

**COUNCIL PROCEEDINGS  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS**

**The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, October 13, 2008.**

**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 Deputy City Clerk to call the roll and the following members answered present:**

**Aldermen: Judy Stearns, Kevin Huette, Allen Gibson, David Sage, John Hanson, Jim Finnegan, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.**

**City Manager Tom Hamilton, Deputy City Clerk Julie Phillips, and Corporate Counsel Todd Greenburg were also present.**

**Absent: Tracey Covert, City Clerk**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Opening of One Proposal for the Re-Bid of the Box Office Enclosure for the US Cellular Coliseum

Proposals were received until October 1, 2008 at 12:00 p.m., (noon) by the City Clerk for the Re-Bid of the Box Office Enclosure for the US Cellular Coliseum. There is \$150,000 budgeted for this item. Only one proposal was received by the City Clerk and it is City policy in situations where only one bid or proposal is received to have it opened and read at the Council Meeting.

Staff requests that Council authorize staff to open the proposal at the October 13, 2008 Meeting and present the Council with a recommendation prior to the end of the Council Meeting concerning award of the proposal.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Motion by Alderman Gibson, seconded by Alderman Hanson that the Proposal be opened at the October 13, 2008 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, Finnegan, Gibson, 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: Proclamation

The following proclamation has been requested and should be received and placed on file with the City Clerk:

1. Declaring November 11, 2008 the Official Day of Commemoration and Celebration of the 90<sup>th</sup> Anniversary of the Bloomington/Normal Branch of the National Association for the Advancement of Colored People.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Mayor Stockton presented the Proclamation. He stated that the Bloomington/Normal branch of the National Association for the Advancement of Colored People (NAACP) is the oldest branch in the state. It was founded in 1918 and has served the City well over these many years.**

**Mike Williams, President of the Bloomington/Normal branch addressed the Council. He thanked the Mayor and Council for their support. He was proud to be a part of the oldest branch of the NAACP.**

**Motion by Alderman Gibson, seconded by Alderman Hanson that the proclamation be made a matter of record.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, 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 August 25, 2008 and Work Session Minutes of September 8, 2008

The Council Proceedings August 25, 2008 and Work Session Minutes of September 8, 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 Gibson, seconded by Alderman Hanson that the reading of the minutes of the previous Council Proceedings of August 25, 2008 and Work Session Minutes of September 8, 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, Finnegan, Gibson, 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 Gibson, seconded by Alderman Hanson 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, Finnegan, Gibson, 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 fifth partial payment to Peace Meal in the amount of \$625 on a contract amount of \$7,500 of which \$3,125 will have been paid to date for work certified as 42% complete for the John M. Scott Home Delivered Meals. Completion date – April 2009.
2. The fifth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$10,410 will have been paid to date for work certified as 42% complete for the Peace Meal. Completion date – May 2009.

3. The sixth and final payment to Illinois House Building, LLC in the amount of \$23,661.13 on a contract amount of \$140,000 of which \$140,000 will have been paid to date for work certified as 100% complete for the Illinois House TIF Agreement. Completion date – December 2010.
4. The eighteenth partial payment to McLean County in the amount of \$3,000.63 on a contract amount of \$100,000 of which \$60,699.48 will have been paid to date for work certified as 61% complete for the East Side Corridor. Completion date – September 2008.
5. The fourth partial payment to Teska Associates, Inc. in the amount of \$5,957.46 on a contract amount of \$49,650 of which \$39,032.50 will have been paid to date for work certified as 79% complete for the Teska Westside Redevelopment Planning. Completion date – April 2009.
6. The eighth and final payment to Farnsworth Group in the amount of \$8,744.83 on a contract amount of \$60,945.31 of which \$60,856.49 will have been paid to date for work certified as 100% complete for the Downtown Main Street Beautification Preliminary Report, Field Survey and Project Development. Completion date – October 2008.
7. The fifth partial payment to Peoria Metro Construction in the amount of \$163,042.45 on a contract amount of \$2,895,600 of which \$634,225.65 will have been paid to date for work certified as 22% complete for the Construction of Fire Station #5. Completion date – February 2009.
8. The second partial payment to Kirk C & D Recycling, Inc. in the amount of \$36,240.03 on a contract amount of \$423,000 of which \$104,159.15 will have been paid to date for work certified as 25% complete for the Demolition of 408 E. Washington St. Completion date – May 2008.
9. The third partial payment to the Pantagraph in the amount of \$5,087.80 on a contract amount of \$40,097.92 of which \$8,629.20 will have been paid to date for work certified as 22% complete for the 2008-2009 Seasonal Advertising Services for the Bloomington Center for the Performing Arts. Completion date – April 2009.
10. The fourth partial payment to JG Stewart Contractors in the amount of \$21,257.04 on a contract amount of \$200,000 of which \$119,265.91 will have been paid to date for work certified as 60% complete for the 2008-2009 Sidewalk Replacement and Handicap Ramp Program. Completion date – November 2008.
11. The third partial payment to Rowe Construction in the amount of \$80,118.87 on a contract amount of \$642,463.59 of which \$227,281.63 will have been paid to date for work certified as 35% complete for the 2008 Curb and Gutter Improvements. Completion date – December 2008.

12. The seventeenth partial payment to Rowe Construction in the amount of \$262,114.48 on a contract amount of \$2,940,450.76 of which \$2,685,549.24 will have been paid to date for work certified as 91.3% complete for the Mitsubishi Motorway – Six Points to Sugar Creek. Completion date – October 2008.
13. The sixteenth partial payment to Stark Excavating, Inc. in the amount of \$175,928.76 on a contract amount of \$1,925,274.55 of which \$1,521,270.28 will have been paid to date for work certified as 79% complete for the Morris Ave. – Miller to Fox Hill Apartments. Completion date – January 2009.
14. The twenty-sixth partial payment to Clark Dietz, Inc. in the amount of \$911.64 on a contract amount of \$330,000 of which \$313,038.24 will have been paid to date for work certified as 95% complete for the Hamilton Road – Timberlake to Main St., f/k/a Hamilton & Main St. Completion date – January 2009.
15. The thirteenth partial payment to Farnsworth Group in the amount of \$24,468.67 on a contract amount of \$130,300 of which \$120,000 will have been paid to date for work certified as 92% complete for the Tanner Street – Morris to Lake Dr. Completion date – August 2008.
16. The first partial payment to Farnsworth Group in the amount of \$1,570 on a contract amount of \$94,800 of which \$1,570 will have been paid to date for work certified as 2% complete for the Constitution Trail Extension Phase II – Grove to Croxton. Completion date – January 2010.
17. The second partial payment to Stark Excavating in the amount of \$549,005.80 on a contract amount of \$1,327,376.20 of which \$855,041.80 will have been paid to date for work certified as 64% complete for the Kickapoo Creek Restoration – Phase I (Site Work) Completion date – November 2008.
18. The second partial payment to Westin Engineering, Inc. in the amount of \$7,840 on a contract amount of \$15,800 of which \$13,840 will have been paid to date for work certified as 88% complete for the Knowledge Transfer Project. Completion date – December 2008.
19. The seventh partial payment to Clark Dietz in the amount of \$1,232.50 on a contract amount of \$15,000 of which \$11,983.85 will have been paid to date for work certified as 80% complete for the Permit Modification from IDNR Evergreen Reservoir Fish Barrier. Completion date – December 2008.
20. The fourth partial payment to Clark Dietz in the amount of \$684.50 on a contract amount of \$50,000 of which \$6,680.82 will have been paid to date for work certified as 13% complete for the Water Mapping Service. Completion date – December 2008.

21. The fourth partial payment to Clark Dietz in the amount of \$1,970.75 on a contract amount of \$20,000 of which \$8,775.52 will have been paid to date for work certified as 44% complete for the Inspection Services for Water Main Installation on West Miller Street. Completion date – December 2008.
22. The fourth partial payment to Clark Dietz in the amount of \$4,619.83 on a contract amount of \$20,000 of which \$9,725.92 will have been paid to date for work certified as 49% complete for the Inspection Services for Water Main Construction on E. Lincoln from Morrissey to McGregor. Completion date – December 2008.
23. The third and final payment to Stark Excavating, Inc. in the amount of \$2,502.74 on a contract amount of \$82,996.60 of which \$82,841.24 will have been paid to date for work certified as 100% complete for the Water Main Improvements on Miller Street. Completion date – December 2008.
24. The second partial payment to Farnsworth Group in the amount of \$999 on a contract amount of \$13,500 of which \$6,321.70 will have been paid to date for work certified as 47% complete for the Water Main Replacement on Illinois Street. Completion date – December 2008.
25. The thirteenth partial payment to Clark Dietz in the amount of \$1,347.50 on a contract amount of \$47,000 of which \$45,246.09 will have been paid to date for work certified as 96% complete for the Construction Observation for James and Charles Street. Completion date – November 2008.
26. The fourteenth partial payment to Clark Dietz in the amount of \$225 on a contract amount of \$84,600 of which \$56,249.22 will have been paid to date for work certified as 66% complete for the Parmon Road Water Main Replacement. Completion date - December 2008.
27. The ninth partial payment to Clark Dietz in the amount of \$19,078.75 on a contract amount of \$305,000 of which \$64,632.19 will have been paid to date for work certified as 21% complete for the Locust/Colton Street Sewer Separation and Water Main Replacement. Completion date – May 2008.
28. The sixtieth partial payment to Farnsworth Group in the amount of \$4,053.93 on a contract amount of \$1,077,688.73 of which \$1,054,328.72 will have been paid to date for work certified as 98% complete for the Design Transmission Water Main to Lake Bloomington. Completion date – October 2008.
29. The thirty-first partial payment to Farnsworth Group in the amount of \$3,025 on a contract amount of \$384,300 of which \$375,019.12 will have been paid to date for work certified as 98% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – July 2008.

30. The thirteenth and final payment to Farnsworth Group in the amount of 30,647.98 on a contract amount of \$199,015.36 of which \$199,015.36 will have been paid to date for work certified as 100% complete for the Lincoln Street – Bunn to Morrissey. Completion date – October 2008.

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

Respectfully,

Tom Hamilton  
City Manager

**Alderman Schmidt referenced payment number eight (8) to Kirk C & D Recycling (The second partial payment to Kirk C & D Recycling, Inc. in the amount of \$36,240.03 on a contract amount of \$423,000 of which \$104,159.15 will have been paid to date for work certified as 25% complete for the Demolition of 408 E. Washington St. Completion date – May 2008).**

**She was glad to see that the Coachman Hotel had been demolished. She questioned the future use for this land. Mr. Hamilton replied that the City did not own the land. If the City owned the property, the Council would determine its future use. Alderman Schmidt questioned what options the current owner had. Hannah Eisner, Deputy Corporation Counsel responded that the owners could Quit Claim Deed the property to the City, or hold the property for two (2) years while trying to sell it. She stated that it was very likely that the City would eventually obtain the deed to the property.**

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**



To: Members of the City Council  
From: Stephen Stockton, Mayor  
Subject: Appointment(s) and Reappointment(s) to Various Boards and Commissions

I ask that you concur with the following appointments:

Heating and Cooling Board:

C. Robert Berry, 906 E. Locust. His term will expire April 30, 2013. He is replacing Stanley Swearingen.

Chad A. Mayes, 106 Oak Creek Plaza. His term will expire April 30, 2013. He is replacing Tom Laskowski.

Board of Police and Fire:

Keith Rich, 32 Chiswick Circle. His term will expire on April 30, 2011.

Respectfully,

Stephen F. Stockton  
Mayor

**Mayor Stockton introduced Keith Rich. Mr. Rich was formerly the Director of the Parks and Recreation Department. This was the first Council meeting that he had attended since his retirement.**

**Mr. Rich addressed the Council. He stated that when he was first approached to serve on the Board of Police and Fire he reflected upon what benefit he could provide to the Board. He has had experience with planning and hiring of personnel. He was familiar with the process of selecting the best candidates for a position. He was proud to serve the City, and was enjoying his retirement.**

**Motion by Alderman Gibson, seconded by Alderman Hanson that the appointments be approved.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, 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 Purchase Two (2) Street Sweepers Using the State of Missouri Purchasing Contract

The Public Service Department currently operates three (3) Elgin street sweepers. Two (2) sweepers, a 97' Elgin Pelican and a 02' Elgin Eagle are budgeted for and in need of replacement. Staff would like to replace the two (2) machines with new Elgin Eagle sweepers. The Eagle sweeper is more efficient than the Pelican.

Over the years the City has owned Elgin products, and hosted week long evaluations of other manufactures. The operators believe that the Elgin product provides superior productivity. Parts are normally readily available through the dealer Key Equipment Co, Inc. Maryland Heights, MO. Elgin sweepers are manufactured in Elgin, IL.

Currently the State of Illinois does not have a joint purchasing contract available for this product. However, staff has learned that the State of Missouri currently has a contract to purchase the desired machines and it allows other government entities to purchase from their contracts. Key Equipment Co, Inc., Maryland Heights, MO, currently holds this contract. Key Equipment is the dealer for Elgin products and replacement parts for the current sweepers. Two (2) other area communities, Pekin and Champaign, have used this contract to purchase new Elgin Eagle sweepers. There is currently one (1) other Central Illinois community considering using the Missouri contract to make a purchase.

Staff respectfully requests to use the Missouri Purchasing Contract to purchase the two (2) street sweepers for the following reasons: 1) there currently is no State of Illinois contract available for this purchase, and 2.) if the City waits for same, then the cost will be higher than the current State of Missouri contract. Staff has acquired written permission from the State of Missouri to use their joint purchasing contract. If the City were to request bids for these machines, it would result in a minimum price increase of three to five percent, (3% - 5 %.)

The purchase price for two (2) new Elgin Eagle sweepers would be \$420,989. If the City solicits bids, the estimated minimum purchase price would be \$442,000. This is mostly due to the escalating cost of steel and the increased chassis cost used in the manufacturing of the machines. The old machines will be auctioned off when the new machines are received and put into service.

There are funds budgeted in the Equipment Replacement Funds, \$169,985 in F16122-72140, and \$170,000 in F55300-72140. The difference, \$81,004, will come from the Equipment Replacement Fund F16130. Staff had budgeted \$500,000 to replace four (4) refuse packers. They will not be replaced this year due to low maintenance cost.

Staff respectfully recommends that Council waive the formal bidding process and approve the purchase of two (2) replacement Elgin Eagle street sweepers from Key Equipment Maryland Heights, MO using the State of Missouri Purchasing contract in the amount of \$420,989, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted. The two (2) old sweepers will be sold by auction after the new units are placed in service and all training completed.

Respectfully,

Daniel Augstin  
Director of Fleet Management

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 64**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF TWO (2) REPLACEMENT ELGIN EAGLE  
STREET SWEEPERS FOR THE PUBLIC SERVICE DEPARTMENT FROM KEY  
EQUIPMENT CO, INC. MARYLAND HEIGHTS, MO, USING THE STATE OF  
MISSOURI PURCHASING CONTRACT IN THE AMOUNT OF \$420,989**

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) replacement Elgin Eagle street sweepers for the Public Service Department from Key Equipment Co, Inc. Maryland Heights, MO, using the State of Missouri Purchasing Contract in the amount of \$420,989.

ADOPTED this 13<sup>th</sup> day of October, 2008.

APPROVED this 14<sup>th</sup> day of October, 2008.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Hanson that the formal bidding process be waived, two (2) replacement Elgin Eagle street sweepers for the Public Service Department be purchased from Key Equipment Co, Inc., Maryland Heights, MO, using the State of Missouri Purchasing Contract in the amount of \$420,989, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, 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 the Replacement of the Parking Control System at the Lincoln Parking Garage

The existing parking control system at the Lincoln Garage has reached the end of its useful life. It continually breaks down and complaints are received daily from customers regarding the inability of this system to function properly. The major components of the parking system consists of control gates, hourly parking ticket dispensers, monthly parking pass readers, software, and a cash box.

At this time the parking garages are managed using three (3) software programs and equipment supplied by two (2) companies. The equipment and software in the other three (3) parking garages was supplied and installed by Security Parking Systems of Peoria, and has proven to be very reliable. Operating all four (4) garages with the same equipment and software would reduce both equipment and software maintenance costs. Security Parking has submitted a quote for replacing the Lincoln Garage equipment in the amount \$117,195. Staff has reviewed the quote and finds everything to be in order.

Staff respectfully recommends that Council waive the formal bidding process and approve a Purchase Order to Security Parking Systems in the amount of \$117,195 for replacing the parking equipment and software at the Lincoln Parking Garage. Funds for this project have been budgeted for in account #X54100-70050 and the Parking Equipment Replacement Fund #F54200-72120.

Respectfully,

Mark R. Huber  
Director of PACE

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 65**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF NEW PARKING SYSTEM EQUIPMENT FOR  
THE LINCOLN PARKING GARAGE FROM SECURITY PARKING SYSTEMS IN THE  
AMOUNT OF \$117,195**

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 new Parking system equipment for the Lincoln Parking Garage from Security Parking Systems in the amount of \$117,195.

ADOPTED this 13<sup>th</sup> day of October, 2008.

APPROVED this 14<sup>th</sup> day of October, 2008.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Alderman Sage questioned this item. He inquired about the return on the investment for this replacement equipment. Tom Hamilton, City Manager, responded that this equipment would be the same as what is being used in all of the other parking garages. The uniformity of equipment would save staff time.**

**Mark Huber, Director of PACE, addressed the Council. He stated that the existing equipment is eighteen (18) years old. There were mechanical problems with this equipment on average two (2) times per week. There were times that traffic is backed up due to the equipment failing, and other times that vehicles were allow to pass through the gates without paying for their parking fees. The replacement equipment would be provided by a company in Peoria, which would save additional expense if the equipment needed serviced. Alderman Sage noted that he was in support of increased safety, and reducing lost revenue.**

**Motion by Alderman Gibson, seconded by Alderman Hanson that the formal bidding process be waived, the Lincoln Garage Parking system equipment be purchased from Security Parking Systems in the amount of \$117,195, 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, Finnegan, Gibson, 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: Analysis of Bids for the Purchase and Installation of a New Transformer for the Water Treatment Plant

Bids for the purchase and installation of a new transformer for the Water Treatment Plant were received and opened on September 23, 2008. The following is the summary of the bids as follows:

Wm. Masters, Inc.	\$ 103,800*
Egizii Electric, Inc.	\$ 124,500
Anderson Electric, Inc	\$ 158,000

\*Low and Recommended Bid.

The Engineer's estimate for this capital project was \$108,500, and is included in the fiscal year 2008/2009 budget. This project is necessary to provide a new transformer with additional capacity for the Water Treatment Plant.

Staff respectfully recommends that Council accept the least cost, qualified bid and award the contract to William Masters, Inc. in the amount of \$103,800, and that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this project will be paid from Water Depreciation Funds, X50200-72540.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Alderman Purcell questioned this item. He inquired if the transformer could blow and how many gallons it would output. Craig Cummings, Director of Water addressed the Council. He responded that the new transformer would output 30 million gallons per day. Alderman Purcell questioned if enough voltage would be provided to the transformer to run the pumps at 30 million gallons per day. Mr. Cummings affirmed, noting that all of these factors were considered.**

**Motion by Alderman Gibson, seconded by Alderman Hanson that the bid for a New Transformer for the Water Treatment Plant be awarded to William Masters, Inc. in the amount of \$103,800, 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, Finnegan, Gibson, 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: Proposed Change Order to Stark Excavating, Inc. for Extra Work Done on Fox Creek Road and Scottsdale Avenue Improvements

On September 25, 2006, Council approved a contract with Stark Excavating, Inc. for the Fox Creek Road and Scottsdale Avenue Improvements. During Construction of this project, three items were encountered which resulted in additional costs.

1. Due to the growth of trees from the time the construction plans were completed and when the project was bid, there was an additional quantity of tree removal resulting in an additional cost of \$8,732.

2. At the request of several property owners, additional width of concrete driveway was constructed. The additional cost to construct the additional driveway pavement was \$11,980.61.
3. On Fox Creek Road, several areas were discovered where the existing sub-grade material was found to be unsuitable. The additional cost to remove the unsuitable material and replace it with suitable granular material was \$24,268.65.

Original Contract	\$2,959,945.10
This Change Order	<u>44,981.26</u>
Completed Contract	\$3,004,926.36

The funding breakdown for this project is as follows:

	WDF <u>X50200-72540</u>	SWDF <u>X55200-72540</u>	CIF <u>X40152-72530</u>	<u>Total</u>
Original Contract	\$398,715.51	\$421,456.52	\$2,139,773.07	\$2,959,945.10
Completed Contract	\$369,046.17	\$423,090.04	\$2,212,790.15	\$3,004,926.36
Difference	- 29,669.34	+ 1,633.52	+ 73,017.08	+ 44,981.26

As this additional work was necessary for the orderly and proper completion of this project, staff respectfully recommends that Council approve this Change Order in the amount of \$44,981.26 with additional funding of \$1,633.52 from (X55200-72540) Storm Water Depreciation Funds and \$73,017.08 from Capital Improvement Funds (X40152-72530).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 67**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$44,981.26 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND STARK EXCAVATING, INC. FOR THE FOX CREEK ROAD AND SCOTTSDALE AVENUE IMPROVEMENTS**

WHEREAS, the City of Bloomington has previously entered into a contract with Stark Excavating, Inc. for the Fox Creek Road and Scottsdale Avenue Improvements; and

WHEREAS, for the reasons set forth in a staff report dated October 13, 2008 the following changes were necessary:



1. Due to the growth of trees from the time the construction plans were completed and when the project was bid, there was an additional quantity of tree removal resulting in an additional cost of \$8,732.
2. At the request of several property owners, additional width of concrete driveway was constructed. The additional cost to construct the additional driveway pavement was \$11,980.61.
3. On Fox Creek Road, several areas were discovered where the existing sub-grade material was found to be unsuitable. The additional cost to remove the unsuitable material and replace it with suitable granular material was \$24,268.65.

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the October 13, 2008 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$44,981.26 in the contract between the City of Bloomington and Stark Excavating, Inc. for the Fox Creek Road and Scottsdale Avenue Improvements be approved.

ADOPTED this 13<sup>th</sup> day of October, 2008.

APPROVED this 14<sup>th</sup> day of October, 2008.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Alderman Stearns questioned the additional \$11,000 spent to widen driveways. Tom Hamilton, City Manager, responded that there are times when the City will provide turn arounds or a wider approach to improve safety. Doug Grovesteen, Director of Engineering, agreed, adding that when roads are built along farm land, some drives are made wider for farm equipment. Alderman Stearns questioned if these driveways were private property. Mr. Grovesteen responded that the driveways in question were actually on the City's right of way.**

**Motion by Alderman Gibson, seconded by Alderman Hanson that the Change Order in the amount of \$44,981.26 be approved and the Resolution adopted.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, 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: Change Order to the Professional Services Agreement with Foth for the Design of Lafayette Street from Maple to Morrissey (MFT Section 06-00336-00-PV)

On September 25, 2006, Council approved a contract for professional services with Foth in the amount of \$120,000 for the design of Lafayette Street from Maple to Morrissey. During the initial design phase, it became apparent that a detailed drainage study of the project area was necessary to minimize the impacts of the proposed storm water drainage system to area residents and to evaluate the capacity of the parallel storm sewer system on Beechwood Avenue. On August 27, 2007, Council approved a change order in the amount of \$13,264 to fund the drainage study with the hope of reducing the overall project costs.

Foth has completed the detailed drainage study of the area and found that the capacity of the 54" Beechwood Avenue storm sewer is sufficient to drain a large portion of the project area and can be utilized to a greater extent than originally planned. It is estimated that the resulting changes to the storm sewer quantity, size, and depth will save approximately \$275,000 in construction costs.

Foth has requested a change order in the amount of \$30,000 to cover the increased costs associated with the necessary changes to the construction plans and legal documents. Staff believes this to be reasonable given the anticipated construction cost savings. As Motor Fuel Tax (MFT) funds will be utilized, a supplemental IDOT resolution appropriating \$30,000 is also needed.

Staff respectfully recommends that Council approve a change order to the professional services agreement with Foth for the Design of Lafayette Street from Maple to Morrissey in the amount of \$30,000, increasing the maximum not to exceed total to \$163,246.00, with payment to be made from Motor Fuel Tax Funds (X20300-72530, \$30,000.00) and further that a supplemental MFT resolution appropriating \$30,000.00 in MFT funds be adopted.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 68**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE  
AMOUNT OF \$30,000 IN THE CONTRACT BETWEEN THE CITY  
OF BLOOMINGTON AND FOTH FOR THE DESIGN OF LAFAYETTE STREET  
FROM MAPLE TO MORRISSEY**

WHEREAS, the City of Bloomington has previously entered into a contract with Foth for the Design of Lafayette Street from Maple to Morrissey; and

WHEREAS, for the reasons set forth in a staff report dated October 13, 2008 it was necessary to perform a detailed drainage study of the project area to minimize the impacts of the proposed storm water drainage system to area residents and evaluate the capacity of the parallel storm sewer system on Beechwood Avenue; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the October 13, 2008 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$30,000 in the contract between the City of Bloomington and Foth for the Design of Lafayette Street from Maple to Morrissey be approved.

ADOPTED this 13<sup>th</sup> day of October, 2008.

APPROVED this 14<sup>th</sup> day of October, 2008.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

(RESOLUTION NO. 2008-69 ON FILE IN THE CLERK'S OFFICE)

**Motion by Alderman Gibson, seconded by Alderman Hanson that the Change Order in the amount of \$30,000 be approved and the Resolutions adopted.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, 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: Disposition of 1110 Woodbury Place

School District 87 and its Area Vocational Center (AVC) and the City's Code Enforcement Division completed the construction of a single-family residence located at 1110 Woodbury Place a year ago. It has been listed "for sale" with a local realtor after several months of self-marketing. This house is one (1) of two (2) dwellings constructed over the last year in the affordable housing subdivision called Woodbury Estates. Previously, Council approved interest free construction loans for the building of these two (2) dwellings.

The house contains three (3) bedrooms and two (2) full baths. The house was constructed to meet Energy Star standards and is handicap accessible. The house was appraised at \$162,800. An offer to purchase in the amount of \$154,300 was received from the William and Cathy Cox household. The offer was accepted subject to Council approval and subject to the household meeting HUD income guidelines for their family size.

Staff respectfully requests that Council approve the sale and authorize staff to proceed with the closing of 1110 Woodbury Place, for the selling price of \$154,300 to the William and Cathy Cox household. The proceeds from the sale will be returned to General Fund line item 19110-57110, Sale of Property.

Respectfully,

Mark R. Huber  
Director of PACE

Tom Hamilton  
City Manager

**Motion by Alderman Gibson, seconded by Alderman Hanson that the Contract for Real Estate with William and Cathy Cox be approved in the amount of \$154,300, and the Mayor and City Clerk be authorized to execute the necessary documents, subject to HUD income guidelines.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, 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: Illinois Department of Transportation Utility Permit Application for Lee Street Sanitary Sewer Extension - Locust to Chestnut

Currently the City is requesting bids for a Sanitary Sewer Extension on Lee Street (Illinois Route 9) from Locust Street to Chestnut Street. The Illinois Department of Transportation requires that a Utility Permit Application be submitted whenever work is performed in the State's right-of-way.

Staff respectfully recommends that Council approve the Utility Permit Application required by the Illinois Department of Transportation, 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

(PERMIT ON FILE IN THE CLERK'S OFFICE)

**Motion by Alderman Gibson, seconded by Alderman Hanson that the Utility Permit Application 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, Finnegan, Gibson, 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 Land Trust CC-1 Requesting Approval of a Final Plat for the 17<sup>th</sup> Addition to Fox Creek Country Club Subdivision

A petition has been received from Land Trust CC-1 requesting approval of a Final Plat of the 17<sup>th</sup> Addition to Fox Creek Country Club Subdivision. The petitioner is also requesting a variance to allow property corners to be pinned with 1/2" iron rods instead of 5/8" iron rods as required in the Manual of Practice. Staff has reviewed the Final Plat and finds it in conformance with the Preliminary Plan approved November 14, 1994.

In accordance with the Annexation Agreement approved by Council on April 25, 1994, there are no tap on fees required to be paid for this development before final platting. However, the developer is to pay \$4,000 per lot each time a lot zoned R-1B is sold. Also, per the Annexation Agreement, the required revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.

Staff respectfully recommends that Council accept the petition and pass an Ordinance approving the Final Plat for Fox Creek Country Club Subdivision, 17<sup>th</sup> Addition, and allowing the variance for property corners to be pinned with 1/2" iron rods.

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 Land Trust CC-1, 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 Seventeenth Addition to Fox Creek Country Club Subdivision, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;

WHEREFORE, your petitioner prays that the Final Plat for Seventeenth Addition to Fox Creek Country Club Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Mercer Turner as its attorney

**ORDINANCE NO. 2008-67**

**AN ORDINANCE APPROVING THE FINAL PLAT OF SEVENTEENTH ADDITION TO  
FOX CREEK COUNTRY CLUB SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Seventeenth Addition to Fox Creek Country Club Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

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

PASSED this 13<sup>th</sup> day of October, 2008.

APPROVED this 14<sup>th</sup> day of October, 2008.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**

The 17<sup>TH</sup> Addition to Fox Creek Country Club Subdivision

A Part Of Outlot 1 in Fox Creek Subdivision in the City Of Bloomington as Recorded as Document Number 95-26592, in Part of the Northeast Quarter of Section 24, Township 23 North, Range 1 East of the Third Principal Meridian, Mclean County, Illinois, being more Particularly Described as Follows:



Beginning At The Southwest Corner Of Lot 560 Of The 16<sup>TH</sup> Addition To Fox Creek Country Club Subdivision; Thence North 89 Degrees 16 Minutes 11 Seconds West, A Distance Of 1292.58 Feet, Along The South Line Of The North Half Of The Northeast Quarter Of Said Section 24 To An Iron Rod At The Southwest Corner Of Said Outlot 1; Thence North 0 Degrees 00 Minutes 00 Seconds East, A Distance Of 492.06 Feet, Along The West Line Of Said Northeast Quarter Of Section 24, To An Iron Rod; Thence North 72 Degrees 36 Minutes 19 Seconds East, A Distance Of 154.98 Feet, To An Iron Rod; Thence Along A Circular Curve To The Right, Having A Radius Of 610.00 Feet, An Arc Length Of 9.92 Feet, A Chord Bearing North 16 Degrees 55 Minutes 43 Seconds West, And A Chord Distance Of 9.92 Feet; Thence North 73 Degrees 32 Minutes 14 Seconds East, A Distance Of 210.00 Feet, To An Iron Rod; Thence Along A Circular Curve To The Left, Having A Radius Of 400.00 Feet, An Arc Length Of 173.09 Feet, A Chord Bearing South 28 Degrees 51 Minutes 31 Seconds East, And A Chord Distance Of 171.74 Feet; Thence South 79 Degrees 43 Minutes 16 Seconds East, A Distance Of 788.26 Feet, To An Iron Rod; Thence Along A Circular Curve To The Left, Having A Radius Of 120.00 Feet, An Arc Length Of 87.18 Feet, A Chord Bearing North 79 Degrees 27 Minutes 25 Seconds East, And A Chord Distance Of 85.27 Feet; Thence South 31 Degrees 21 Minutes 20 Seconds East, A Distance Of 150.00, To An Iron Rod; Thence Along A Circular Curve to the Right, Having A Radius Of 270.00 Feet, An Arc Length Of 108.41 Feet, A Chord Bearing South 70 Degrees 08 Minutes 51 Seconds West, And A Chord Distance Of 107.69 Feet; Thence South 8 Degrees 20 Minutes 59 Seconds East, A Distance Of 185.71 Feet To The Point Of Beginning; Said Described 17<sup>TH</sup> Addition To Fox Creek Country Club Subdivision Containing 13.22 Acres, More Or Less, Being Subject To All Existing Easements And Rights-Of-Way. Bearings Assumed For The Purpose Of Description Only.

**Motion by Alderman Gibson, seconded by Alderman Hanson 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, Finnegan, Gibson, 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 Submitted by Interchange City West, LLC, Requesting Approval of the Final Plat for Interstate Business Park Subdivision, 9th Addition

A Petition has been submitted by Interchange City West, LLC requesting approval of a Final Plat for Interstate Business Park 9th Addition. This subdivision is located south of W. Market Street, (IL Rte. 9) and west of Interstate Drive. Staff reviewed the Final Plat and finds it in conformance with the provisions of the Preliminary Plan approved May 10, 2004. There are tap on fees due from this subdivision per the Annexation Agreement dated October 9, 1995.

Staff respectfully recommends that Council approve the petition and adopt an Ordinance approving the Final Plat for Interstate Business Park 9th Addition subject to the petitioner paying the required tap on fees 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 INTERCHANGE CITY WEST, L.L.C., an Illinois Limited Liability Company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises described on Exhibit A attached hereto and made a part hereof by this reference;
2. That your petitioner seeks approval of the Final Plat for the subdivision to be known and described as Interstate Business Park, 9<sup>th</sup> Addition, Bloomington, Illinois, which Final Plat is attached hereto and made a part hereof;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None;
4. That your petitioner hereby dedicates to the public, all public rights-of-way and easements shown on said Final Plat.

WHEREFORE, your Petitioner, INTERCHANGE CITY WEST, L.L.C., an Illinois Limited Liability Company, prays that the that the Final Plat for Interstate Business Park, 9<sup>th</sup> Addition, Bloomington, Illinois, submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

INTERCHANGE CITY WEST, L.L.C., an  
Illinois Limited Liability Company,  
Petitioner,

By: Robert J. Lenz  
Its Attorney

**ORDINANCE NO. 2008 - 69**

**AN ORDINANCE FOR APPROVAL OF THE FINAL PLAT OF  
INTERSTATE BUSINESS PARK, 9<sup>TH</sup> ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Approval of the Final Plat of the Interstate Business Park, 9<sup>th</sup> Addition, legally described on Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960, as amended: NONE; 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 Interstate Business Park, 9<sup>th</sup> Addition, and any and all requested exemptions and/or variations be, and the same is hereby approved, and all dedications made therein are accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 13<sup>th</sup> day of October, 2008.

APPROVED this 14<sup>th</sup> day of October, 2008.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert,  
City Clerk

**EXHIBIT A  
LEGAL DESCRIPTION**

A part of Lot 1 and a part of Lot 4 in the NW<sup>1</sup>/<sub>4</sub>, and a part of Lot 4, a part of Lot 5 and a part of Lot 6 in the NW<sup>1</sup>/<sub>4</sub>, all in Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a part of the land subdivided for

the Estate of Jacob Motter, deceased, recorded in Chancery Record 15, Page 563 in the office of the Clerk of the Circuit Court of McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Interstate Business Park 7<sup>th</sup> Addition, according to the Plat thereof recorded as Document No. 2006-34429 in the McLean County Recorder of Deeds Office; thence S.00°- 36'-47"E. 524.90 feet on the southerly extension of the east line of said Interstate Business Park 7<sup>th</sup> Addition; thence S.66°-58'-32"E. 24.60 feet; thence S.23°-01'-28"W. 66.00 feet; thence N.66°-58'-32"W. 67.76 feet; thence S.23°-01'-28"W. 230.00 feet to the north right of way line of the former Cleveland, Cincinnati, Chicago and St. Louis Railroad Company; thence N.66°-58'-32"W. 520.68 feet on said former north railroad right of way line to the west line of Lot 4 in the NW¼ of said Section 1, being the southeast corner of the Joseph A. and Carrie G. Scharf Industrial P.U.D. Subdivision recorded as Document No. 96-4444 in the McLean County Recorder of Deeds Office; thence N.00°-36'-47"W. 570.00 feet on the east line of said Joseph A. and Carrie G. Scharf Industrial P.U.D. Subdivision to the southwest corner of said Interstate Business Park 7<sup>th</sup> Addition; thence N.89°-23'-13"E. 635.22 feet to the Point of Beginning, containing 9.71 acres, more or less, with assumed bearings given for description purposes only.

**Motion by Alderman Gibson, seconded by Alderman Hanson 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, Finnegan, Gibson, 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 filed by Interchange City West, LLC, requesting approval of the revised Third Amended Preliminary Plan for a Portion of the Interchange City West Subdivision, which is commonly located north of Valley View Dr. and west of Wylie Dr., consisting of approximately 46.03 acres. (Ward 6) (Case PS-05-08)

**BACKGROUND INFORMATION:**

**Adjacent Zoning Adjacent Land Uses**

north - B-1 Gen. Business & R-3A (T. of Normal)

south - B-1 Highway Business District

east - B-1 Highway Business District

north - vacant land/agriculture

south - business & commercial use

east - vacant land & cinema

west - B-1 Highway Business District

west - Interstate Center/fairgrounds

Current Zoning: B-1 Highway Business District

Comprehensive Plan: recommends regional highway commercial land use for the subject property

On May 27, 2008, the Council adopted Ordinance 2008-37 approving the Third Amended Preliminary Plan for a Portion of the Interchange City West Subdivision. The property included in this plan is the vacant land that is located north of Valley View Drive, south of Enterprise Drive, west of Wylie Drive and east of the Interstate Center/McLean County Fairgrounds property. This plan proposed the subdivision of approximately 43.56 acres into ten (10) commercial lots and the extension of J.C. Parkway from Valley View Drive north and northwesterly to an intersection with the future Enterprise Drive in the Town of Normal. The proposed dedication of a seventy foot (70') wide right of way for the extension of Enterprise Drive from Wylie Drive westerly to a "T" intersection with J.C. Parkway was also shown on this plan. This plan did not show the extension of Enterprise Drive from J.C. Parkway west to east boundary of the McLean County Fairgrounds property as part of a future east-west collector street between Wylie Drive and Mitsubishi Motorway. Now, the petitioner wants to revise this plan so that it will be consistent with the Preliminary Plan for the Interchange City West, 2<sup>nd</sup> Addition, to the north in the Town of Normal that was approved by the Town Council on August 18, 2008.

The first draft of the plan for the Interchange City West, 2<sup>nd</sup> Addition, had envisioned that a street to be known as "Coachman Road" would be part of the future east-west collector street between Wylie Drive and Mitsubishi Motorway. This first draft also proposed that J.C. Parkway would have been extended north of its intersection with Enterprise Drive to a "T" intersection with Coachman Road.

The final draft of this plan for the Interchange City West, 2<sup>nd</sup> Addition, that was approved by the Town Council, did not propose Coachman Road as a collector street, but it did show the proposed dedication of a ninety foot (90') wide right of way to the Town for the extension of Enterprise Drive from Wylie Drive west to the eastern boundary of the McLean County Fairgrounds. This plan did not show the extension of J.C. Parkway from Enterprise Drive north to Coachman Road.

The revised Third Amended Preliminary Plan for a Portion of the Interchange City West Subdivision (Case PS-05-08) is now proposing the subdivision of 46.03 acres into eleven (11) commercial lots and the extension of J.C. Parkway from Valley View Drive north to a "T" intersection with the future Enterprise Drive. The proposed dedication of the ninety foot (90') wide right of way for the extension of Enterprise Drive from Wylie Drive west to the east boundary of the fairgrounds property is also shown on this revised plan. This plan is based on the assumption that Enterprise Drive will be extended west through the fairgrounds property and other properties to the west to an intersection with Mitsubishi Motorway at 1450 North Road. This provides a portion of the alignment for the east-west collector street between Wylie Drive and Mitsubishi Motorway that is consistent with the annexation agreement for the fairgrounds

property and the Long Range Transportation Plan 2035 for the Bloomington-Normal Urbanized Area, prepared by the McLean County Regional Planning Commission.

The “Review of Development Proposal for Consistency with Local and Regional Comprehensive Plans” resulted in a project rating of “C” which means that a “Favorable recommendation is possible.”

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, September 24, 2008. Arguments in favor of this petition were presented by Mr. Robert Lenz, Attorney at Law, 202 N. Center Street, Suite #2, on behalf of Interchange City West, LLC. Mr. Lenz characterized the revised plan as a “Do Over” activity. He explained that one of the parties, the manager of the McLean County Fairgrounds, had a different understanding of the proposed street alignment than what was shown in the plan which had been adopted. He said there have been subsequent meetings, and believed there is agreement in the revised plan now being submitted. He said he takes responsibility for the mistake. Mr. Lenz commented that the petitioner has no objections to the comments cited in the April 25, 2008 Memorandum to Mr. Douglas G. Grovesteen, Director of Engineering, from Mr. Russ Waller, Civil Engineer, in the City’s Engineering Department.

No testimony was presented in opposition to this petition at this public hearing.

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented at the public hearing, the Planning Commission passed a motion by a vote of 8 to 0 recommending that Council rescind Ordinance 2008-37 and approve the revised Third Amended Preliminary Plan for a Portion of the Interchange City West Subdivision in Case PS-05-08, subject to compliance with the comments cited in the April 25, 2008 Memorandum to Douglas G. Grovesteen, Director of Engineering, from Russ Waller, Civil Engineer.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission’s recommendation and respectfully recommends that the Council rescind Ordinance 2008-37 and approve the revised Third Amended Preliminary Plan for a Portion of the Interchange City West Subdivision subject to the conditions cited by the Planning Commission.

Respectfully,

Kenneth Emmons  
City Planner

Tom Hamilton  
City Manager

**PETITION FOR APPROVAL OF THIRD AMENDED  
PRELIMINARY PLAN FOR PORTION OF  
INTERCHANGE CITY WEST SUBDIVISION  
AND TO RESCIND ORDINANCE 2008-~~35~~ 37 ADOPTED MAY 27, 2008**

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF McLEAN        )

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

NOW COMES INTERCHANGE CITY WEST, L.L.C., an Illinois Limited Liability  
Company, hereinafter referred to as your Petitioner, respectfully and requesting as follows:

1. That your Petitioner is interested as Owner in the premises hereinafter described on Exhibit "A" attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the Third Amended Preliminary Plan for a Portion of Interchange City West Subdivision, which Third Amended Preliminary Plan is attached hereto and made a part hereof;
3. That your Petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code - 1960, as amended: NONE.
4. That your Petitioner asks that Ordinance 2008-~~35~~-37 adopted on May 27, 2008 be rescinded and that this Petition be considered in its stead.

WHEREFORE, your Petitioner prays that the Third Amended Preliminary Plan for a Portion of Interchange City West Subdivision submitted herewith be approved with the exemptions or variations as requested herein, if any.

Respectfully submitted,

INTERCHANGE CITY WEST, L.L.C., an  
Illinois Limited Liability Company,  
Petitioner,

By: Robert J. Lenz, Its Attorney



**ORDINANCE NO. 2008-70**

**APPROVING THE THIRD AMENDED PRELIMINARY PLAN OF A PORTION  
OF INTERCHANGE CITY WEST SUBDIVISION AND RESCINDING  
ORDINANCE 2008-35 37 ADOPTED MAY 27, 2008**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Approval of the Third Amended Preliminary Plan for a portion of Interchange City West Subdivision, legally described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions of variations from the provisions of the Bloomington City Code - 1960, as amended: **NONE**; and

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

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

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

1. That the Third Amended Preliminary Plan for a portion of Interchange City West Subdivision, and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That Ordinance 2008-35 37 adopted on May 27, 2008 is hereby rescinded.
3. That this Ordinance shall be in full force and effect as of the time of its passage this 13<sup>th</sup> day of October, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

### **Exhibit "A"**

A part of the SW<sup>1</sup>/<sub>4</sub> of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian and part of the SE<sup>1</sup>/<sub>4</sub> of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Commencing at the northeast corner of Lot 8-B in Interchange City West Subdivision 1<sup>st</sup> Addition; thence N.00°-00'-00"E. 66.00 feet on the west right of way line of Wylie Drive, dedicated and platted as Document No. 92-21543 in the McLean County Recorder of Deeds Office, to the Point of Beginning on the north right of way line of Valley View Drive; thence N.90°-00'-00"W. 1705.82 feet on the north right of way line of Valley View Drive to the east line of Lot 1 in Interstate Center Subdivision, according to the Plat thereof recorded as Document No. 2004-15809 in the Mclean County Recorder of Deeds Office; thence N.00°-18'-41"W. 1113.78 feet on the east line of said Lot 1; thence S.89°-13'-45"E. 229.00 feet on the line of said Lot 1; thence N.00°-18'-41"W. 340.72 feet on the east line of said Lot 1; thence southeasterly 286.86 feet on a non-tangential curve concave to the southwest having a radius of 555.00 feet, central angle of 29°-36'-49" and a chord of 283.67 feet bearing S.63°-27'-05"E. from the last described course; thence S.48°-38'-41"E. 95.51 feet; thence southeasterly 456.87 feet on a tangential curve concave to the northeast having a radius of 645.00 feet, central angle of 40°-35'-04" and a chord of 447.38 feet bearing S.68°-56'-13"E. from the last described course; thence S.89°-13'-45"E. 741.87 feet; thence S.00°-00'-00"W. 690.73 feet; thence S.90°-00'-00"E. 113.89 feet to the west right of way line of Wylie Drive recorded as said Document No. 92-21543; thence southwesterly 403.52 feet on said right of way line on a non-tangential curve concave to the southeast having a radius of 695.00 feet, central angle of 33°-16'-00" and a chord of 397.88 feet bearing S.16°-38'-00"W. from the last described course; thence S.00°-00'-00"W. 18.77 feet on said right of way line to the Point of Beginning, containing 46.03 acres, more or less, with assumed bearings given for description purposes only.

**Motion by Alderman Gibson, seconded by Alderman Hanson that Ordinance 2008-37 be rescinded, the Third Amended Preliminary Plan for a Portion of the Interchange City West Subdivision be approved, and the Ordinance passed, subject to compliance with City staff's memorandum dated April 25, 2008.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, 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 Enter a Professional Services Agreement with Clark Dietz, Inc. for Inspection Services of the Water Main Construction Project on East Lincoln Street from Morrissey Street to Bunn Street

A new street is being built on East Lincoln Street from Morrissey Street to Bunn Street. This road project will include a water main along the length of new road. Since construction will begin in a few weeks, staff would like to employ Clark Dietz, Inc. for construction inspection services.

Staff respectfully requests that Council waive the formal bidding process for this professional service and an agreement with Clark Dietz, Inc. be approved in an amount not to exceed \$21,700. Funds for this project will be paid with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 - 66**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CLARK DIETZ,  
INC. FOR INSPECTION SERVICES OF THE WATER MAIN CONSTRUCTION  
PROJECT ON EAST LINCOLN STREET FROM MORRISSEY STREET TO BUNN  
STREET IN AN AMOUNT NOT TO EXCEED \$21,700**

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

1. That the bidding process be waived and a Professional Services Agreement with Clark Dietz, Inc. for Inspection Services of the Water Main Construction Project on East Lincoln Street from Morrissey Street to Bunn Street in an amount not to exceed \$21,700 be authorized.

ADOPTED this 13<sup>th</sup> day of October, 2008.

APPROVED this 14<sup>th</sup> day of October, 2008.

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Alderman Stearns questioned this item. She was concerned that the City was spending a considerable amount of money on consulting fees. This item requested \$21,700 for inspecting the water main construction. She noted that the contract states that the City would inspect its own project. The City would save money if departments provided their own services. She questioned why the Water Department could not provide this service.**

**Tom Hamilton, City Manager responded that due to budget cuts, there was no staff available for this work. Currently the Water Department does not employ an inspection engineer. Craig Cummings, Director of Water, noted that he could not find any water main inspections had been performed for the last fifteen (15) years. The department was trying to catch up on these inspections. He had discussed this with the Engineering Department, and there is currently no staff to perform this work.**

**Alderman Stearns questioned if the City had an engineer in the Water Department. Mr. Cummings affirmed, noting that this employee does not perform water main inspections. The department could not afford for him to perform this work, he was performing other job duties.**

**Mayor Stockton inquired if Clark Dietz, Inc. would be liable for problems arising from this installation. Mr. Cummings affirmed. The company was in possession of the specifications and plans for this project. Mayor Stockton stated that if a City employee performed this inspection work that the City would be responsible for any problems occurring. There was the added cost benefit to hiring an outside firm to perform this work.**

**Alderman Stearns questioned if the City had ever inspected water main projects. Mr. Cummings responded that he was only able to find limited documentation regarding water main inspections. Each water main project has design specifications however, inspections were not performed. The City has not had a trained water main inspector for a number of years.**

**Motion by Alderman Gibson, seconded by Alderman Hanson the formal bidding process be waived, the agreement with Clark Dietz, Inc. for the East Lincoln Street Water Main Construction Inspection Services be approved in an amount not to exceed \$21,700, 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 Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: Alderman Stearns.**

**Motion carried.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Text Amendment and Ordinance Changing Rental Inspections Fees

During the budget discussion in the fall of 2007, Council directed Planning and Code Enforcement (PACE) staff to bring fees for the rental inspection program in line with the cost of operations. While this was being done, the Legal Department took the opportunity to address ordinance issues that would make enforcement of the program less cumbersome. The language changes being proposed will not affect the day to day operations of the program.

The proposed fee changes, are being addressed in both the registration and inspection portions of the program. Currently, registration fees are \$10 per building for single family, duplexes or condominium units. Multiple family dwellings (three (3) or more units) are assessed a fee of \$25 per building. Registration fees are the most predictable portion of program income. In addition, the time and effort to process registration is the same for any type of building. Therefore, the fees are being proposed at \$30 per building. This will increase program income approximately \$36,000 annually.

Inspection fees are also planned to increase from \$7.50 to \$10 per dwelling unit with a minimum inspection fee of \$30. The proposed minimum is consistent with the minimum fee of many of the department's other permit fees. This fee change should provide an additional \$14,000 in revenue to the program. It is believed these new inspection fees will act as a further incentive to achieve "A" rated buildings since it would only be applicable every five (5) years.

Staff met with the Rental Advisory Board on September 22, 2008 to discuss these changes and was given a positive recommendation by the members. Since the fee modifications meet the Council's directive and a positive recommendation was received from the Advisory Board, staff respectfully requests the Council pass these changes as presented.

Respectfully,

Mark R. Huber  
Director of PACE

Tom Hamilton  
City Manager

Rental Advisory Board  
**Minutes September 22, 2008**

A meeting of the Rental Advisory Board Meeting was held on Monday, September 22, 2008 at 3:30 pm in the Hepperly Room, on the 2<sup>nd</sup> floor of the Government Center, 115 E. Washington Street.

Members present included Bob Russano, Kurt Hoferle and Kevin Huette. City staff present were Connie Griffin, George Boyle and Mark Huber.

The purpose of the meeting was to answer any questions from the board members with regard to the propose changes to Chapter 45 of the Bloomington City code as it pertains to the Rental Registration and Inspection Program. Mark Huber, Director of Planning and Code Enforcement, was present to discuss the changes.

Mr. Huber explained that there were no operational changes proposed. The main amendments were to allow an increase in registration and inspection fees in order to make the program self-sufficient. The City Council had requested the program become self-sufficient during the 2008 budget process.

The biggest difference was the change in the building registration fees, to \$30 across the board. Mr. Hoferle and Mr. Russano indicated that they did not believe the proposed fees were unreasonable.

George Boyle briefly discussed other proposed changes, including clarification of who is to register, increased fines for providing false information on a registration statement, elimination of the 10% penalty and tightening up the code in terms of payments received.

Mark Huber stated that he wanted to take the proposed changes to the City Council on the first meeting in October, 2008. All committee members present, including Kevin Huette indicated their full support of the proposed changes.

The meeting adjourned at 4:20 pm.

**ORDINANCE NO. 2008 - 67**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 45**

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

SECTION 1. That Bloomington City Code Chapter 45, Section 900.3, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(1) For purposes of registration as required by this Article, an owner is the person or other legal entity whose name is on the deed recorded in the county recorder's office in McLean County. The definition of owner as applied in this section should not be construed to narrow or limit the definition of owner as it appears and is applied in the Bloomington Property Maintenance, Building Safety and Refuse Codes. Violations of property maintenance, building and refuse codes noted during rental inspections are the responsibility of the owner, as that term is defined in the aforesaid codes.

(2) Excellent (New or Like New) - an extremely good or new component which has been replaced/repared or recently corrected to meet City Code.

(3) Good - A component which is above average in condition. No obvious maintenance required, but not necessarily new.

(4) Sound - average (no observed defects) Some evidence of normal wear and tear, with age, in that a few minor repairs are needed (i.e. paint, tacking down a shingle, etc.)

(5) Minor Violation - a component is in need of repair to extend its life. It has minor code violations or has incipient violations. An incipient violation exists if, at the time of inspection, it is thought that the physical condition of an element in the structure will deteriorate into an actual violation in the near future (approx. 1-2 years).

(6) Major Violation - the component's useful life is near, a lot of repair is needed. It would be a major expense to replace the component (usually greater than \$1,000 to repair/replace.)

(7) Critical Violations - the component's useful life is over, it is an immediate health and safety hazard, it is a candidate for demolition, cost to replace/repair exceeds 100% of the value of the structure.

(8) Residential Rental Units - Any unit in an apartment house, duplex, condominium or a single family home that is rented or available for rent located in the City of Bloomington.

(9) Rent - The consideration, including any payment, deposit benefit, service, bonus or gratuity demanded, bargained for, or received for or in connection with the use or occupancy

~~of a residential rental unit. deposit, bonus, benefit or gratuity, demanded or received for or in connection with the use or occupancy of a residential rental unit.~~

SECTION 2. That Bloomington City Code Chapter 45, Section 900.4, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) Except as otherwise provided in this Section, every owner of a building containing residential rental units, vacant or occupied, shall file annually a registration statement with the Department of Planning and Code Enforcement on forms provided by the Department. Registration periods are concurrent with the calendar year, beginning on January 1 and ending on December 31. Registration statements must be filed prior to January 1 of the year for which registration is sought, unless registration of a building is transferred, in which case the new owner is required to register within 30 days of said transfer as provided in paragraph (e) of this section. Owners who fail to register rental property as required herein, or as provided in paragraph (e) of this section, shall be subject to a fine of not less than \$50.00, nor more than \$500.00 for each day the building remains unregistered, regardless of whether the building is occupied. ~~except for those listed in paragraph 900.4(b), (c) and (d), vacant or occupied, shall file a registration statement with the Department of Planning and Code Enforcement, annually on or before December 31st of every year for each such rental building on forms provided by the Department of Planning and Code Enforcement. Any such registration statements shall be prima facie proof of the statement therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.~~

(b) An owner of a single family residence will be exempted from this requirement for a particular building if the owner files a sworn statement with the City of Bloomington attesting to its status as an owner-occupied building or its status as a vacant building that is not intended to be rented.

(c) Once a single family home is registered as a rental, it must be registered every year unless occupied by the owner or is vacant and the owner does not intend to rent the single family home. A sworn statement must be on file with the City of Bloomington attesting to its status as an owner-occupied single family home or its status as a vacant single family home that is not intended to be rented. Any outstanding violations may be recorded with the McLean County Recorder of Deeds.

(d) The provisions of this section shall not apply to the following:

- (1) Owner occupied single family homes and that portion of a duplex or multifamily structure occupied by the owner.
- (2) Condominiums (owner/occupied only).
- (3) Hotels and Motels as defined in Chapter 44 Section 3.20-97.0.
- (4) Nursing Homes as defined in Chapter 44 Section 3.20-131.0.
- (5) Housing operated by the Bloomington Housing Authority.
- (6) Rooming houses as defined in Chapter 44 Section 3.20-157.



- (7) Bed and breakfast establishments as defined in Chapter 44 Section 3.20-16.1.
- (8) Community reception establishments as defined in Chapter 44 Section 3.20-44.3. (Ordinance No. 2005-112)
- (9) Contract sales of single family residential structures, provided that such contract or a Memorandum of Contract has been is recorded with the McLean County Recorder and that a copy of the contract for deed or Memorandum of Contract is provided to the Department of Planning and Code Enforcement. A copy of the contract for deed shall be provided to the PACE Department.

(e) Transfer of Ownership. ~~The~~ Registration is not transferable. All buildings must be registered and the registration fee paid by the new owner within 30 days of transfer of ownership. New owners who fail to register as required by this paragraph shall, after the 30 day grace period, be considered to have failed to register and, upon conviction thereof, be subject to a fine of not less than \$50.00, nor more than \$500.00, for each day beyond the grace period the building remains unregistered, regardless of whether the building is occupied.

(f) Information Required:

The registration statement shall include:

1. Address of the building.
2. Type of building and number of units and addresses for each unit, e.g. "1", "A", "upper".
3. Name, street address, mailing address, and telephone number of the owner of the building. A registration statement will not be considered complete and may not be accepted for purposes of registration if it contains only a post office box or other mailing address, but does not contain an actual location, such as a business or residence address, where the owner may be contacted.
4. Name, street address, mailing address and telephone number of the building manager ~~of the building.~~
5. If the owner is a corporation, limited liability company, or other entity other than an individual or a partnership, the name, street address and mailing address of the registered agent. ~~the name and address of the registered agent.~~
6. The name, street address, mailing address and telephone number of the person preparing the registration statement and a certification, by that persons that the information on said statement is true and correct to the best of that person's information, knowledge and belief. Any registration statement filed on behalf of such entity which lacks this information will not be considered complete and will not be accepted for purposes of registration.

~~6.7.~~ Name of any buyer on a contract for deed. A copy of the contract shall be provided to the Department of Planning and Code Enforcement. ~~PACE Department.~~

(g) The Director of Planning and Code Enforcement may, at any time, require additional relevant information of the owner or building manager to clarify items on the application for registration statement.

(h) Owners required to file registration statements shall pay a fee as indicated in Section 900.18. Registration statements will not be considered filed unless accompanied by the required fee. Registration statements filed after March 1st shall be assessed a late filing fee in the amount provided in Section 900.18 in addition to any other fines or penalties provided in this Section.

(i) All registration statements must be signed by a person who is either the owner of the property or a person acting with authority from the owner in matters related to the maintenance and control of the property. The person signing the form certifies:

1. that they have personal knowledge that the statements contained in the form are true and correct.
2. that they are either the owner of the property or a person acting with direct authority from the owner in matters pertaining to the control and maintenance of the property. Any person who provides false information on the registration statement shall be subject to a fine of not less than \$500.00 nor more than \$1,000.00 for each false statement made on the registration application in addition to the fees provided in 900.18(a)(6).

SECTION 3. That Bloomington City Code Chapter 45, Section 900.12, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

~~Every day that any one building required to be registered by Section 900.4(a), (b), and (c) occupied by tenants and does not have the Certificate of Inspection required by this ordinance shall constitute a separate offense and upon conviction thereof be subject to a fine of not less than \$50.00 nor more than \$500.00 per day.~~

(a) Every day that any building required to be registered by Section 900.4 remains unregistered shall constitute a separate offense and upon conviction thereof be subject to a fine of not less than \$50.00 nor more than \$500.00 per day.

(b) Every day that any one building required to be registered by Section 900.4 is occupied and does not have the Certificate of Inspection required by this ordinance shall constitute a separate offense and upon conviction thereof be subject to a fine of not less than \$50.00 nor more than \$500.00 per day.

(c) Any person who provides false information on the registration statement shall be subject to a fine of not less than \$500.00 nor more than \$1,000.00 for each false statement made on the registration application.

SECTION 4. That Bloomington City Code Chapter 45, Section 900.13, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

Any fees, debts, accounts receivable or other payments due to the Department of Planning and Code Enforcement (PACE) which remain unpaid for more than thirty (30) days after the due date set forth in the first demand for payment sent by the City to the debtor, shall ~~be assessed a \$20.00 late fee plus~~ have an interest penalty of ten percent (10%) per month assessed on the unpaid principal of such fee, debt, account receivable or other payment. These penalties may be waived, reduced, or otherwise settled by the Director of Planning and Code Enforcement.

SECTION 5. That Bloomington City Code Chapter 45, Section 900.15 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

If any section, subsection, paragraph, sentence, clause or word of this ordinance shall be held to be invalid, either on its face or as applied, the invalidity of such provision shall not affect the other sections, subsections, paragraph, sentences, clauses or words of this ordinance, and the application thereof; and to that end the sections, subsections, paragraph, sentences, clauses, and words of this section shall be deemed severable.

SECTION 6. That Bloomington City Code Chapter 45, Section 900.16, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) The Director of Planning and Code Enforcement or his or her designee shall enforce the provisions of this section and, in addition to any other remedies provided by law, may apply to the Corporation Counsel for prosecution of owners who fail to comply.

(b) The code official may refuse to issue any permit required under the Code for any construction, alteration, installation, razing or other work done in or on any building covered by this section, unless the owner or other applicant for such permit has a current registration statement on file with the City and there is a current Certificate of Inspection for the building.

(c) The code official may refuse to issue any permit required under the Code for construction, alteration, installation, razing or other work done in or on any building containing rental units for which fines pertaining to housing code violations remain unpaid until the total amount of said fines, together with any court costs, as well as any unpaid accounts or bills for water service or other City services to said building, are paid in full.

SECTION 7. That Bloomington City Code Chapter 45, Section 900.18, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) The City shall assess the following fees for registration and inspections required by this section:

1. Registration: ~~\$25.00~~ \$30.00 per ~~multi-unit building or condominium. with more than 2 units;~~ \$10.00 for single-family, condominium or duplex.
2. Late Registration (after March 1st): \$100.00 per building or condominium in addition to any other fines or penalties applicable under this code.
3. Inspection fee: ~~\$7.50~~ \$30.00 per building or condominium and \$10.00 per each additional dwelling unit in any each building or condominium with more than three dwelling units.
4. Missed inspection fee: \$50.00 per building or condominium for each missed inspection.
5. Second re-inspection appointment fee: \$50.00 per building.
- ~~6. Willfully false information on the registration statement: \$250.00.~~
- ~~7.~~ 6. Late fees on billing statements: ~~\$20.00 late fee plus~~ 10% interest per month on outstanding balances per Section 900.13.

(b) Any fees due and owing shall be added to the yearly registration fee and must be paid in fully at the time of registration. ~~In addition to all fees owed a penalty of \$100.00 may be assessed for late payment of fees sixty (60) days from the original due date.~~ Failure to pay fees may result in a revocation of the building's Certificate of Inspection.

SECTION 8. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 9. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 10. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 11. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 13<sup>th</sup> day of October, 2008.

APPROVED this 14<sup>th</sup> day of October, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

Alderman Stearns stated that the proposed fee schedule for the City seemed reasonable however, she questioned if the fees were for registration or for inspections. It was her belief that this program was much more like an imposed annual fee which was the equivalent of taxing the landlords. She questioned the budget for this program.

Mark Huber, Director of PACE, addressed the Council. He responded that the budget for the Rental Housing Program was \$180,000. Some revenues had decreased. Alderman Stearns questioned if inspectors had been hired. Mr. Huber replied that none had been added. Alderman Stearns stated that the fee for a duplex owner would increase by sixty percent (60%). She believed that this increase would be passed on to tenants reducing the amount of affordable housing.

Mr. Huber replied that the inspection fees and registration fees were separated for a reason. The inspection fee is based on rating, in order to give good landlords a break. Alderman Stearns stated that the Town of Normal charges a \$75 inspection fee only. Mr. Huber responded that the City's inspection fee schedule was designed to encourage landlords to keep their properties properly maintained. Alderman Stearns noted that the City should be aware of the rental housing stock within the City. Mr. Huber replied that he would like to believe that the City had the most accurate information however, many properties are sold each year.

Alderman Stearns questioned the inspection of mobile homes that are rentals. Mr. Huber responded that mobile homes are considered personal property, as opposed to real property. There is a chapter in the code that addresses mobile homes. In addition, the number of mobile home rentals is very small. To include them in the Rental Housing Inspection Program would require a major re-write of the code.

Alderman Stearns questioned the effectiveness of this program. Mr. Huber responded that staff was not tracking the equalized assessed values of the properties. The City still struggled with some landlords; however he believed that the program was working. He noted that some landlords refused to comply. Alderman Stearns questioned what avenues citizens had for problem neighbors. Mr. Huber suggested that they continue to call the City. Staff would respond to the best of their ability.

Alderman Hanson stated that it was fair to consider the concerns of the building owners and the community. Alderman Huette noted that the Rental Housing Committee had been reduced to two (2) members. The Committee had recommended to the Council that the program become self sustaining. Alderman Hanson stated that the fees were not a tax. The building owners were fiducially responsible to the City and to their tenants.

**The Council needed to determine if the increased fees would help the program become self sufficient.**

**Alderman Stearns stated that the committee should include landlords in order to truly represent them. She advocated for the people whose values were impacted. Mayor Stockton stated that if the committee wished to change its composition that they should contact its chair.**

**Alderman Hanson noted that the Community Development division of PACE was in place, and it also assisted in ensuring that landlords were held accountable for their properties. He noted that there were a lot of apartment buildings wedged into single family neighborhoods.**

**Alderman Stearns stated that she believed that the registration fee was unnecessary and a frivolous expense. Alderman Huette stated that the Rental Housing Inspection program was not perfect but improvements had been made. He believed that the program was not a nuisance to good property owners, but was cleaning up bad properties. Public input was welcome.**

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

**Motion carried.**

**Susie Curtis, 1502 N. Wood addressed the Council. She stated that she did not mind the increased fees. There were many rental properties in neighborhoods and that there were problems with absentee landlords. She hoped that the increased fees would result in better rental properties in the older neighborhoods.**

**Ron Schulz, 1208 E. Oakland, addressed the Council. As a landlord he was forced to raise rents whenever taxes and fees were increased. He owns rental properties in both wards one (1) and four (4). He objected to the fee increase. The tenants in ward one (1) could not afford for their rent to be increased. He questioned these fees and where the money was being used.**

**Sherry Bridgeforth, 409 E. Monroe, addressed the Council. She stated that her home was surrounded by rental housing. There were problem tenants as well as problem landlords. If there was no quality housing there would be no quality tenants. Alderman Stearns inquired if Ms. Bridgeforth had any comments regarding garbage. Ms. Bridgeforth stated often times she had garbage that did not belong to her on her property.**

**Motion by Alderman Gibson, seconded by Alderman Schmidt to return to order.**

**Motion carried.**

**Motion by Alderman Gibson, seconded by Alderman Hanson that the Text Amendment be approved and the Ordinance passed.**

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

**Ayes: Aldermen Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: Alderman Stearns.**

**Motion carried.**

**The following was presented:**

To: Mayor and City Council

From: Tom Hamilton, City Manager

Subject: Redevelopment Agreement with Mr. David Bentley d/b/a Devyn Corp. for the McBarnes Building at 201 East Grove St.

The McBarnes Building was owned by McLean County for many years. It was also the home of the McLean County Historical Museum prior to its move to the old courthouse. The building was eventually sold and purchased by Mr. David Bentley, d/b/a Devyn Corp. Since the purchase, Mr. Bentley has completed extensive rehabilitation of the property, resulting in a fully occupied office building.

To accomplish this, Mr. Bentley has invested over \$1.2 million of his own money. To complete the renovation an additional \$466,120 is needed for a total project cost of \$1,712,476. This money would be used to complete the window replacement program, a new roof, historical rehab of the front facade, and additional American with Disabilities Act, (ADA) compliance work. A detailed estimate of this work has been provided by PJ Hoerr as Exhibit C.

The work proposed will be done in two (2) phases with two (2) reimbursements. The first phase is a combination of interior and exterior work with the second phase focusing on exterior work, primarily a new roof (Phase 3A and 3B breakdowns.)

Currently this property has an Equalized Assessed Value of \$88,282, or a market value estimate based on the EAV of about \$265,000. The property is now producing \$6,726.60 in property tax revenue. Upon completion of the entire renovation package including the current leases, the property would be valued at \$1,400,000 (per an appraisal by Park-Stoutamoyer – May - 2007). If taxed at this value the tax bill would rise to about \$35,500 per year or an increase over the current tax level of about \$28,800 annually.

Historically, the TIF program has provided on average twenty-five percent (25%) of a project's total cost. In this case that would be \$428,119. Mr. Bentley is requesting \$466,120 or twenty-seven (27%.) Mr. Bentley has not received TIF assistance for this or any other project.

The TIF fund receives about \$1,100,000 per year in new revenues. Commitments on these funds for this year include the following:

1. DBA Funding \$190,000
2. Farr Study \$200,000
3. Facade Grants \$100,000

Total \$490,000

Thus, this project could be accommodated by this year's revenues. However, it would not allow funds for any other projects until this time next year. Based on Council feedback I have worked with Mr. Bentley to split his reimbursement into two (2) payouts. The first payment would be half of the costs, (\$233,060) and would be due by December 31, 2008. The remaining balance would be due following completion by August 15, 2009. Prior to any payments Mr. Bentley would complete each phase of work up to or over the reimbursable amount and supply the City with proof of payment and applicable lien waivers. This funding arrangement allows the City to assist other projects this fiscal year.

Based on the above analysis staff respectfully recommends that Council pass a motion approving the Redevelopment Agreement as presented.

Respectfully,

Tom Hamilton  
City Manager



**CONTRACT FOR PRIVATE REDEVELOPMENT**  
**PURSUANT TO THE BLOOMINGTON, ILLINOIS**  
**DOWNTOWN BLOOMINGTON TAX INCREMENT**  
**REDEVELOPMENT PLAN**  
**McBARNES BUILDING RENOVATION**

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## **EXHIBITS**

### **McBARNES BUILDING RENOVATION**

EXHIBIT “A”- Downtown Redevelopment Plan

EXHIBIT “B”- Description of Project Site

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### **CONTRACT FOR PRIVATE REDEVELOPMENT PURSUANT TO THE BLOOMINGTON, ILLINOIS DOWNTOWN BLOOMINGTON TAX INCREMENT REDEVELOPMENT PLAN McBARNES BUILDING RENOVATION**

THIS AGREEMENT, entered into on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation (which altogether with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called “City”), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at City Hall, 109 East Olive Street, Bloomington, Illinois, and DEVYN CORP., an Illinois Corporation, hereinafter called “Redeveloper,” whose address is 19477 Briar Drive, Bloomington, Illinois 61704.

WITNESSETH:

WHEREAS, the City has in effect a program for the reconstruction of part of a Redevelopment Project Area known as the Downtown Bloomington Redevelopment Project Area in the City, pursuant to Ch. 24, Sec. 11-74.4-1, *et seq.* of the Illinois Revised Statutes, “Tax Increment Allocation and Redevelopment Act” (hereinafter referred to as the “Act”); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a Redevelopment Plan (hereinafter referred to as the “Plan”) pertaining to the redevelopment of the Downtown Bloomington Redevelopment Project Area, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the City to achieve the objectives of the Plan and in accordance with the uses set forth therein intends to assist the Redeveloper in the redevelopment of a commercial building known as the McBarnes Building, located at 201 E. Grove and related improvements (hereinafter described as the “Project”) which property is hereinafter called the “Project Site” (Exhibit “B”); and

WHEREAS, the City believes that the redevelopment of the Project Site pursuant to the Plan is in the vital and best interests of the City and the health, safety, moral and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws,

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

#### **SECTION 1: DEFINITIONS.**

A. Definition of Terms. Certain terms used in this Agreement shall have the following meanings unless their context or use clearly indicates otherwise.

“Act” means the Tax Increment Allocation and Redevelopment Act, Chapter 24, 11-74.4-1 et seq. of the Illinois Revised Statutes and as it is amended and supplemented from time to time.

“Agreement” means this Contract for Private Redevelopment pursuant to the Bloomington, Illinois, Downtown Bloomington Tax Increment Redevelopment Plan.

“Certificate of Completion” means the certificate issued by the City pursuant to section 5F as hereinafter set forth which evidences completion of the Project in full compliance with the terms of this Agreement.

“City” means the City of Bloomington, Illinois.

“Construction Plans” means the detailed plans, drawings, specifications and related documents for the construction of the Project. Said plans shall be no more detailed or extensive than construction plans ordinarily utilized for comparable work in the Bloomington-Normal area.

“Estimated Cost of Project” means the cost of the Project as estimated as of the date of this Agreement and as reflected on Exhibit “C” attached hereto.

“Events of Default” shall mean those occurrences, actions or lack of action, which shall be construed to be a breach or failure to perform pursuant to the terms of this Agreement.

“Plan” means the Downtown Bloomington Redevelopment Plan as adopted by the City pursuant to the Act in the basic form attached hereto as Exhibit “A”.

“Project” means the redevelopment of the McBarnes Building and related improvements on the Project Site.

“Project Site” means the property described in Exhibit “B” upon which the Project is to be constructed.

“Public Improvements” means the removal and replacement of sewers, water mains, storm water detention, sidewalks and curbs, as more fully described in the construction plans.

“Redeveloper” shall mean Devyn Corp., an Illinois Corporation.

“Redevelopment Project Area” means the Downtown Bloomington Tax Increment Project Area, as adopted by the City, which is described in Exhibit “D” attached hereto.

B. Construction of Words. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

C. Non-Limitation of City’s Remedies. This Section shall in no way limit the remedies of the City pursuant to other Sections of this Agreement and pursuant to law and equity in the Event of Default.

## **SECTION 2: TAXES.**

Redeveloper’s Covenants. In order to assure the proper flow of tax revenues anticipated pursuant to the Plan and this Agreement, the Redeveloper covenants that it will promptly and timely pay all real estate taxes generated on the Project Site which are legally owned, if any, when due.

## **SECTION 3: COVENANTS AND RESTRICTIONS.**

A. Property Subject to Plan. The Redeveloper agrees to make the Project Site subject to the terms, covenants, building and use restrictions, and conditions in the Plan as originally adopted by the City on December 22, 1986, approved December 23, 1986. It is understood that the Project presented to the City by the Redeveloper, who is the subject of this Agreement, is in conformity with said Plan.

B. Non-discrimination. The Redeveloper agrees for itself and its successors and assigns, and every successor in interest to the Project Site or the Project, or any part thereof, that

the Redeveloper and such successors and assigns shall not discriminate in violation of all applicable Federal, State or Local laws or regulations upon the basis of race, color, religion, sex, age, or natural origin in the sale, lease or rental, or in the use of occupancy of the Project Site and the Project or any improvements erected or to be erected thereon, or any part thereof.

C. Duration of Covenants. It is intended and agreed that the covenants provided in Section 3A of this Agreement shall remain in effect from the date of the Agreement until its expiration.

D. Guarantees. The Redeveloper agrees for itself, its successors and assigns and every successor in interest to the Project Site or the Project or any part thereof, that the Redeveloper and such assigns shall guarantee the redevelopment of the Project through the construction of the Project thereon, and that such construction shall, in any event, be begun and completed in the period of time specified in Section 5D herein, subject to the provisions of Section 11 herein.

E. Covenants Running with the Land. It is intended and agreed that for the duration specified in Section 3C above, the covenants set forth above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, its successors and assigns; and against the Redeveloper, its successors and assigns and every successor in interest to the Project Site or the Project or any part thereof or any interest therein, and any party in possession or occupancy of the Project or any part thereof.

#### **SECTION 4: CITY'S OBLIGATIONS.**

The City agrees to reimburse Redeveloper, its successors or assigns for project costs as provided in this Section, subject to the limitations provided herein.

A. Source of Funds. All reimbursements shall be paid solely from the Downtown Bloomington Tax Increment Fund. No other revenues or funds of the City may be used for such reimbursement.

B. Limitations on Reimbursement. Reimbursements under this Agreement shall not exceed \$466,120 plus interest at the prevailing interest rate as charged in McLean County, Illinois on said amount over a term beginning upon the execution of this Agreement and ending on October 31, 2009 and shall consist of direct cash contributions. Reimbursements may be made only from real property taxes and sales taxes (hereinafter referred to as "Tax Increment") created within the Downtown Bloomington Redevelopment Area.

C. Documentation of Expenditures. All costs of the Project, in order to qualify for reimbursement, must be submitted to the City Manager of the City for review and approval. Said costs shall be approved if consistent with this Agreement and the Act, and consistent with costs for similar work in the Bloomington-Normal area.

D. Expenditures Eligible for Reimbursement. Reimbursement will be made for the following Project expenses and no other:

1. Redevelopment project costs allowed by Section 11-74.4-3(q)(1), (2) and (3) of the Act, including:

- (a) Remove and replace exterior windows;
- (b) Remove and replace roof;
- (c) Remove exterior ramp and replace with stairs and exterior lift;
- (d) Remodel first floor restrooms and kitchenette to be ADA compliant.

2. All costs reasonable, necessary or incidental to the costs enumerated in the above Section 4D(1).

E. Duration of Reimbursement Obligation. The City's obligation to reimburse under this Section shall terminate upon reimbursement of \$466,120 plus interest at the prevailing interest rate as charged in McLean County, Illinois on said amount over a term beginning upon the execution of this Agreement and ending on October 31, 2009. The aforesaid reimbursement shall take the form of direct cash contributions.

F. Reimbursement Payments. The City shall make reimbursement payments to Redeveloper as follows:

- 1. one-half of the total amount to be reimbursed (or \$233,060.00) by December 31, 2008 plus accrued interest on said amount; and
- 2. the remaining one-half of the total amount to be reimbursed (or \$233,060.00) by August 15, 2009 plus accrued interest in said amount.

Redeveloper shall submit to City a Request for Reimbursement for all moneys expended on the Project within 30 days after the completion of each half of the Project but in no event later than August 15, 2009. Each request for reimbursement shall contain executed lien waivers or other proof that payment has been made in full for all labor and material used in each phase of the construction of the project as well as the Redeveloper's certification that the work pertaining to each phase of the construction of the project is complete.

## **SECTION 5: REDEVELOPER'S OBLIGATIONS AND RIGHTS.**

A. Conformance to Construction Plans and Final Site Plan. All work with respect to the Project to be constructed or provided by the Redeveloper on the Project Site shall be in substantial conformity with the Construction Plans on file with the City.

B. Conformance to Federal, State and Local Requirements. All work with respect to the project shall conform to all applicable Federal, State and local laws, regulations, and ordinances including, but not limited to, building codes and life safety codes.

C. Changes in Construction Plans. If the Redeveloper desires to make any substantial change in the Construction Plans which significantly affects the appearance, function

or structural integrity of the Project, the Redeveloper shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the change, conform to the requirements of the Plan, meet all applicable legal requirements and do not create a substantial change in the nature or aesthetics of the Project, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. Provided, if such change is not so approved or rejected within ten (10) working days of receipt of the submission to the City by the Redeveloper, such change will be deemed approved.

D. **Time Limitations.** The construction of improvements referred to herein shall commence by October 15, 2008, and shall be substantially completed by August 15, 2009.

E. **Improvements Commencement and Completion Requirements.**

1. **Commencements.** The Redeveloper agrees for itself and its successors and assigns, that it shall promptly begin and diligently prosecute the completion of the redevelopment of the Project Site through the construction of the Project thereon pursuant to the approved Construction Plans and in accordance with approved changes.

2. **Remedies.** In addition to all the remedies available provided by this Agreement, the City shall have all remedies available pursuant to law and equity to remedy defects in the construction of the Project.

F. **Certificate of Completion.** Promptly after completion of the Project in accordance with the provisions of this Agreement, the City will execute and deliver to the Redeveloper a Certificate of Completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and their successors and assigns that the construction of the Project is completed. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Project, or any part thereof. Such certification shall not constitute evidence that the Redeveloper, and their successors and assigns have complied with the applicable provisions of federal, state and local laws, regulations and ordinances.

G. **Form of Certification.** The certification provided for in Section 5F shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, McLean County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in which respects the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement, or is otherwise in default and what measures or steps it will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City.



H. Progress Reports. Until construction of the Project has been completed, the Redeveloper shall make progress reports to the City when milestone dates are achieved, or upon special requests of the City in such detail as may be reasonably requested by the City.

## **SECTION 6: REPRESENTATIONS OF THE REDEVELOPER.**

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. Organization and Authorization. The Redeveloper has power to enter into and by proper action execute and deliver this Agreement.

B. Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of or any offering or disclosure statement made or to be made on behalf of the Redeveloper or of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the Project Site or assets of the Redeveloper.

C. Estimated Costs. The Estimated Cost of the Project is set forth in Exhibit "C" attached hereto.

D. Changes in Acquisition or Construction of Project. No changes shall be made in the acquisition or construction of the Project, which will have the effect of impairing the effective use or character of the Project as contemplated by this Agreement unless previously approved by the City.

E. Conformance with Requirements and Regulations. The Redeveloper has examined and is familiar with all the covenants, conditions, restrictions, building regulations and zoning ordinances and land use regulations including those contained herein affecting the Project Site and the Project and that the Construction Plans and Construction of the Improvements in accordance with the Construction Plans will in all respects conform to and comply therewith.

## **SECTION 7: ADDITIONAL COVENANTS OF THE REDEVELOPER.**

A. Operation of Project. The Redeveloper will at all times operate the Project so that it constitutes a "Project" within the meaning of the Act and the Plan.

B. Indemnification Covenants. The Redeveloper agrees for itself and its successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising: (i) from the conduct or management of, or from any work or thing done on the Project, (ii) any breach or default on the part of the Redeveloper or its obligations under this Agreement, (iii) any act or negligence of the Redeveloper or any of its agents, contractors, servants, employees or licensees, (iv) any act of

negligence of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper, or (v) any violation by the Redeveloper or any other person on behalf of the Redeveloper of State or Federal securities law in connection with the offer and sale of limited partnerships in the Redeveloper or any part of the Project. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof, including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the Redeveloper has specifically authorized the employment of the counsel.

C. Maintenance and Repair. The Redeveloper agrees that it will keep the Project in good maintenance and repair as required by applicable City Codes.

D. Further Assistance and Corrective Instruments. The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitation of the performance of this Agreement.

## **SECTION 8: CONSTRUCTION OF THE PROJECT.**

Redeveloper shall cause construction of the Project to be commenced and to be prosecuted with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be constructed in a good and workmanlike manner in accordance with the Construction Plans and in all respects in compliance with all applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities having or exercising jurisdiction over the Property or the Improvements and will not cause, permit or allow any substantial deviations from the Plans without the prior written consent of the City.

## **SECTION 9: EVENTS OF DEFAULT AND REMEDIES.**

A. Events of Default. The following shall be Events of Default with respect to this Agreement.

1. If any material representation made by the Redeveloper in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper, in writing and delivered to the City pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Default in the performance or breach of any covenant contained in this Agreement concerning the Redeveloper; or

3. Default in the performance or breach of any other covenant, warranty or obligation of the Redeveloper in this Agreement and continuance of such default or breach for a period of thirty (30) days after Redeveloper has received written notice by certified or registered mail thereof; or

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Redeveloper in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Redeveloper for any substantial part of their property, or ordering the winding-up or liquidation of their affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

5. The commencement by the Redeveloper of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by any such entity of any assignment of the benefit of creditors or the failure of the Redeveloper generally to pay such entity's debts as such debts become due or the taking of action by the Redeveloper in furtherance of any of the foregoing.

**B. Remedies on Default.**

1. Except as provided in subparagraph A2 of this Section or as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other, take immediate action to cure or remedy such default or breach, and, in any event, with sixty (60) days after receipt of such notice. If such action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

2. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder; and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

**C. Agreement to Pay Attorney's Fees and Expenses.**

In the event that Redeveloper should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or

agreement on the part of the Redeveloper herein contained, the Redeveloper agrees that it will on demand therefor pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

In the event the City should default under any of the provisions of this Agreement and the Redeveloper shall employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of the performance of any obligations or agreements on the part of the City herein contained, the City agrees that it will on demand therefor pay to the Redeveloper the reasonable fees or such attorneys and such other expenses so incurred by the Redeveloper.

#### **SECTION 10: OTHER RIGHTS AND REMEDIES OF THE CITY; NO WAIVER BY DELAY.**

A. No Waiver by Delay. Any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be contained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the City with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the City, with respect to any other defaults by the Redeveloper under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except the extent specifically waived in writing by the City.

B. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default of breach by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

#### **SECTION 11: DELAY IN PERFORMANCE.**

For the purposes of any of the provisions of this Agreement except with regard to payment of real estate tax as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Project for Redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its

fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of Federal, State or local governments, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or of the Redeveloper with respect to construction of the Project as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

## **SECTION 12: EQUAL EMPLOYMENT OPPORTUNITY.**

The Redeveloper, for itself and its successors and assigns, agrees that during the Construction of the Improvements provided for in this Agreement that the following will apply:

A. Non-discrimination. The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin in violation of any applicable law. The Redeveloper will require affirmative action in any redevelopment contracts it lets to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or natural origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. Advertising. The Redeveloper will, in all solicitations or advertisements for employees on the Project placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Non-Compliance. In the event of the Redeveloper's non-compliance with the non-discrimination clauses of this Section, this Agreement may be canceled, terminated, or suspended in whole or in part.

## **SECTION 13: TITLES OF ARTICLES AND SECTIONS.**

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**SECTION 14: CONFLICT OF INTEREST.**

No member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this Agreement shall apply.

**SECTION 15: NOTICES.**

All notices required and provided for in this Agreement shall be sent to the following parties on behalf of the City and the Redeveloper:

To the City: Mayor's Office  
City Hall  
109 East Olive Street  
Bloomington, IL 61701

With copies to Corporation Counsel and to Redeveloper: Devyn Corp.  
Attn: David Bentley  
19477 Briar Drive  
Bloomington, IL 61704

AND

Darrell L. Hartweg  
Attorney at Law  
207 W. Jefferson, Suite 400  
Bloomington, IL 61702-0397

All notices shall run from the date received, and all notices shall be delivered by certified or registered mail.

**SECTION 16: ILLINOIS LAW.**

This Agreement shall be construed pursuant to the laws of the State of Illinois.

**SECTION 17: COUNTERPARTS.**

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

**SECTION 18: CONTINGENCIES.**

This Contract for Private Redevelopment shall be expressly contingent upon the following:  
None.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and cause their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

CITY OF BLOOMINGTON, ILLINOIS,  
a Municipal Corporation,

By: Stephen F. Stockton  
Mayor

Attest:

Tracey Covert  
City Clerk

REDEVELOPER: DEVYN CORP., an Illinois Corporation

By: David Bentley, Its President

EXHIBIT "A"  
Downtown Redevelopment Plan

ON FILE WITH CITY CLERK

EXHIBIT "B"  
Description of Project Site

The Project Site is the property commonly known as  
The McBarnes Building,  
201 E. Grove Street,  
Bloomington, Illinois.

EXHIBIT "C"  
Cost Projection – Phase 3 Breakdown

Item	Description	Cost	% of Job
1	General Requirements	\$ 21,518	4.62%
2	Remove/Replace Remaining Exterior Windows and Louvers	\$ 133,305	28.60%
3	Remove/Replace Fully Adhered EPDM Roof	\$ 77,714	16.67%
4	Repair Exterior Stairwells and Replace Concrete Drive	\$ 40,011	8.58%
5	Remove Exterior Ramp and Replace with Stairs and Interior Lift	\$ 67,318	14.44%
6	Upgrade to Solarban E Glass	\$ 7,310	1.57%
7	Strip and Refurbish Medallions	\$ 12,800	2.75%
8	East Entry Access Control System	\$ 2,500	0.54%
9	ADA Complaint 1 <sup>st</sup> Floor Restrooms and Kitchenette	\$ 59,117	12.68%

10	Design/Engineering	\$ 10,000	2.15%
	Subtotal	\$ 431,593	
	PJ Hoerr Fees (8%)	\$ 34,527	7.41%
	<b>TOTAL</b>	<b>\$ 466,120</b>	<b>100%</b>

EXHIBIT "D"

Description of Downtown Bloomington Tax Increment  
Redevelopment Project Area

ON FILE WITH CITY CLERK

**Tom Hamilton, City Manager, introduced this item. He stated that this was a distinctive building in the Downtown. Mr. Bentley's personal financial investment in this building is commendable. The City should be involved in this type of renovation of a truly historic building. The agreement calls for an investment of \$466,120 over the next two (2) years. The rate of return would be \$29,000 per year. He recommended approval of this agreement.**

**Alderman Stearns questioned the completion of the project without the Tax Increment Financing (TIF) investment. Mr. Hamilton responded that the project would likely be delayed until Mr. Bentley could save enough money to finish it.**

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

**Motion carried.**

**Mr. David Bentley addressed the Council. He stated that he had remodeled the third (3<sup>rd</sup>) floor and fixed the mechanicals. His goal was to restore the building to its historical appearance. Alderman Schmidt commended his workmanship. The materials used proved Mr. Bentley's attention to detail.**

**Mr. Finnegan inquired if the building had ever been severely burned in a fire. Mr. Bentley responded that it had in 1974. The building then sat vacant for four (4) years. In 1976 McLean County refurbished it. In 2003 the County determined that it would be too expensive to refurbish again.**

**Mayor Stockton inquired regarding the tenants of the building. Mr. Bentley responded that the third (3<sup>rd</sup>) floor was occupied by BLDD Architects, the second (2<sup>nd</sup>) floor was occupied by PATH (Providing Access to Help), and the first floor was occupied by the United Way of McLean County.**



**Alderman Stearns inquired if Mr. Bentley had any additional ongoing projects. Mr. Bentley responded that he was also a painting contractor. He had several ongoing projects throughout the county.**

**Alderman Purcell stated that the purpose of TIF funds was to restore buildings and bring them back onto the tax rolls. Mayor Stockton concurred, adding that there were additional purposes; a restored building is more aesthetic than a parking lot.**

**Motion by Alderman Schmidt, seconded by Alderman Gibson to return to order.**

**Motion carried.**

**Motion by Alderman Schmidt, seconded by Alderman Gibson the redevelopment agreement with Mr. Bentley be approved in the amount of \$466,120, 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, Finnegan, Gibson, 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: Redevelopment Agreement with Mr. Bob Vericella for 309 N. Main St.

Mr. Vericella has a contract to purchase 309 N. Main St. in the Downtown. This property is commonly known as the Mace Printing building. His purchase contract and the subsequent redevelopment of the property are contingent on approval of a Redevelopment Agreement with the City.

The redevelopment plan is for a mixed use property. The first floor (street level) would continue to be used for commercial with upper floors being developed into four two bedroom apartments. The first floor has a history of commercial with upper floors being vacant for decades. This proposal addresses redevelopment of the entire building including much needed exterior weather proofing.

Because of the building's limited usage history, all new mechanical systems are needed as well as extensive work to meet life safety codes for upper floor occupancy. The projected cost of rehabilitation is \$313,522.

The current property has a market value of \$71,955 per the Township Assessor's tax records. A review of the proposed project by the Assessor's office indicates that upon completion the value of the property should increase to \$313,000 (335%). An increase in property value of this magnitude would produce about \$6,000 in new property tax revenues for the Downtown Tax Increment Financing (TIF) and ultimately the taxing bodies within the City.

Mr. Vericella is requesting TIF assistance of \$132,335, It is broken down as follows.

1. Mechanical systems (Plumbing \$39,400, HVAC \$30,700, Electrical \$28,235) \$122,335
2. Life Safety Requirements/ Fire Escapes \$10,000

If approved this request equals forty-two percent, (42%) of the project cost. This is significantly greater than the twenty-five percent, (25%) average of all prior TIF projects. The overage amounts to \$53,955. This results in the need for Council to determine if it wants to fund this project at the higher than average participation rate requested by Mr. Vericella. At the requested level, the payback would take twenty-two (22) years. At the twenty-five percent, (25%) level the payback would be thirteen (13) years.

It is staff's belief, that based on conversation with Mr. Vericella that funding the project at or close to the average level would make the project more difficult, however still feasible. Thus, staff respectfully recommends that Council approve the proposed Redevelopment Agreement but limit the TIF assistance to the twenty-five percent, (25%) level or \$78,380.

Respectfully,

Tom Hamilton  
City Manager

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

**Mr. Hamilton introduced this item. He stated that timing is key. The TIF account has enough funds available for Council to consider this request. The building is located in the 300 block of Main Street. There are visible signs of damage to this building. The damage is primarily due to the lack of maintenance and lack of occupancy. The upper floors had not been used in decades. Mr. Vericella requested assistance with restoring the building to meet life and health safety codes. This request was for forty-two percent (42%) more than the twenty-five percent (25%) average of previously approved projects. He recommended that Council approve only twenty-five percent (25%) as traditionally approved.**

Alderman Fruin inquired if twenty-five percent (25%) had traditionally been the consensus among the Council. Mr. Hamilton affirmed, stating that there had been certain cases when the amount was higher. The greatest level had been thirty percent (30%).

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

Motion carried.

Mr. Bob Vericella, 906 S. Adelaide, addressed the Council. He had purchased the property on contract. Eighty percent (80%) of the project is financed. Due to the current market crisis he was unable to finance more this amount. He currently owns two (2) other buildings in the Downtown. They are both currently occupied. This was his first request for TIF funding.

Alderman Stearns noted the current financial market. She inquired if an additional \$50,000 would be needed to complete the project after finishing the first phase. Mr. Vericella responded that the project could possibly be completed with less. The number of units in the building would have to be reduced which would result in lower cash flow.

Alderman Schmidt questioned Mr. Vericella's plan. Mr. Vericella responded that he would complete the project at once. A tenant from one of his other properties was looking for a new space. Alderman Schmidt questioned the plan for the building's mechanicals. Mr. Vericella responded that he would start at the basement level and work up. Alderman Schmidt inquired if the building could be occupied after a partial renovation. Mr. Vericella responded that it would be possible, however, it would be noisy and inconvenient to the tenants.

Alderman Hanson questioned if the requested TIF funds were required for Mr. Vericella to secure the financing of the building. Mr. Hamilton stated that the City could not approve TIF funds to purchase property. These funds were released as the project was completed. He recommended that Council approve TIF funds being used to install code compliant life and health safety mechanicals.

Alderman Sage stated that he favored continuing the practice of approving twenty-five percent (25%) of the project's cost in TIF funding. Alderman Huette inquired if the project would proceed without the TIF funding. Mr. Vericella replied that he would move forward however, he would not have the funds to complete the project as he desired. Alderman Huette was hesitant to approve this agreement with so many unanswered questions. Specifically his concern was if the project would ever be completed. Alderman Schmidt questioned if the item should be laid over. Mr. Vericella responded that he was unsure if he could convince the seller to delay the closing. Alderman Fruin questioned if there was a time limit to request TIF payment. Mr. Hamilton responded that if the developer failed to perform, the City was under no obligation to make payments. Alderman Fruin stated that he was in support of approving this agreement at this meeting. Mr. Hamilton stated that the Council could rescind this action if necessary.

**He reiterated his recommendation that Council approve funding twenty-five percent (25%) of the project's cost with TIF funds.**

**Motion by Alderman Schmidt, seconded by Alderman Stearns to return to order.**

**Motion carried.**

**Motion by Alderman Stearns, seconded by Alderman Schmidt that the Redevelopment Agreement with Bob Vericella be approved in the amount of \$78,380, 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, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**Tom Hamilton, City Manager addressed the Council regarding the lone bid for the Re-Bid of the Box Office Enclosure for the US Cellular Coliseum. The bid was submitted by Johnston Contractors in the amount of \$112,200. He recommended that the item be laid over until the October 22, 2008 Council meeting.**

**Motion by Alderman Huette, seconded by Alderman Schmidt that the item be laid over until the October 22, 2008 Council meeting.**

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

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

**Nays: None.**

**Motion carried.**

#### **MAYOR'S DISCUSSION:**

**Mayor Stockton stated that he had recently attended a breakfast hosted by the McLean County Chamber of Commerce. The Chamber of Commerce recognized the City at this event.**

He informed the Council that a number of responses had been received for the City Manager's position. He anticipated meetings to be held the week of November 3, 2008 to narrow down the responses. The Council should anticipate this process taking two to three (2 – 3) hours. He encouraged the Council to inform him of their availability that week. All of the responses that had been received were available for review. He noted that the PAR Group was not available to meet on Wednesday, November 5, 2008. He requested that the Council email their availability by the end of the week. He encouraged them to consider how the interviews should be conducted.

Alderman Fruin stated that this process was a precedent for the current leadership. He inquired if anyone from outside the Council had been approached to assist with the interview process. Mayor Stockton replied that doing so would cause additional scheduling problems. If the Council would prefer including a representative from outside of the Council members, the PAR Group could suggest how to bring someone on. He noted that the week of November 3, 2008 was set for the selection process.

**CITY MANAGER'S DISCUSSION: None.**

**ALDERMEN'S DISCUSSION:**

Alderman Purcell reminded the Council that November 4<sup>th</sup> was Election Day.

Alderman Fruin inquired about the Council's stand on the upcoming referendum regarding the "Living Wage". Mayor Stockton replied that a response was being prepared. He believed that it was inappropriate for the Council to discuss this issue prior to the referendum; however, he believed that it was vital that the public understand both the benefits and the costs of implementing a living wage law. Alderman Fruin remarked that the response should be neutral.

Alderman Huette stated that perhaps any action on a living wage should take place after the upcoming elections. Mayor Stockton disagreed, as it was his belief that the public should be educated prior to voting. It was important that the public understand who would benefit from a living wage and what it would cost to implement. Alderman Stearns stated that she was in support of educating the public on this issue.

Alderman Hanson noted that he had seen a draft of the City's response regarding this issue. It was an in depth response. He believed that the document should stand on its own. Mayor Stockton stated that he believed that the majority of the people would not review the document prior to the referendum. Alderman Schmidt stated that the League of Women Voters should push this issue. Alderman Hanson publicly challenged the media to reach out to the citizens of the City regarding this issue.

Motion by Alderman Purcell, seconded by Alderman Schmidt, to recess to Executive Session. Time: 9:50 p.m.

Motion carried.

**Motion by Alderman Schmidt, seconded by Alderman Purcell to return to regular session and adjourn. Time: 10:10 p.m.**

**Julie Phillips  
Deputy City Clerk**

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