summit held in the near future. He believed that the Hershey Rd. (Morrissey to Hamilton) project should be a high priority one due to the high cost. The City needed to work with the McLean County Chamber of Commerce, the Bloomington/Normal Economic Development Council, the Town of Normal, and McLean County. In addition, the City needed to lobby its elected officials at the state and federal levels of government. He also addressed the Hamilton Rd. (Bunn to Commerce) project which had an estimated cost of \$11.5 million. He had heard that there would be a federal highway bill. The City needed to capitalize on these opportunities by completing the design work in order to have shovel ready projects. The City needed to be in a position which it could benefit from when in front of the ICC.

Ms. Loos addressed the ICC petition. HPS staff has worked with the NSRR. The City needed to know its costs and have preliminary design work completed. Mr. Hales noted that the NSRR's response to Hershey Rd. (Morrissey to Hamilton) has been to tell the City to build a bridge. The ICC hearing would be contested by the railroad. The recent development agreement with Snyder extended the Annexation Agreement to the fall of 2012 to allow time for a hearing before the ICC.

Mayor Stockton questioned the number of trains per day. Ms. Loos restated five (5) trains per day, (two/2 during the day and three/3 at night). In the NSRR five (5) year plan these tracks were not cited for improvement.

Alderman Purcell cited the City's experience with the Emerson St. bridge. Ms. Loos restated that HPS has negotiation experience with the NSRR.

Mr. Hales described HPS's Southeast Bloomington Railroad Crossing and Transportation Study (July 22, 2011) report as informational. The City will be able to use this report when making future recommendations. He questioned if the Council had any concerns regarding same. HPS had used interesting techniques when preparing same.

Alderman Stearns questioned how the study was funded and the cost for same. Mr. Karch noted that this item had been approved by Council at their November 8, 2010 meeting. The contract was for an amount not to exceed \$84,705 to be paid with MFT (Motor Fuel Tax) funds. Alderman Stearns questioned if this study was independent of the next item, (professional services agreement with HPS for design of Hershey Rd. from Hamilton to 750' south). Mr. Karch stated that the first study, (professional services agreement with HPS for a travel demand and railroad crossing study) was done prior to the road design. It was an independent study. The Annexation Agreement has requirements regarding Hershey Rd. This next item will not design the road all the way to Morrissey

Alderman Stearns noted that these professional services agreement were not subjected to the City's formal bid process.

Mayor Stockton noted the City's Comprehensive Land Use Plan, (CLUP). In the near future, the Council would be asked to approve the process to update same. He questioned how these two (2) items were related to and the benefit they would play in the updated plan's development. Mr. Hales cited transportation and infrastructure. He also added the impact upon the City's southeast quadrant. Mr. Karch added the City's CLUP had an impact upon the City's projected five (5) year Capital Improvement budget. He believed that the CLUP would show the benefit of Priority #2 Hamilton Rd., (Bunn to Commerce).

Alderman Stearns left the meeting at 9:10 p.m.

The following was presented:

SUBJECT: Professional Services Agreement with Hanson Professional Services Inc. for the Design of Hershey Rd. from Hamilton Rd. to 750' South (Ward 8)

RECOMMENDATION: That the agreement with Hanson Professional Services, Inc., (HPS) for the design of Hershey Rd. from Hamilton Rd. to 750' south, in an amount not to exceed \$248, 376, be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolutions adopted.

BACKGROUND: On February 11, 2002, Council approved an Annexation Agreement with Hershey Grove LLC regarding property on the City's southeast side. Among the provisions of the Agreement was a requirement that the City extend Hershey Rd. to the southern perimeter of the annexed premises within ten (10) years of executing the Agreement and application to the Illinois Commerce Commission (ICC) for a crossing permit of the Norfolk Southern Railroad's (NSRR) tracks which lie across the proposed Hershey Rd. extension within two (2) years of executing the Agreement. For various reasons, including manpower and budget issues, the City was unable to comply with these portions of the Agreement. On August 22, 2011, Council approved a Development Agreement with Hershey Grove LLC which granted the City a time extension to submit an application for a crossing permit to the ICC to allow Hershey Rd. to cross the railroad tracks. The City has committed to file a crossing petition by September 1, 2012, and construct Hershey Rd. across the tracks no later than two (2) years after the receipt date of an order from the ICC allowing the crossing. This agreement with HPS endeavors to fulfill the Development Agreement's requirements to complete the project design and file a crossing petition with the ICC by September 1, 2012.

The design of the Hershey Rd. extension and the NSRR crossing is the second (2nd) phase of a multi-phase design plan for which HPS was selected using the Professional Services Quality Based Selection Process. HPS was selected based in part on their previous design experience with NSRR crossings and for successfully assisting clients in petitioning the ICC for permission

to construct these improvements. HPS has provided quality design services to the City on several projects in the past.

The first (1st) phase of the design involved evaluating the proposed railroad crossings in the City's southeastern portion for crossing types, (at grade, over or under), locations, and traffic impacts. This analysis recommended an at grade crossing of the NSRR at Hershey Rd. and extending Hershey Rd. to Morrissey Dr. near the Unit 5 George Evans Junior High School. This project will extend the road 750' south of its current terminus at Hamilton Rd. The design project will begin to fulfill the City's obligations towards Hershey Rd. under the Development Agreement and further the traffic study's recommendations of extending the road to Morrissey Dr. in the future.

The design contract with HPS includes surveying, planning, and engineering design for the proposed road extension across the railroad to the southern limits of the Hershey Grove property. In addition, HPS will coordinate with the ICC and NSRR with the goal of obtaining permission for an at grade railroad crossing and assist the City in the preparation of applications and petitions as required by same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Snyder Companies, McLean County Unit 5, and State Farm Insurance.

FINANCIAL IMPACT: The professional engineering design services contract with HPS includes a not to exceed maximum of \$248,376. Payment shall be made with Motor Fuel Tax (MFT) Funds, Section No. 10-00347-00-PV, X20300-72530. The approved FY 2012 Capital Improvement Budget includes \$250,000 in MFT Funds for the design of this project. Construction of this section of Hershey Rd. is currently shown in the FY 2013 budget. The project will be delayed due to the time needed to petition the ICC to secure a crossing from the NSRR.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Jim Karch, PE CFM
Director of Public Works

Timothy Ervin
Director of Finance

Todd Greenburg
Corporate Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2011 - 39

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE AGREEMENT WITH HANSON PROFESSIONAL SERVICES,
INC. FOR THE DESIGN OF HERSHEY RD. FROM HAMILTON RD. TO 750'SOUTH
AT A COST NOT TO EXCEED \$248,376**

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

1. That the bidding process be waived and the Mayor and City Clerk be authorized to executed the necessary documents for the design of Hershey Rd. from Hamilton Rd. to 750'south at a cost not to exceed \$248,376.

ADOPTED this 12th day of September, 2011.

APPROVED this 13th day of September, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(MFT RESOLUTION 2011 - 40 AND CONTRACT ON FILE IN CLERK'S OFFICE)

Jim Karch, Director – Public Works, addressed the Council. The Council approved an Annexation Agreement with Hershey Grove LLC on February 11, 2002. On August 22, 2011, the Council approved a development agreement with same which amends the Annexation Agreement. This item will meet the agreements' requirements. Engineering staff used a Request for Quotation process which was quality based. Five (5) firms were interviewed. The price was negotiated.

David Hales, City Manager, addressed the Council. He cited the original scope of the project. Hanson Professional Services, (HPS) will complete the design work, prepare all plans and represent the City before the Illinois Commerce Commission (ICC). He noted that HPS was the author of the transportation study and would be responsible for the street design work. He stated his belief that there would be a contested hearing before the ICC. The City would benefit by having HPS perform all of this work. He viewed the transportation study as Phase A and the design study as Phase B.

Alderman Anderson requested that the contract work be clarified. Mr. Karch noted that HPS would complete the design work for Hershey Rd., handle all of the work related to negotiations with Norfolk Southern Railroad (NSRR) and the petition before the ICC. Mr. Hales restated that the two (2) agreements were interrelated. HPS was familiar with the project and the parties involved.

Alderman Stearns returned to the meeting at 9:15 p.m.

Alderman Stearns expressed her concern regarding this item. She noted that there was no formal bid process used. She questioned the Council's decision on November 8, 2010. She stated her preference that the City's formal bid process be used. She questioned the impact upon the agreement with Hershey Grove LLC if the ICC declines to hear the City's petition. Mr. Hales stated his hope for ICC approval. He cautioned that the City may be required to build a bridge. He hoped the City would prevail and be granted an at grade crossing. Any impact upon the agreement with Hershey Grove LLC would be the subject of future Council discussion. This agreement went beyond the design work. It also included negotiations with the NSRR and hearings before the ICC. He restated his belief that any hearing before the ICC would be contested. He cited the unique situations involved and the complexity of this project.

Alderman Purcell acknowledged that the Annexation Agreement had been approved by the Council in 2002. The City was obligated to move forward.

Motion by Alderman McDade, seconded by Alderman Schmidt that the agreement with Hanson Professional Services (HPS) for the design of Hershey Rd., from Hamilton Rd., to 750' south, in an amount not to exceed \$248,376, be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolutions adopted.

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

Ayes: Aldermen Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Fruin and Purcell.

Nays: Alderman Stearns.

Motion carried.

The following was presented:

SUBJECT: Appeal to City Council for Review of an Administrative Determination by the Zoning Board of Appeals (ZBA)

RECOMMENDATION: That the decision of the ZBA be upheld and the appeal be denied.

BACKGROUND: On May 17, 2011 Planning and Code Enforcement (PACE) staff informed Ifft Fencing that a five foot (5') fence could not be built in the front yard of 1414 Guinness Drive, due to fence height limits in the City Code. On May 24, 2011 a permit was issued for a four foot (4') high fence. In June 2011, the fence contractor was notified of a zoning violation related to a five foot (5') high fence that had been built at 1414 Guinness Dr.

On August 17, 2011, Dan Staver, owner, requested a variation from the Zoning Board of Appeals to allow the fence to remain as constructed. Mr. Staver cited safety concerns for family and pets related to coyotes and assumptions made based on viewing other fences (not located in the Grove Subdivision).

Staff's recommendation of denial is based primarily on two (2) issues: 1.) the petitioner failed to meet the standards findings of fact required to grant a variation and 2.) the establishment of precedence in a new, large subdivision.

The basic premise of the findings is to show hardship meeting the code caused by the physical challenges and characteristics of a site that are out of the ordinary. In this case, staff could not support a variation for a structure that could have been built to the standards as set by City Code. This particular case is more of an instance of a variation being requested to fix a violation rather than meeting the findings of fact.

While each variation request is intended to stand on its own merits, petitioners will naturally and consistently point to other situations in their neighborhoods or adjoining areas, they feel will support their request. In this instance, this is the first case of a fence in excess of four feet (4') being proposed in a front yard of the Grove Subdivision. If this variation is granted, it will open the door for other fences in other front yards in this subdivision, thereby, possibly changing the intended character of the area.

Upon hearing the testimony presented, the Zoning Board of Appeals voted 3 – 3, denying the variation. Four (4) affirmative votes are required for passage.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of this case was published in the Pantagraph on July 30, 2011. Public notice was mailed to adjoining property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director of PACE

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Mayor Stockton introduced this item. Mark Huber, Director – PACE, addressed the Council. He addressed the highlights and background regarding this case. He stated that a permit had been issued for a four foot (4') fence. A five foot (5') fence had been installed as this was prohibited by City Code. He addressed the Findings of Fact which did not provide a reason to support this action. An appeal was filed due to the fact that this case failed to have four (4) affirmative votes. Each case is reviewed on its own merits. This home was located in the Grove on Kickapoo Creek Subdivision. This was a large subdivision. Granting this appeal might set a precedent. He informed the Council that there was another case pending in this subdivision.

Mayor Stockton informed the Council that he had driven by the subject property. This address was a corner lot which was defined as having two (2) front yards. Mr. Huber affirmed.

Alderman Anderson believed this case was different as the homeowner had installed a decorative fence which was not solid. He acknowledged that the rules were not followed but the fence was not visually offensive. Mr. Huber noted that the Code only addressed the fence height. Mayor Stockton added that the adjoining property had installed a four foot (4') fence.

Alderman Schmidt expressed her opinion that the fencing company was the responsible party as it understood the ordinance. Mr. Huber acknowledged that in the past this installer instructed the homeowner to apply for the building permit. In the past, work had been done without a permit. He restated that in this case a permit had been issued for a four foot (4') fence. In reality, a five foot (5') fence had been installed.

Alderman Fazzini noted that this address was within his ward. He had visited with the homeowner. He acknowledged that the fence was five feet (5') tall. He cited staff's concern that the Council might set a precedent in this subdivision. He believed that the Council had the authority to grant an exception. He cited the ZBA vote (3 to 3) which did not provide the Council with an obvious answer. He also noted that the fence was not solid. City ordinance should not be amended.

He addressed the homeowner's concern – coyotes. A five foot (5') fence provided a better barrier. The responsibility laid with the homeowner. The fence installer was also culpable. A building permit was issued. The homeowner's actions were innocent. The homeowner had a neighborhood petition of support.

Motion by Alderman Fazzini, seconded by Alderman McDade to suspend the rules to allow someone to speak.

Motion carried.

Dan Staver, 1414 Guinness Dr., addressed the Council. He cited his original intention to install a four foot (4') fence. He cited his personal experience with coyotes. He

believed that the fence was being installed in his backyard. His issue was protection and safety of his dog. Coyotes can jump a four foot (4') fence. He had his neighbors' support.

Mayor Stockton questioned if the fence installer had provided any advice. Mr. Staver acknowledged his two (2) front yards. The fence was installed after the building permit had been issued.

Alderman Stearns questioned the decision to install a five foot (5') fence. Mr. Staver took responsibility for his actions. The City's decision did not make sense to him. He restated the safety issue.

Mayor Stockton questioned the distance between the fence rails. Mr. Staver acknowledged that a coyote could dig under the fence. He added that there were not any bird feeders in his yard.

Alderman Anderson noted that Mr. Staver took responsibility for his decision to not install the approved/permitted four foot (4') fence and instead to install a five foot (5') one. He expressed his concern that any homeowner located along the City's perimeter may want to install a five foot (5') fence. Mr. Staver stated that the Council would not be setting a precedent. He had had runs in with coyotes.

Alderman Fruin stated that this presented a difficult situation. He expressed his appreciation to Mr. Staver for his honesty. He also had driven past Mr. Staver's residence. He described the fence as attractive and complimentary. He believed that there was shared responsibility. He informed the Council that he had spoken with Alderman Fazzini regarding this item. He questioned the cost to replace the fence with a four foot (4') one.

Alderman McDade questioned the four foot (4') limitation. Mr. Huber restated that the Code limited fence height to four feet (4') in front yards. He noted sight visibility and obstructed views.

Alderman Mwilambwe questioned the state's Department of Natural Resources' (DNR) opinion. Mr. Staver informed the Council that he had contacted DNR. Coyotes were seen as a nuisance and could be relocated.

Alderman Stearns expressed her belief that she had seen six foot (6') fences installed in front yards. She added her personal dislike of stockade fences. Mr. Huber responded that a fence of that height would require a variance. He added that on Oakland Ave. there were homes which fronted on an interior street. These lots also had no access strips along Oakland Ave. as it was a collector street. Six foot (6') fences had been allowed under this situation. Generally, four foot (4') fences were installed in front yards. The decorative posts were not included when determining fence height.

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

Motion carried.

Alderman Anderson stated his intention to vote no. He cited the following reasons for reaching this decision: 1.) there was no definition of decorative fence and 2.) a permit had been issued for a four foot (4') fence.

Mayor Stockton encouraged the Council to be cautious. The Council did not want to be setting a precedent. He questioned if Mr. Staver believed that it was easier to obtain forgiveness. He did not want citizens to view this action as standard practice at the City.

Alderman Fazzini expressed his opinion that a precedent was not being set. There were good reasons to grant this appeal.

Mayor Stockton restated that the building permit stated four feet (4'). He encouraged City staff to have a conversation with the installer.

Alderman Purcell addressed Mr. Staver's concerns. There was wild life within the City.

Alderman McDade did not believe that the Council would be setting a precedent. She noted the appeal process. Cases were heard on a case by case basis. She added that there were coyotes in Ewing Park.

Alderman Stearns noted that this appeal involved a variance. She did not believe that a precedent would be set. She cited past experience regarding a fence at 204 S. Mercer Ave. In that instance, the homeowner also had neighborhood support. She believed that the Council addressed the spirit of the Code.

Alderman Anderson agreed that this appeal involved a variance. He restated that a building permit had been issued. An appeal of a variance should be held prior to the permit being issued.

Motion by Alderman Fazzini, seconded by Alderman Stearns that the decision of the ZBA be overturned and the appeal granted.

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

Ayes: Aldermen Stearns, Mwilambwe, McDade, Fazzini, and Fruin.

Nays: Aldermen Anderson, Schmidt and Purcell.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton noted that Michelle Montel had left WJBC radio. Ryan Denham, who had been with the Pantagraph, was now employed at WJBC. He noted that Ms. Montel extended her appreciation to Council and staff for the level of cooperation received.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the time line for the Council's September 26, 2011 meeting. There would be an Executive Session and a Work Session. The start time for this meeting date would be 5:00 p.m.

He reminded the Council that a reception for City Board and Commission members would be held on Wednesday, September 28, 2011 at the Bloomington Center for the Performing Arts' ballroom. In addition, a Citizens Voice meeting was scheduled for Monday, October 3, 2011 at the Miller Park Pavilion from 6:00 – 7:30 p.m. On October 10, 2011, a Work Session topic would be transportation priorities. He addressed the time line for the Property Tax Levy which would involve Council meetings during the months of October, November and December 2011. The Council would need to address philosophy and specific expenditures. This time line meant that the Council would need to reschedule its December 27, 2011 Regular Meeting to December 19, 2011. An item would appear on the Council's September 26, 2011 meeting agenda. Finally, he recommended that the Council's annual Work Session with the City's state legislators would be scheduled for January 12, 2012.

ALDERMEN'S DISCUSSION: Alderman Fruin recognized Barb Adkins', Deputy City Manager, efforts in addressing the Council's questions prior to the Council meeting.

He also addressed the length of Council meetings. The Council needed to determine when to suspend the rules. Important topics should be addressed in a Work Session.

He addressed this evening's Work Session topic. The entire Council needed information regarding the Fire Training Tower and the Foreign Fire Tax Board, (FFTB). The use of time was a challenge for which there was no easy solution.

Mayor Stockton hoped this issue would be addressed at the Council's Strategic Planning Work Session. The City's Corporation Counsel Office has the Rules of Procedure. He questioned if the City was ready to address the FFTB.

Alderman Fruin believed that the entire Council was concerned about pension costs.

Alderman McDade informed the Council that she would be attending the Illinois Municipal League Conference in Chicago on Saturday, September 17, 2011.

She informed the Council that there had been a meeting between a few members of the Council and Library Board. A second meeting would be scheduled.

She added that she had joined efforts with Alderman Schmidt to develop an internship program involving the City and Illinois State (ISU) and Illinois Wesleyan Universities.

Alderman Mwilambwe noted that on September 25, 2011 Los Pinguos, a band from Argentina, would be performing at the Brown Ballroom at ISU's Bone Student Center. This performance was being cosponsored by the City and ISU. He noted the ticket costs,

(\$8 for adults and \$5 ISU faculty/staff/students and youth). Tickets were available at the Bloomington Center for the Performing Arts' box office and/or web site.

He also questioned if there were City related groups similar to the Miller Park Zoological Society who could spearhead fundraising efforts.

Motion by Alderman Anderson, seconded by Alderman McDade, that the meeting be adjourned. Time: 10:08 p.m.

Motion carried.

**Tracey Covert
City Clerk**