

**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 7:35 p.m., Monday, January 12, 2009.

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

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

Aldermen: Judy Stearns, Kevin Huetten, David Sage, John Hanson, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

Aldermen absent: Jim Finnegan and Allen Gibson.

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

Mayor Stockton noted that two (2) Aldermen were absent this evening. As Mayor, he may have a vote this evening in order to reach a majority.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Opening of One Bid for Gasoline & Diesel Fuel

Bids were received by the City Clerk for Gasoline & Diesel Fuel until December 30, 2008 at 10:00 a.m. There is \$1.1 million budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff requests that the City Council authorize to open the bid at the Meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Opening of One Bid for Demolition of Garage Located at 1419 Eastholme Street

Bids were received by the City Clerk for the Demolition of a Garage Located at 1419 Eastholme Street until December 18, 2008 at 2:00 p.m. There is \$2,600 budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff requests that the City Council authorize to open the bid at the Meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Council Proceedings of June 11, 2007 and October 13, 2008, Executive Session Minutes of October 13, 2008, and Work Session Minutes of December 9, 2008

The Council Proceedings of June 11, 2007 and October 13, 2008, Executive Session Minutes of October 13, 2008, and Work Session Minutes of December 9, 2008 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Huette, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Meeting of June 11, 2007 and October 13, 2008, Executive Session Minutes of October 13, 2008 and Work Session Minutes of December 9, 2008 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, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

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

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

Respectfully,

Barbara J. Adkins
Deputy City Manager

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Huette, seconded by Alderman Schmidt 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, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payments from Various Municipal Departments

1. The fourth partial payment to Technical Design Services in the amount of \$2,951.58 on a contract amount of \$34,386 of which \$29,475 will have been paid to date for work certified as 86% complete for the Application Needs Assessment Project. Completion date – April 2009.
2. The thirty-first partial payment to APACE Architects & Design in the amount of \$2,049.25 on a contract amount of \$349,800 of which \$324,979.75 will have been paid to date for work certified as 93% complete for the Design of Fire Station #5. Completion date – May 2008.
3. The second partial payment to Johnston Contractors, Inc. in the amount of \$70,940.93 on a contract amount of \$367,700 of which \$95,911.83 will have been paid to date for work certified as 26% complete for the McGraw Park – Phase II – Restroom Facilities. Completion date – June 2009.

4. The fifth partial payment to Stark Excavating, Inc. in the amount of \$185,249.55 on a contract amount of \$2,546,249.65 of which \$882,056.81 will have been paid to date for work certified as 35% complete for the McGraw Park – Phase II – General Construction. Completion date – July 2009.
5. The first partial payment to Illinois Department of Transportation in the amount of \$12,027.83 on a contract amount of \$42,604 of which \$12,027.83 will have been paid to date for work certified as 28% complete for the Downtown Main Street Beautification – Front to Washington. Completion date – July 2009.
6. The seventh and final payment to Rowe Construction in the amount of \$209,913.79 on a contract amount of \$2,424,422.50 of which \$2,424,422.50 will have been paid to date for work certified as 100% complete for the 2008-2009 General Resurfacing. Completion date – October 2008.
7. The twenty-seventh partial payment to Clark Dietz, Inc. in the amount of \$1,855.87 on a contract amount of \$330,000 of which \$314,894.11 will have been paid to date for work certified as 95% complete for the Hamilton Road – Timberlake to Main Street. Completion date – January 2009.
8. The third partial payment to CTE in the amount of \$3,018.01 on a contract amount of \$9,350 of which \$8,804.21 will have been paid to date for work certified as 94% complete for the Information Capture. Completion date – February 2009.
9. The first partial payment to Clark Dietz, Inc. in the amount of \$4,523.05 on a contract amount of \$16,500 of which \$4,523.05 will have been paid to date for work certified as 27% complete for the Knowledge Transfer Project – Distribution System. Completion date – December 2008.
10. The twenty-fifth partial payment to Consoer Townsend & Associates in the amount of \$274.50 on a contract amount of \$185,000 of which \$128,228.29 will have been paid to date for work certified as 69% complete for the Electrical Improvements at Lake Bloomington. Completion date – December 2009.
11. The first partial payment to Consoer Townsend in the amount of \$1,276.64 on a contract amount of \$41,760 of which \$1,276.64 will have been paid to date for work certified as 3% complete for the Direct Injection of Carbon Dioxide at Treatment Plant. Completion date – December 2009.
12. The fourteenth partial payment to Consoer Townsend & Associates in the amount of \$3,076.48 on a contract amount of \$74,800 of which \$63,249.39 will have been paid to date for work certified as 89% complete for the In-Line Booster Station at Mitsubishi Motorway. Completion date – December 2008.

13. The second partial payment to Farnsworth Group in the amount of \$2,287.50 on a contract amount of \$103,000 of which \$3,742.50 will have been paid to date for work certified as 0% complete for the Inspection Services for Pipeline Road – Transmission Main Replacement. Completion date – December 2010.
14. The fiftieth partial payment to Farnsworth Group in the amount of \$1,009.50 on a contract amount of \$1,077,688.73 of which \$1,056,485.97 will have been paid to date for work certified as 98% complete for the Design Transmission Water Main to Lake Bloomington. Completion date – February 2009.
15. The thirty-third partial payment to Farnsworth Group in the amount of \$4,981.75 on a contract amount of \$384,300 of which \$381,089.87 will have been paid to date for work certified as 99% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – November 2008.
16. The fifteenth partial payment to Interchange City West, LLC in the amount of \$259,235.50 on a contract amount of \$3,959,722.58 of which \$1,916,548.60 will have been paid to date for work certified as 48% complete for the Wal-Mart Sales Tax Rebate. Completion date – November 2010.

All of the above described payments are for planned and budgeted items previously approved by the City Council. I recommend that the payments be approved.

Respectfully,

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Request to Pay Stark Excavating, Inc. for Emergency Repair of City Sewer at 1308 East Washington Street

It was discovered that the fifteen inch (15") public sewer that crosses the Williams property at 1308 East Washington Street had collapsed and was blocked with debris. As the need for the repairs was urgent to protect the public safety, and due to the location of the sewer and the scope of the work, the Public Service Department requested that the Engineering Department retain a contractor to make the repair. Stark Excavating, Inc. constructed a new manhole for access, replaced fifty-three feet (53') of fifteen inch (15") sewer, re-graded the yard, and reseeded the lawn. A time and materials bill for the work has been submitted in the amount of \$14,965.75. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$14,965.75 to Stark Excavating, Inc. for the repair of the sewer with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Payment of \$107,532.17 to The Grove on Kickapoo Creek, LLC for the City's Share of the Construction Cost of the Twenty Inch, (20"), Water Main from the Current End of the Water Main at The Grove on Kickapoo Creek Subdivision (Phase I) to the Site of the New Benjamin School (Phase II)

On September 26, 2005, Council approved an Annexation Agreement with Eastlake Partners, LLC for the Grove on Kickapoo Creek Subdivision. Eastlake Partners, LLC has changed their name to The Grove on Kickapoo Creek, LLC. The Grove on Kickapoo Creek Subdivision is located on the north side of Ireland Grove Road, approximately one and a half, (1½), miles east of Towanda Barnes Road. The Annexation Agreement obligated the City to reimburse the developers for the City's portion of the water main that was necessary to bring potable water to the site and then to extend the water main easterly to the site of a new grade school. The developer's contractor has started on Phase II of this project, the water main extension to the site of the new Benjamin Grade School at the corner of Ireland Grove Road and County Road 2100 East.

The Grove on Kickapoo Creek, LLC has submitted a request for reimbursement in the amount of \$107,532.17. Staff has reviewed the reimbursement request and finds it to be in order. There are funds available in the Water Department's capital budget for this expense. Staff respectfully recommends that Council approve the payment of \$107,532.17 to The Grove on Kickapoo Creek, LLC with payment to be made from Water Depreciation Funds (X50200-72540).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Payment for Relocation Expenses for David Hales

The Employment Agreement between the City and David A. Hales, Section Eleven D provided for, "The Manager to obtain two quotes from reputable, bonded and insured moving companies engaged in the relocation business and must use the lower quote unless he obtains permission from the City to use the higher estimate. The total costs of relocation reimbursement shall be capped at \$18,000.00 for moving expenses and up to two (2) house hunting trips. If the Manager resigns within one (1) year from his date of hire, such amounts shall be repaid to the City."

Mr. Hales obtained the following quotes for moving household furniture and belongings from Herriman, Utah to Bloomington. The move is scheduled for early January, 2009.

Hutchcraft Van Service, Inc. Normal, IL	\$14,476.82
North American Bloomington, IL	\$16,355.49

Mr. Hales has found the low quote from Hutchcraft Van Service, Inc. to be acceptable. To date he has been reimbursed \$1,615.16 for expenses associated with a house hunting trip and is not expected to have additional house hunting expenses. The low quote of \$14,476.82 and the house hunting expenses of \$1,615.16 total \$16,091.98 which is under the \$18,000.00 established in the Employment Agreement. Staff recommends that the quotation from Hutchcraft Van Service be accepted and payment be approved. Funds are available from account number G1110-79110 – City Manager and Legislation - Community Relations.

Respectfully,

Emily Bell
Director of Human Resources

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve a Contract with Godwin Pumps of America, Inc. for the Purchase of a Sewage Lift Station Emergency By-Pass Pump

Currently, the City does not have a suitable portable pump for emergency use at sewage lift stations. Although most of the existing lift stations have backup generators, a few existing stations do not. Furthermore, generator or pump failure and major maintenance requires the use of a vactor truck, rental equipment or other by-pass methods. These methods have considerable lead time and require extensive man power for setup and operation.

The pump proposed for purchase is trailer mounted and includes a hose rack, float control system and all items necessary for quick setup and automated operation in an emergency situation. In addition, this pump was rented for an emergency situation in 2007. The rental pump was setup and operated by the Public Service Department staff. They were very pleased with the easy setup and operation. Based on this rental experience, purchase of this pump was added to the 2008-2009 budget. In 2007, the purchase price of the pump was approximately \$25,000, therefore, \$26,000 was budgeted for the 08-09 fiscal year. However, the cost has since risen to \$32,810. Staff has investigated purchasing this pump through the State of Illinois Joint Purchasing Contract. This pump or other similar pumps are not available through this system.

Staff respectfully requests that Council waive the formal bidding process and approve the purchase an emergency by-pass pump from Godwin Pumps of America, Inc. in the amount of \$32,810, the Purchasing Agent be authorized to issue a Purchase Order for same and the Resolution adopted. Funds for this purchase will be made from Sewer Equipment Replacement Funds from the Sewer Budget (F52300-72140).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2009 - 02

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF AN EMERGENCY BY-PASS PUMP FOR THE ENGINEERING DEPARTMENT FROM GODWIN PUMPS OF AMERICA, INC. IN THE AMOUNT OF \$32,810

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase an emergency by-pass pump for the Engineering Department from Godwin Pumps of America, Inc. in the amount of \$32,810.

ADOPTED this 12th day of January, 2009.

APPROVED this 13th day of January, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell questioned the cost of the pump and the request to waive the bid process. He believed that the City could obtain a lower price through the competitive bid process. Doug Grovesteen, Director of Engineering, addressed the Council. The City had tested this pump last year and found it to be the best. He was willing to go out for bid if instructed to do so. At this time, the City did not have a back up pump and needed to obtain one as soon as possible.

Motion by Alderman Huette, seconded by Alderman Schmidt that the formal bidding process be waived, the by-pass pump be purchased from Godwin Pumps of America, Inc. in the amount of \$32,810, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Agreement with AmerenIP for Use of Street Light/Utility Poles for Downtown Wireless Network

Staff is seeking Council approval to enter into an agreement with AmerenIP for the use of street light/utility poles in the Downtown area. As part of the Downtown surveillance camera project, staff has been working with AmerenIP for permission to use these poles in support of the wireless network needed to transport the video back to City's facilities. Staff is planning to pilot test multiple wireless networking vendors and multiple types of cameras in order to provide the highest quality video and most functional camera options to Police Department.

As a condition for use of their resources, (for the City's cameras and wireless access points), AmerenIP requires the City to sign a "Master Terms and Conditions for Site License Agreement" and a "Pole Use License Agreement".

Staff has been working with AmerenIP to try to estimate the costs involved in using these poles. However, there are certain costs that AmerenIP is unable to provide until the agreements are signed and they perform the engineering work that will allow them to estimate material and labor costs. These costs are termed "make ready" by AmerenIP, and are a one-time cost. Yearly cost for each pole used is \$15.

Staff respectfully requests Council approve the agreements and authorize the Mayor and City Clerk to execute the necessary documents. Cost for the execution of these agreements will be paid for with funds from the Information Services Repair/Maintenance Building Account (G11610-70510).

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

Illinois

MASTER TERMS AND CONDITIONS FOR SITE LICENSE AGREEMENTS

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MASTER TERMS AND CONDITIONS FOR SITE LICENSE AGREEMENTS

THESE MASTER TERMS AND CONDITIONS FOR SITE LICENSE AGREEMENTS ("Master Terms and Conditions") are made and entered into as of the day of _____, of _____ 2008, ("Effective Date") by and between ILLINOIS POWER COMPANY, d/b/a AmereniP, an Illinois corporation, hereinafter "Licensor," and CITY OF BLOOMINGTON, ILLINOIS, hereinafter "Licensee."

RECITALS

WHEREAS, Licensor owns facilities in the State of Illinois used by Licensor in the distribution of electric power;

WHEREAS, Licensee is a company engaged in the provision of Internet access;

WHEREAS, Licensee has deemed it advantageous to construct a wireless local area network and desires to attach and maintain certain equipment to Licensor's poles ("facilities") for use in its business;

WHEREAS, Licensor may, from time to time, grant a Site License to Licensee on a non-exclusive basis to use certain portions of such distribution facilities for the purpose of locating unmanned radio communications equipment for use in a wireless local area network (collectively, Licensee's "Attachments"); each location which Licensee licenses from Licensor being referred to individually as a "Site" and collectively as "Sites;" and each agreement for a specific Site being referred to as a "Site License Agreement."

NOW THEREFORE, in consideration of the covenants and agreements hereinafter stated, Licensor will issue Site Licenses to Licensee granting permission to install and maintain its Attachments on or in such Sites of Licensor as are specifically designated in the manner prescribed herein, subject to the following terms and conditions:

SECTION A. MASTER TERMS AND CONDITIONS

1. These Master Terms and Conditions contain the basic terms and conditions upon which each Site may be licensed by Licensor to Licensee. When the parties agree on the particular terms for a Site, the parties will execute a completed Site License Agreement substantially in the form attached hereto as Exhibit A. The provisions of these Master Terms and Conditions shall survive the termination of any Site License Agreement granted hereunder until all of the obligations of the Licensee have been met.
2. Each executed Site License Agreement shall be governed by these Master Terms and Conditions and when used herein, the term "Site License Agreement" shall be deemed to include these Master Terms and Conditions.

SECTION B. GRANT OF SITE LICENSE

1. Each request for a Site License Agreement from Licensee shall be in writing and shall include a description of the Site, the Licensor facilities to which Licensee desires access and the Attachments Licensee seeks to install. Within forty-five (45) days of receipt of such request, Licensor will notify Licensee whether it will grant a Site License Agreement with respect to such Site and the cost of any make-ready work that must be performed by Licensor and paid for by Licensee prior to installation of Licensee's Attachments. Nothing in these Master Terms and Conditions shall be deemed a grant of a license or a Site License Agreement or obligation to grant any license in the future. Any such license shall be granted only pursuant to a Site License Agreement, which Licensor may decline to grant at its sole discretion.
2. An approved Site License Agreement shall be subject to all of these Master Terms and Conditions and constitute a limited, non-exclusive license (the "License") to use the Site described in the Site License Agreement for the installation, operation and maintenance of Licensee's Attachments upon and within Licensor's property (the "Adjacent Facilities"). The License shall also include a right of access across Licensor's Adjacent Facilities for purposes of ingress, egress and the connection, maintenance or removal of applicable equipment.
3. The manner in which Attachments may be installed on or adjacent to any structure shall be subject to the prior written approval of Licensor, which approval shall not be unreasonably

withheld or delayed. Licensee shall submit plans to Licensor for analysis, more particularly described in a Site License Agreement, and Licensor's comments shall be sent to Licensee within twenty (20) business days of initial receipt. In the event that Licensor fails to send its comments to Licensee within twenty (20) business days, such plans shall be deemed approved.

SECTION C. USE

1. With the exception of make-ready work, all work performed with respect to Licensee's Attachments installed or to be installed on or in proximity to Licensor's electric facilities shall be performed in a workmanlike manner and only by qualified contractors who have been approved by Licensor. Licensor maintains the right to inspect or otherwise monitor all construction performed by Licensee or its qualified contractors.
2. Licensee shall have the right to remove all or any portion of its Attachments from time to time, but only after securing Licensor's prior written approval, both as to method of removal and who will perform the removal.
3. Once Attachments are installed, Licensee will not make any material alterations to them without obtaining the prior written approval of Licensor. Any alteration that does not increase the size, height or general appearance of the Attachments shall not be deemed to be a material alteration.
4. At Licensor's sole discretion and at Licensee's sole cost, Licensee shall repair any damage to the Site and the immediately surrounding areas and restore the Site and such areas to substantially the same condition that existed prior to any installation, removal, replacement, or maintenance of the Attachments, normal wear and tear excepted.
5. Licensee shall not, except as permitted by a Site License Agreement, use the Sites in any way which interferes with Licensor's operations and the use of the property by Licensor and other licensees.
6. Licensor will work with Licensee to resolve interference to Licensee's Attachments, but only if such interference is due to improper operation of Licensor's facilities. Provided, however, if Licensor's facilities are found to be operating within good engineering design and practice, and meet all applicable regulatory requirements, then (i) the responsibility for resolution of interference problems will be solely that of Licensee, and (ii) any modifications to Licensor's facilities to cure the interference will be at Licensee's sole cost.
7. Licensor reserves for itself, its successors and assigns, the right, privilege and authority to continue to use and occupy the Sites for any purpose whatsoever, including expanding or modifying its facilities presently in place thereon. Licensee accepts these Master Terms and Conditions and all Site License Agreements with this reservation.
8. Licensor may designate reserve space for the future development of electric services and reclaim such space on its Poles, if needed, on sixty (60) days' notice to Licensee. If Licensee is displaced, it may be relocated to another acceptable location, if any, at Licensee's expense. If no

acceptable location exists, then Attachments shall be removed by Licensee at Licensee's expense, or, Licensee shall pay for any modification necessary to continue its access. If Licensee fails to remove Attachments in a timely manner, Licensor shall have the right to remove and/or relocate Attachments at Licensee's expense.

9. Nothing herein shall require Licensor to replace or modify its facilities in order to accommodate the placement of Attachments by Licensee. In the event Licensee's Attachments require the replacement or modification of a Licensor utility structure, and Licensor elects to perform such replacement or modification, the new structure shall conform to all Licensor required standards, and Licensor shall own such replacement or modified structure. Licensee shall pay all costs of such replacement or modification.

SECTION D. PAYMENTS

1. Licensee shall pay to Licensor an annual license fee for each Site in accordance with the fees sets forth in Exhibit B. Within thirty (30) days after Licensor bills Licensee, Licensee will pay to Licensor the annual attachment fee based on Licensor's record of Licensee's number of Attachments for the prior year multiplied by the attachment fee. This reflects Licensor's policy of invoicing for Attachments made during the prior calendar year. Licensor may change the fees and other costs set forth in Exhibit B upon prior reasonable notice to Licensee.

2. Licensee shall reimburse Licensor for make-ready costs associated with preparing the Sites to accommodate Licensee's Attachments, as well as for any additional personal, rental, or real property taxes paid by Licensor as a result of the Attachments' placement or the operation of a Site License Agreement. Licensor shall provide written notice and documentation of such additional taxes on an annual basis as applicable. Licensee shall make such reimbursements within thirty (30) days of receipt of said notice and documentation. In addition, Licensee shall pay any personal property taxes assessed on or any portion of such taxes attributable to, its Attachments.

3. In the event that Licensor discovers Attachments belonging to Licensee installed on Licensor's poles or property for which there is no Site License Agreement, Licensee shall be liable to Licensor for an Unauthorized Attachment Penalty in the amount set forth in Exhibit B.

SECTION E. UTILITIES

1. Payment for electric service to the Site shall be Licensee's responsibility. Licensee, at its sole cost, shall also be responsible for connecting electric service to the Site. Payment for other utility services to the Site shall be Licensee's responsibility.

2. Cost of electric service and additional services not defined in these Master Terms and Conditions will be billed separately by Licensor to Licensee pursuant to Licensor's applicable tariff.

SECTION F. LIENS / SECURITY

1. As a material condition to any Site License Agreement, Licensee shall (i) promptly pay any and all contractors and materialmen providing services and/or materials to the Site(s), and (ii) protect and safeguard the Site(s) and the real property interests of Licensor therein from liens and encumbrances.
2. Licensee shall provide, at Licensor's request, a performance bond or letter of credit in an amount set by Licensor and in a form acceptable to Licensor, to secure the payment of funds which may be due to Licensor by Licensee.

SECTION G. COMPLIANCE WITH LAWS AND REGULATIONS

1. Licensee agrees that it will take all actions reasonably necessary to ensure that access to, and the installation, maintenance and operation of the Attachments shall be in compliance with all applicable federal, state and local laws, ordinances, and regulations. If Licensee receives a notice from any governmental or regulatory authority of any violation or non-compliance, Licensee will notify Licensor as promptly as possible of the nature of such alleged violation or non-compliance and, in consultation with Licensor, immediately take all necessary steps to remedy the same at Licensee's sole cost and expense.
2. Licensee is solely responsible for ensuring that the radiofrequency ("RF") radiation emitted by Licensee's Attachments, alone and/or in combination with any and all other sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and other safety codes, including without limitation, those set forth in Section 1.1310 of the Federal Communications Commission's ("FCC's") rules, as applied in circumstances where there is uncontrolled access to the RF emitting Attachments. Licensee acknowledges and agrees that this is the appropriate standard due to the need for access to the Sites by workers for Licensor and other licensees and the location of the Sites, often in residential and other populated areas.
3. Licensee acknowledges and agrees that it is solely responsible for ensuring compliance with any and all FCC antenna registration requirements with respect to the location of Licensee's antennas or other Attachments. Licensee acknowledges and agrees that Licensor's Sites would not be "antenna structures" within the meaning of the FCC's rules but for the presence of Licensee's Attachments and that Licensor has no obligation of its own to register the Sites with the FCC.
4. Licensee is responsible for all certificates, permits, zoning approvals, neighborhood notification, and other approvals that may be required by any federal, state or local government entity.
5. Should there be significant citizen opposition to the Attachments, Licensor and Licensee shall jointly attempt to mitigate such opposition. Licensor shall cooperate with Licensee in its effort to obtain such approvals. However, Licensor reserves the right to disapprove applications for a Site License Agreement or terminate existing Site License Agreements as a result of such citizen opposition. In the event Licensor terminates a Site License Agreement as a result of

citizen opposition, Licensee shall no longer be obligated under the terms of such Site License Agreement.

SECTION H. LICENSOR'S ADJACENT FACILITIES

1. Licensee recognizes that Licensor will need to use, or otherwise have access to, the Sites or the area surrounding the Sites in conjunction with the operation and maintenance of Licensor's electric distribution system. Licensee agrees to subordinate its rights under this Agreement in favor of Licensor's rights to perform necessary, emergency, or otherwise expedient operations on the Adjacent Facilities.

2. In accessing the Sites for its own purposes, Licensor shall make commercially reasonable efforts to ensure that such access will not cause interruption to Licensee's operation of the Attachments.

SECTION I. MAINTENANCE

1. Licensee shall secure the Sites subject only to Licensor's rights of access pursuant to Section H and Licensee shall keep its Sites and the areas immediately surrounding same in reasonable and orderly condition. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance on the Sites or in the surrounding areas. Licensee shall have sole responsibility for all maintenance to Licensee's Attachments.

SECTION J. ASSIGNMENT AND SUBLICENSING

1. Licensee may not assign these Master Terms and Conditions or any Site License Agreement, or any of the rights conferred herein or therein, nor may Licensee sublicense to, or share the Sites or Attachments with, any third party or any government or public entity without the prior written consent of Licensor.

2. Licensor shall have the right to freely transfer and assign, in whole or in part, all of its interests in the Sites and/or all of its rights and obligations hereunder, and in that event, Licensor's assignee shall fully assume all of Licensor's duties and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor. Licensor shall provide written notice to Licensee of any transfer of Licensor's interest, or any portion thereof, in a Site or Sites or these Master Terms and Conditions whether through sale, assignment, sublease, bankruptcy, reorganization, or mortgage, security interest, pledge, hypothecation or other financing arrangement, or other transfer, which written notice shall be provided not less than ninety (90) days prior to the effective date of the transfer. However, the failure to provide such notification will not act to invalidate the sale, assignment, sublease or other transfer. In the event the Master Terms and Conditions or a Site License Agreement(s) is transferred to a third party, such third party shall be bound by the terms of the Master Terms and Conditions and the Site License Agreement(s) and no such transfer shall diminish Licensee's rights granted hereunder.

SECTION K. FORCE MAJEURE

1. Licensor shall not be liable for any damages, costs, expenses or other consequences incurred by Licensee or by any other person or entity due to circumstances or events beyond the reasonable control of Licensor, including, but not limited to fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of the public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by a customer, or any other circumstances beyond the control and without the fault or negligence of the Licensor (“Force Majeure”). Notwithstanding any Force Majeure condition, Licensee shall remain liable for all amounts owed to Licensor under this Agreement.

SECTION L. NO WARRANTY AS TO SITE CONDITION

1. LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, CONDITION, ZONING, GOVERNMENTAL RESTRICTIONS OR FITNESS FOR A PARTICULAR PURPOSE/USE OF ANY SITE, INCLUDING ANY WARRANTIES AS TO SUBSURFACE CONDITION OR SUBSIDENCE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITES, THE SURROUNDING PROPERTY, ELEVATIONS OR RECEPTION. LICENSOR SHALL, HOWEVER, DISCLOSE TO LICENSEE UPON REQUEST ALL RELEVANT AND NONPROPRIETARY INFORMATION IT MAY HAVE WITH RESPECT TO THE SITES.

SECTION M. INSURANCE AND INDEMNIFICATION

1. Licensee agrees to indemnify and hold harmless Licensor against any and all claims, complaints, or suits brought in any court or administrative forum related to zoning requirements and/or violations of law, including claims, complaints, or suits brought by individuals, home owners’ associations or organizations, arising from the siting of its Attachments on Licensor’s facilities.

2. Licensee agrees to indemnify and hold harmless Licensor against all claims seeking damages for injury (a) due to exposure to radiofrequency energy emitted by Licensee’s antennas, either by employees, contractors, subcontractors or other workers or members of the general public, other than for the negligence or willful misconduct of Licensor or its employees, contractors, subcontractors or other workers, or for their failure to comply with applicable law, regulations, or standards; and (b) for violations of law or regulations related to historic, scenic, and tribal sites in connection with the installation of its Attachments to Licensor’s facilities.

3. Licensee agrees to indemnify and hold harmless Licensor against all claims related to Licensee’s breach of any of its representations or other undertakings set forth herein.

4. Licensee shall exercise due care and take all appropriate safety precautions necessary or advisable for the prevention of accidents, and shall comply with all laws and regulations applicable to the work to be performed hereunder, to avoid damage, loss, or injury of any and all kinds or nature whatever to persons and property.

Licensee waives all claims against Licensor, its affiliates, parents, subsidiaries or successors, their officers, agents and employees for damage to property or Attachments of Licensee arising out of the work performed hereunder, except if such damage was caused by the negligence of Licensor, its officers, employees or agents.

Licensee shall be responsible for any damage to the property of Licensor arising out of the work performed by Licensee, its officers, employees, servants, agents, contractors or subcontractors pursuant to these Master Terms and Conditions and any Site License Agreement.

Licensee shall hold harmless, defend and indemnify Licensor, its officers, employees and agents from and against all claims, liabilities, judgments, costs and expenses for personal injury or death of any person(s) and for damage to the property of any third person(s), arising from the use of the Attachments by Licensee and the work performed hereunder by Licensee, its officers, employees, servants, contractors or subcontractors. This indemnity shall apply whether such death or injury is to the person(s) of any officer(s), agent(s), servant(s), employee(s), contractor(s) or subcontractor(s) of the Licensee, or their properties or to any other person whomsoever.

5. Licensor reserves to itself, its successors and assigns, the right to maintain and operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements.

6. NOTWITHSTANDING ANY PROVISION OF THESE MASTER TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT SHALL LICENSOR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY LICENSEE OR BY ANY CUSTOMER OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY OR OTHERWISE. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE'S SOLE REMEDIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THESE MASTER TERMS AND CONDITIONS, UNDER ANY THEORY OF LAW OR EQUITY, ARE LIMITED TO THE REMEDIES EXPRESSLY PROVIDED FOR HEREIN.

7. Licensee assumes the risk of liability for and shall indemnify, defend, protect and save harmless Licensor with respect to all communications and/or images transmitted by Licensee and its Attachments from and against any and all claims and suits for damages, including punitive damages, or loss for violation of privacy, infringement of copyright, for libel or slander, for business disparagement, for unauthorized use or treatment of other material, and from and against all claims and suits for infringement of patents with respect to the manufacture, use and/or operation of Attachments in combination with Licensor's facilities.

8. Licensee is hereby advised and acknowledges that energized electric lines, which must be avoided, are or may be installed in the vicinity of its Attachments. Licensee shall warn and alert each of its employees, agents or contractors working for it of the existence, location, and nature of the energized electric lines. Any work to be performed by Licensee is undertaken with full knowledge and awareness of and assumption of the risk involved in performing work with the

existence of the energized lines. Licensee shall not permit anyone to work on Licensor's facilities who is not aware of the dangerous nature of electricity, who has not received prior approval from Licensor, or who is not qualified to work in the vicinity of electric facilities. Licensee shall insure that adequate equipment is provided for working in the vicinity of electric facilities, and shall provide adequate supervision and assistance for such workers so as to avoid accidental contact with hazardous electric facilities.

9. Licensee will promptly notify Licensor and other licensees of any damage caused to their facilities or equipment and shall notify Licensor and other licensees of any claims or damages of any kind directly or indirectly associated with its Attachments.

10. Licensee and each of its contractors or agents shall carry insurance naming Licensor, its subsidiaries and affiliates as additional insured parties on a primary and non-contributory basis, of (i) commercial general liability insurance in an amount not less than Three Million Dollars (\$3,000,000) combined single limits as to any one occurrence, Ten Million Dollars (\$10,000,000.00) annual aggregate, and (ii) punitive damage coverage in an amount not less than the amounts provided for in the commercial general liability policy referenced herein.

Licensee and its contractors shall also carry "Workers' Compensation" insurance with limits no less than required by law, employer's liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per accident or disease, and shall require its contractors and subcontractors to do the same. Licensee and its contractors shall also obtain Comprehensive Auto Liability insurance with combined single limits of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. The policy shall include coverage for all owned, non-owned and hired vehicles. All insurance required shall be effective as to any occurrence during the term of these Master Terms and Conditions. Licensee and all subcontractors shall require their insurance carrier to waive all rights of subrogation against Licensor, its directors, officers, agents and employees and against other contractors and subcontractors.

Prior to installing any Attachments pursuant to these Master Terms and Conditions to any of Licensor's facilities, Licensee shall furnish Licensor certificates of insurance evidencing coverage as required herein which shall provide that the certificate issuer shall send notice to Licensor of cancellation or termination of any insurance coverage to Licensor. Licensee or its contractors shall not cancel or change any such policy except with thirty (30) days' written notice (by First Class mail) to Licensor. Said certificates shall be addressed to:

Ameren Services
Attn: Manager — Real Estate
P.O. Box 66149 (Mail Code 700)
St. Louis, MO 63166-6149

Nothing contained in this insurance provision shall operate to relieve Licensee from its duties to Licensor under the indemnity provisions of these Master Terms and Conditions.

Prior to renewal of the policies described herein, Licensee shall request of Licensor and Licensor shall provide to Licensee, Licensor's preferred list of trial attorneys. Licensee shall use commercially reasonable efforts to obtain approval of Licensor's use of such attorneys prior to purchasing said insurance policies.

11. The, obligations of this Section shall survive the expiration or other termination of these Master Terms and Conditions and any Site License Agreement.

SECTION N. NOTICES

Any notice, communication, request reply or advise in these Master Terms and Conditions provided or permitted to be given, make of accepted by either party to the other must be in writing and shall effectively be given if sent by certified mail, postage prepaid and return receipt requested, or by overnight courier, or if sent by facsimile transmission and confirmed, or if delivered in person to such party, as the address designated below or to such other address as may be designated from time to time:

If to Licensor, to:

General Counsel
Illinois Power Company
d/b/a AmerinIP
One Ameren Plaza
PO Box 66149
1901 Chouteau Avenue
St. Louis, MO 63166-6149
Phone: (314) 554-2098
Fax: (314) 554-4014

If to Licensee, to:

City of Bloomington
Attn: Mr. Scott Sprouls
Director, Information Services
109 E. Olive
Bloomington, IL 61701
Phone: (309) 434-2473

SECTION O. TERM AND TERMINATION

1. These Master Terms and Conditions shall have a term from the Effective Date until the expiration or termination of the last outstanding Site License Agreement.

2. Site License Agreements shall commence as of the date of execution by both parties ("Commencement Date"), and each Site License Agreement shall expire on the fifth (5th) anniversary of the Commencement Date. At the conclusion of the initial five (5) year term ("Initial Term"), each License shall automatically renew for successive periods of one (1) year

("Renewal Term"), unless either party provides six months written notice to the other that the Site License Agreement shall terminate upon expiration of the then-current term.

3. These Master Terms and Conditions and any or all Site License Agreements may be terminated by Licensor if Licensee (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) becomes insolvent or unable to pay its obligations as they accrue, or (iv) becomes subject to direct control by a trustee, receiver or similar authority.

4. If Licensee shall fail to comply with any of the provisions of these Master Terms and Conditions or any Site License Agreement, and shall fail to correct such default, non-compliance or breach within thirty (30) days after written notice from Licensor, Licensor may, at its sole option, (i) terminate these Master Terms and Conditions, (ii) terminate the Site License Agreement covering the facilities as to which such default, non-compliance or breach shall have occurred, (iii) require the default or breach to be corrected and decline to permit installation of additional Attachments until all breaches have been corrected, or (iv) remove, relocate or rearrange the affected Attachments at Licensee's expense. Licensor shall be entitled to seek equitable relief in order to enforce any of its remedies provided for herein.

5. In the event of termination of these Master Terms and Conditions or any Site License Agreement, or any of Licensee's rights, privileges or authorizations hereunder or thereunder, Licensee shall remove impacted Attachments immediately from Licensor's facilities; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to the terms of these Master Terms and Conditions to Licensor until such Attachments are actually removed. In the event that Licensee does not remove Attachments with respect to individual Site License Agreements that have been terminated within sixty (60) days, or in the event that Licensee does not remove Attachments within sixty (60) days after termination of these Master Terms and Conditions, Licensor shall have the following options: (i) Licensor may elect, in writing, to accept ownership of the Attachments at no cost to Licensor, in which case Licensee shall furnish a proper bill of sale to Licensor, or (ii) Licensor may elect to remove Licensee's Attachments and deliver same to Licensee, all at Licensee's expense. Licensee shall indemnify and hold harmless Licensor against any claims related to Licensor's removal of such Attachments.

SECTION P. SUBORDINATION

1. These Master Terms and Conditions and each Site License Agreement shall be subordinate to any lien of any mortgage or deed of trust heretofore or hereafter placed upon the Adjacent Facilities, to any and all advances made or to be made thereunder, to the interest on the obligations secured thereby, and to all renewals, replacements and extensions thereof.

2. Licensee covenants and agrees to execute and deliver upon demand without charge therefore, such further instruments evidencing subordination of these Master Terms and Conditions and each Site License Agreement to the lien of any such mortgages or deeds of trust as may be required by Licensor or the purchaser of the Adjacent Facilities provided that such lienholder agrees in writing not to disturb Licensee's use and possession of a Site as long as Licensee shall not be in default hereunder.

SECTION Q. MISCELLANEOUS

1. These Master Terms and Conditions, all Exhibits attached hereto, each Site License Agreement and all other items expressly referenced by each Agreement, constitute the entire agreement and understanding between the parties hereto; supersede all prior negotiations, proposals, representations, statements or agreements, written or oral; and shall not be amended except by written instrument duly executed on behalf of each party by an officer of such party. No waiver of any term or condition is valid unless it is in writing and signed by an officer of the party charged with the waiver. A valid waiver is limited to the specific situation for which it was sought.
2. These Master Terms and Conditions shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, and, to the extent the assignment is approved in advance in writing by Licensor hereunder, Licensee's assigns. The paragraph headings of these Master Terms and Conditions are for convenience only and shall not be construed as part of these Master Terms and Conditions.
3. These Master Terms and Conditions have been negotiated and agreed to voluntarily by the parties and their respective counsel and will be interpreted fairly in accordance with their provisions and without any strict construction in favor of or against either party.
4. Each party represents and warrants to the other that (i) it has full right, power and authority to execute these Master Terms and Conditions and has the power to grant all rights hereunder; (ii) its execution and performance of these Master Terms and Agreements and each Site License Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of these Master Terms and Conditions, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law of the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree. The parties have entered into these Master Terms and Conditions voluntarily and in good faith, as a result of arm's length negotiations, and not as a result of any federal or state obligation on Licensor to permit access to or use of the Sites.
5. Licensor does not represent or warrant that it has the right to grant to Licensee the use of any right of way or easement upon which Licensor's facilities are located, nor to defend Licensee in the use of same. Licensee represents and warrants that it has obtained and shall maintain all required consents, easements and property rights from public or private landowners or other persons to erect, operate, maintain and use its Attachments. Licensee represents and warrants that it is qualified to do business in the state of Illinois and that it possesses all necessary franchises, licenses, certifications, consents or other federal, state or local authorizations (collectively, the "Required Authorizations") that may be required for the conduct of the business to be operated by Licensee using the Attachments and that Licensee shall take all action necessary to maintain, comply with and keep in full force and effect the Required Authorizations. Upon request, Licensee shall provide Licensee with copies of all Required Authorizations.

6. Failure of either party to enforce or insist upon compliance with any of these Master Terms and Conditions, or to give notice or declare these Master Terms and Conditions or the rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

7. In the event that any term or provision of these Master Terms and Conditions is found to be unenforceable for any reason, Licensor, at its sole option, may declare the remainder of these Master Terms and Conditions and all Site License Agreements to be null and void, or may, in its sole discretion, waive any such provision found to be ineffective and enforce the remaining provisions of these Master Terms and Conditions.

SECTION R. CONFLICT OF LAWS

1. These Master Terms and Conditions and each Site License Agreement shall be governed by and construed in accordance with the internal laws, and not the law of conflicts of law, of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed these Master Terms and Conditions as of the date first above written.

LICENSOR

ILLINOIS POWER COMPANY
d/b/a AmerenIP

By: Dennis W. Weisenborn
Vice President

ATTEST:

Assistant Secretary

LICENSEE

CITY OF BLOOMINGTON,
ILLINOIS

By: Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

(EXHIBIT A. SITE LICENSE AGREEMENT ON FILE IN CLERK’S OFFICE)

EXHIBIT B

Schedule of Fees

ANNUAL LICENSE FEES PER SITE

Per Pole:

MAKE READY COSTS

Per Site: To be quoted by Licensor on a fully-loaded actual cost basis in advance of construction by Licensee.

UNAUTHORIZED ATTACHMENT PENALTY

Per Unauthorized Attachment: A sum equal to 5 times the annual license fee that would have been applicable had the Attachments been covered by a Site License Agreement, plus interest.

**POLE USE
LICENSE AGREEMENT
AMERENLP**

POLE USE LICENSE AGREEMENT

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POLE USE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2008, by and between ILLINOIS POWER COMPANY d/b/a AmerenIP, an Illinois corporation, hereinafter called “Licensor”, and CITY OF BLOOMINGTON, ILLINOIS, hereinafter called “Licensee”.

WITNESSETH:

WHEREAS, subject in all instances to Illinois law and the terms of this Agreement and to considerations of Licensor’s service requirements including considerations of capacity, safety, reliability, and generally applicable engineering purposes, Licensor shall allow Licensee or its qualified contractor to install Attachments on Licensor’s Facilities;

WHEREAS, Licensor is willing to permit Licensee to place and maintain said Attachments on said Facilities, subject to the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter stated, Licensor will issue permits to Licensee granting permission to install and maintain Attachments on such Facilities of Licensor as are specifically designated in the manner prescribed herein, subject to the following terms and conditions:

SECTION A. DEFINITIONS

1. Licensor’s “Facility” or “Facilities” shall include any of Licensor’s distribution poles.
2. “Joint User” means any public utility, governmental body or other entity that owns poles to which Licensor is extended or may hereafter be extended joint use privileges or to whom Licensor has extended or may hereafter extend joint use privileges of Licensor’s poles.
3. “Licensee” shall have the meaning set forth in the preamble to this Agreement.

4. "Other Licensee" means any entity, other than Licensee or a Joint User, to whom Licensor has extended or hereafter shall extend the privilege of utilizing Licensor's Facilities, including entities furnishing telecommunications services.

5. "Licensor" includes Illinois Power Company d/b/a AmerenIP.

6. "Pole" means a distribution system pole owned or jointly used by Licensor for the distribution of electricity 600 volts or less (secondary only poles - no primary) and/or street light standard.

7. "Attachments" means all surveillance cameras and associated hardware and equipment reasonably necessary for the installation and operation of said surveillance cameras, owned and/or utilized by Licensee that occupy Licensor's Facilities.

8. "Make-Ready Work" means all work, as reasonably determined by Licensor, including, but not limited to, rearrangement and/or transfer of existing facilities required to accommodate the Attachments and to meet the National Electrical Safety Code (NESC), or other reasonable requirements of Licensor. Such work includes, but is not limited to, inspections, surveys, engineering, permits and construction.

9. "Transmission Facilities" means Licensor's electric supply lines and support structures operated at, or above, 100 kilovolts (kV).

SECTION B. GENERAL PROVISIONS

1. No use, however extended, of Licensor's Facilities or payment of fees or charges required under this Agreement shall create or vest in any attaching party any ownership or property rights in the Facilities, but the rights granted shall be and remain a mere license. This Agreement shall not constitute an assignment or apportionment of any of Licensor's rights to use the public or private property at the location of its Facilities. Nothing herein contained shall be construed to compel Licensor to maintain any of its Facilities for a period longer than is necessary for its own service requirements.

2. Licensor does not represent or warrant that it has the right to grant to any Licensee the use of any right of way or easement upon which Licensor's Facilities are located, nor to defend Licensee in the use of same. To the extent Licensor has the authority to do so under applicable law and the agreements and other documents governing its use of the right of way or easement, Licensor shall grant Licensee access to all rights-of-way owned or controlled by Licensor upon which its Facilities are located (exclusive of Transmission Facilities).

3. Licensor assumes or accepts no responsibility or obligation to maintain its Facilities in any manner inconsistent with its then current maintenance practices due to the presence of Attachments. Furthermore, Licensor may elect to abandon in place its own Facilities despite the existence of Attachments thereon or therein, with no assumption of liability whatsoever.

4. As a condition precedent to the granting of any permit hereunder, Licensee shall have the appropriate authority to erect and maintain Attachments within public streets, highways, alleys and thoroughfares and shall secure any and all necessary consents from state, federal, municipal or other public authorities or from the owners of private lands and property involved, to construct and maintain Attachments at locations it desires to use. Upon the request of Licensor, Licensee shall submit evidence satisfactory to Licensor that it has the appropriate authority and has obtained all required consents. Licensee shall indemnify Licensor against all loss and expense, including reasonable attorney's fees, which may result from claims of governmental bodies, owners of private property or others that Licensee had not a sufficient right or authority for placing and maintaining Attachments at the locations of Licensor's Facilities.

5. No permit granted under this Agreement shall extend to any of Licensor's Facilities to the extent Licensor does not have the right to grant such rights or where the placement of facilities would result in a forfeiture of rights of Licensor to occupy the property affected. If the existence of Attachments on Licensor's Facilities would cause a forfeiture of the right of Licensor to occupy such property or if the use of any Facility is forbidden by governmental authorities or property owners, Licensee agrees to remove Attachments forthwith upon notification by Licensor. If said Attachments are not so removed, Licensor may perform such removal without liability on its part. Licensee agrees to pay Licensor, or its agents or contractors, the cost thereof and for all losses or damages that may result.

6. No permit under this Agreement shall extend to any of Licensor's Transmission Facilities.

7. The fees referenced in this Agreement shall be as set forth in Exhibit A.

8. This Agreement allows attachment to Licensor's Facilities of Attachments for those entities and those services for which Licensor is required under Illinois law to permit attachment, and for those entities and for those services for which Licensor, in its sole discretion, provides access.

9. The parties agree that Licensor will issue permit(s) to Licensee only when Licensor determines, in its sole judgment, that such permit(s) should not be denied for (i) insufficient capacity, or (ii) for reasons of (a) safety, (b) reliability, or (c) generally applicable engineering purposes.

10. This Agreement shall apply to all of Licensee's affiliates. Licensee's current affiliates are listed on Exhibit B hereto and Licensee agrees to notify Licensor in writing as new affiliates are added. Affiliate shall mean an entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Licensee.

11. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use Licensor's Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific permits issued pursuant to this Agreement.

SECTION C. GENERAL REQUIREMENTS FOR ACCESS

1. Licensee shall not begin attaching any of its Attachments to any of Licensor's Facilities without first making application for a permit and obtaining written approval of the permit from Licensor.

2. Licensee shall submit its application on Licensor's form, which form may be modified from time to time by Licensor, prior to installing or modifying any Attachments on any Pole. Licensor may review the design, strength and loading characteristics of the Pole and notify Licensee whether Licensor will permit the proposed use by Licensee of such Pole pending any necessary rearrangements and/or Pole replacements. If such permission is granted (via return, by Licensor, of an approved application), Licensee shall have the right to use such Pole in accordance with the terms of this Agreement and any further direction by Licensor concerning the location and design of Attachments. Licensor's review of Licensee's application may include, at Licensor's option, inspections of the Pole(s) involved both before and after installation of Attachments. If Make-Ready Work is necessary to prepare any Poles for Attachments, Licensee shall pay for the Make-Ready Work in advance and Licensee shall not attach any Attachments to such Poles until Licensee receives notice from Licensor that the Make-Ready Work is completed. Licensee may hire a third-party contractor, acceptable to Licensor, to perform the Make-Ready Work except to the extent such Make-Ready Work involves Pole replacement or adjustments to Licensor's electric power distribution attachments to its Facilities. Licensor shall use reasonable efforts to complete its review of an application as quickly as possible.

3. No Attachments by Licensee or a third party shall be permitted in the power space or safety space defined by the NESC, except as approved by Licensor. All Attachments, including temporary Attachments, shall comply with the current edition of the NESC.

4. Licensor may designate reserve space for the future development of electric services and reclaim such space on its Poles, if needed, on sixty days' notice to Licensee. If Licensee is displaced, it may be relocated to another acceptable location, if any, at Licensee's expense. If no acceptable location exists, then Attachments shall be removed by Licensee at Licensee's expense, or, Licensee shall pay for any modification necessary to continue its access. If Licensee fails to remove Attachments in a timely manner, Licensor shall have the right to remove and/or relocate Attachments at Licensee's expense.

5. Licensees are advised that certain risks may be present in the installation, operation and maintenance of its Attachments. Any work by Licensee shall be performed with full knowledge and acceptance of the risks involved. Individuals involved in the installation or maintenance of the Attachments shall be knowledgeable regarding the installation, construction and operation of the Attachments and the dangers involved with working in the vicinity of energized equipment and lines. Upon request, Licensee shall annually provide Licensor documentary evidence that the qualifications of these individuals are current and their training is ongoing. The requirements of this paragraph shall be included in any agreement between Licensee and its subcontractors.

SECTION D. INSTALLED FACILITIES

1. Licensee shall, at its own expense, install all Attachments in a safe condition and maintain the same in good repair, and any reasonable manner suitable to Licensor and so as not to conflict with the use of said Pole by Licensor, Joint Users, or Other Licensees, or interfere with the use of facilities thereon or which from time to time may be placed thereon. Licensee shall inspect its Attachments on a routine basis, in accordance with NESC requirements, in order to ensure compliance with the terms of this Agreement.

2. When a license is issued pursuant to this Agreement, Attachments shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the American National Standards Institute, National Electrical Code (NEC), the NESC, and the Illinois State Electric Code, each of which is incorporated by reference in this Agreement, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA) and in compliance with any lawful rules or orders now in effect or that may hereafter be issued by Licensor or other authority having jurisdiction. Without limiting the foregoing, Licensee agrees that Attachments will be installed in compliance with all applicable spacing requirements, with appropriate vertical clearances and clearance to overhead electric lines and equipment and consistent with generally applicable engineering requirements. Nothing contained in this Agreement shall be construed as a grant of authority to Licensee or any person(s) acting under Licensee to take or perform any act in violation of the NESC.

3. Licensee must furnish, own, install, operate and maintain Attachments at its own expense.

4. Licensee will at all times comply with all applicable laws and regulations and, at its sole cost and expense, secure and maintain all permits, licenses, land rights, easements and approval of third parties necessary for the construction, installation, operation, maintenance and removal of its Attachments.

5. Licensee shall make no modification to any equipment or facilities not owned by it or to any of Licensor's Facilities without first having obtained Licensor's written consent.

6. Any inspections, whether made or not by Licensor, shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement for its Attachments.

7. In the event that Attachments are found to be interfering or in conflict with existing equipment, facilities or attachments of Licensor or Other Licensees, or if any Attachments interfere with the service needs of Licensor, or a Pole becomes inadequate to support Licensee's Attachment(s), and such interference or inadequacy of the Pole is due to Licensee's Attachment, then in Licensor's reasonable discretion, either: (a) Licensee shall relocate Attachments to another acceptable location, if any, at Licensee's expense, or (b) Licensor may arrange to relocate, replace or remove Attachments and Licensee shall reimburse Licensor for the expense thereby incurred. If no acceptable location exists, then Attachments shall be removed, or, Licensee shall pay for any modification necessary to continue its access.

SECTION E. CHARGES FOR SERVICE AND PAYMENT TERMS

1. Licensee shall pay the attachment fees each year set forth in Exhibit A for each of its Attachments. Equipment attached for any period of time during a calendar year will be counted as an Attachment for such year. Within thirty (30) days after Licensor bills Licensee, Licensee will pay to Licensor an estimated annual attachment fee based on Licensee's estimate of its number of Attachments for the then-current year multiplied by the attachment fee. Licensee will also prepare a report reconciling the actual attachment fee for the previous year against the estimated annual attachment fee that Licensee paid to Owner for such previous year. If the actual annual attachment fee for the previous year exceeds the previous year's estimated annual attachment fee, then Licensee will include payment for the difference. If the actual attachment fee for the previous year is less than the previous year's estimated annual attachment fee, then Licensor will credit Licensee's account for any overpayment.

2. Once per calendar year, Licensor may, upon at least sixty (60) days' prior written notice to Licensee, make changes or amendments to the Fees set forth in Exhibit A. Notwithstanding any other provision of this Agreement, Licensee may then terminate this Agreement at the end of such notice period if the change in fees is not acceptable to Licensee by giving Licensor written notice of its election to terminate this Agreement at least ten (10) days prior to the end of the notice period. All fees contained in Exhibit A are in effect and payable until adjusted. If the fee increase is at any time other than in conjunction with the annual billing provided for in SECTION E. on the effective date of the Fee increase, Licensee shall pay Licensor an amount equal to (i) the number of its Attachments times (ii) the amount of the increase times a fraction, the denominator of which is 365 and the numerator of which is the number of days from and including the effective date of the Fee increase through the last day of the calendar year.

3. Unless otherwise specified, all charges shall be due in full to Licensor within thirty (30) days of billing.

4. A carrying charge equal to the lesser of 1.5% per month or the maximum amount allowed by law shall accrue on any outstanding balance owed Licensor after thirty (30) days.

5. Licensee will be responsible for Licensor's attorney's fees and costs incurred in connection with enforcement of any provision of this Agreement.

SECTION F. PAYMENT AND LIENS

Licensee shall promptly pay for all charges for work and materials in connection with Licensee's Attachments and Equipment or Facilities, and shall promptly pay all taxes levied in connection therewith and Licensee shall hold Licensor's property harmless from any associated liens or encumbrances.

SECTION G. PROTECTION AGAINST ACCIDENTS/DAMAGES/INDEMNIFICATION

1. The Licensee shall exercise due care and take all appropriate safety precautions necessary or advisable for the prevention of accidents, and shall comply with all laws and regulations applicable to the work to be performed hereunder, to avoid damage, loss, or injury of any and all kinds or nature whatever to persons and property.

The Licensee waives all claims against Licensor, its affiliates, parents, subsidiaries or successors, their officers, agents and employees for damage to property or Attachments of Licensee arising out of the work performed hereunder, except if such damage was caused by the negligence of Licensor, its officers, employees or agents.

The Licensee shall hold harmless, defend and indemnify Licensor, its officers, employees and agents from and against all claims, liabilities, judgments, costs and expenses for personal injury or death of any person(s) and for damage to the property of any third person(s), arising out of this contract and the work to be performed hereunder, except if such damage was caused by the negligence of Licensor, its officers, employees or agents. This indemnity shall apply whether such death or injury is to the person(s) of any officer(s), agent(s), servant(s) or employee(s) of the Licensee, or their properties or to any other person whomsoever.

The Licensee shall be responsible for any damage to the property of Licensor arising out of the performance of the work, except if such damage was caused by the negligence of Licensor, its officers, employees or agents.

2. Licensor reserves to itself, its successors and assigns, the right to maintain and operate its Facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor will not be liable to Licensee, Licensee's customers, or any others for any interruptions of service to Licensee, or for interference with operation of its Attachments arising in any manner, out of use of Licensor's Facilities hereunder, and Licensee shall indemnify, defend, protect and save harmless Licensor from any and all claims, demands, suits, judgments, liabilities, loss, damages, including punitive damages, court costs and expenses, including attorney's fees, in any manner arising therefrom.

3. Licensee assumes the risk of liability for and shall indemnify, defend, protect and save harmless Licensor with respect to all communications transmitted by Licensee from and against any and all claims and suits for damages, including punitive damages, or loss for infringement of copyright, for libel or slander, for business disparagement, for unauthorized use or treatment of other program material, and from and against all claims and suits for infringement of patents with respect to the manufacture, use and or operation of Attachments in combination with Licensor's Facilities.

4. Licensee is hereby advised that energized electric lines, which must be avoided, are or may be installed in the vicinity of its Attachments. Licensee shall warn and alert each of its employees or contractors working for it of the existence, location, and nature of the energized electric lines. Any work to be performed by Licensee is undertaken with full knowledge and awareness of and assumption of the risk involved in performing work with the existence of the energized lines. Licensee shall not permit anyone to work on Licensor's Facilities who is not aware of the dangerous nature of electricity or who is not qualified to work in the vicinity of

electric facilities. Licensee shall insure that adequate equipment is provided for working in the vicinity of electric facilities, and shall provide adequate supervision and assistance for such workers so as to avoid accidental contact with hazardous electric facilities.

5. Licensee will promptly notify Licensor and other Licensees of any damage caused to their Facilities or equipment and shall notify Licensor and other Licensees of any claims or damages of any kind directly or indirectly associated with Attachments.

6. Licensee and each of its contractors shall carry insurance naming Licensor, its subsidiaries and affiliates as additional insured parties on a primary and non-contributory basis, of (i) commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits as to anyone occurrence and One Million Dollars (\$1,000,000) in the aggregate with respect to bodily injury, including death, and property damage. (ii) Licensee and its contractors shall also carry "Workers' Compensation" insurance, with limits no less than required by law, employer's liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per accident or disease, and shall require its contractors and subcontractors to do the same. (iii) Licensee and its contractors shall also obtain Comprehensive Auto Liability insurance with combined single limits of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. The policy shall include coverage for all owned, non-owned and hired vehicles. (iv) Licensee shall also carry Excess Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) applying excess of the above-required insurance except for Workers' Compensation. All insurance required shall be effective as to any occurrence during the term of this License. Licensee and all subcontractors shall require their insurance carrier to waive all rights of subrogation against Licensor, its directors, officers, agents and employees and against other contractors and subcontractors. Licensor may, upon at least sixty (60) days' written notice to Licensee, make changes or amendments to the coverage limits set forth above.

Prior to installing any Attachments under this Agreement to Licensor's Facilities, Licensee shall furnish Licensor certificates of insurance evidencing coverage as required herein which shall provide that the certificate issuer shall give at least thirty (30) days' written notice to Licensor prior to cancellation or termination of any insurance coverage. Said certificates shall be addressed to:

Ameren Services
Attn: Manager - Real Estate
P.O. Box 66149 (Mail Code 700)
St. Louis, MO 63166-6149

Nothing contained in this insurance provision shall operate to relieve Licensee from its duties to Licensor under the indemnity provisions of this License.

SECTION H. ASSIGNMENT

1. Licensee will not assign, transfer or sublet this Agreement or any part thereof or the privileges granted thereby, and this Agreement shall not inure to the benefit of Licensee's

successors, without Licensor's prior written consent. This Agreement shall inure to the benefit of and be binding upon the parties' successors and assigns.

2. In the event such consent or consents are granted by Licensor, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

3. Licensor may, at its discretion, require that a new Agreement or license be signed by the successor rather than assigning rights under the existing Agreement.

4. Licensee shall not sub-license to a third party Licensor's Facilities. Such action shall constitute a breach of this Agreement.

SECTION I. REQUIREMENTS FOR ATTACHMENT TO POLES

1. Licensee shall locate Attachments below the communication space as designated by the NESC.

2. Licensee shall have the obligation and duty to verify that the service requirements of Joint Users or Other Licensees will not be disrupted.

SECTION J. TERMINATION OF THE AGREEMENT

1. This Agreement may be terminated: (a) by mutual consent, or (b) by either party by giving the other party at least sixty (60) days' prior written notice of its intent to terminate, or (c) by a party if the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) becomes insolvent or unable to pay its obligations as they accrue, or (iv) becomes subject to direct control by a trustee, receiver or similar authority.

2. If Licensee shall fail to comply with any of the provisions of this Agreement, or shall default or breach any of its obligations hereunder and shall fail to correct such default, noncompliance or breach within thirty (30) days after written notice from Licensor, Licensor may, at its sole option, (i) terminate the Agreement, (ii) terminate the permit covering the Poles as to which such default, non-compliance or breach shall have occurred, (iii) require the default or breach to be corrected and decline to permit additional Attachments until all breaches have been corrected, or (iv) remove, relocate or rearrange the affected Attachments at Licensee's expense. Licensor shall be entitled to seek equitable relief in order to enforce any of its remedies provided for herein.

3. In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall remove Attachments immediately from Licensor's Facilities; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to Licensor until such Attachments are actually removed. In the event that Licensee does not remove Attachments with respect to permits that have been terminated within sixty (60) days, or in the event that Licensee does not remove Attachments within sixty (60) days after termination of the entire Agreement, Licensor shall have an option.

Licensor can elect, in writing, to accept ownership of Attachments at no cost to Licensor, in which case Licensee shall furnish a proper bill of sale. Or Licensor can elect to remove Licensee's Attachments and deliver same to Licensee, all at Licensee's expense.

SECTION K. ATTACHMENT REMOVAL

Should Licensor under any applicable provision of this Agreement remove Attachments from Licensor's Facilities, Licensee shall reimburse Licensor for the actual and reasonable cost of removal and storage, and all other amounts due to Licensor hereunder.

SECTION L. LIMITATION OF LIABILITY

Licensor shall not be liable to Licensee for any interruption of Licensee's use of Attachments, or for incidental, special or consequential damages, including, but not limited to, lost profits, lost savings or loss of use, even if Licensor has been advised as to the possibility of such damages.

SECTION M. FORCE MAJEURE

Licensor shall not be liable for any damages, costs, expenses or other consequences incurred by Licensee or by any other person or entity as a result of any delay in or inability to provide usable space to Licensee due to circumstances or events beyond the reasonable control of Licensor, including, but not limited to fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of the public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the control and without the fault or negligence of the Licensor. Notwithstanding any Force Majeure condition, Licensee shall remain liable for all amounts owed to Licensor under this Agreement.

SECTION N. GOVERNING LAW; LAWSUITS

This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts of laws, of the State of Illinois without regard to its choice of law provisions.

SECTION O. MISCELLANEOUS

1. Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

2. In the event that any of the terms of this Agreement are found to be unenforceable for any reason, Licensor, at its sole option, may declare the remainder of the Agreement to be null

and void, or may, in its sole discretion, waive any such provision found to be ineffective and enforce the remaining provisions of this Agreement.

3. Except as provided in SECTION E.2, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

4. The parties acknowledge that the terms and conditions set forth in this Agreement were agreed to voluntarily after extensive good faith negotiations at arm's length and contain concessions, valuable consideration, benefits and burdens for and from both parties.

5. Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed to the contact personnel listed below, or to such other address as either party may, from time to time, give the other party in writing.

Licensor:
Real Estate Manager
AmerenIP
One Ameren Plaza
P. O. Box 66149
1901 Chouteau Avenue
St. Louis, MO 63166-6149
Phone: (314) 554-2106
Fax: (314) 554-2570

Licensee:
City of Bloomington
Attn: Mr. Scott Sprouls
Director, Information Services
109 E. Olive Street
Bloomington, IL 61701
Phone: (309) 434 - 2473

6. This Agreement applies only to Attachments in Licensor's service territory and does not apply to Attachments located in the service territory of its affiliates, Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and Union Electric Company d/b/a AmerenUE.

7. This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for placement and maintenance of Attachments on Licensor's Facilities covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

LICENSOR
ILLINOIS POWER COMPANY
d/b/a AmerenIP

By: Dennis W. Weisenborn, Vice
President

ATTEST:

Assistant Secretary

LICENSEE
CITY OF BLOOMINGTON,
ILLINOIS

By: Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT "A"
LICENSE FEE ADDENDUM
FEEES AND CHARGES FOR
ACCESS TO THE AMERENIP ELECTRICAL SYSTEM

ATTACHMENT AND USE FEE

Annual Pole Attachment Fee \$15.00

OTHER CHARGES

Application Fee \$0.00 per pole

Includes data/document support, engineering
review, and post-installation field audit

EXHIBIT B. LICENSEE'S AFFILIATES

Alderman Purcell stated the cost of the cameras was unknown. The pilot test would involve two (2) cameras and four (4) wireless mesh radios which would be fed back to a City facility. He noted that State Farm had offered to purchase the cameras. He requested a realistic estimate. Scout Sprouls, Director – IS, addressed the Council. More would be known after the first round of testing. The load analysis cost was \$82 per pole. He added that there would be a wireless system. The cameras were rated at twenty-five (25) watts. Alderman Purcell questioned the cost. Mayor Stockton addressed the load analysis with

equipment. The City would cover IP's costs and any work required. He expressed his belief that \$10,000 would cover same.

Motion by Alderman Huette, seconded by Alderman Schmidt that the "Master Terms and Conditions for Site License Agreement" and a "Pole Use License Agreement" be approved at a cost not to exceed \$10,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Utility Permit from the Illinois Department of Transportation to Cross Morrissey Drive (US Route 150) with an Eight Inch Sanitary Sewer

As part of their effort to construct a new middle school on the southwest corner of Morrissey Drive, (US Route 150), and TR 1750 East, (County Highway 30), McLean County Unit District 5 Schools will be extending a sanitary sewer to the school site. The proposed sewer will cross Morrissey Drive, (US Route 150), just east of the future intersection with Hershey Road. As US Route 150 is maintained by the state, the Illinois Department of Transportation, (IDOT), through its District 5 office, requires the City to execute a Utility Permit. The proposed sanitary sewer will be owned and maintained by the City upon completion.

Staff respectfully recommends that Council approve a utility permit with IDOT District 5 and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(UTILITY PERMIT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Huette, seconded by Alderman Schmidt that the Utility Permit for sanitary sewer 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, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Utility Permit from the Illinois Department of Transportation to cross Morrissey Drive (US Route 150) with a Twenty-four Inch Water Main

As part of their effort to construct a new middle school on the southwest corner of Morrissey Drive, (US Route 150), and TR 1750 East, (County Highway 30), McLean County Unit District 5 Schools will be extending a twenty-four inch (24") water main to the school site. The proposed water main will cross Morrissey Drive, (US Route 150), at the west side of the future intersection with Hershey Road. As US Route 150 is maintained by the state, the Illinois Department of Transportation, (IDOT), through its District 5 office, requires the City to execute a Utility Permit. The proposed water main will be owned and maintained by the City upon completion.

Staff respectfully recommends that Council approve a utility permit with IDOT District 5 and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(UTILITY PERMIT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Huette, seconded by Alderman Schmidt that the Utility Permit for the water main 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, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Parade Resolution

The Illinois Department of Transportation (IDOT) requires that Council adopt a Resolution requesting permission to close or hinder traffic on a State Route.

Typically the City has only two (2) requests each year for parades on a State Route, (US Route 51) which involves the Labor Day Parade and the Christmas Parade. IDOT has requested that each municipality that experiences multiple parades on a State Route pass one blanket Resolution at the beginning of each calendar year in order to minimize paperwork and manpower expenses.

Therefore, staff respectfully requests that Council adopt the Parade Resolution and further, that the Mayor and City Clerk be authorized to execute the necessary document. Upon adoption and execution, the Resolution will be forwarded to IDOT.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

RESOLUTION NO. 2009 - 04

**RESOLUTION REGARDING TEMPORARY CLOSING OF
STATE RIGHT OF WAY ANNUAL COMMUNITY EVENTS**

WHEREAS, the City of Bloomington sponsors parades, road races, festivals and other such events which constitute a public purpose; and

WHEREAS, many of these events are held on State rights-of-way which will require the temporary closure of said highways; and

WHEREAS, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/1-101 et seq., authorizes the State of Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

SECTION 1

The City of Bloomington requests an annual permit allowing the temporary closure of State highways for the purpose of conducting various parades, road races, - festivals, and other such events. By receiving an annual permit, the City will be required to notify the Department in writing approximately ten (10) days in advance of all road closures so that all emergency agencies will be notified of the proposed event.

SECTION 2

(A) That traffic from the closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway, except as provided in Subsections (B) and (C) hereof.

(B) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the City of Bloomington, be positioned at each end of the closed section of roadway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(C) That when the roadway is closed for less than 15 minutes, police officers, at the expense of the City of Bloomington shall stop traffic for a period not to exceed fifteen (15) minutes and an occasional break shall be made in the procession so that traffic may pass through.

SECTION 3

That the City of Bloomington assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

SECTION 4

That all debris shall be removed by the City of Bloomington prior to reopening the State highway.

SECTION 5

That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices (MUTCD).

SECTION 6

That the City of Bloomington hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the requested road closings.

SECTION 7

That a copy of this resolution be forwarded to the Illinois Department of Transportation; District 5 Bureau of Operations, 13473 IL Hwy. 133, P.O. Box 610, Paris, Illinois 61944-0610 to serve as authorization for the City of Bloomington to request highway closures through December 31, 2009.

PRESENTED and ADOPTED this 12th day of January 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Huette, seconded by Alderman Schmidt that the Resolution be adopted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Highway Authority Agreement/Leave-in-place Agreement

The former site of ACME Roofing and Sheet Metal is located at 502 South Center Street, on the southeast corner of Center Street and Mill Street. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into Center Street, Mill Street, and Madison Street right of ways and into adjoining

properties. Based on a study done by Lewis, Yockey and Brown, Inc., the contamination in the right of way is deep enough to not impact maintenance of the street or most utilities. In the past, the City has executed a Leave-in-place or Highway Authority Agreement for similar situations. As all items are in order, staff respectfully recommends that Council accept the agreement, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of ____, 2008 pursuant to 35 Ill. Adm. Code 742.1020 by and between (1) the Estate of Tilmon Kreiling (“Owner/Operator”) and (2) The City of Bloomington (“Highway Authority”), collectively known as the “Parties.”

WHEREAS, the Estate of Tilmon Kreiling is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 502 South Center Street (“the Site”);

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks (“The Release”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right of way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority’s right of way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right of way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 900977 to the Release.

3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release.

4. Attached as Exhibit B is a table presented by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right of way that is governed by this agreement ("Right of way"). Because Exhibit C is not a surveyed plat, the Right of Way boundary may be an approximation of the actual Right of Way lines.

6. The Highway Authority stipulates that it has jurisdiction over the Right of Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right of Way.

7. The Highway Authority agrees to prohibit within the Right of Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

8. The Highway Authority further agrees to limit access by itself and others to soil within the Right of Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right of Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right of Way under permit have the right to remove soil or groundwater from the Right of Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right of Way, and make all existing permits for work in the Right of Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right of Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release.

2. The Agency shall be notified of any transfer of jurisdiction over the Right of Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee

were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

3. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right of Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.

4. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any terms of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

5. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

6. This agreement supercedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

7. Any notices or other correspondence regarding this agreement shall be sent to the Parties at the following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, Illinois 62974-9276

City Manager
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701

Estate of Tilmon Kreiling
c/o William R. Pillman
1359 West Garfield Avenue
Bartonville, Illinois 61607

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

City of Bloomington, Illinois

Date: January 13, 2009

By: Stephen F. Stockton,
Its: Mayor

Date: December 3, 2008

William R. Pillman,
Executor

(EXHIBITS A AND C. ACME ROOFING & SHEET METAL LUST SITE, AND EXHIBIT B. TABLE 1 SOIL SAMPLE ANALYTICAL RESULTS AND TABLE 2 GROUNDWATER SAMPLE ANALYTICAL RESULTS, ON FILE IN CLERK'S OFFICE)

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply

The former site of ACME Roofing and Sheet Metal is located at 502 South Center Street, on the southeast corner of Center Street and Mill Street. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into Center Street, Mill Street, and Madison Street right of ways and into adjoining properties.

Tests showed contamination from some substances above acceptable levels in the groundwater around the site. There is no further action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of coming into contact with the water through wells. The Illinois Environmental Protection Agency (IEPA) is requiring the City to pass an Ordinance prohibiting the use of groundwater as a potable water supply within the effected area as a requirement for issuance of a "No Further Remediation" letter to protect the public from that possibility.

The City has approved similar Groundwater Ordinances for other contaminated locations in the past and respectfully recommends approval.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

ORDINANCE NO. 2009 - 01

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER
AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF
POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the City of Bloomington, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 Or Tier 1 residential remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, Illinois;

SECTION 1: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited within a rectangle whose corners are described by the following Illinois State Plane East Zone Metric Coordinates based on the North American Datum of 1983 (NAD 83) and as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

Corner	Northing	Easting
NW	423,012	243,852
NE	423,016	244,016
SE	422,854	244,020
SW	422,850	243,856

SECTION 2: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50.00 nor more than \$100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 3: Definitions.

Person is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

Potable water is any water for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION 4: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION 5: Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION 6: Effective date.

This ordinance shall be in full force and effect from and after its passage.

PASSED this 12th day of January, 2009.

APPROVED this 13th day of January, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Huette, seconded by Alderman Schmidt that the Ordinance be approved.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition from Hershey Grove LLC, Requesting Approval of a Final Plat for the Fourth Addition to Hershey Grove Subdivision

A Petition has been received from Hershey Grove LLC requesting approval of a Final Plat for the Fourth Addition to Hershey Grove Subdivision. This subdivision is located south of Ireland Grove Road and east of Hershey Road.

Staff has reviewed the Final Plat and finds it to be in conformance with the Preliminary Plan approved by Council on April 21, 2002. There is a surety for uncompleted public improvements due for this subdivision. There are no tap on fees due.

Staff respectfully recommends that Council accept the Petition and pass an Ordinance approving the Final Plat for Fourth Addition to Hershey Grove Subdivision subject to the Petitioner supplying a surety for uncompleted public improvements prior to recording of the plat.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

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

Now comes Hershey Grove, LLC, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision known and described as Fourth Addition Hershey Grove Subdivision, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;

WHEREFORE, your petitioner prays that the Final Plat for Fourth Addition Hershey Grove Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Hershey Grove, LLC

By: Mercer Turner its attorney

ORDINANCE NO. 2009 - 02

AN ORDINANCE APPROVING THE FINAL PLAT OF FOURTH ADDITION HERSHEY GROVE 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 Fourth Addition Hershey Grove Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

1. That the Final Plat of the Fourth Addition to Hershey Grove Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 12th day of January, 2009.

APPROVED this 13th day of January, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Hershey Grove 4th Addition

A part of the northwest quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, Mclean County, Illinois, more particularly described as follows: beginning at the easternmost corner of Lot 94 in the Third Addition to Hershey Grove Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2004-38517 in the Mclean County Recorder's Office. From said point of beginning, thence southwest 116.95 feet

along the southeasterly line of said Lot 94 to the southernmost corner of thereof; thence southeasterly 58.10 feet along the northeasterly right of way line of Keybridge Way as dedicated in said Third Addition being the arc of a curve concave to the northeast with a radius of 345.00 feet and the 58.03 foot chord of said arc forms an angle to the right of 85°-10'-33" with the last described course to the easternmost corner of said Keybridge Way; thence southwest 237.12 feet along the southeasterly line of said Keybridge Way and the southeasterly lines of Lots 93, 92, and 91 in said Third Addition which form an angle to the right of 265°-10'-33" with the last described chord to the southeast corner of said Lot 91; thence east 408.25 feet along the north lines of Lots 89 through 84, inclusive, in said Third Addition which form an angle to the right of 65°-34'-14" with the last described course to the northeast corner of said Lot 84; thence north 125.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence east 3.21 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence north 185.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the south line of Ireland Grove Subdivision according to the plat recorded as Document No. 2003-6526 in said Recorder's Office; thence west 185.71 feet along the south lines of lots 31 through 27, inclusive, in said Ireland Grove Subdivision which form an angle to the right of 90°-00'-00" with the last described course to a point of curvature; thence northwesterly 118.42 feet along the arc of said curve concave to the northeast with a radius of 220.00 feet and the 117.00 foot chord of said arc forms an angle to The right of 195°-25'-12" with the last described course to the point of beginning, containing 2.56 acres, more or less.

Motion by Alderman Huette, seconded by Alderman Schmidt 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, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Amendment to Contract for Private Development between City of Bloomington and Interchange City West, LLC

In October of 2000, the City entered into an agreement with Interchange City West, LLC (ICW) and the Town of Normal (Town) to develop property owned by ICW which eventually became the west side Wal-Mart and surrounding strip mall. For the reasons which follow, staff is requesting that the agreement be amended.

The “West Side Wal Mart” Agreement

Among the infrastructure covered by the agreement was the construction of portions of J.C. Parkway, Bettis Drive, sanitary and storm sewers, sidewalks, traffic signals, and professional fees such as engineering, appraisal, soil testing, and legal fees. In addition, repayment for the engineering fees for the extension of J.C. Parkway south of IL Route 9 was included in the agreement. Finally, the agreement specified that interest on loans taken out by ICW to finance the cost of the infrastructure planning and construction would also be covered by the reimbursement provisions. The agreement was for a ten (10) year period, which will expire in November 2010.

Costs incurred by ICW, the developer, for the project’s public infrastructure were to be reimbursed by payment utilizing one percent, (1%) of the City’s sales taxes received from retail sales in the developed area. Since the development is in the Metro Zone, and an intergovernmental agreement between the City and the Town requires all revenues and expenses to be shared equally between the two (2) entities, the Town needed to agree to the Development Agreement.

The agreement has accomplished its goal, which was the building of infrastructure to facilitate the location of the west side Wal-Mart. However, in the implementation of the agreement, some problems arose which, in staff’s opinion, require Council action.

Unforeseen Delay in Designs because of Route 9 Widening

After the agreement was executed by all parties, IDOT (Illinois Department of Transportation) announced its intention to widen IL Route 9 at this location. If engineering plans were finalized prior to the widening, those plans would have to be redone after the state’s road improvements. This action would have needlessly added to the expense of the project. Everyone agreed to wait until the state finalized its plans. However, the parties did not *formally* extend the life of the agreement, which is still scheduled to expire in 2010. In effect, ICW would be forced to absorb the public infrastructure expense because the source of repayment would no longer be available.

The Current Expiration Date will Not Reimburse the Developer

At this point, if the agreement is permitted to expire in November 2010, the engineering plans’ expenses for the southward extension of J.C. Parkway would not be fully repaid. The parties have calculated that the agreement would need to be extended to August 2016 to repay the engineering expenses along with accrued interest. The original expense of the engineering plans was \$888,801.47. The longer the City takes to repay the expenses, the larger the interest on the ICW notes will be. The construction plans for the southerly extension of J.C. Parkway have been reviewed by the City’s Engineering Department and are in full compliance with City standards. The City is in effect buying the plans from ICW.

Since the southerly extension of J.C. Parkway is outside the Metro Zone, the Town is not required to continue to forego its half (½) of the sales tax generated by the Metro Zone after 2010. The City is contractually obligated to reimburse the Town for its portion of the Metro

Zone revenues used to pay for the south extension of the road so the Town's actions do not increase the City's reimbursement obligation.

Extension of the Agreement to 2016 is a Fair Resolution

The agreement made by the parties was to use the sales tax generated by the development to pay for the public infrastructure costs up fronted by the developer. Although there was always some risk to the developer that the Wal-Mart and adjacent strip mall might not generate enough revenue to pay for all expenses, it was not anticipated that the development would be delayed by mutual agreement of all parties. The developer's position is that it has lived up to its side of the bargain; it put the project on hold with the full awareness and agreement of all parties to the contract, and the fair thing to do is to extend the repayment provisions. City staff concurs. The amendment would extend the repayment portions of the agreement to 2016, using the City's portion of the one percent, (1%), City sales tax generated by the west side Wal-Mart and adjacent strip mall as repayment revenue.

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

Respectfully,

J. Todd Greenburg
Corporation Counsel

Tom Hamilton
City Manager

Alderman Huette had questions regarding this item. He noted that this project was delayed by a state project involving Illinois Rt. 9.

Todd Greenburg, Corporation Counsel, addressed the Council. Due to infrastructure issues, this project had been delayed for at least two (2) years. Bob Lenz, attorney representing Interchange City West, (ICW), and George Drye, former Director of Engineering, were involved in the previous discussions.

Alderman Huette questioned the first payment. Mr. Greenburg noted that expenses were first incurred in December 2000. The first payment occurred in May 2003. The Wal-Mart store needed to be open in order for the City and Town to provide payments from sales tax receipts.

Alderman Huette noted that the Town had no obligation for the road's extension south of IL Rt. 9. Mr. Greenburg noted that sales tax receipts paid for the planning of the south extension. The City must repay the Town for these expenses.

Alderman Huette noted that the project was started two (2) years late. This agreement would allow six (6) years for the City to make up this difference. Mr. Greenburg noted that the Town was unwilling to go beyond 2010. He reminded the Council that this land was in the Metro Zone. Sales tax dollars are divided equally between

the Town and the City. He restated that the City needed to repay the Town. What had been a three (3) way agreement would become a two (2) way agreement. The City will have one half ($\frac{1}{2}$) of one percent (1%) to repay ICW. The City was obligated to reimburse the Town. No time line has been provided for same.

Alderman Huette cited the \$888,000 figure. Tom Hamilton, City Manager, addressed the Council. This figure included the road plus three (3) intersections. Alderman Huette stated that he did not understand the amended agreement. Mr. Hamilton informed the Council that the figures had been reviewed by staff. The Town would fulfill its obligation. The Town had no obligation for the south extension.

Alderman Huette questioned if the City's sales tax receipts (one half of one percent) would cover this cost plus interest. Mr. Greenburg noted that there would be three (3) payments per year. Alderman Huette stated that the City would pay \$320,000 per year for six (6) years.

Alderman Schmidt expressed some confusion. She questioned if sales tax receipts would be used as the funding source. Mr. Greenburg affirmed that the agreement stated that City sales tax dollars would be used to repay these costs. If actual receipts were higher than projected, then the debt would be repaid sooner. Mr. Hamilton clarified that repayment would be limited to the home rule portion of the sales tax receipts.

Alderman Huette noted that the City would not pay an amount in excess of the cost. The City would match ICW's investment plus interest. Mr. Greenburg noted that Ila Slagal, Comptroller with Stark Excavating/ICW, had assisted with the preparation of these figures. Mr. Hamilton added that the road was designed from IL Rt. 9 to Six Points Rd. Mr. Greenburg added that attorney fees and Phase II design fees have also been incurred.

Mayor Stockton noted that expenses north of IL Rt. 9 would be shared with the Town. He cited the Metro Zone. The land south of IL Rt. 9 was not part of the Metro Zone. These costs were the City's responsibility. Mr. Greenburg added that work south of IL Rt. 9 was part of the original agreement. It was believed that the road's extension to the south was needed to insure the west side Wal-Mart's success.

Alderman Purcell questioned when the road would be built and the cost to build same.

Alderman Stearns questioned the cost of the original infrastructure. Mr. Greenburg stated \$2.5 million without interest. Alderman Stearns noted that sales tax agreements were uncertain. She expressed her belief that the City had no obligation to repay the developer. The developer had to assume some risk. Mr. Greenburg affirmed that there was some uncertainty. Although there was no guaranty, the developer lived up to the agreement. The issues was one of fairness. Alderman Stearns noted that the developer assumed that the City would repay him for costs incurred.

Motion by Alderman Huette, seconded by Alderman Hanson to suspend the rules to allow someone to speak.

Motion carried.

Bob Lenz, 202 N. Center, addressed the Council as ICW, LLC's attorney. He reminded the Council that the original Phase II was a simple two (2) lane road. The engineering work ballooned with the state's plans for IL Rt. 9. The intersections became signalized. ICW also has approved construction drawings. There was a mutual agreement between the City and ICW. He informed the Council that he had a letter from Mr. Drye. The majority of the changes were initiated by the City. An intersection design study was performed. Without the engineering work, Wal-Mart would not have come to the City's west side. Alderman Stearns requested to see same.

Alderman Purcell questioned the project's original cost. Mr. Lenz responded that he did not know.

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

Motion carried.

Mayor Stockton noted that action was taken in 2000. This road was important to the City's west side development. At that time, there was not a lot of push for same. The road would be of benefit to residences to the south of IL Rt. 9. This road is key to development south of IL Rt. 9. All revenue from same would stay in the City. In order to develop this area, infrastructure is needed.

Alderman Stearns noted that the current agreement would expire in 2010. Mr. Greenburg restated that after 2010, the City would have one half (1/2) of one percent, (1%) available to make repayment. Alderman Stearns noted the six (6) year extension. Mr. Greenburg noted that the Town would continue to pay its one half (1/2) of one percent (1%) until 2010. Alderman Stearns questioned why the amendment was presented at this time. This amendment could have been presented during 2010 with an extension until 2016. Mr. Greenburg noted practicality. He cited the City's ERI (Early Retirement Incentive) program. Staff was leaving/retiring from the City. There were past mutual agreements between the parties. All parties involved agreed to wait for the state in an effort to save money. Alderman Stearns noted that due to the delayed payments, the Town's obligation would expire. She questioned why this amendment appeared on this meeting's agenda. She believed that City staff had waited to amend this agreement. There was no reason to make this decision tonight. City staff had encouraged the Council to do the fair thing. She requested a clear balance sheet. She recommended that this item be laid over until a later date.

Mr. Greenburg encouraged the Council to take action. City staff would confirm knowledge of the request to delay. If the work had been completed sooner, then it would have to have been redone. City staff was also available to confirm these facts.

Mayor Stockton questioned if there were any advantages to delaying a vote on this item. Mr. Hamilton encouraged the Council to take action at this time. Everyone has been informed. The costs were known. The City owed ICW the money. The City needed to budget for this expense. The Council needed to take action and should not delay.

Alderman Sage questioned if the Council was being asked to vote on this item which had a value of hundreds of thousands of dollars. He requested a complete staff report.

Alderman Huette agreed with Alderman Sage's comments. He questioned the City's amount due to ICW. Mr. Hamilton restated \$888,000 plus interest. Alderman Huette acknowledged that the west side Wal-Mart was a great project for the City. The City's pay out should match the developer's actual cost. The City's role was to remove the developer's risk.

Alderman Purcell questioned if there were signed documents. Mr. Greenburg cited the letter from Mr. Drye, former Director of Engineering. This piece of correspondence initiated the street changes. Mr. Hamilton added that Council approved these road improvements.

Alderman Sage restated his request for a comprehensive staff report. Mr. Hamilton questioned what the Council wanted. Alderman Sage stated that the Council had a memorandum. He wanted a comprehensive cohesive staff report. This report should include comments from this evening's meeting.

Mayor Stockton recommended that this item be laid over until a later date. He added that an addendum had been provided this date which included an Exhibit to the Agreement.

Alderman Hanson noted that an email had been sent to the Council over a month ago. City staff requested a response. Mr. Greenburg noted that none was received. Alderman Huette believed that he had responded to same.

Alderman Fruin noted the absence of Aldermen Finnegan and Gibson. An item would need five (5) affirmative votes to pass. He recommended that this item be laid over until February 9, 2009.

Alderman Stearns requested that all of the figures be pulled together into a simple balance sheet. The south extension should be shown as a separate item.

Alderman Purcell stated his support for this project but requested additional information.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the item be laid over until the February 9, 2009.

Ayes: Aldermen Sage, Huette, Stearns, Purcell, Schmidt, and Fruin.

Nays: Alderman Hanson.

Motion carried.

The following was presented.

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Request to Waive Formal Bid Process and Purchase of Digital Camera Systems

Staff respectfully requests permission to purchase two (2) digital camera systems. These camera systems are field deployed, covert digital camera systems. They are designed to be placed in high crime locations, areas of frequent criminal damage, or areas with increased street level narcotics trafficking. The camera systems act as a force multiplier, reducing both the number of officers and hours needed for surveillance details. These cameras are highly mobile and allow the Police Department to concentrate on problem solving by remotely monitoring, detecting, and responding to crimes in a variety of tactical situations. These cameras are ultra-high resolution which will allow the police to monitor and detect crime from a much greater distance and in much greater detail than previously used video equipment. One function of these systems allows the camera to contact the department when activity is taking place at a target location, increasing both the speed and efficiency of police response.

The cost of the two (2) digital camera systems is \$14,485.00 and has been funded by a grant from State Farm Insurance.

Respectfully,

Randall D. McKinley
Interim Chief of Police

Tom Hamilton
City Manager

RESOLUTION NO. 2009 - 01

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF DIGITAL CAMERA SYSTEMS FOR THE
POLICE DEPARTMENT AT A PURCHASE PRICE OF \$14,485**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase two (2) digital camera systems at a Purchase Price of \$14,485.

ADOPTED this 12th day of January, 2009.

APPROVED this 13th day of January, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Stearns requested that Randy McKinley, Police Chief, clarify this item. She requested general information regarding surveillance. She understood that the cameras would be paid for with grant dollars. She questioned the legality of same. Chief McKinley informed the Council that the Illinois Department of Transportation, (IDOT) had installed a system on Veterans Pkwy. which tracked traffic and accidents. He acknowledged the public's expectation of privacy. However, public safety concerns must also be considered. These cameras would be small digital ones. Monitoring would be done from a distance and would not record sound. Problem areas would be monitored for public benefit.

Alderman Stearns questioned camera locations. Mayor Stockton noted that the use of the City's cameras would be different than IDOT's cameras which were in fixed locations. The City's cameras would be portable. Chief McKinley cited security cameras which were located in public buildings such as shopping malls. Portable cameras can be used any where.

Alderman Stearns questioned guidelines for these cameras use. Chief McKinley stated that this would be an internal decision. The Police Department would write an SOP (Standard Operating Procedure) for same. Mayor Stockton noted that a number of cities use these cameras. Chief McKinley informed the Council that he would be meeting with Police Chiefs from various cities of similar size this Thursday, January 15, 2009. He planned to address this issue.

Alderman Schmidt stated that the various neighborhood associations and neighborhood watch groups have been interested in and looking forward to the installation of these cameras. Chief McKinley stated that one (1) would be geared towards graffiti. The City could not afford to purchase the number of cameras that various groups would like to see installed.

Alderman Sage questioned if footage could be used for prosecution. Chief McKinley responded affirmatively. These would be high resolution cameras which would be admissible in court. These would be expensive units which would work well. Mayor Stockton added that these cameras can be used for deterrence. Chief McKinley noted that all use of the cameras would not be covert. Mayor Stockton stated that there would also be

fixed cameras. He also questioned wifi and additional computer software identification trends.

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

Motion carried.

Dan Moore, 1617 E. Oakland Ave., addressed the Council. He stated that the use of cameras begin as security. The City would be monitoring its citizens. He believed that this was a dangerous thing. There needed to be stringent policies as the implications were dangerous. He acknowledged that State Farm would be purchasing the cameras. He still did not believe that this was the right thing to do.

Mayor Stockton acknowledged the citizens right to privacy. The courts have ruled. The streets were public. Public viewing can be seen as an unwarranted search.

Mr. Moore quoted Ben Franklin “exchange liberty for security – deserve neither.”

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

Motion carried.

Alderman Stearns wanted the Council to be aware of the citizen’s concerns. Citizens had the right to privacy. The key was how to find the balance. Mayor Stockton restated that the courts have ruled. Chief McKinley acknowledged that there were state and federal laws. The department’s SOP would be reviewed by the City’s legal department. The cameras will not be used without supervision. He added that the Police Department’s staff reviewed all SOPs on an annual basis. He was comfortable with the use of these cameras. Mayor Stockton added that under Illinois law sound cannot be recorded.

Alderman Purcell reminded the Council that the public had requested the cameras as a means to curtail crime. The City had to balance this interest with citizen privacy. Cameras have been installed over the City.

Alderman Fruin expressed his opinion that these cameras would be another resource. The Police Department would have a SOP.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the formal bid process be waived, the digital camera systems be purchased by a grant funded by State Farm Insurance, the Purchasing Agent be authorized to issue a Purchase Order, and the Resolution adopted

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve a Professional Services Contract for the Design of a Clustered Wastewater Treatment System at the Lake Bloomington Reservoir

Staff proposes the design of a clustered wastewater treatment facility at the Lake Bloomington reservoir. A feasibility study and conceptual design of alternatives for wastewater treatment was recently completed. The study showed that this type of wastewater treatment would work. Several meetings were held with the McLean County Health Department and state officials to discuss this concept. The project would be permitted as an experimental technology.

Currently, the Lake Bloomington reservoir area is not served by a wastewater treatment facility; rather individual homes have their own septic systems. Many of these systems are old and undersized. Since many of these systems discharge into the reservoir, staff believes that it is in the City's best interest to look at innovative ways to treat wastewater in this area. The Farnsworth Group has provided a quote for the design of a wastewater treatment facility in the amount of \$90,000.

A previous study to investigate more traditional methods, (a treatment plant or connection to the Bloomington Normal Water Reclamation system), of wastewater treatment for this area indicated the cost could exceed \$10 million for the approximately 250 households in the Lake Bloomington area. This project will design a prototype system to be duplicated in other areas around the reservoir. These systems can possibly be installed in neighborhoods to handle the wastewater flow from several homes and not discharge to the ground surface, (a surface discharging system), as most of the systems in the area do now. The design will focus on a single, yet-to-be-determined area.

Staff respectfully recommends that Council waive the formal bidding process and the agreement with the Farnsworth Group for this professional service be approved in an amount not to exceed \$90,000. Funds for this design project will be paid for with funds from the Water Department, Water Depreciation, Other Professional and Technical Services (5020-X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2009 - 03

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN AGREEMENT WITH FARNSWORTH GROUP TO DESIGN A
WASTEWATER TREATMENT FACILITY FOR THE LAKE BLOOMINGTON
RESERVOIR BE APPROVED IN AN AMOUNT NOT TO EXCEED \$90,000**

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

1. That the bidding process be waived and an agreement with Farnsworth Group to design a wastewater treatment facility for the Lake Bloomington Reservoir be approved in an amount not to exceed \$90,000.

ADOPTED this 12th day of January, 2009.

APPROVED this 13th day of January, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

October 1, 2008

Mr. Craig Cummings Director of Water
City of Bloomington
703 W. Division Street
Bloomington, IL 61701

Re: Proposal for Professional Services
Lake Bloomington Cluster Study

Dear Mr. Cummings:

This letter serves as our proposal to provide professional services for the study of the use of a non-discharging cluster system for treatment and disposal of wastewater from 4-6 home equivalents.

Background: Several years ago, Farnsworth Group completed a study for the City of Bloomington that investigated the treatment and disposal of wastewater from residential

dwellings and municipal facilities that are on City property adjacent to Lake Bloomington. The result of that study was a recommendation to collect all wastewater from the adjacent properties and dispose of it by agricultural application or pumping it to the City's wastewater collection system in Bloomington. The cost of either alternative was well above \$10 million. Following the submission of that report, the City further engaged Farnsworth Group to consider "cluster systems" with the goals of locally treating and disposing of the wastewater from only a few homes per system and reducing the cost of the project. This approach, if found acceptable, would reduce the initial outlay of City funds and could be implemented in a phased manner. Since using cluster systems is an approach not well established, a single research-oriented cluster system will be monitored for performance over several years prior to possible full-scale implementation. We have recommended construction of a cluster system incorporating four processes for further assessment after evaluating many treatment alternatives suitable for cluster systems in a separate report.

The Study would consist of the following tasks, divided into two phases:

Phase 1:

1. Assist in determining the location of the cluster research site. The physical location near Lake Bloomington on which the research cluster system is to be constructed will be identified. Input from the City and recommendations by McLean County Health Dept. will compose the site alternatives, which will be evaluated based on the age of present septic systems, water usage, proximity to available land and other criteria.

2. Basis of Design. A basis of design of a cluster system will be identified. The design basis will include a survey of the site, capacity analysis via water usage records, hydraulic analysis, and size restrictions or considerations of the site. Consultation with a soil scientist will provide the basis for the design of the drip irrigation system.

3. Design. The cluster system will be designed in detail, including layout on the site, the treatment and dispersal technologies, piping, electrical, controls automation, access roads, landscaping and sampling locations.

- a. Constructed wetland. Design of multi-celled wetland will consider projected use and research goals. Flow between cells, level control and planting will be addressed. Consultation with a wetlands specialist will provide important design and nutrient removal guidance.

- b. Sand filter. Design of a multi-celled sand filter will include a membrane lining to prevent percolation out of the system and a dosing system.

- c. Drip irrigation. Design of a drip irrigation system will include determination of appropriate peaking and sizing factors and evaluating system manufacturers.

4. Production of plans and specifications.

5. Assist with permitting. Appropriate permits will be filed with MCHD, Illinois Department of Public Health and/or Illinois Environmental Protection Agency. At the discretion of the City, an NPDES permit will be filed with IEPA for a contingency discharge.

6. Develop sampling protocol. The parameters to be monitored will be defined, as well as the frequency and location of sampling. The sampling protocol will also define the conditions under which monitoring of a parameter can decrease or cease and who is responsible for conducting the monitoring.

Phase 2:

7. Staking and construction inspection.

8. Execute sampling protocol. Execution of the sampling protocol will include both the time taken to sample and any materials used (i.e. testing kits) or services rendered (i.e. certified lab analysis) to analyze the samples.

9. Reports. Progress report(s) and a final report will describe the findings and conclusions based on data collected from the cluster study. The frequency and content of these reports is to be determined.

Fee: It is proposed that Phase 1 of the study would be performed on a time and materials basis, not to exceed the estimate unless approved by the City. We estimate the professional service fees, including expenses as described below. Surveying fees are not included.

Location Determination	\$1,000
Client Meetings	\$3,000
Basis of Design	\$4,000
Design	
Wetland	\$7,000
Sand Filter	\$4,000
Drip Irrigation System	\$9,000
Pumps, Piping & Appurtenances	\$9,000
Sampling Protocol	\$2,000
Electrical	\$7,000
Controls Automation	\$3,000
Access Road, Fencing & Landscaping	\$2,000
Specifications	\$7,000
Permitting Assistance	\$3,000
Expenses	\$1,000
Contingency	\$28,000
Total Estimated Fee	\$90,000

We would suggest setting up a budget, not to exceed \$90,000.

Schedule:

We estimate this work could be completed within 120 days of your notice to proceed.

I look forward to discussing this proposal with you. Thank you.

Sincerely,

FARNSWORTH GROUP, INC.

Lindsay E. Knitt

(SHORT FORM AGREEMENT ON FILE IN CLERK'S OFFICE)

Alderman Huette questioned this item and how to project the cost compared to other options. He believed the cost had been estimated at \$10 million. Craig Cummings, Director – Water, addressed the Council. He stated that the study and design had a total cost estimate of \$10 million. The cost to build the system was estimated at \$150,000 - \$250,000 per four (4) households. Alderman Huette questioned if these costs were similar. Mr. Cummings noted that all of the homes at Lake Bloomington would be treated. The goal was to relieve the nitrate and phosphate load on the lake. This project could be phased in. It was a green alternative as there would not be any discharge. Alderman Huette questioned who would bear the cost. Mr. Cummings stated that initially the City would bear the cost. The system would only handle effluent discharge. Individual home owners would retain their septic systems. He cited the impairments caused by nitrates and phosphates. Enhancement was part of the second stage of water treatment.

Alderman Huette noted that the study would be undertaken by a contractor. Mr. Cummings informed the Council that there was no single solution. He cited the goal of a zero discharge wetlands. He noted drip irrigation and agricultural applications. There was not a given company. This study would consider the land, the cost, maintenance, and the impact of climate. It would be a hybrid. The goal was to find the right one. Alderman Huette noted that sand filter (septic) systems purified water. Mr. Cummings responded negatively. He added the need for nitrate and phosphate removal. This action would step up treatment to a higher level. Alderman Huette questioned the percentage of nitrates and phosphate attributable to the residences. Mr. Cummings acknowledged that the majority was from the water shed. The City must take action when it can to exercise control over them.

Tom Hamilton, City Manager, addressed the Council. He noted the City's water shed program. He cited enhancements such as strip filter programs for anhydrous ammonia. The City needed to look at the big picture. This item represented fine tuning. He noted the size of the water shed compared to the size of the lakes. The issue played a greater impact for Lake Bloomington.

Alderman Hanson noted the City's approach. He added that the IEPA had moved in this direction for source drinking water. He added the following issues: size and use of

the homes at the lake and the increase waste. This water study would consider the quality and the quantity of water. Mr. Cummings stated that the City needed to demonstrate to the IEPA that the City had a plan to address the impairments, (nitrates and phosphorous). Once the study was completed, the City must take action. The City must be a good steward of the water shed and of water quality. He noted that the Water Treatment Plant also operated with a septic system.

Alderman Stearns stated that one (1) cluster would be designed to handle four to six (4 – 6) homes. Mr. Cummings restated that this study would serve as a blueprint. The City would know what worked and have a boilerplate to address other homes. Alderman Stearns questioned if City staff was recommending a vendor. Mr. Cummings noted that if the project moved into a construction phase, then it would be put out for competitive bid. City staff would prepare a list of potential bidders. Alderman Stearns questioned the options available to the vendors and cost from suppliers. Mr. Cummings noted that a cost estimate would be prepared prior to bidding. He hoped that the bid process would lower the costs.

Alderman Purcell questioned how the City would be able to fund this project. He also questioned how the Council could justify same. He cited user fees and charge backs. Mr. Cummings noted the increase size of the homes at the lake which had decreased density. A number of these homes have become year round residences. He noted the steady stream of waste water. The City could submit this project for consideration as a federal infrastructure project. He restated that it would be a green project. It could be made more economical by selecting a neighborhood and demonstrating success. He believed that over time the cost would be lower. He restated that this would only be a surface discharge system.

Alderman Huette noted that this project was not similar to a sewer system. He believed that a standard sewer would be a better approach. Mr. Cummings noted that this option was not cost justifiable. To be cost justifiable, the Town of Normal, the Village of Hudson and the Bloomington-Normal Water Reclamation District would all have to be built out to the lake. The City could spend a little and make a decision if this new technology would be good for the area. Alderman Huette questioned Hudson's plan. Mr. Cummings encouraged the Council to consider the actions taken by the Villages of Downs and Lexington. They have applied for federal dollars while waiting for the City to provide sewer pipes. Growth would be limited without good water and good waste water treatment.

Mayor Stockton noted that the vote this evening would be to commence a study which would be a first step.

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

Motion carried.

Ron Schultz, 1208 E. Oakland Ave., addressed the Council. He cited memories from 1989. The City did not fund drainage. The septic systems were old and undersized. A lake lease transfer required the approval from the McLean County Health Department. The older systems should be replaced with sand filter systems.

Mayor Stockton questioned effective bacteria or chemicals. Mr. Schultz addressed nitrates and phosphates. Phosphates are absorbed by soil. He questioned the number of sand filters currently installed on lease properties. The volume of drainage was inconsequential. The City should spend money on shore line stabilization which would increase volume. He also addressed farmer education and using less nitrates in the fields which in turn would improve water quality.

He questioned why the citizens should pay for this project. He cited the cost for water. Escrow dollars could be used to pay for a complete system. He had search the internet and found a system which would be adequate for the City's needs

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

Motion carried.

Mr. Cummings readdressed the Council. Septic systems were checked at the time of transfer. At that time, a system must be brought up to current code. The City's goal was improvement. The City has budgeted \$100,000 per year for erosion control. This was a small part of the overall plan. This item was to fund a study. There would be a report back to Council. The City could be a leader in the area of reducing nutrient load. The City needed to address contaminants from any source.

Mayor Stockton questioned if the study would measure effectiveness. He was also interested in the effectiveness of sand filters. The City needed to consider the advantages of this system versus a traditional sewer system.

Mr. Cummings stated that the City needed a prototype. The study would answer some questions. Sand filter systems were not effective to remove the biological load. The City had annual calculations for nitrogen and phosphorous. The City needed to look at cost effectiveness and control ability.

Mayor Stockton questioned estimated percentages from the water shed versus residential homes. Mr. Cummings informed the Council that the City did not have measurements for all sources. These items could become part of the study's deliverables.

Alderman Huette believed that this issue needed to be addressed. The City needed to consider creative approaches. The solution may have a \$10 million cost. Mr. Cummings restated that the City would adopt a phased approach. The cost could be broken down. The solution may be incremental and could be included in the City's annual capital improvement program budget.

Alderman Hanson addressed water quality and quantity. The City did not have the resources. The City had looked into unit wells. The City needed a cost effective approach in light of budget realities. He requested that a Work Session be held on the long range water study. The message has been heard before. The process involved was long. He was interested in a workable proposal.

Mr. Cummings informed the Council that City staff had worked with the IEPA and the Illinois Department of Public Health. The situation and the proposed approach were unique. He acknowledged that there were issues and questions regarding cost effectiveness.

Alderman Purcell questioned contingencies. Mr. Cummings noted that there were a number of unknowns. A site needed to be selected. There needed to be long term measurement. The lake must be monitored. Alderman Purcell questioned survey fees. Mr. Cummings believed these costs would be minimal as the City has marginal lands.

Motion by Alderman Hanson, seconded by Alderman Schmidt that the formal bidding process be waived, the agreement with Farnsworth Group to design a wastewater treatment facility for the Lake Bloomington Reservoir be approved in an amount not to exceed \$90,000, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: Alderman Stearns and Huette.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by Gailey Eye Clinic, Inc. requesting the Vacation of the Scott Street right of way located between Center Street and Main Street - Case V-01-08 (Ward 7)

BACKGROUND INFORMATION:

The right of way in question is fifty feet (50') wide and one hundred ninety-eight feet (198') in length. Gailey Eye Clinic, Inc. presently owns all of the land on both sides of this right of way and plans to use this area for handicapped parking for its patients, for traffic circulation, and landscaping. The City will reserve a utility easement for itself and all utilities for the purpose of

laying, installing, maintaining, repairing, removing, or replacing any utilities within this right of way as deemed appropriate.

PLANNING COMMISSION PUBLIC HEARINGS:

The Planning Commission conducted its first public hearing on this petition on November 14, 2007, in Case V-03-07. Mr. David Brown from Lewis, Yockey & Brown, Inc., Professional Engineers, 505 N. Main St., presented testimony at this public hearing in favor of this petition on behalf of Gailey Eye Clinic, Inc. He stated that the reason for this street vacation is to provide for the future expansion of the Gailey Eye Clinic, and to allow a better parking lot arrangement and a drop-off zone for patients. Commissioner Shaw stated that he lives in this neighborhood and uses this section of street on a daily basis. He noted that a driver exiting the Gailey parking lot and wanting to proceed north would have to go south on Center Street, which is one-way; past Empire Street, which is one-way west; then east on Walnut Street, and then north on Main Street. He said it seemed a poor idea. No other testimony was presented at this public hearing in favor of or in opposition to this petition. After closing the November 14, 2007 public hearing, the Planning Commission passed a motion by a vote of 6 to 0 to recommend City Council denial of this petition to vacate the Scott Street right of way located between Center Street and Main Street.

Gailey Eye Clinic, Inc. subsequently rescinded the petition prior to the November 26, 2007 City Council agenda so that it could present its parking lot expansion concept plan to the Planning Commission. Mr. Robert Lenz, Attorney at Law, 202 N. Center St., Suite # 2, presented this concept plan to the Planning Commission on August 13, 2008. He noted that the previous presentation at the November 14, 2007 public hearing dealt only with the closing of the street.

His client now wished to provide the Commission with information as to how the space would be utilized. Mr. Lenz shared drawings of the concept plan and a color photo exhibit of the existing site.

He pointed out that a large addition has been constructed to the front of the old building. He noted that it was remarkable how well the design complemented a distinctive existing building. The Scott Street closure would enable his client to construct the parking area with enhanced landscaping features, a sidewalk adjacent to the building, and several handicapped parking spaces just south of the building. A majority of Gailey's patients are elderly. One of the clinic's priorities is to provide good access into the building. He stressed that cars exiting the parking lot could go directly south on Center Street or north on Main Street as there would be curb cuts on both streets.

Mr. Tom Restivo, Administrator of the Gailey Eye Clinic, 1008 N. Main St., stated that patients often complained about access. The clinic's doctors wish to provide safe and easy access to the building. The Gailey Eye Clinic had over 35,000 patients last year. He noted that the intention of this parking lot plan is to develop a "campus concept". The landscaping would be increased; more trees and flowers added, and possibly benches and bike racks provided. There would only be a small gain in the number of parking spaces, perhaps six or seven, (6 or 7), more.

Commissioner Shaw questioned whether Gailey had considered other ways that some of the aims could be achieved without closing Scott Street. Mr. Restivo replied that Gailey had shared some parking spaces with the Kibler-Smith Memorial Home to the north in the past. He did not believe that a “skyway” would be feasible. There is concern with people crossing Scott Street, drivers pulling in and out in the path of pedestrians, who do not have the fastest of reaction times.

Mr. Michael Perez, 1104 N. Madison St., Ms. Elaine McGuffin, 1204 N. Roosevelt Ave., and Ms. Susie Curtis, 1502 N. Lee St., separately commented that they personally use this section of Scott Street to access Main Street. They believed keeping it open would be a service to their neighborhood.

Commissioner Shaw commented that the issue is complicated due to the site being bounded on three (3) sides by one-way streets. Closing Scott Street limits access by one (1) more degree. He suggested that perhaps on street parking along Scott Street could be designated for handicapped parking only. Commissioner Wills suggested that it may be a safety problem if neighborhood residents cut through the parking lot to access Main Street.

The Planning Commission conducted its second public hearing on this petition on October 22, 2008. Mr. Robert Lenz and Mr. Tom Restivo presented testimony in support of this petition at this public hearing. Mr. Lenz distributed a folder containing a series of photographs and sketches to each Commissioner. He explained that this case had returned because it had been anticipated that a draft of the Main Street Corridor Form-Based Zoning Code might be made available to the public. He noted that the draft is not yet available, and they had waited in hopes of obtaining further guidance as to what the new code might require. He said this plan likely conforms to the preliminary discussions contemplating enhanced landscaping. He noted that the Gailey Eye Clinic treats the visually impaired and that seventy percent, (70%) of its patients are over sixty-five (65) years old. The main purpose for the changed parking plan is for safety rather than for adding parking spaces.

Mr. Lenz recalled that when he had made a presentation to the Planning Commission on August 13, 2008, Commissioner Shaw inquired regarding whether other alternatives to street closure had been considered. Mr. Lenz had requested that Lewis, Yockey and Brown, Inc., Professional Engineers, for alternatives, and they had indicated that no other options seemed to work. He had also consulted with Mr. Doug Grovesteen, Director of Engineering, and no workable alternate idea was offered. Mr. Lenz reviewed the photographs and sketches indicating the current situation and the desired lay out changes and landscaping. He requested that the Commissioners balance what might be an inconvenience for some versus the safety of those going in and out of the Clinic.

Commissioner Schulz suggested that there should be signage prohibiting drop off parking on Main Street. Mr. Lenz indicated that the petitioner would be favorable to that idea and would consult with the City’s Engineering Department for guidance on such signage.

Commissioner Harrison questioned how parking would be accommodated during construction. Mr. Restivo explained that the general contractor intended to do the work in four (4) phases over a four (4) month period to keep parking available during construction process.

Commissioner Wills noted that the planned entrance on the Center Street side would align with Scott Street to the west. He was concerned that some drivers might be tempted to use the lot as a cut through to Main Street. He noted that could create a hazard. Commissioner Schulz suggested that it might be good to reverse the alignments of the two (2) entrances from Main and Center Streets so that they would neither line up with Scott Street nor provide a direct route through the lot. Mr. Lenz indicated that the petitioner would be favorable to this idea.

Commissioner Shaw said mobility out of the neighborhood is an issue. Access onto Main Street from Graham Street has poorer visibility than from Scott Street. Filmore terminates at Center Street, and U-Haul trucks are parked along Union Street, and Seminary Street is too far north. He summarized that Scott Street provides the best visibility and access onto Main Street for traffic coming from the neighborhood that lies to the west.

Mr. Mark Huber, Director of Planning and Code Enforcement, stated that reviews of the proposed development in the Main Street Corridor are still under the interim guidelines, as approved by City Council, until the Main Street Form-Based Code is completed and approved. He expected that the requirements for landscaping to be about the same. He noted there is a preference to have parking lots located behind buildings, but in this case the building is already there.

Chairperson Cain suggested that signage on Main Street could guide Gailey Eye Clinic traffic to the parking lot entrance. Commissioner Baughan added that a sign could be added prohibiting cut through traffic.

Mr. Doug Grovesteen, Director of Engineering, reported that the traffic count, measured in November 2007, cited a figure of 347 vehicles per day on that portion of Scott Street. He explained that it is a fairly low number for a city street. He also added that it was his belief that traffic cutting through private property is a citable offence. Visibility at the corners could be reviewed and landscaping revised.

Commissioner Shaw inquired whether a ramp for wheel-chairs could be added mid-block on Scott Street. Mr. Grovesteen responded that there is a strong preference to direct persons to a ramp only where there is a crosswalk.

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

PLANNING COMMISSION RECOMMENDATION:

After giving due consideration to this petition and the information presented at this public hearing, the Planning Commission passed a motion by a vote of 6 to 2 recommending approval

of this petition in Case V-01-08 to the City Council with the aforementioned suggestions as to signage and alignment.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation and respectfully recommends Council approval of this petition.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

Mayor Stockton introduced this item. There had been a neighborhood meeting. Tom Hamilton, City Manager, addressed the Council. The neighborhood meeting was held last week. Bob Lenz, Petitioner's attorney, had contacted the City to request that this item be laid over until February 23, 2009. He reviewed the options which had been presented by Alderman Purcell and the neighbors.

Alderman Purcell informed the Council that the neighborhood meeting had been held on January 6, 2009. There had been no movement and no validation. This request involved a public street. A factual plan had not been presented. He opposed the Petitioner's request to lay this item over until February 23, 2009.

Mr. Hamilton could not say if the Petitioner work on this item over the holiday season. He restated that a neighbor meeting was held on January 6, 2009.

Alderman Purcell had presented the Petitioner with nine (9) proposals. He was interested in something concrete.

Alderman Sage recalled that options were offered in November 2008. He had hoped that a compromise would be reached. He believed that sufficient time had been allowed.

Mayor Stockton questioned the harm. There was no urgency. The Petitioner had requested that the item be laid over for six (6) weeks. He anticipated the Petitioner would present the City with a major change. Mr. Hamilton added that if the Council denied the Petitioner's request, they could refile tomorrow. The Petitioner was working on a response to the January 6, 2009 meeting.

Alderman Hanson noted that the Council has a history of respecting this type of request. The street would remain open. There was no harm. There was no urgency. The Gailey Eye Clinic owned the parking lot. The City did not need to force the Petitioner to refile.

Alderman Schmidt cited her ten (10) year experience on the Council. She could not recall a time when the Council did not honor a Petitioner's request. The burden was on the Petitioner. She expressed her disappointment.

Alderman Fruin expressed his frustration. He questioned what would be accomplished by the Council voting to deny the Petitioner's request.

Mr. Hamilton noted the misconception that the Petitioner was required to file a plan.

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

Motion carried.

Bob Lenz, 202 N. Center St., Petitioner's attorney, addressed the Council. Work had been done on a compromise. The Petitioner had received nine (9) proposals. Eight (8) of them were not workable. The Gailey Eye Clinic's Board of Director was unable to meet on December 16, 2008. Another meeting was scheduled for January 6, 2009. The meeting lasted for an hour. The Petitioner had returned to the drawing board. They had engaged Lewis Yockey & Brown. Alderman Purcell had also requested to meet on January 8, 2009. The Petitioner believed that all parties involved were interested in a compromise. They had operated in good faith. Dollars had been spent on engineering work. The Petitioner would present a good faith compromise. It would have to be approved by the Gailey Eye Clinic Board. It would be presented to City staff and IDOT, (Illinois Department of Transportation). He hoped the Council would support the continuance.

Alderman Schmidt questioned the Petitioner's response if the Council denied this request. Mr. Lenz believed that the Petitioner was operating in good faith and did not mean to complicate the matter.

Mayor Stockton expressed his belief that there will be a compromise. Mr. Lenz believed that there would be significant movement. He restated that the Board of Directors would need to approve the plan. He requested that the City give the Petitioner the time to complete the business process. He believed that the date requested was reasonable based upon consultation with Lewis Yockey & Brown. He noted that the focus had been on a site plan. This was a requirement for a Special Use. The Petitioner planned to submit a detailed concept plan at a later date.

Alderman Stearns questioned this potential plan which was contingent upon the approval of the Gailey Eye Clinic's Board of Directors.

Alderman Sage restated that the Petitioner's best estimate was that the plan would be ready by February 23, 2009.

Susie Curtis, 1502 N. Lee St., addressed the Council. She understood the request. She requested that the item be laid over until March 9, 2009. She was unable to attend the February 23rd meeting.

Alderman Schmidt noted that this request would give the Petitioner more time not less. She restated that if denied the Petitioner would be able to refile.

Alderman Sage suggested that the item be laid over until March 9, 2009. This would allow the Petitioner plenty of time.

Alderman Fruin questioned if all of the Aldermen would be able to attend this meeting. He added that he would not be in attendance.

Alderman Crawford also questioned the attendance of neighborhood residents.

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

Motion carried.

Motion by Alderman Purcell, seconded by Alderman Schmidt that the item be laid over until the Council's March 9, 2009 meeting.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

Dan Augstin, Director – Fleet, presented the one bid for Gasoline & Diesel Fuel. The bid was submitted by Evergreen FS. All of the documentation was in order. The specifications were met. He noted the cost per gallon, the transport fee per gallon and per tank. The City purchased gasoline and diesel fuel. In addition the City would receive a five percent (5%) discount for LP/kerosene. The initial period would cover May 1, 2009 until December 31, 2010. The best time to purchase fuel was during January and February. The plan was to move the City's purchase to the calendar year. City staff had anticipated that there would only be one (1) bidder. He recommended that the bid be awarded to Evergreen FS for May 1, 2009 to December 31, 2010, with the option of four (4) renewal periods.

Motion by Alderman Schmidt, seconded by Alderman Hanson that the bid for gasoline & diesel fuel be award to Evergreen FS for the period commencing May 1, 2009 and ending December 31, 2010 with four (4) optional renewal periods.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

Mark Huber, Director PACE, presented the one bid for demolition of garage located at 1419 Eastholme Street. Dave Capodice Excavating had submitted the lone bid in the amount of \$2,150. This figure was below staff's estimate. All of the paper work was in order. He requested approval of same.

Motion by Alderman Huette, seconded by Alderman Schmidt that the bid for the demolition of a garage located at 1419 Eastholme Street be awarded to Dave Capodice Excavating in the amount of \$2,150 and the orders to proceed be issued.

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

Ayes: Aldermen Stearns, Huette, Schmidt, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton presented a plaque to out going City Manager Tom Hamilton. Mr. Hamilton would retire on Friday, January 23, 2009. A reception would be held at City Hall on Thursday, January 22, 2009 from 2:00 until 4:00 p.m. He had known Mr. Hamilton for a number of years. They met during State Farm's Corporate South project. He noted that since 1993 the City's population had grown from 54,000 to over 75,000. He cited the growth, (the number of subdivisions, new parks, Police Station, etc.). The City Manager's attention must be on major projects while overseeing the day to day business of the City, (police, fire, parks, refuse, etc.). The City has provided high quality services. Mr. Hamilton has been adaptive to the different styles of the Mayors and Aldermen that he has served. Mr. Hamilton had been supportive of the Back to the Basics program. As Mayor, he was grateful for his support.

Mr. Hamilton thanked the Mayor for the kind word. He had interned with Ken Emmons, former City Planner, in 1977 at the McLean County Regional Planning Commission. He was amazed how time had flown by. He expressed his appreciation to everyone. Everyone has different ways/styles of doing things. The City had a wonderful staff who supported the City Manager and the Mayor and Council. The City could not ask for better people. He would miss the people upon the leaving the City.

Mayor Stockton encouraged Mr. Hamilton to look forward to what the future would bring. The City was losing his years of experience. Mayor Stockton introduced David Hales, incoming City Manager, who would assume this role on January 24, 2009.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Hanson had attended the Martin Luther King Jr. Luncheon on Saturday, January 10, 2009. The event was well attended and Dr. Samuel Betances, the event's speaker was powerful.

He also thanked Mr. Hamilton for his years of service to the City. The position of City Manager involved a fine balance. The individual must understand the position and have a respect for policy versus operations. Mr. Hamilton had worked well with City staff with a focus on what was best for the City.

Alderman Sage thanked Doug Grovesteen, Director of Engineering, and Jim Karch, Director of Public Service. They attended a home owner's association meeting on Friday night, (January 9, 2009).

He also thanked Mr. Hamilton for his years of service to the City.

Alderman Fruin acknowledged an email from Todd Greenburg, Corporation Counsel, regarding Interchange City West. Various department heads had been emailing the Council to keep them informed of various issues.

He added that the Downtown Bloomington Association would be holding a meeting tomorrow, January 13, 2009 at 7:00 p.m. Alderman Schmidt noted that this meeting would be held on Wednesday, January 14, 2009.

He and Alderman Schmidt would be meeting with the Pantagraph staff tomorrow on the subject of blogs.

Alderman Fruin informed the Council that he had met Mr. Hamilton over twenty (20) years ago when he was serving on the Planning Commission. He had learned the importance of having a community wide view in order to address balance and betterment of the City. He noted Mr. Hamilton's adaptability. He had served under three (3) mayors and dozens of aldermen. He was always willing to give credit to City staff and others. A City Manager has no vote and does not make the decisions. He does not offer encouragement or try to influence the Council. His mandate is to answer the Council's questions. He had a good relationship with Mr. Hamilton and would miss him. He expressed his appreciation to Mr. Hamilton.

Alderman Schmidt requested that the water meter reader job description and salary data be shared with the media. Mayor Stockton noted that there was a history behind this position.

Alderman Schmidt expressed her appreciation to Mr. Hamilton. She had enjoyed working with him. She noted his ability to pull together facts. She acknowledged the quality of City staff.

Alderman Purcell thanked Mr. Hamilton for his years of service to the City and wished him the best in retirement.

Alderman Stearns thanked Mr. Hamilton for his fifteen (15) years of service to the City as City Manager. She noted the various programs and accomplishments. Mr. Hamilton had left his mark on the City.

Alderman Huette also thanked Mr. Hamilton for his fifteen (15) years of service to the City. He had served the City well. The City operated under the city manager form of government. The City had seen a lot of change during his tenure. Mr. Hamilton would be able to look back with pride on his tenure with the City. Bloomington was a great city. He credited Mr. Hamilton with welcoming him to the City and his willingness to share information.

Motion by Alderman Schmidt, seconded by Alderman Purcell, that the meeting be adjourned. Time: 10:35 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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