

**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 7:33 p.m., Monday, September 22, 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 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, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.**

**The following was presented:**

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

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

1. Declaring October 5, 2008 as the official day of commemoration and celebration of the 165<sup>th</sup> Anniversary of Wayman African Methodist Episcopal Church.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

**Mayor Stockton read and presented the 165<sup>th</sup> Anniversary of Wayman African Methodist Episcopal Church Proclamation to Reverend Orr. Reverend Orr thanked the Mayor and Council for the recognition and support from the City. He introduced Mrs. Claribel Washington, the church's most senior member.**

**Mrs. Washington stated she was thankful for the honor of receiving the proclamation. One hundred, sixty-five (165) years was an historical event. The church**

revolved around community life, including spiritual, educational and social gatherings. The church looked forward to many years in the community.

**Motion by Alderman Gibson, seconded by Alderman Schmidt 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:**

**Marty Vanags, Economic Development Council (EDC) of the Bloomington-Normal Area, Chief Executive Officer, addressed the Council. He presented the EDC's annual update. Mr. Vanags introduced Dick Eickenberg, EDC Chairman. Mr. Vanags noted the challenges facing the EDC: 1.) it was a hard time for business; and 2.) operating with a volunteer board that meets once a month. The EDC was dependent upon staff. The EDC was in year two (2) of its Navigating the Future program.**

**Mr. Vanags had prepared a PowerPoint presentation. He also presented the Council with a packet of information. He introduced the EDC staff who were present, Kelli Hill, Special Projects Manager; Cathy Milligan, Executive Assistant; Ken Springer, Project Analyst; and John Schirano, Client Manager.**

**There were four (4) major work areas: 1.) Business Assistance, Retention & Expansion; 2.) New Business Recruitment & Development; 3.) Community Improvement; and 4.) Program Oversight & Investor Relations.**

**A key goal of first area was retention. There may be obstacles which impede growth. The EDC performed outreach to these companies. The EDC staff developed long term relationships with existing businesses. The EDC must be aware of what was needed for growth to occur. Area one (1) was an important aspect which addressed job creation and retention. EDC staff provided assistance to existing businesses to find solutions to issues being faced by them. The EDC has a mentorship program which connected existing businesses with experienced business people. A business incubator and a Community Development Corporation (CDC) were in progress. The CDC would offer financial assistance to local business. He expressed his hope that the CDC would be finalized in the near future with funding available within the next thirty (30) days.**

**Mr. Vanags addressed the second area – recruitment. The EDC would perform a warehouse distribution study. He cited the community's distinct advantage – the**

transportation assets. In addition he cited logistics and location. A regional marketing group had been formed: the Central Illinois Development Partnership. He expressed his hope for a regional brand. Development at the regional level was important. He also addressed the idea of an international program. This idea had been received well. Investment would be needed to become involved in the export/import business. The EDC had hosted a reception in Chicago in attempt to explore possible opportunities.

The third area addressed improvement. Mr. Vanags cited the One Voice program. This group presented the community's request for federal appropriations to the area's federal legislators. He noted the criteria: 1.) formally request funds; 2.) economic impact; and 3.) improve quality of life. In the spring, the One Voice group traveled to Washington DC. This educational trip also was a show of unity. The list was narrowed and the community showed uniform support. He also addressed the West Bloomington Revitalization Project.

The final area addressed oversight and investor relations. The EDC established a New Leadership Board which was comprised of individuals from the age of seventeen (17) to thirty-nine (39). This group would meet quarterly. It would set new priorities around four (4) issues: 1.) future of the workplace; 2.) who's the boss; 3.) quality of life; and 4.) value of technology. A white paper will be produced by the second quarter of 2009.

Other accomplishments included investor round tables, a new website, and an electronic newsletter. He thanked the Mayor and Council for their investment and support in the EDC.

Alderman Hanson expressed his opinion that Mr. Vanags had made an impressive presentation. He cited the logistics study as an example. He expressed his appreciation to the EDC's Chairman and staff. At the EDC, questions are answered and problems are resolved.

Mayor Stockton expressed his appreciation to this group for their efforts. He noted the EDC's benefit to the community. Mr. Vanags recognized City staff and the EDC's working relationship with same.

To: Honorable Mayor and Members of the City Council  
From: Staff  
Subject: Council Proceedings of August 11, 2008 and Work Session Minutes of July 9, 2007

The Council Proceedings of August 11, 2008 and Work Session Minutes of July 9, 2007 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 Schmidt that the reading of the minutes of the previous Council Proceedings of August 11, 2008 and Work Session Minutes of July 9, 2007 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 Schmidt that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, 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 fourth partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$8,328 will have been paid to date for work certified as 33% complete for the Peace Meal. Completion date – May 2009.
2. The fourth partial payment to Peace Meal in the amount of \$625 on a contract amount of \$7,500 of which \$2,500 will have been paid to date for work certified as 33% complete for the John M. Scott Home Delivered Meals. Completion date – April 2009.
3. The twenty-fifth partial payment to Economic Development Council of Bloomington/Normal in the amount of \$6,666.66 on a contract amount of \$400,000 of which \$166,666.50 will have been paid to date for work certified as 42% complete for the McLean County Economic Development. Completion date – August 2011.
4. The second partial payment to McLean County Soil & Water Conservation in the amount of \$17,620 on a contract amount of \$70,480 of which \$35,240 will have been paid to date for work certified as 50% complete for the McLean County Soil & Water Project. Completion date – Annual.
5. The first partial payment to Stark Excavating, Inc. in the amount of \$306,036 on a contract amount of \$1,327,376.20 of which \$306,036 will have been paid to date for work certified as 23% complete for the Kickapoo Creek Restoration – Phase 1. Completion date – November 2008.
6. The twenty-eighth partial payment to APACE Architects & Design in the amount of \$3,999 on a contract amount of \$349,800 of which \$316,032.75 will have been paid to date for work certified as 90% complete for the Design of Fire Station #5. Completion date – May 2008.
7. The twelfth partial payment to Thompson Dyke & Associates in the amount of \$2,580 on a contract amount of \$248,500 of which \$234,567 will have been paid to date for work certified as 94% complete for the McGraw Park Phase II. Completion date – December 2009.

8. The twentieth partial payment to Farnsworth Group in the amount of \$675 on a contract amount of \$32,562 of which \$23,615.93 will have been paid to date for work certified as 73% complete for the Norfolk Southern Railroad Crossing Negotiations – ML King at White Oak, Hamilton at Commerce and Hershey at Hamilton. Completion date – May 2008.
9. The third partial payment to McLean County Highway Department in the amount of \$197,845.18 on a contract amount of \$392,340.82 of which \$346,196.08 will have been paid to date for work certified as 88% complete for the Construction of Towanda Barnes – Oakland Avenue Traffic Signals. Completion date – December 2008.
10. The second partial payment to Rowe Construction Co. in the amount of \$51,084.41 on a contract amount of \$642,463.59 of which \$147,162.76 will have been paid to date for work certified as 23% complete for the 2008 Curb and Gutter Improvements. Completion date – December 2008.
11. The fourth partial payment to Testing Services Corporation in the amount of \$6,038.75 on a per ton and hour contract of which \$13,726 will have been paid to date for work certified as ongoing for the 2008-2009 Asphalt & Portland Concrete Plant Inspection and Laboratory Testing. Completion date – July 2009.
12. The eleventh and final payment to Stark Excavating, Inc. in the amount of \$36,843. on a contract amount of \$1,183,030.68 of which \$1,183,000 will have been paid to date for work certified as 99% complete for the Towanda Avenue – Rowe to Orleans. Completion date – September 2008.
13. The fifteenth partial payment to Stark Excavating, Inc. in the amount of \$122,287 on a contract amount of \$1,925,274.55 of which \$1,345,341.52 will have been paid to date for work certified as 70% complete for the Morris Avenue – Miller to Fox Hill Apartments. Completion date – January 2009.
14. The sixteenth partial payment to Rowe Construction Co. in the amount of \$391,639.11 on a contract amount of \$2,940,450.76 of which \$2,423,434.76 will have been paid to date for work certified as 82.4% complete for the Mitsubishi Motorway – Six Points to Sugar Creek. Completion date – October 2008.
15. The eighteenth partial payment to Lewis, Yockey & Brown, Inc. in the amount of \$13,993.08 on a contract amount of \$150,000 of which \$128,638.90 will have been paid to date for work certified as 86% complete for the Dr. M.L. King Jr. Dr. – Washington to Oakland. Completion date – September 2008.
16. The first partial payment to Leak Detection Services in the amount of \$7,326 on a contract amount of \$39,600 of which \$7,326 will have been paid to date for work certified as 19% complete for the Leak Detection. Completion date – December 2008.

17. The eighth partial payment to WHPA Inc. in the amount of \$24,670 on a contract amount of \$518,846 of which \$199,834 will have been paid to date for work certified as 38% complete for the Strategic Source Water Study. Completion date – September 2009.
18. The twenty-third partial payment to Consoer Townsend & Associates in the amount of \$3,035.89 on a contract amount of \$185,000 of which \$125,212.44 will have been paid to date for work certified as 68% complete for the Electrical Improvements at Lake Bloomington. Completion date – December 2008.
19. The first partial payment to Gildner Plumbing, Inc. in the amount of \$13,822.50 on a contract amount of \$14,710 of which \$13,822.50 will have been paid to date for work certified as 94% complete for the Pressure Reducing Station at Six Points Road. Completion date – December 2008.
20. The twelfth partial payment to Consoer Townsend & Associates in the amount of \$5,047.24 on a contract amount of \$74,800 of which \$58,145.87 will have been paid to date for work certified as 78% complete for the In-Line Booster Station at Mitsubishi Motorway. Completion date – December 2008.
21. The first partial payment to Gildner Plumbing, Inc. in the amount of \$21,330 on a contract amount of \$116,421 of which \$21,330 will have been paid to date for work certified as 18% complete for the 2007-2008 Detention Basin Improvements. Completion date – May 2009.
22. The thirtieth partial payment to Farnsworth Group in the amount of \$763 on a contract amount of \$384,300 of which \$371,994.12 will have been paid to date for work certified as 97% complete for the Kickapoo Force Main Design – Property Surveys and Brokaw Road Surveys. Completion date – July 2008.
23. The fifty-ninth partial payment to Farnsworth Group in the amount of \$13,765.82 on a contract amount of \$1,077,688.73 of which \$1,050,274.79 will have been paid to date for work certified as 97% complete for the Design Transmission Water Main to Lake Bloomington. Completion date – August 2008.
24. The second partial payment to Stark Excavating, Inc. in the amount of \$2,616.52 on a contract amount of \$430,249.30 of which \$208,563.21 will have been paid to date for work certified as 48% complete for the Water Main Extension Project on Towanda Barnes from Rt. 9 to Oakland. Completion date – December 2008.
25. The second partial payment to Stark Excavating, Inc. in the amount of \$30,195 on a contract amount of \$82,996.60 of which \$80,338.50 will have been paid to date for work certified as 97% complete for the Water Main Improvements on Miller Street. Completion date – December 2008.

26. The fourth partial payment to Gildner Plumbing, Inc. in the amount of \$27,887.91 on a contract amount of \$178,384 of which \$174,676 will have been paid to date for work certified as 98% complete for the Water Main Extension on Lincoln – Morrissey to McGregor. Completion date – December 2008.
27. The fifth partial payment to Lewis, Yockey & Brown in the amount of \$1,388.50 on a contract amount of \$12,000 of which \$10,987 will have been paid to date for work certified as 92% complete for the Design of the Water Main Abandonment on South Main – Miller to Oakland. Completion date – December 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

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

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

**Ayes: Aldermen Stearns, Huette, Schmidt, 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: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of August, 2008

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

The Audit of these accounts took place on Monday, September 22, 2008 at 6:30 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.



Respectfully,

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the audit of the bills and payrolls for the Township for the month of August, 2008 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: Report

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

1. Monthly Receipt & Expenditure Report, August, 2008.

Respectfully,

Tracey Covert  
City Clerk

Tom Hamilton  
City Manager

(REPORTS ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the report be received and placed on file.**

**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: Request to Pay Stark Excavating, Inc. for the Installation of a Water Main in Morris Avenue

While installing the sewers for the Morris Avenue road project, it was determined that several unknown repair clamps were on the water main. In order to avoid any near future main breaks under this new road, the poorly performing water main would need replaced for the length of the new pavement. Since Stark Excavating, Inc. was already performing the road work, staff requested that they provide pricing for the additional work. The pricing was reviewed and found to be in order. Stark Excavating, Inc. has completed the water main work and submitted a bill for their services in the amount of \$126,786. Staff has reviewed this invoice and found it to be in order.

Staff respectfully requests that Council approve the payment in the amount of \$126,786 to Stark Excavating, Inc. Payment will be made with Water Department, Transmission and Distribution Division, Maintenance Funds (X50120-70590).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

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

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

**Ayes: Aldermen Stearns, Huetter, 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 an Agreement with Technical Design Services, Inc. for an Enterprise Resource Planning (ERP) Full System Selection Process

Staff respectfully requests Council approval to proceed to the next step toward acquiring an Enterprise Resource Planning (ERP) solution. During the January 8, 2007 meeting, Council authorized staff to contract with Technical Design Services, Inc. (TDSi) to perform a Preliminary Enterprise Application Needs Assessment to determine if the City would benefit from implementing such a system.

TDSi performed their assessment by meeting with staff from all departments. The response and cooperation from staff during this phase of the project was outstanding. Staff believes that every department sees the positive potential for this project. As a result of the findings of TDSi, and from our own experience and understanding, staff believes the ERP project to be a worthwhile pursuit. Although the project would be very involved and would require participation from all departments, there are many efficiencies to be gained in the long run.

TDSi has provided staff with a proposal for the next phase of this project. Their term for this next phase is Full System Selection Process, which includes detailed feature/function analysis, Request for Proposal, (RFP), creation, RFP analysis, vendor demonstrations, narrowing of vendors to a short list, vendor selection, final contract review, and negotiation assistance.

This process involves working closely with all departments to understand their daily operations in detail. It will allow each department the opportunity to provide input into what they would require in an ERP solution. The result would be an extensive list of features and functions either required or requested by the City as a whole. By adhering to the strict methodology TDSi would bring to bear on the project, the City would end up with an ERP recommendation that will be the best overall fit, considering the needs of all departments.

Cost for the Full System Selection Process is:

Technical Design Services	Naperville, IL	ERP Full System Selection	\$99,619.00
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As part of the deliverable from the preliminary assessment engagement, TDSi has provided a preliminary timeline and estimated costs for the entire project. The proposed timeline would cover four or five (4-5) fiscal years, (FY), beginning with FY 2008-2009 for the full system selection project. TDSi is estimating total costs at about \$1.8 million over the life of the ERP implementation project. They also note that, depending on the selected vendor and application list, the project could be twenty percent, (20%), less or around ten percent, (10%), more than the \$1.8 million estimate.

There will also be yearly maintenance costs associated with an ERP solution. TDSi estimates this cost to be between \$100,000 and \$150,000 per year. However, the ERP solution would at the least replace the City's current financial system, which costs around \$62,000 per year for maintenance. In addition, it could replace other existing systems which carry their own yearly maintenance costs. Staff's estimate of the current yearly annual software maintenance that could be eliminated and applied towards the ERP maintenance at \$100,000. This is an estimate as it will not be known which current systems might either be replaced or integrated into the ERP system until after the Full System Selection Process.

Some important points concerning the project:

1. The cost for TDSi's Full System Selection Process was included in the approved FY 2008-2009 budget.
2. TDSi is an independent consultant. They have no ties with potential vendors for the ERP solution. They are providing consulting services only and do not sell any software products. Staff believes this is critical to ensure the solution is the right one for the City.
3. Today, due to the lack of an ERP system, departments across the City have created their own point solution or perhaps are even still handling tasks manually. This approach makes it nearly impossible to obtain reports on City-wide performance. The reports that are typically generated require a lot of manual work or excessive staff time to create automated reports that draw from a number of different data sources.
4. Although a detailed time and motion study was not conducted, TDSi and staff believe the implementation of an integrated ERP solution would conservatively result in the new-hire avoidance of the equivalent of three to four, (3-4), full time positions throughout all City departments. Assuming a salary/taxes/benefits cost of \$45k - \$60k for those positions, the system would pay for itself over its expected minimum ten (10) year life span.  $(\$45k \times 4) \times 10 = \$1.8$  million in personnel savings.

Staff believes this is reasonable due to the extensive use of both manual and shadow systems (spreadsheets and databases) being used throughout the City. This also does not include IT, (Information Technology), savings in hardware and support of an enterprise system versus numerous non-integrated solutions.

5. An ERP solution would also include a City-wide cash receipting system, which the City currently does not have. Currently, cash receipting is handled manually throughout multiple departments, and even this manual process is not consistent among those departments. This feature will make it much easier to collect and track all revenue collected by departments, including fines and fees.
6. Overall security would be improved with an integrated solution. Change management, access control and other industry security standards will be much easier to manage when the data resides in standardized locations.

Today, with the City's data located in many different locations, security is difficult and time consuming to manage.

7. An ERP solution would make it easier for staff to provide accurate and timely reports that Council and City Administration would like to see.
8. An ERP solution would naturally provide better computer-based access for our citizens. Web interfaces for citizen interaction is almost a given with today's ERP solutions.

Staff certainly understands the City's current budget situation and the scope of the project being proposed. Staff also believes this project will save the City money in the long run. It will automate many systems throughout City departments that are currently being handled manually. It will streamline many of our daily processes to allow us to do more with existing staff. It will bring together large amounts of data and make it much easier to collect, track, manage, and report on that data. Today, that data exists in different places or "silos" and is very difficult to manage and is certainly difficult to report on. More data in one location will translate to easier access to that data for reporting and performance tracking and allow all departments and the Council to benefit from a more collective pool of information.

Staff respectfully requests that Council approve a contract with Technical Design Services, Inc. for an ERP Full System Selection Process in an amount not to exceed \$99,619.00 and the Mayor and City Clerk be authorized to execute the necessary documents. Payment for these services would come from funds budgeted in the Information Services Other Professional and Technical Services (F11610-70220) and Travel (F11610-70770) accounts.

Respectfully,

Scott Sprouls  
Director of Information Services

Tom Hamilton  
City Manager

#### **RESOLUTION NO. 2008 - 59**

#### **A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF AN ERP FULL SYSTEM SELECTION PROCESS FROM TECHNICAL DESIGN SERVICES, INC. IN THE AMOUNT OF \$99,619**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase an ERP Full System Selection Process from Technical Design Services, Inc. in the amount of \$99,619.

ADOPTED this 22<sup>nd</sup> day of September, 2008.

APPROVED this 23<sup>rd</sup> day of September, 2008.

APPROVED

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

### **AGREEMENT**

THIS AGREEMENT, Made and entered into this September 29, 2008, by and between Technical Design Services, Inc., first party, also hereinafter referred to as “Contractor”, and the City of Bloomington, a municipal corporation, second party.

### **WITNESSETH:**

THAT WHEREAS, the City of Bloomington, did request a proposal for furnishing all labor and expenses for the professional services of the ERP Full System Selection project for said City.

AND WHEREAS, in pursuance of said request said first party, did on August 17, 2008, submit this proposal to said City of Bloomington for furnishing all of the labor and expenses for the professional services of the ERP Full System Selection project, on file in the Information Services office of said City. A copy of which is hereby referred to and made a part hereof by reference, and said first party was awarded the contract for the professional services by Council approval on Monday, September 22, 2008.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor and expenses for the completion of the professional services, in accordance with the said proposal made a part hereof.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal

to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

Attest:

City of Bloomington

Tracey Covert  
City Clerk

Stephen Stockton  
Mayor

Contractor

Witness:

Frank Cerchio  
Technical Design Services,  
Inc.

**Alderman Schmidt expressed appreciation to staff for the thorough background information on this issue. Scott Sprouls, Director of Information Services had done a great job.**

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the formal bidding process be waived, the agreement with Technical Design Services, Inc. for an ERP Full System Selection Process be approved in the amount of \$99,619, 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 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 Formal Bidding Process and Purchase New Trucks Using State Of Illinois Joint Purchasing Contracts

The Parks and Recreation Department has two (2) trucks in need of replacement, a 1995 GMC pickup truck and a 1997 GMC one (1) ton dump truck. The pickup truck will be replaced with a

2009 Ford F150 pickup and the one (1) ton dump truck will be replaced with a 2009 Ford F350 dump truck. The dump truck will also have a snow plow to improve snow removal efficiencies.

Both replacement vehicles are available from Landmark Ford, Springfield, using the State of Illinois Joint Purchasing Contract. The purchase price of the 2009 Ford F150 is \$16,261 and the purchase price of the one (1) ton dump truck is \$37,363. The old vehicles will be sold through an online auction after the new units are in service.

This department has budgeted \$25,000 in the Equipment Replacement Fund F14110-72130 for the purchase of the pick up truck and \$40,000 in F14154-72130 for the purchase of the dump truck.

Staff respectfully recommends that the formal bidding process be waived and a 2009 Ford F150 pickup truck in the amount of \$16,261 and a 2009 Ford F350 dump truck in the amount of \$37,363 be purchased from Landmark Ford Springfield, through the State of Illinois Joint Purchasing Contract, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

Respectfully

Daniel Augstin  
Director of Fleet Management

Tom Hamilton  
City Manager

#### **RESOLUTION NO. 2008 - 60**

#### **A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF A 2009 FORD F150 PICKUP TRUCK IN THE AMOUNT OF \$16,261 AND A 2009 FORD F350 DUMP TRUCK IN THE AMOUNT OF \$37,363 FOR THE PARKS AND RECREATION DEPARTMENT FROM LANDMARK FORD SPRINGFIELD, THROUGH THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT**

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 a 2009 Ford F150 pickup truck in the amount of \$16,261 and a 2009 Ford F350 dump truck in the amount of \$37,363 for the Parks and Recreation Department from Landmark Ford Springfield, through the State of Illinois Joint Purchasing Contract.

ADOPTED this 22<sup>nd</sup> day of September, 2008.

APPROVED this 23<sup>rd</sup> day of September, 2008.



APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the formal bidding process be waived, a 2009 Ford F150 pickup truck in the amount of \$16,261 and a 2009 Ford F350 dump truck in the amount of \$37,363 be purchased from Landmark Ford Springfield, through the State of Illinois Joint Purchasing Contract, 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: Additional Storage Space for EMC Storage Disk Array

Staff respectfully requests Council approval to purchase additional storage, (hard drive), space for the City's EMC storage disk array. Staff has recently shifted to a disk to disk to tape enterprise backup strategy. This strategy involves backing up the City's live data to low cost, low speed disks during the overnight backup window. This process dramatically reduces the window needed for these overnight backups. The data is then backed up again to tape, usually through the following morning, providing for offsite storage. The data then stays on the low cost disk for around twenty, (20), days, allowing staff to perform any necessary restores (within the twenty days) much more quickly.

This backup strategy has been very successful in saving time and resources for the City. As such, staff would like to expand the strategy to more of the City's servers. Staff has sought

proposals to add seven, (7), 1000GB 7200RPM serial ATA drives to the City’s EMC CX3-10 array, which will provide an additional six, (6), terabytes of storage space. The following table shows the results of these proposals.

CDW Government, Inc.	Vernon Hills, IL	\$12,705.00	
LaSalle Solutions	Rosemont, IL	\$14,023.80	
Sentinel Technologies	Springfield, IL	\$12,289.00	**recommended

Staff respectfully requests that Council approve the purchase of additional storage space in the amount of \$12,289 from Sentinel Technologies, Inc., and the Purchasing Agent be authorized to issue a Purchase Order for same. Payment will be made with funds budgeted in the Information Services Equipment Fixed Asset (F11610-72120) account.

Respectfully,

Scott Sprouls  
 Director of Information Services

Tom Hamilton  
 City Manager

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the additional storage space in the amount of \$12,289 be purchased from Sentinel Technologies, Inc., and the Purchasing Agent be authorized to issue a Purchase Order for same.**

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

**Ayes: Aldermen Stearns, 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: Parks and Recreation Web Site

The Parks and Recreation Department has recognized the need to improve its web site service to the community. Over the past several months, staff has worked with the Information Services Department in researching options and interviewing firms to design a new web site for the Parks and Recreation Department. Staff has selected the firm of Visionary Webworks eParkDistrict.com of Bartlett, Illinois and negotiated a price of \$25,960. As their name suggests, this firm has extensive experience in designing and producing web sites for Park Districts and

Parks and Recreation Departments. Several of their clients' web sites have recently won awards at IAPD/IPRA Conferences.

This agreement will include the following elements:

- Design and produce web site, with up to seventy, (70), content pages
- Install all web pages and software to server
- Perform complete testing
- Training on software used to support and update
- Online Activity/Event Calendar with Upcoming Events
- Online Interactive Parks and Facilities System Map

This firm has agreed to work with Information Services staff to insure proper compliance and integration with their needs and requirements. The new web site will include bright, vibrant colors with the use of flash technology to integrate many pictures and graphics. Customer feedback through surveys and comment areas will be included, as well as access to our program guides, reservation systems, etc.

Staff respectfully requests that Council approve a contract with Visionary Webworks eParkDistrict.com of Bartlett, Illinois to develop a new department web site in an amount not to exceed \$25,960. Funds are available in the Park Dedication account 7030-14110-72570.

Respectfully,

John Kennedy,  
Asst. Director Parks & Recreation

Tom Hamilton  
City Manager

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the contract with Visionary Webworks eParkDistrict.com of Bartlett, Illinois to develop a new department web site be approved in an amount not to exceed \$25,960, 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: Request for Proposal for the Removal of Lime Sludge from the Storage Lagoons at the Water Treatment Facility

Request for Proposal, (RFP), for Lime Sludge Removal were accepted in the City Clerk's Office until September 10, 2008 at 2:00 p.m. This RFP was for a five (5) year contract to remove this sludge from the water treatment plant's storage lagoons. Lime sludge is a reusable byproduct of the water softening process. The sludge is removed from the sludge lagoon by a contractor and marketed to farmers for pH control of their farmland. This process must take place each year as the water softening process creates about 25,000 pounds of sludge each day. The current contract has expired. The most recent cost, (fall 2007), was for sludge removal was approximately \$43 per dry ton.

Four (4) firms responded to the RFP, and their pricing is as follows:

Oros and Busch Application Technologies, Inc.	\$28.85/dry ton
Evergreen FS, Inc.	\$48.56/dry ton
Synagro Central, LLC	\$49.65/dry ton
Merrell Brothers, Inc.	\$49.74/dry ton plus \$7,947 one time set up charge

Staff respectfully request that Council approve a five (5) year contract for the lime sludge removal with Oros and Busch Application Technologies, Inc., Defiance, Missouri, at the cost of \$28.85 per dry ton with a 2.5% cost increase each year for the remaining four (4) years of the contract. The new pricing will save the City approximately \$70,000 per year.

Payment will be made with funds from the Water Department Operations and Maintenance Funds, Lime Sludge Hauling (X50130-70840). \$215,000 has been budgeted for fiscal year 2008/2009.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

## **AGREEMENT**

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of September, 2009, by and between the City of Bloomington, a Municipal Corporation, organized and operating under the Constitution and laws of the State of Illinois (hereinafter referred to as “City”) and Oros and Busch Application Technologies, Inc., a Missouri corporation, with its principal place of business in Defiance, Missouri (hereinafter referred to as “Contractor”).

### **WITNESSETH:**

WHEREAS, the City is a municipal corporation providing water service to itself and its various municipal and other customers; and

WHEREAS, City, in the conduct of its operations, maintains a treatment plant at Lake Bloomington near the Village of Hudson, Illinois; and

WHEREAS, in connection with the maintenance and operation of said treatment plants, the City maintains storage impoundments into which sediment from the treatment process is placed and held. This material, a residue from the lime softening process, is hereinafter called “residual lime”; and

WHEREAS, it is necessary during the normal operation of the City’s treatment plants and facilities to remove the residual lime from said storage impoundments; and

WHEREAS, a system has been developed for removing residual lime and using the same for agricultural purposes and Contractor has made a substantial investment in the development and utilization of the system; and

WHEREAS, the City desires to hire the Contractor to remove the residual lime from the storage impoundments situated near the Village of Hudson and the Contractor desires to perform the work; and

WHEREAS, the parties wish to reduce their agreement to writing,

**NOW THEREFORE IT IS UNDERSTOOD AND AGREED AS FOLLOWS:**

**1. Premises**

The City is the owner of and does hereby grant Contractor access to the premises known as the City of Bloomington Water Department Lime Sludge Lagoons, incorporated herein by reference, so that the Contractor may perform the obligations imposed upon it pursuant to the terms of this Agreement.

## 2. Term

This Agreement shall commence on the 1<sup>st</sup> day of October, 2009 and shall terminate on the 30<sup>th</sup> day of September, 2014, and shall be automatically renewable for additional five-year terms thereafter unless sooner terminated as provided herein. Either party may notify the other of its intention not to renew said Agreement by giving of written notice to the other party not less than 180 days prior to the expiration of any terms as provided herein. Upon delivery of said notice, this Agreement shall thereupon expire at the end of said term. The first day of October through the 30<sup>th</sup> day of September each year hereunder is defined as a contract year.

## 3. Price

The City shall pay the Contractor a sum determined in the following manner:

- a. A base amount of \$28.85 per dry ton for the 1<sup>st</sup> year.
- b. Subsequent years will be determined by using the prior year amount multiplied by 2.5%.

## 4. Methodology for the determination of payment

(a) The Contractor shall collect three samples of at least 6 ounces each, of slurry material from each truckload of material leaving the premises in containers with sealable lids.

(b) The containers shall be identified as to which truckload of material they were collected from.

(c) Two of the containers shall be set aside for collection by the City.

(d) The third container shall be analyzed by the Contractor by drying a sample of the material in a vessel of known weight and calculating the per cent dry solids in the sample.

(e) The City will collect the samples from the Contractors location at least weekly and each sample will be analyzed for percentage of dry solids in the sample. This percentage of dry solids from the sample shall be assumed to represent the per cent dry solids of the entire truckload.

~~(f) Each truck shall be weighed at a certified truck scale to determine the tare weight of the load of lime slurry leaving the premises. (initialed JB 9/16/09)~~

(g) The per cent dry solids of a sample taken from a given truckload of lime slurry multiplied by the tare weight of the lime slurry in said truckload shall determine the basis for the calculation of the number of dry tons contained in each truckload leaving the premises.

## 5. Time for payment

Payment is due 60 days from the submittal of an invoice.

## 6. Equipment

Contractor shall erect any and all equipment on the site that it may need to remove the residual lime. Contractor shall have the right to enter upon the real estate previously described at all times during the terms of this Agreement for the purpose of removing the residual lime. All machinery and equipment shall remain the property of the Contractor and shall be removed by Contractor within sixty (60) days following the termination of this Agreement, except as otherwise provided herein.

## 7. Site Improvement

City will maintain the site by furnishing rock and preparing and grading of the roadways as may be necessary for ingress and egress from the sites. The gates will be kept locked at all times when not in use.

## 8. Direction of Work

Contractor reserves the right to direct the time and manner of operation for the removal of the residual lime, provided, however, the Contractor's operation shall not interfere with the City's operation of its treatment plants, it being understood that, among other things, City must be able to utilize on storage impoundment at each site to operate its treatment plants. City shall not deposit residual lime in the storage impoundment in which Contractor is working except after giving Contractor thirty (30) days notice that it intends to do so and giving Contractor and opportunity to transfer its operation.

## 9. Indemnification

Contractor agrees to indemnify and hold harmless City, its successors and assigns, from any loss, damage, cost, charge or expense arising out of or resulting from the removal of the residual lime or misapplication of the residual lime by Contractor pursuant to this Contract.

## 10. Restoration of Site

Within thirty (30) days following the termination of this Agreement, the Contractor shall restore and repair any damage caused to the site during the course of its operation and shall restore the site or the sites to their condition existing on the date of this Agreement, except for improvements constructed by City for the residual lime removed pursuant to this Agreement.

## 11. Agreement

Contractor shall abide by and comply with all applicable governmental laws, regulations and rules in the performance of its activities hereunder.

## 12. Termination

(A) In the event Contractor is prevented from removing the residual lime from the storage impoundments or from selling the residual lime as an agricultural lime product for any reason outside of the control of the Contractor and City, then either party may terminate this Contract by written notification to the other party of its intent to terminate and the Contract shall terminate on the first day of the month next succeeding the receipt of such notice.

(B) It is understood and agreed between the parties hereto that City is a municipal corporation and is in the business of furnishing water to the public and is subject to regulation by various Federal and State agencies. In the event that City's performance under this Contract violates any of the rules and regulations of said public agencies or interferes with the providing of water service to its customers, City shall have the right to immediately terminate this contract.

## 13. Insurance

Contractor shall comply with all laws of the State of Illinois and of the United States relating to workmen's compensation, occupational disease compensation and unemployment compensation. Contractor shall carry public liability insurance policy or policies with limits of at least One Million Dollars (\$1,000,000.00) for any one person and One Million Dollars (\$1,000,000.00) for any one accident, and a policy covering property damage with limits of at least One Hundred Thousand (\$100,000.00) and an aggregate limit of Two Million Dollars (\$2,000,000.00). The contractor shall provide City with copies of such policies or a Certificate of Insurance evidencing such policies. Contractor agrees that such policies shall be maintained in effect until all work required hereunder has been completed.

## 14. Chemical Analysis

City shall provide Contractor with a copy of the chemical analysis of a representative sample of the lime sludge collected by City Staff and analyzed each year by a certified laboratory.

## 15. Special Conditions

During the term of this Contract, City agrees that only Contractor shall be entitled to remove the residual lime from the storage impoundments; provided, however, the parties agree that if it is necessary to the operation of City's facilities that residual lime be removed from any particular impoundment and Contractor advises City that it is unable or unwilling to do so under the terms of this Contract, City may cause such residual lime to be removed so as to enable it to properly operate its facilities.



16. Notices

Any notices to be directed to the City hereunder shall be given to the City by certified mail, return receipt requested, mailed to: City of Bloomington, P.O. Box 3157, Bloomington, Illinois 61701, Attention Director of Water, and any notices required to be given to Contractor shall be mailed by certified mail, return receipt requested to: Oros and Busch Application Technologies, Inc., P.O. Box 37, Defiance, Missouri 63341.

17. Assignment

Contractor shall not sell, assign, transfer or subcontract this Agreement or any interest therein to any person, firm or corporation without the written consent of City.

18. Governing Laws

This Agreement shall be governed in accordance with the laws of the State of Illinois.

19. Binding Effect

This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29<sup>th</sup> day of September, 2009.

Application Technologies, Inc.

City of Bloomington  
A Municipal Corporation

By: Joseph Busch  
President, Oros and Busch

Stephen F. Stockton  
Mayor

Attest:

Attest:

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the RFP for lime sludge removal be awarded to Oros and Busch Application Technologies, Inc. in the amount of \$28.85 per dry ton with a 2.5% cost increase each year for the remaining four (4) years of the contract, 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: Second Amendment to Professional Service Agreement with Farnsworth Group for the Phase I Design of Constitution Trail Extension from East Grove Street to East Hamilton Road

On November 14, 2005, Council approved an agreement for Phase I Design of the Constitution Trail Extension from East Grove Street to East Hamilton Road by the Farnsworth Group, (FG), in the amount of \$189,500. The agreement was amended by Council on March 27, 2006 to approve an additional payment to the FG in the amount of \$13,800 for an Environmental Site Assessment and additional bridge design.

Initially, the City had requested the FG design a block wall retaining system for the approaches to the trail bridge over Oakland Avenue. The Illinois Department of Transportation, (IDOT), required this be changed to Mechanically Stabilized Earthen (MSE) retaining walls. Due to IDOT's requirement, the cost of this trail overpass rose significantly. The FG redesigned the bridge to a three span system which reduced the need for MSE retaining walls and brought the cost within budget. The FG is requesting that the current contract be increased by \$12,940.26 to cover their extra design costs associated with these changes and redesigns. Staff has examined the submittal from the FG for additional payment and finds it acceptable. An amendment to the current contract is requested.

Original Contract	\$189,500.00
Change Order #1	\$ 13,800.00
This Change Order #2	<u>\$ 12,940.26</u>
Total Contract Amount	\$216,240.26

Staff respectfully recommends that Council approve the change order in the amount of \$12,940.26, and the Resolution adopted. Payment will come from the Park Construction and Improvements Fund (70300-72570).

Respectfully,

Douglas G. Grovesteen, Director of Engineering

Tom Hamilton, City Manager

**RESOLUTION NO. 2008 - 61**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE  
AMOUNT OF \$12,940.26 IN THE CONTRACT BETWEEN THE CITY OF  
BLOOMINGTON AND FARNSWORTH GROUP FOR THE PHASE I DESIGN OF  
CONSTITUTION TRAIL EXTENSION FROM EAST GROVE STREET TO EAST  
HAMILTON ROAD**

WHEREAS, the City of Bloomington has previously entered into a contract with Farnsworth Group for the Phase I Design of Constitution Trail Extension from East Grove Street to East Hamilton Road for; and

WHEREAS, for the reasons set forth in a staff report dated September 22, 2008 it was necessary to redesign the bridge to a three span system; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 22, 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 \$12,940.26 in the contract between the City of Bloomington and Farnsworth Group for the Phase I Design of Constitution Trail Extension from East Grove Street to East Hamilton Road be approved.

ADOPTED this 22<sup>nd</sup> day of September, 2008.

APPROVED this 23<sup>rd</sup> day of September, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the Change Order for Phase I Design of Constitution Trail Extension – E. Grove St. to E. Hamilton Rd. in the amount of \$12,940.26 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: Request to Retain Farnsworth Group to Provide Professional Engineering Services for Phase II Construction Design Engineering of Constitution Trail Extension from East Grove Street to Croxton Avenue

The City has a \$1,000,000 federal grant which is to be applied to construction costs of Constitution Trail from E. Grove St. to Croxton Ave., which includes a bike bridge over Oakland Avenue. In order to bid this project, construction plans must be prepared.

Staff has negotiated a proposed contract with the Farnsworth Group, (FG), to provide professional engineering services associated with Phase II Construction Design Engineering of Constitution Trail from E. Grove St. to Croxton Ave., including structure, retaining wall and bikeway design. Staff has reviewed the proposal from the FG to provide Phase II professional services on a time and material basis for a total fee not to exceed \$94,800 and finds it acceptable.

Staff respectfully recommends that Council approve a contract with the FG to provide Phase II professional engineering services for a total fee not to exceed \$94,800, and the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made from the Park Construction and Improvements Fund (70300-72570).

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the contract with the Farnsworth Group for professional engineering services for Phase II Construction Design Engineering of Constitution Trail Extension from E. Grove St. to Croxton Ave. be**

**approved in an amount not to exceed \$94,800, 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: Stipulated Agreement No. 1352 between the State of Illinois Acting through the Illinois Commerce Commission, the Norfolk Southern Railway Company, and the City for the Improvement of the Crossing of the Track at Abraham Road, (TR 1800 E)

The Illinois Commerce Commission, (ICC), in order to improve the public safety at the crossing of the Norfolk Southern Railway Company, (NSRR), track on Abraham Road, (TR 1800 E), has prepared a stipulated agreement whereby the City and the NSRR will each be responsible for improving that part of the crossing that is within their sphere of maintenance. Abraham Road is located in the southeast part of the City in Ward 8. It extends southerly from Ireland Grove Road approximately half way between Hershey Road and Towanda Barnes Road.

Page 2 of the agreement includes a table dividing the anticipated costs. The parties will have twelve, (12), months from the date of the ICC order to complete the work. The City is not responsible for any of the work or cost to install automatic signals at this crossing. The City's participation is limited to the improvement of the road south of the tracks. The tracks are significantly higher than the road south of the crossing, and there is a steep slope up to the track. The ICC has specific rules regarding the maximum pavement slope allowed adjacent to a railroad crossing. The Engineering Department will prepare a plan to adjust the road grades and include it in the maintenance program in the coming year. The existence of this project was not known at the time the City budget was prepared, therefore no funds have been budgeted for this work.

Exhibit D of the agreement appoints an "authorized agent" to process this agreement. The agent should be the City's Corporation Counsel or his appointee.

Staff respectfully requests that Council approve the Stipulated Agreement with the ICC and the NSRR, and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the Agreement No. 1352 for improvement of the railroad crossing at Abraham Road 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: Joint Agreement between the State of Illinois Department of Transportation and the City for the Improvement of Traffic Signals at the Intersections of North Main Street, (Business Route US 51), & Emerson Street, North Center Street, (Business Route US 51), & Emerson Street, and South Main Street, (Business Route US 51), & Wood Street

The Illinois Department of Transportation, (IDOT), desires to improve the traffic signals at the intersections of North Main Street, (Business Route US 51), & Emerson Street, North Center Street, (Business Route US 51), & Emerson Street, and South Main Street, (Business Route US 51), & Wood Street. The project will include all new signal equipment, (conduits, wiring, poles, mast arms, signal faces, etc.). The existing controllers and cabinets will be relocated and reused. Page 2 of the agreement lists the estimated costs of the work and the percentages to be paid by the federal government, IDOT, and the City. The City's estimated share is \$35,650. There is a stipulation in the contract that the City's cost for this work shall not exceed \$44,562 which represents 125% of the estimated cost.

The existence of this project was not known at the time the City budget was prepared, therefore no funds have been budgeted for this work. The Resolution attached as Exhibit "A" will appropriate \$35,650 in MFT funds (X20300-72530) to pay the City's share of the project. Staff respectfully requests that Council approve the Joint Agreement with the IDOT, and that the Resolution be adopted.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

(RESOLUTION 2008 – 62 ON FILE IN CLERK’S OFFICE)

**Alderman Huette noted the traffic signals in question appeared to work. He questioned the reason behind replacement. Tom Hamilton, City Manager, addressed the Council. The Illinois Department of Transportation (IDOT) planned to do this and the City was required to contribute. Doug Grovesteen, Director of Engineering, addressed the Council. The City’s share was small. The plan was to replace the poles and rusted mast arms. IDOT may relocate some of the pieces, however, many of those intersections were thirty (30) or more years old. This would be an upgrade. Mr. Grovesteen was thrilled IDOT was spending money in the City. Alderman Huette explained his concern had been the benefit to the City.**

**Alderman Purcell questioned if the new traffic signals would have Light-Emitting Diode (L.E.D.) lights. Mr. Grovesteen responded affirmatively. Nothing else was used for traffic signals any longer.**

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the agreement with IDOT for traffic signal improvements be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and Resolution be 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: Professional Services Agreement with Consoer Townsend Envirodyne Engineers for the Design of the Direct Injection Carbon Dioxide System at the Water Treatment Plant

Staff is proposing a project to construct a direct injection carbon dioxide system at the Water Treatment Plant. Carbon dioxide is utilized to stabilize the treated water after the lime softening process, (to remove water hardness), by lowering the pH and causing any excess calcium and calcium carbonate to be removed from the water. Currently, the system utilized is a diffusion system where gaseous carbon dioxide is bubbled through the water in a treatment basin to lower the pH. The current system has a limiting factor in the overall hydraulic capacity of the plant. The recarbonation system presents a hydraulic bottleneck for the entire plant and limits capacity at peak times. In order to reduce this bottleneck, a new recarbonation basin has been planned in at least the last two (2) iterations of the Water Treatment Plant Master Plan

The proposed new system will not need a new basin to be constructed and will utilize the existing piping into the existing recarbonation basin. A new forty-eight inch, (48”), pipe will be built around the basin to the pipelines currently exiting the basin. This option is forecast to save over \$1 million in construction and equipment costs as compared to the previously proposed option.

Consoer Townsend Envirodyne Engineers, (CTE), is part of a group of consulting engineering firms that were asked to submit qualifications for water treatment plant work at the beginning of fiscal year 2008/2009. Staff then solicited a specific proposal for this work from CTE. This firm has extensive knowledge of the water treatment plant as designers of the plant’s expansions and high service pumping systems. A review of this proposal has determined that it is in order.

Staff respectfully recommends that the agreement with CTE be approved in the amount \$41,760, and the Mayor and City Clerk be authorized to execute the necessary documents. This project will be paid for with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the agreement with Consoer Townsend Envirodyne Engineers for the design of the direct injection carbon dioxide system be approved in the amount of \$41,760, 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: Resolution Accepting the Deed for Outlot 32 in Brookridge Estates Subdivision

The City has received a Trustee's Deed from Mercer Turner, acting as trustee of Trust No. HG-1, granting title of Outlot 32 in Brookridge Estates Subdivision. The outlot contains a dry bottom detention basin which the City agreed to accept in accordance with item 7 of the Annexation Agreement approved February 11, 2002, and according to note 2 on the Preliminary Plan approved April 22, 2002. The outlot is located on the south side of Ireland Grove Road, approximately 2300 feet east of Hershey Road, at the east end of Brookridge Estates Subdivision. Upon accepting the deed, the City will assume maintenance of the basin.

Staff respectfully recommends that Council adopt the Resolution accepting the deed for outlot 32 in Brookridge Estates Subdivision.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**RESOLUTION NO. 2008 – 63**

**A RESOLUTION ACCEPTING THE DEED FOR  
OUTLOT 32 IN BROOKRIDGE ESTATES SUBDIVISION**

WHEREAS, the City of Bloomington has agreed in the annexation agreement approved February 11, 2002 and the preliminary plan approved April 22, 2002 to accept ownership of the detention basin constructed on outlot 32 in Brookridge Estates Subdivision; and

WHEREAS, the grantor Mercer Turner, acting as trustee for Trust No, HG-1, has executed a Trustee's Deed for outlot 32; and

WHEREAS, the City Council of said City has the power to adopt the Resolution and accept said deed.

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

1. That said Trustee's Deed for outlot 32 in Brookridge Estates Subdivision is hereby accepted.

2. That the City Clerk is directed to record same.

ADOPTED this 22<sup>nd</sup> day of September, 2008.

APPROVED this 23<sup>rd</sup> day of September, 2008

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the Resolution be 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: Members of the City Council

From: Liquor Commission

Subject: Application of El Toro Margarita Island, Inc., d/b/a El Toro Margarita Island, located at 3807 Ballybunion Dr., for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of El Toro Margarita Island, Inc., d/b/a El Toro Margarita Island, located at 3807 Ballybunion Dr., requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp, and Mark Gibson; Hannah Eisner,

Deputy Corporation Counsel; Tracey Covert, City Clerk; and Victor and Ezequiel Fuentes, owners/operators and Applicant representatives.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicants present the business plan. Victor Fuentes, owner/operator and Applicant representative, addressed the Commission. He introduced his brother, Ezequiel Fuentes. Together they own and operate a number of restaurants in Central Illinois. They began their business in Champaign and knew the landlords of the building. This restaurant was formerly known as Duffy McKaw's. El Toro tries to be by unique. The menu will offer seafood dishes, affordable prices, fast and good service, and ten (10) flavors of margaritas.

Commissioner Clapp questioned the building's floor plan and occupancy. Mr. Fuentes estimated occupancy at 150 including the patio area. Commissioner Clapp also questioned the bar area. Mr. Fuentes noted that there would be twelve (12) bar stools with high tables which would seat four (4).

Commissioner Buchanan questioned if the patio area would be a part of the premise. The Applicant responded affirmatively.

Commissioner Clapp questioned the Applicants' experience. Mr. Fuentes noted that they had been in business for ten (10) years. The Bloomington location will be their ninth store. Each restaurant is held be a separate corporation. This has been done for accounting purposes. Hannah Eisner, Deputy Corporation Counsel, noted that this information was contained in the Applicant's financial report. Commissioner Clapp noted the fast growth and questioned if there had been any issues. Mr. Fuentes noted that he come from a large family. All of them are employed in one of the restaurants. He noted that the restaurants located in Danville, Rantoul, Urbana and St. Joseph are managed by family members. Each is provided with ten percent (10%), of the business. In ten (10) years, El Toro has been cited with two (2) liquor violations, both were for service to minors. Commissioner Clapp questioned corrective actions taken. Mr. Fuentes noted that El Toro provides in-house training which is supplemented with TIP, (Training for Intervention Procedures by Servers of Alcohol). Service to a minor is grounds for termination. He did not believe that there were any serious issues.

Commissioner Gibson questioned the percentage of sale from alcohol at the Fuentes' other restaurants. Mr. Fuentes informed the Commission from sixteen to eighteen percent, (16 - 18%) of total sales.

Commissioner Gibson questioned the business hours and kitchen service being available. Business hours were listed as Sunday through Thursday, 9:00 a.m. until 10:00 p.m., Friday and Saturday, 11:00 a.m. until 1:00 a.m. Mr. Fuentes responded affirmatively. He noted that during the week, employees are expected to arrive by 9:00 a.m. El Toro would open to the public at 11:00 a.m.

Commissioner Buchanan questioned who would manage the Bloomington store. Mr. Fuentes noted initially it would be him and his brother, Ezequiel. Eventually, the facility would be

managed by their uncle, Juan Carlos. Currently, he managed the Danville store. They planned to open the Bloomington restaurant during the first two (2) weeks of October.

Commissioner Buchanan opened the hearing for public comment. No one came forward to address the Commission.

Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for El Toro Margarita Island, Inc., d/b/a El Toro Margarita Island, located at 3807 Ballybunion Dr., be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Motion by Alderman Gibson, seconded by Alderman Schmidt that an RAS liquor license for El Toro Margarita Island, Inc., d/b/a El Toro Margarita Island located at 3807 Ballybunion Dr., be created, contingent upon compliance with all applicable health and safety codes.**

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

**Ayes: Aldermen Stearns, Huetter, 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: Text Amendment to Chapter 10 - Demolition Bond Requirements

Over the past several months the Planning and Code Enforcement Department, (PACE), staff has evaluated the performance bond requirements for demolition projects. As a result of this work, two, (2), different bonding requirements have been determined.

The first is the bonding requirement when the City is the owner or responsible party. A bond is required in this instance. It is not suggested to change this requirement, except in the case where

Community Development Block Grant, (CDBG), funds are being used. In the case of CDBG funds, the federal government places a bond requirement at \$100,000.

In all other cases, the proposed text amendment would raise the minimum requirement of \$500 to \$25,000. This new limit would be required with the largest of demolition projects. Bonds add an additional cost to projects. The City has never had any instance where a bond was needed to complete any project.

In addition, when a bond is required, it will be submitted to PACE as part of the process to obtain demolition permit. This allows a demolition contractor to submit all paperwork to a single location.

PACE respectfully requests the Council approved the text amendment to Chapter 10 and the Ordinance be passed.

Respectfully,

Mark R. Huber  
Director, PACE

Tom Hamilton  
City Manager

**ORDINANCE NO. 2008 - 63**

**AN ORDINANCE AMENDING BLOOMINGTON  
CITY CODE CHAPTER 10**

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

SECTION 1. That Bloomington City Code Chapter 10, Article IV, Section 105.10, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

(a) Requirement. Before any permit required by this Article is issued granting authority to demolish a building or structure, the person engaged in the work of demolishing the same shall file with the ~~City Clerk~~ Planning and Code Enforcement (PACE) Department a copy of a performance bond with a surety company as surety naming the person for whom the work is done as obligee to guarantee faithful performance of the terms and conditions of the permit and all applicable federal, state or local regulations and to correct or complete a demolition operation when the demolition contractor fails or is unable to do the same upon written notice from the City. Such bond may be written for one or more demolition projects and shall be in an amount of not less than 100% of the amount of the demolition contract.

(b) Permit. No permit shall be issued for any demolition work until such bond is filed. Upon the filing of such bond and certificate of insurance, as provided in Section 110.5, the person engaged in the work of demolition such buildings and other structures shall obtain permits for such demolition operations as are authorized under the bond, provided, however, that in case of an accident or casualty in the progress of any demolition operations carried on under any permit so issued or the happening of any circumstances which might, in the opinion of the Director of Planning and Code Enforcement, render such bond inadequate, the Director may in his discretion require such additional bond as he may deem necessary to fully insure satisfactory completion of the project before he allows the work to proceed or before any additional permits are issued by him. In lieu of a bond required under this subsection, a certified or cashier's check in the amount of the bond payable to the City of Bloomington shall be deposited with the City at the time of application for the demolition permit. Such amount of said check as is not required for satisfactory completion of the project will be refunded to the applicant upon completion.

(c) Waiver. The foregoing requirement of bond may be waived at the discretion of the Code Official/Building Official where:

- (1) the estimated cost of demolition of a structure, including removal of the debris and clearing the site, is less than ~~Five Hundred Dollars (\$500.00)~~ Twenty Five Thousand Dollars (\$25,000.00);
- (2) no extra hazardous conditions exist; and
- (3) the demolition permit is being sought by the owner of the structure.

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

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

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

SECTION 5. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 22<sup>nd</sup> day of September, 2008.

APPROVED this 23<sup>rd</sup> day of September, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the Text Amendment to Chapter 10 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: Text Amendment - Chapter 29, Traffic Code

On a periodic basis, the Engineering staff reviews the traffic control devices and parking regulations for city streets. The proposed text amendment makes various changes in Chapter 29 which permit the City to post signs making various changes in the traffic and parking regulations on city streets. Staff respectfully requests that the Ordinance be passed.

Respectfully,

J. Todd Greenburg  
Corporation Counsel

Doug Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager



**ORDINANCE NO. 2008 - 64**

**AN ORDINANCE ADDING BLOOMINGTON CITY CODE CHAPTER 29  
BY MAKING PERIODIC REVISIONS THERETO**

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

SECTION 1. Bloomington City Code Chapter 29, Section 128 shall be and the same is hereby amended by adding the following: (additions are indicating by underlining; deletions are indicated by strikeouts):

**SEC. 128 PARKING TIME LIMITED ON CERTAIN STREETS AND CITY PARKING FACILITIES.**

SECTION 2. Bloomington City Code Chapter 29, Section 133, under the heading January 15<sup>th</sup> – April 15<sup>th</sup> shall be and the same is hereby amended by deleting the following:

Greenwood from Heidloff to Lutz	10 tons
Lutz from Greenwood to Morris	10 tons

SECTION 3. Bloomington City Code Chapter 29, Section 142, shall be and the same is hereby amended by adding the following:

Miller Park Streets (See Exhibit C)  
O'Neil Park drive north of skate park counter clockwise

SECTION 4. Bloomington City Code Chapter 29, Section 144, shall be and the same is hereby amended by adding the following:

White Oak – Martin Luther King  
Mitsubishi - Market

SECTION 5. Bloomington City Code Chapter 29, Section 145(d), shall be and the same is hereby amended by adding the following:

Bent Stops for Ireland Grove  
Revenue Stops for Mitsubishi  
Vic Stops for Detroit

SECTION 6. Bloomington City Code Chapter 29, Section 145(g), shall be and the same is hereby amended by adding the following:

Cultural District Drive Stops for Locust

SECTION 7. Bloomington City Code Chapter 29, Section 147(b), under the heading 30 Minute Time Limit (Available to commercial vehicles only) 6:00 a.m. to 4:00 p.m. Monday through Friday shall be and the same is hereby amended by deleting the following:

Center, on the east side, from 125' north to 145' north of the north line of Market

SECTION 8. Bloomington City Code Chapter 29, Section 149, shall be and the same is hereby amended by adding the following:

Maple on the west side between the drives to 1211 E. Oakland and 603 S. Maple  
Mill on the south side from Evans to a point 40' west  
Prairie on the west side from Jackson to a point 75' south  
Prairie on the east side from Jackson to a point 50' south

SECTION 9. Bloomington City Code Chapter 29, Section 151, under the heading At All Times shall be and the same is hereby amended by adding the following:

Black Oak on both sides from Ireland Grove to Jackpine

SECTION 10. Bloomington City Code Chapter 29, Section 152 shall be and the same is hereby amended by correcting the following:

Orchard on the ~~east~~ west side from Salem to Wildwood

SECTION 11. Bloomington City Code Chapter 29, Section 153(a), shall be and the same is hereby amended by adding the following:

Tracy on the west side in front of 1919 Tracy

SECTION 12. Bloomington City Code Chapter 29, Section 153(b), shall be and the same is hereby amended by adding the following:

O'Neil Park – 5 spaces north of skate park

SECTION 13. Bloomington City Code Chapter 29, Section 156.5, shall be and the same is hereby by deleting the following:

Cabintown, Beich to Danbury – 45 m.p.h.  
Empire (Ill. Route 9, eastbound), Towanda to 200' east of Mt. Vernon – 35 m.p.h.  
Empire (Ill. Route 9, westbound), east corporate limits to 700'  
east of Hershey – 55 m.p.h.  
Empire (Ill. Route 9, westbound), 700' east of Hershey to 500' east of Mt. Vernon  
- 45 m.p.h.  
Hershey, College to G.E. Road – 40 m.p.h.  
I-55/I-74 Bypass, north corporate limits to south corporate limits – 55 m.p.h.  
Morris, Empire to Locust – (Truck Speed Limit) – 20 m.p.h.

Morrissey (U.S. 150), 250' north of Woodrig to south corporate limits – 55 m.p.h.  
Morrissey (U.S. 150), 500' south of Croxton to Bell – 25 m.p.h.

SECTION 14. Bloomington City Code Chapter 29, Section 156.5, shall be and the same is hereby amended by correcting and adding the following:

Empire (Ill. Route 9, eastbound), ~~200' 500'~~ east of Mt. Vernon to ~~Airport Road~~  
600' east of Towanda Barnes – 45 m.p.h.  
Empire (~~Ill. Route 9, westbound~~) 500' east of Mt. Vernon to Towanda – 35 m.p.h.  
Hershey, ~~College to~~ Ft. Jesse to G.E.  
Ireland Grove, 1000' west of Hershey to ~~east corporate limits~~ Oakland – 45 m.p.h.  
Ireland Grove, 600' east to 600' west of Towanda Barnes – 45 m.p.h.  
Ireland Grove, 600' east to 1150' west of Kell – 50 m.p.h.  
Oakland, 500' east of Old Airport Road to ~~east corporate limits~~ Streid – 45 m.p.h.  
Oakland (~~eastbound~~), Broadmoor to 500' east of Hershey -35 m.p.h.  
Oakland, ~~Towanda Barnes east corporate limits~~ west to Airport property – 35 m.p.h.  
Streid, Ireland Grove to ~~4700' north~~ Oakland – 50 m.p.h.  
Veterans (I-55 Business Loop, south and westbound) north corporate limits to  
300' west of Morris 1000' south of Hamilton/Fox Creek – 45 m.p.h.

SECTION 15. Bloomington City Code Chapter 29, Section 200(b), shall be and the same is hereby amended by correcting the following:

(b) For all purposes under this Article, any and all references to a "truck" or "trucks" shall be deemed to refer to any and all motor vehicles which are licensed or, if they were to be licensed in Illinois, would be licensed as a truck(s) under the Illinois Revised Compiled Statutes, except for those vehicles commonly known as pickup trucks with a registered weight, GVWR, or actual gross weight, or GCWR exceeding 10,000 pounds.

SECTION 16. Bloomington City Code Chapter 29, Section 201(d), shall be and the same is hereby amended by adding and correcting the following:

Brad – ~~Union 76 Service Road~~ Truckers Lane north to Dead End  
McClun – Bell to Oakland

SECTION 17. Bloomington City Code Chapter 29, Section 201(d), shall be and the same is hereby amended by deleting the following:

Valley View – Wylie to west end

SECTION 18. Bloomington City Code Chapter 29, Section 201(f), shall be and the same is hereby amended by correcting the following:

~~(f)~~ (e) Every person convicted of a violation of this Article shall be punished by fine of not less than Twenty-five Dollars (\$25.00) and not more than Five Hundred Dollars (\$500.00).

SECTION 19. Bloomington City Code Chapter 29, shall be and the same is hereby amended by removing the existing Exhibits A, B and C and replacing it with Exhibits A, B and C attached hereto.

SECTION 20. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 21. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 22. 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 23. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 22<sup>nd</sup> day of September, 2008.

APPROVED this 23<sup>rd</sup> day of September, 2008.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Schmidt 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 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: Lake Bloomington Lease Transfer Petition for Lot 3 and the east ½ of Lot 2, Block 1 of Camp Iroquois from Harold C. Hill, Jr. and Gertrude L. Hill to Donald William Davisson and Sue Ann Davisson

Staff has reviewed the Lake Bloomington Lease Transfer Petition and the septic system inspection report for Lot 3 and the east ½ of Lot 2, Block 1 of Camp Iroquois from Harold C. Hill, Jr. and Gertrude L. Hill to Donald William Davisson and Sue Ann Davisson.

The septic system is twenty-eight, (28), years old but appears to be operating satisfactorily. By current Code, the sand filter is about 200 square feet too small. This is a minor deficiency and will be allowed to remain. However, the inspection also noted that the septic tank is under an asphalt drive and the inlet and outlet ports are covered. Staff will require that the inlet and outlet ports be retrofitted with risers and that the access ports be brought to the driveway surface for future maintenance of the tank. This must be done by November 1, 2008.

Staff respectfully requests that Council approve the Lake Bloomington Lease Transfer for Lot 3 and the east ½ of Lot 2, Block 1 of Camp Iroquois from Harold C. Hill, Jr. and Gertrude L. Hill to Donald William Davisson and Sue Ann Davisson with the provision that the inlet and outlet ports be retrofitted with risers and that the access ports be brought to the driveway surface by November 1, 2008. Failure to do so may result in the declaration that the homeowner is in default of the lease.

Respectfully,

Craig M. Cummings  
Director of Water

Tom Hamilton  
City Manager

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the Lake Lease be approved contingent upon the provision that the inlet and outlet ports be retrofitted with risers and that the access ports be brought to the driveway surface by November 1, 2008, 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 Submitted by Interchange City West, LLC Requesting Disconnection from the City of a 4.41 Acre Parcel

A petition has been received from Interchange City West, LLC requesting that Council rescind Ordinance 2008 – 35, (approved May 27, 2008), which disconnected a 6.88 acre parcel from the City and pass a new Ordinance which would disconnected a 4.41 acre parcel at the same location. The parcel is located west of Wylie Drive, east of the Interstate Center, and north of Market Street, (IL Rte. 9/U.S. Rte. 150). The parcel lies within the Metro Zone and tax revenues within the Zone are shared equally by the City and the Town of Normal, regardless of the corporate limits included in the parcel. This parcel was annexed to the City May 13, 1996 by Ordinance 1996 - 42. The Annexation Agreement which pertains to this parcel, (approved Oct. 9, 1995), states in item 12: “If and when Tract 2 and/or Parcel 1 of Tract 1 become annexed to the City of Bloomington, the City agrees to disconnect and the Town agrees to annex the south 320 feet of Tract.”

Staff respectfully recommends that City Council pass an Ordinance rescinding Ordinance 2008 - 35 and pass the Ordinance approving the disconnection of the 4.41 acre parcel from the City. This disconnection will not become valid until the parcel is annexed by the Town of Normal.

Respectfully,

Douglas G. Grovesteen  
Director of Engineering

Tom Hamilton  
City Manager

**PETITION FOR DISCONNECTION FROM THE CITY OF BLOOMINGTON AND  
TO RESCIND ORDINANCE 2008 - 35 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, LLC, an Illinois Limited Liability Company, hereinafter referred to as your Petitioner, respectfully represents and requests as follows:

1. That your Petitioner is the owner of the real estate described in Exhibit A, which is attached hereto.
2. That the subject real estate is within the corporate limits of the City of Bloomington, McLean County, Illinois.
3. That the real estate can be legally disconnected from the City of Bloomington pursuant to this Petition and pursuant to 65 ILCS 5/7-3-4.
4. That no electors reside on the real estate.
5. That the owner hereby expresses its willingness and desire that the subject real estate be disconnected from the City of Bloomington, McLean County, Illinois.
6. Attached hereto as Exhibit B is an accurate Disconnection Plat of the real estate, prepared by Lewis, Yockey & Brown, Inc., consulting engineers and land surveyors, dated July 28, 2008.
7. Petitioner asks that Ordinance 2008-35 adopted May 27, 2008 be rescinded and that this Petition be considered in its stead.

WHEREFORE, your Petitioner respectfully requests that an Ordinance be adopted disconnecting the real estate described in Exhibit A from the City of Bloomington, McLean County, Illinois.

Respectfully submitted,

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

By:  
Its Attorney

**ORDINANCE NO. 2008 - 65**

**AN ORDINANCE DISCONNECTING CERTAIN TERRITORY AS HEREINAFTER DESCRIBED FROM THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS AND RESCINDING ORDINANCE 2008 - 35 ADOPTED MAY 27, 2008**

WHEREAS, there was heretofore filed with the Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Disconnection from the City of Bloomington of certain premises ("Premises") hereinafter described in Exhibit A and in the Disconnection Plat for the Premises; and

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

WHEREAS, the City Council of the City of Bloomington has determined that said Premises are within the confines of the City of Bloomington; and

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and to disconnect the Premises.

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

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit A is within the confines of the City of Bloomington.

SECTION TWO: That the Petition heretofore filed concerning disconnection of the Premises has been executed by the record Owner of the Premises.

SECTION THREE: That the County Clerk's Certificate shows no taxes or assessments due on the Premises.

SECTION FOUR: That the Premises are by this Ordinance disconnected from the City of Bloomington, McLean County, Illinois, and that the boundary of said City is hereby changed to exclude the Premises.

SECTION FIVE: That Ordinance 2008 - 35 adopted May 27, 2008 is rescinded.

SECTION SIX: That this Ordinance shall be in full force and shall be effective as of the time of its passage this 22<sup>nd</sup> day of September, 2008.



APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## EXHIBIT A

### Legal Description

A part of the SE $\frac{1}{4}$  of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian and a part of the SW $\frac{1}{4}$  of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian, all in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of the SE $\frac{1}{4}$  of Section 36, Township 24 North, Range 1 East of the Third Principal Meridian; thence S.00°-04'-43"W. 63.83 feet to the northwest corner of the SW $\frac{1}{4}$  of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian; thence S.89°-23'-29"E. 332.41 feet on the north line of the SW $\frac{1}{4}$  of said Section 31; thence S.00°-25'-04"W. 329.21 feet; thence N.89°-13'-45"W. 72.86; thence northwesterly 456.87 feet on tangential curve concave to the northeast having a radius 645.00 feet, central angle of 40°-35'-04" and a chord of 447.38 feet bearing N.68°-56'-13"W. from the last described course; thence N.48°-38'-41"W. 95.51 feet; thence northwesterly 286.86 feet on a 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 N.63°-27'-05"W. from the last described course to the east line of Lot 1 in Interstate Center Subdivision; thence N.00°-18'-41"W. 54.50 feet on the east line of said Lot 1 to the north line of the SE $\frac{1}{4}$  of said Section 36; thence S.88°-52'-03"E. 486.11 feet to the Point of Beginning, containing 4.41 acres, more or less, with assumed bearings given for description purposes only.

**Alderman Huette questioned the reasons behind this Ordinance. Tom Hamilton, City Manager, addressed the Council. This was clean up for the City. It would put the road back where it should have been. This was based upon the alignment of Enterprise Drive.**

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the Disconnection be approved and the Ordinance be 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: Financial Advisory and Remarketing Services

Approximately five (5) months ago, the City's financial advisor Todd Krzyskowski informed staff that he had left the JPMorgan Securities investment bank, (JPM), to join the public finance group at Mesirow Financial, Inc. as a Managing Director. With JPM's proposed acquisition of Bear Stearns, Mr. Krzyskowski believed JPM would undergo changes to its business model to concentrate on larger debt issuing entities. This has since been confirmed with numerous changes at JPM that de-emphasized middle market public entities, this is where the City falls. In addition, on August 26, 2008 staff met with Fred Ash, Senior Vice President of the JP Morgan Chase Bank and it was confirmed that JPM's focus has shifted to larger debt issuing entities. Conversely, as a positive for the City, Mesirow Financial's market focus includes a priority and emphasis on medium-sized communities.

Staff has been extremely pleased with the services provided by Mr. Krzyskowski, JPM and its predecessor, Bank One, the past ten (10) years. During that time, Mr. Krzyskowski has been the key player in all financial advisory services. His assistance has resulted in the City maintaining solid credit ratings from Moody's, Standard & Poor's, and Fitch as well as significant interest cost savings from the strategic use of variable rate bonds.

In 2004, at Mr. Krzyskowski's recommendation, the City issued variable rate bonds similar to outstanding programs for the Town of Normal, (Town), and the Bloomington-Normal Airport Authority, (BNAA). The use of these bonds has resulted in an interest cost savings to date of approximately \$515,000.

JPM is currently providing the credit facility and remarketing services for these 2004 Bonds. Remarketing services involve resetting the interest rate on the variable rate bonds weekly, to ensure the City pays only the appropriate market level of interest based upon a widely recognized market index. It is this component that staff recommends transferring to Mesirow as it requires weekly monitoring and JPM is de-emphasizing that component of the municipal business.

The transfer to Mesirow involves no new costs, but rather an assumption of the remarketing services currently provided by JPM at a rate of .125% annually of outstanding par amount 2004 Bonds, (currently \$14 million). There are no other fees involved because there is no additional financing. The financial advisory fees of future financing would be determined by the size and scope of the debt issuance.

Mesirow Financial is a diversified financial company with headquarters in Chicago. The firm was founded in 1937 and has approximately 1,200 employees in thirty-one (31) offices throughout the United States, the United Kingdom, and Puerto Rico. Mesirow has six (6) primary service divisions: investment banking, investment services, insurance services, consulting, and real estate. For the fiscal year ending 2008, the firm's revenues were \$490 million and they ended the year with over \$245 million in capital. Additionally, the firm had over \$32 billion of investments under their fiscal management.

Staff met with Mesirow Financial on Wednesday, August 27, 2008. During the meeting Mr. Krzyskowski not only presented the Mesirow Financial team credentials, but reviewed current market conditions and the financial funding structure of the City. He has maintained regular contact with staff and has continued to inform staff of market conditions and financing options. Mesirow Financial and Mr. Krzyskowski serve in a similar role for the Town and the BNAA. To staff's knowledge, there are no local entities that can provide both financial advisor and remarketing services.

Staff respectfully recommends that Council retain Mesirow Financial for future financial advisory and remarketing services. Staff further recommends that the agreement with Mesirow Financial for financial advisory and remarketing services for the 2004 variable rate bonds be approved and the Ordinance passed.

Respectfully,

Barbara J Adkins  
Deputy City Manager

Tom Hamilton  
City Manager

**ORDINANCE NO. 2008 – 66**

**AN ORDINANCE AUTHORIZING THE APPOINTMENT OF A SUCCESSOR  
REMARKETING AGENT FOR THE GENERAL OBLIGATION DEMAND BONDS,  
SERIES 2004, OF THE CITY OF BLOOMINGTON, McLEAN COUNTY,  
ILLINOIS, AND CERTAIN RELATED MATTERS.**

WHEREAS, the City of Bloomington, McLean County, Illinois (the Issuer), issued its General Obligation Demand Bonds, Series 2004 (the Bonds) in the original aggregate principal amount of \$15,600,000 on October 13, 2004, part of which Bonds are currently outstanding; and

WHEREAS, the Bonds were issued pursuant to Ordinances No. 2004-89 and No. 2004-90 (collectively, the Bond Ordinances), each adopted September 27, 2004 with U.S. Bank National Association, as Bond Registrar and Paying Agent (the Bond Registrar, and Paying Agent); and

WHEREAS, in connection with the issuance of the Bonds the Issuer appointed J.P. Morgan Securities Inc. (J.P. Morgan) as the remarketing agent for the bonds pursuant to the terms of a Remarketing Agreement dated as of October 1, 2004 (as extended) by and between the Issuer and J.P. Morgan Securities Inc.; and

WHEREAS, the Issuer desires to remove J.P. Morgan Securities Inc. as remarketing agent for the Bonds and appoint Mesirow Financial, Inc. (Mesirow) as successor remarketing agent for the bonds, in accordance with the provisions of the Indenture; and

WHEREAS, the Issuer has been presented with a form of Remarketing Agreement (the Remarketing Agreement), by and between Mesirow and the Issuer stating the terms and conditions under which Mesirow will act as Remarketing Agent for Bonds.

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

Section 1: Substitution of Remarketing Agent. Mesirow is hereby appointed as successor remarketing agent for the Bonds, such appointment to be effective upon the resignation or removal of J.P. Morgan Securities Inc.

Section 2: Authorization of Documents and Acts. Any authorized officer of the Issuer is hereby authorized, empowered and directed to execute the Remarketing Agreement, in substantially the form new before the City Council, with such changes as the authorized officer or officers signing the Remarketing Agreement shall approve, the execution thereof to constitute conclusive evidence of such approval. Each authorized officer and any other officer of the Issuer is hereby authorized to execute and deliver such documents, certificates, and undertakings of the Issuer and to take such other actions as may be desirable, necessary or required in connection with appointment of Mesirow as remarketing agent for the Bonds, in place of J.P. Morgan, as authorized by this Ordinance.

Section 3: Superceder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this ordinance shall be in full force and effect immediately upon its adoption and approval.

Upon motion by Council Member Alderman Gibson, seconded by Council Member Alderman Schmidt, adopted this 22<sup>nd</sup> day of September, 2008 by roll call vote (all in physical attendance), as follows:

Voting in Favor: Aldermen Hanson, Gibson, Huette, Stearns, Purcell, Schmidt, Fruin, Sage and Finnegan.

Voting Against: None.

APPROVED:

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Gibson, seconded by Alderman Schmidt that Mesirow Financial be retained for advisory and remarketing services for future financial services, the agreement for advisory and financial services for the 2004 variable rate bonds be approved, the Mayor and City Clerk authorized to execute the necessary documents, 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: Analysis of Bids - Two (2) Fairway Mowers

On Friday, September 12, 2008, at 10:00 a.m. bids were publicly opened and read for the purchase of two (2) fairway mowers for the Golf Division of the Parks and Recreation Department. Two (2) Toro fairway mowers will be traded-in on these units. Four (4) firms submitted complete bids and the proper bid documents. The bids were as follows:

FIRM	TRADE ALLOWANCE	NET BID PRICE
Burriss Equipment, Waukegan, IL	\$ 0	\$ 92,262
TPEC, Hazelwood, MO	8,000	63,870
TPEC – Alternate #1	8,000	68,150
Birkey’s Farm Store - Urbana, IL	6,000	67,325
Birkey’s Farm Store Alternate #1	6,000	62,420*
Birkey’s Farm Store Alternate #2	6,000	57,750
Erb Equipment, Belleville, IL	41,341	62,470

\*Recommended bid

The Jacobsen SLF 1880 4WD bid by Birkey’s Farm Store in Alternate #1 meets the specification with the fewest variances at the lowest price. The Golf Division has tried this unit and was satisfied with its performance.

We, therefore, respectfully request that the Council accept the bid of \$62,420 submitted by Birkey’s Farm Store and authorize the Purchasing Agent to issue a Purchase Order for same. A total of \$75,000 was budgeted in the Fixed Asset Replacement Fund, accounts F14150-72140 and F14152-72140 for these units.

Respectfully,

John Kennedy  
Asst. Director Parks and Recreation

Tom Hamilton  
City Manager

**Bruce Kapp, 126 Carlisle, Belleville, speaking for Erb Equipment, requested this item pulled from the Consent Agenda.**

**Dean Kohn, Director, Parks and Recreation, addressed the Council. He presented the Council with spreadsheet entitled HP Fairway Mower Bid Breakdown, September 12, 2008. Both vehicles to be replaced were in need of repair. Staff looked at new tractors and decided which options would have the largest benefit for the Parks and Recreation Department. Staff looked at advantages and disadvantages for their choices. Equipment was selected and then put out to bid.**

**Mr. Kohn explained the staff recommended the Jacobsen mowers due to their wider mowing width, lighter weight, smaller turn radius and superior cut.**

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

**Motion carried.**

**Mr. Kapp addressed the Council and presented them with a hand out. The bid specifications were for a thirty-three (33) horse-power (hp) unit. The recommended bid was twenty-six (26) hp. He did not believe that a twenty-seven percent (27%) reduction in hp was a good deal for the City. Erb Equipment was the lowest responsible bidder and he considered Erb Equipment the successful bidder. He requested the Council reconsider the recommendation as it would impact the City's productivity and man hours.**

**Alderman Fruin questioned Mr. Kohn's spreadsheet. Mayor Stockton noted that the Council did not have a copy of the specifications. He expressed his opinion that the bid should be awarded the bidder with the fewest variations and at the lowest price. He questioned the balance between specifications and price.**

**Mr. Kohn stated there was one (1) variation on the specification sheet. Twenty-six (26) hp was acceptable. Staff's interest was for an eighty inch (80") mowing width. The preferred unit was Jacobsen. Staff strived to find the balance in what was the best purchase. The City had accepted alternates in the past. Mr. Hamilton noted the issues were productivity and versatility.**

**Mr. Kohn cited potential cost savings. Staff calculated savings based on man hours, mowing time, turn radius, etc. All areas were taken into consideration and it was determined the City could save money by purchasing the recommended bid. Mayor Stockton reiterated it was the best balance between price and performance.**

**Alderman Hanson questioned if the City was being fair on their bid specifications. He clarified staff's recommendation was the unit with the least amount of variation from the original specifications. Mr. Kohn noted staff looked at all of the choices. The bottom line was efficiency. Staff questioned if a smaller unit could provide the use the City required. It was the best product for the money. Alderman Hanson reiterated staff needed to analyze each bid and come before the Council with the recommendation of cost versus performance. Mr. Kohn concurred.**

**Alderman Stearns questioned if Erb Equipment would have submitted a different bid after hearing the explanation at this meeting. Mr. Kapp responded possibly. He could not say for sure. Alderman Stearns continued that fairness and legalities needed to be a part of this process. Bidders for the City need to understand all of the possibilities when they prepared bids.**

**Alderman Sage questioned if all bidders were invited to submit alternate bids. He also questioned if it was common practice for companies to submit alternate bids. Mr.**

**Kohn stated the City could accept alternates. The City commonly received alternates on bids.**

**Alderman Fruin acknowledged he did not know fairway mowers. The staff needed to look at the variations of each choice, much like buying a car.**

**Alderman Purcell believed the larger horse power, diesel mower would equate to longevity for the City.**

**Alderman Stearns questioned if Erb Equipment sold a twenty-six (26) horse-power unit. Mr. Kapp responded affirmatively. Alderman Stearns questioned the cost of such a unit. Mr. Kapp needed to research same before providing an answer.**

**Alderman Huette expressed his comfort with the Turbo Unit. It met all of the specifications. He questioned the reasoning behind recommending a smaller unit with regards to the specifications as listed.**

**Mayor Stockton reiterated the real issue was whether the bid specifications stated alternatives were allowed. Mr. Kohn stated he did not believe that fact was in writing. The staff formulated and reviewed the information. Recommendations were what staff believed were in the City's best interest. Mayor Stockton questioned again if the City was being fair and if procedure was followed.**

**Alderman Schmidt acknowledged Alderman Huette's point. The City either needed to accept the bid that offered what was requested, or reject all of the bids and start over. Mayor Stockton and Alderman Finnegan concurred.**

**Alderman Sage understood the logic of alternate bid submittals. All vendors needed to understand that alternate bids were acceptable. Alderman Fruin noted the focus had been on horse power. Each of the bids had advantages and disadvantages.**

**Mayor Stockton questioned Mr. Kohn as to his preference in these bids. Mr. Kohn responded that his preference would be the bid which met 100% of the specifications. Alderman Sage noted that even the more expensive unit was under budget.**

**Alderman Stearns questioned Mr. Kohn if he recommended the smaller mower because it was the best choice or for the cost savings to the City. Mr. Kohn stated it was for the cost savings.**

**Mike Ellsworth, Birkey's Farm Store, 1801 E. University Ave., Urbana, addressed the Council. The recommended mower was unique. There were a number of golf courses in the area which were very pleased with the results of that mower. Alderman Huette questioned if there was a difference in the life of the bid units. Mr. Ellsworth responded negatively.**



**Alderman Gibson noted the smaller mower met the City's needs. Mr. Ellsworth stated many golf courses are finding the smaller units were more efficient.**

**Alderman Fruin questioned if it was customary for bidders to submit alternatives. Mr. Ellsworth responded positively. He believed it was allowed and the bid specifications implied such. Mr. Kapp stated Erb Equipment seldom bid alternates. If a bid did not meet the minimum specifications, it did not comply.**

**Kim Nicholson, Purchasing Agent, addressed the Council. She offered clarification on bid proposals. It had been the practice to accept alternate bids. Some bids specifically stated alternatives would be entertained. She did not believe this bid proposal specifically stated such.**

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

**Motion carried.**

**Alderman Finnegan did not understand the basis for the discussion. These were simply separate bids. He suggested that the Council forget about the alternates.**

**Alderman Sage stated the bid proposal may not have been clearly understood.**

**Alderman Schmidt stated the City needed to be clear. There could be no opportunity for misunderstanding.**

**Motion by Alderman Schmidt, seconded by Alderman Gibson to accept the bid for the Jacobsen Turbo mower which met all of the bid specifications.**

**Ayes: Aldermen Hanson, Gibson, Schmidt and Fruin.**

**Nays: Aldermen Huette, Stearns, Purcell, Sage and Finnegan.**

**Motion failed.**

**Alderman Stearns cited the Council had been told twenty-six (26) horse-power would be acceptable. She suggested the Council recommend this item be rebid. The specifications could be reconfigured in fairness to all the bidders. The City could ensure the best machine for the best price with a rebid.**

**Alderman Fruin questioned if there would be a legal concern for selecting the higher priced mower which met all the specifications.**

**Alderman Purcell was concerned with spending the additional \$5,000.**

**Alderman Schmidt expressed a cautionary note for the City to be clear on all bid proposals. She believed the City was not explicit in their bid requests.**

**Alderman Hanson cited the Council's fiduciary responsibility. He would support the motion on the table. However, he wanted to ensure the Parks and Recreation Department knew the Council appreciated their hard work. They submitted a proposal to Council they believed Council would approve.**

**Alderman Huette cited staff recommendation. The more expensive unit met specifications. If staff believed the smaller unit would do the job, then he supported that. Alderman Schmidt noted the procedural questions rose with this line of thinking. Alderman Huette believed it had been explained through the discussion that alternates were a normal part of City bids.**

**Alderman Stearns reiterated her belief in the need to start over and be fair to all bidders. In addition, there was the possibility of saving taxpayer dollars.**

**Mayor Stockton acknowledged the three (3) options before the Council. The first would be to accept Alderman Schmidt's motion to award the bid to Birkey's Farm Store, Alternate 1. The second option would be to rebid the fairway mowers and the third would be to award the bid to Erb Equipment.**

**Alderman Stearns believed if the City worked on a principal of fairness, the items would be rebid. She thanked Kim Nicholson, Purchasing Agent, for clarifying the process.**

**Alderman Purcell expressed his support for the Parks and Recreation's staff and their recommendation on this item.**

**Motion by Alderman Huette, seconded by Alderman Finnegan that the bid two (2) fairway mowers for be awarded to Birkey's Farm Store in the amount of \$62,420, and the Purchasing Agent authorized to issue a Purchase Order for same.**

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

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

**Nays: Aldermen Stearns, Schmidt, and Sage,.**

**Motion carried.**

**The following was presented:**

**To: Members of the City Council**

**From: Liquor Commission**

**Subject: Application of MCO QSR, Incorporated, d/b/a Legend's Sports Bar and Grill, located at 712 Eldorado Road, for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week**

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of MCO QSR, Incorporated, d/b/a Legend's Sports Bar and Grill, located at 712 Eldorado Road, requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp, and Mark Gibson; Hannah Eisner, Deputy Corporation Counsel; Tracey Covert, City Clerk; and Michael and Candace Owens, owners/operators and Applicant representatives.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicants present the business plan. Michael Owens, owner/operator and Applicant representative, addressed the Commission. He introduced his wife, Candace Owens. Mr. Owens was a life long resident/member of the community. This would be a new venture for them. Mr. Owens would serve as corporate President and Mrs. Owens would serve as Vice President. He presented the Commission with a business plan which included drawings of the proposed space. He informed the Commission that he also owned and operated Freedom Oil Company. This company currently held twenty-two (22) package liquor licenses. A restaurant would be a new experience. Legend's would offer a sit down bar and grill. The Owens were aware of the rules and laws which applied to liquor sales. The noted the responsibility that comes with a liquor license.

He noted that this address was the site of a Freedom Oil station. The gas tanks had been removed. The shell of the building would remain. They had contacted the City's Planning and Code Enforcement, (PACE), office regarding building remodeling and parking. The time line for this project was three to four (3 - 4) months. Legends would be a quality operation which would offer good food. The theme would be a sports bar atmosphere.

Hannah Eisner, Deputy Corporation Counsel, noted that there had been problems at this location in the past. She cited past liquor violations. She noted that there were staffing and training issues at the time of these violations. She also addressed the beer garden which would be located at the rear of the building. She cited the adjacent apartment buildings.

Commissioner Buchanan addressed the layout. He specifically cited the bar area and liquor storage area. He questioned occupancy. There would be four (4) top tables in the restaurant area. Mr. Owens estimated occupancy at thirty-four (34) patrons. In addition, the bar area would offer seating on stools, capacity twenty-seven (27). Inside seating was estimated at sixty-one (61). The beer garden would offer seating for thirty (30) customers.

Commissioner Gibson questioned access to the beer garden. Mr. Owens noted that the area would be fenced. Commissioner Gibson questioned how the area would be policed. He did not see a means of direct access from the building's interior. Mr. Owens noted that he was unfamiliar with the code's restrictions. Wait staff would be present to serve any customers. He hoped to have a pass through window from the kitchen to the beer garden. Commissioner Gibson questioned if there would be a crash bar on the gate. Ms. Eisner noted that the Commission had placed a number of restrictions upon beer gardens. Mr. Owens stated his willingness to work with the City. He planned to open Legends in January 2009. This would allow additional time to address any issues regarding the beer garden.

Commissioner Gibson questioned if the Owens planned to have amplified music, (beer garden). Mr. Owens responded negatively. The beer garden would have a canopy. Television was a part of the plan for the beer garden.

Commissioner Buchanan noted that the Applicants wanted the proposed beer garden to be a part of the premise. Mr. Owens responded affirmatively. Commissioner Buchanan questioned if upon first reaction Legends would appear to be a restaurant or a tavern. Mr. Owens provided a projected revenue breakdown: food - sixty-five percent, (65%), of total sales; alcohol - thirty-five percent, (35%) of total sales. He anticipated that there would be growth in food sales, (food - seventy percent, (70%) of total sales; alcohol - thirty percent (30%) of total sales).

Commissioner Gibson questioned the business hours. Mr. Owens noted that the longest hours would be daily from 11:00 a.m. until 1:00 a.m. Legends would watch the sports schedule. Commissioner Gibson questioned the kitchen's hours. Mr. Owens noted that meal service would stop at 9:00 p.m. Appetizers would be available until close. Commissioner Gibson noted that there was the potential for this establishment to operate as a tavern after the kitchen closed.

Commissioner Buchanan stated that it would not be unusual for the Commission to place conditions upon this type of application. Generally, the condition would apply one (1) hour after the kitchen closed. Mr. Owens noted his awareness of same. He had seen signage which reflected this condition. He expressed his willingness to work with the City. Commissioner Buchanan expressed his opinion that this condition often works in favor of the Applicant.

Commissioner Gibson questioned how close the adjacent apartments were to this premise. Mr. Owens cited that the Arcadia Apartments were an estimated twenty-two feet, (22') away. Commissioner Gibson noted that the beer garden was shown on the property's back twenty feet, (20'). Mr. Owens noted the business would be in compliance with the City code. The distance building to building was determined to be 110', the distance lot line to building was eighty-six feet, (86').

Commissioner Buchanan noted that concerns have been raised regarding noise which has been associated with beer gardens. He noted that the Applicant had stated that there would not be any amplified music. However, thirty (30) people involved in watching a sporting event have been known to make some noise. Commissioner Buchanan put the Applicants on notice that the Commission would have a continuing interest in this establishment. The Commission would reserve the right to address the beer garden in the future if need be. He added that he did not anticipate any problems.

Ms. Eisner noted the lot size. This lot was zoned commercial. She recommended that the beer garden be located in front of the building to avoid a potential future noise issue. Mr. Owens expressed his concern regarding the combination of vehicular traffic and table seating. He noted the safety issue.

Commissioner Gibson expressed his concern regarding access to the beer garden. Mr. Owens restated his intention to have a service window for the wait staff. Table service would be provided. He believed that his business plan had addressed controlling this area. Commissioner

Gibson noted the City's preference that access to the beer garden be gained through the restaurant. Mr. Owens noted that the area would be enclosed. He cited the current location of a three foot, (3') steel door. It was his intention that patrons would enter the beer garden through the building's interior.

Commissioner Buchanan questioned if acoustical material had been given consideration for the perimeter of the beer garden. Mr. Owens acknowledged that he had no knowledge of same. He expressed his willingness to investigate same. The plan called for an eight foot, (8') white plastic or a chain link fence with slats. He stated his willingness to study this request. He added his concern regarding fencing that was repairable and replaceable.

Commissioner Buchanan opened the hearing for public comment.

Dan Rolph, owner/operator and license holder for Six Strings, located at 525 N. Center St., addressed the Commission. He noted that dampening sound can be a challenge. He also recommended security staff be hired after 9:00 p.m. Mr. Owens stated his intention to hire a door man for large events. Staff would be trained and encouraged to use common sense. Customers would be addressed diplomatically. There will be issues which should be handled by the police.

Commissioner Gibson noted his struggle with the beer garden. He questioned if the Owens would be willing to start the business without it. He questioned the door as access. He saw the impact of this restaurant as problematic due to its location and layout. He also expressed his concern about the staff's ability to police the area. Mr. Owens did not see a delay as a hardship. Legends planned opening was in January 2009. The beer garden would need to open by March/April 2009. He acknowledged that it was possible that this area might interfere with the neighbors. He added his belief that this area could be policed by the staff. Commissioner Gibson cited that impact upon the neighborhood was a consideration when creating a license. He questioned if there was a possibility that the Owens would rethink their plan. He stressed that he wanted Legend's to be successful.

Commissioner Buchanan questioned if the beer garden would be excluded from the premise. Commissioner Gibson recommended that it be addressed at a later date as an extension of premise. Commissioner Buchanan requested additional information from the Applicants. Mr. Owens expressed his belief that the nearby residents were potential Legend's customers. The noise issue would have to be addressed. Ms. Eisner noted that if the beer garden was located in front of the building any noise would blend with the street noise. Mr. Owens restated his opinion that the rear of the building was better. He cited the location of the kitchen and rest rooms. If located in the front, then the parking lot would be adjacent.

Commissioner Buchanan encouraged the Applicants to have a detailed plan for the Commission before appearing before them again. He noted that another important ingredient would be a detailed drawing of the interior premise. He restated that at this time the beer garden had been excluded from the premise.

Commissioner Gibson encouraged the Applicants to prepared their detailed plan and return before the Commission as soon as the plan was ready. Mr. Owens noted that the next steps would be to meet with an architect, the McLean County Health Department, and the City's PACE office.

Ms. Eisner encouraged the Applicants to reach out to their neighbors. This would include the property owners and the tenants. Commissioner Buchanan concurred with this valid recommendation.

Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for MCO QSR, Incorporated, d/b/a Legend's Sports Bar and Grill, located at 712 Eldorado Road, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that tavern ("T") rules apply one (1) hour after the kitchen closes, (10:00 p.m.); 2.) the Commission reserves the right to regulate the use of the beer garden to include the time of use, the time for liquor sales, sound/visual baffling/barrier, and occupancy; and 3.) the premise shall exclude the beer garden at this time.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Alderman Hanson had not heard any concerns from individuals. Outdoor beer gardens did have an effect on neighborhoods. He wanted the Council to have a discussion.**

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

**Motion carried.**

**Michael Owens, Applicant, addressed the Council. After meeting with the Liquor Commission and re-evaluating the options, he believed it would be better to place the beer garden in front of the building. This would avoid noise complaints. He could use the rear of the building for additional parking or a dumpster. He planned to return to the Liquor Commission during the winter months to propose the change and provide architectural drawings.**

**Alderman Hanson questioned if there would be an awning or smoking area. Mr. Owens noted the front of the building has a five foot (5') awning. There would be nothing additional.**

**Richard Buchanan, Liquor Commissioner, addressed the Council. The Liquor Commission intentionally excluded the beer garden from the license in the hopes that it would be moved to the front of the building. Their recommendation did not include a beer garden. He encouraged the Council to approve the license without same. He was pleased**

**Mr. Owens intended to come before the Commission again with changes to the beer garden.**

**Alderman Stearns questioned if Mr. Owens notified the neighboring landlords of this application. Tom Hamilton, City Manager, stated the adjacent landlords were notified.**

**Motion by Alderman Purcell, seconded by Alderman Finnegan to return to order.**

**Motion carried.**

**Alderman Hanson encouraged Mr. Owens to work closely with staff in order to gain support and approval.**

**Motion by Alderman Hanson, seconded by Alderman Finnegan that an RAS liquor license for MCO QSR, Incorporated, d/b/a Legend's Sports Bar and Grill located at 712 Eldorado Road, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that tavern ("T") rules apply one (1) hour after the kitchen closes, (10:00 p.m.); 2.) the Commission reserves the right to regulate the use of the beer garden to include the time of use, the time for liquor sales, sound/visual baffling/barrier, and occupancy; and 3.) the premise shall exclude the beer garden at this time.**

**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: Liquor Commission

Subject: Request of KTPS, Inc., d/b/a Six Strings, located at 525 N. Center St., currently holding a TAS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Said license was created with eight (8) conditions. The Council at its December 26, 2007 meeting amended condition number one (1) as follows: 1.) closing time - Monday through Friday 12 midnight; Saturday and Sunday 1:00 a.m. be eliminated with a nine (9) month sunset clause, (this item would appear on the Commission's September 10, 2008 meeting agenda), unless reaffirmed the condition would be reinstated. In addition, the license holder has requested a review of condition number 2.) shuttle service van with a capacity of thirteen, (13), be implemented and available at time of business opening; second van be contracted for based upon need

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the request of KTPS, Inc., d/b/a Six Strings, located at 525 N. Center St., currently holding a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Said license was created with eight (8) conditions. The Council at its December 26, 2007 meeting amended condition number one (1) as follows: 1.) closing time - Monday through Friday 12 midnight; Saturday and Sunday 1:00 a.m. be eliminated with a nine (9) month sunset clause, (this item would appear on the Commission's September 10, 2008 meeting agenda), unless reaffirmed the condition would be reinstated. In addition, the license holder has requested a review of condition number 2.) shuttle service van with a capacity of thirteen, (13), be implemented and available at time of business opening; second van be contracted for based upon need. Present at the hearing were Liquor Commissioners Rich Buchanan, Marabeth Clapp, and Mark Gibson; Hannah Eisner, Deputy Corporation Counsel; Tracey Covert, City Clerk; and Daniel Rolph, owner/operator and License holder representative.

Commissioner Buchanan opened the liquor hearing. He noted that the Commission had received a letter from the License holder. He stated that the rationale for removal of condition number two (2) was the City's recently enacted vehicle for hire ordinance.

Daniel Rolph, owner/operator and License holder representative, addressed the Commission. He also requested permission to provide soft music in the beer garden. He noted that a right level would have to be found. Hannah Eisner, Deputy Corporation Counsel, noted that she was not aware of any noise problems with this establishment. Mr. Rolph noted that Six Strings had addressed noise complaints. Six String's staff controls access at the Center St. door. The Center St. wall was insulated and the bass level is watched.

Commissioner Buchanan noted that members of the Commission have observed Six Strings, interior and exterior, a number of times. The clientele was different. It was more than a college bar.



Mr. Rolph noted that he wanted to address sound with the Commission. The beer garden serves as the smoking area. It is open on three (3) sides. The music would be for background. He cited the music of recent, popular Country Western artists as an example. If there was a band on a particular night, that music would not be used. Commissioner Buchanan cautioned that if there were issues, then the Commission would take action to address same.

Commissioner Gibson expressed his support to remove the two (2) conditions.

Commissioner Buchanan opened the hearing for public comment. No one came forward to address the Commission.

Based on the above, the Liquor Commission recommends to the City Council that conditions 1.) closing time - Monday through Friday 12 midnight; Saturday and Sunday 1:00 a.m.; and 2.) shuttle service van with a capacity of thirteen (13) be implemented and available at the time of business opening; second van be contracted for based upon need; be removed.

Respectfully,

Stephen F. Stockton  
Chairman of Liquor Commission

**Mayor Stockton introduced the item. There were two (2) conditions placed on the original liquor license that have reached their sunset date. The license holder requested removal of the same.**

**Alderman Schmidt noted that noise had been an ongoing issue. There had been a discussion as outlined in the Liquor Commission's minutes. She also cited letters the Council had received regarding the noise. She questioned how the noise level could be kept under control by the Commission.**

**Richard Buchanan, Liquor Commissioner, addressed the Council. The Commission was very familiar with this establishment. Six Strings had been under considerable scrutiny and observation. The Commission was comfortable with this request. He believed the noise issue emanated from the interior of the building. The Commission had encouraged careful attention by management regarding noise.**

**Alderman Schmidt questioned why noise on the beer garden was not under the listed conditions. Tracey Covert, City Clerk, cited the condition which allows the Commission the right to regulate the beer garden. Alderman Schmidt stated her concern over the six (6) calls for service over the past several months. There needed to be a way to satisfactorily handle the interior and exterior noise levels for all involved.**

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

**Motion carried.**

**Robert Hill, 202 West Locust St., (Phoenix Towers), addressed the Council. He had resided there for the past eight (8) years. Noise problems began two (2) weeks after Six Strings opened. Mr. Hill reviewed the history of his complaints. He purchased a decibel reader. He had sent the Council several letters and packets regarding his findings. The establishment was always quiet after the police arrived. It was especially a problem during the warm weather when windows were opened. There was a noise problem with motorcycles as well.**

**Mayor Stockton questioned if Mr. Hill was opposed to the recommendation. Mr. Hill believed the lounge was good for the City. He did not like the noise level and requested that it be reduced.**

**Mayor Stockton noted that he and Commissioner Buchanan had observed the noise level at Six Strings on several occasions. He qualified his statement with the fact that neither of them lived in that area.**

**Daniel Rolph, owner/operator, Six Strings, 5254 Center St, addressed the Council. Six Strings wanted to be a good neighbor and would do whatever was necessary. He cited the first condition which stipulated a 1:00 a.m. closing time. The idea was to assist with congestion in the Downtown at closing time. The earlier closing time provided financial hardship for Six Strings. Many people would leave and go to other establishments. They may not come to Six Strings at all due to the cover charge and the shorter time period compared to the other Downtown bars.**

**The second condition, providing a shuttle service to take customers home, was an added expense. He observed that the City had the infrastructure in the Downtown to move those who wanted to leave.**

**Mr. Rolph noted that the upper level patio had no music at the time. There were no speakers. Windows were never opened at Six Strings. He installed draperies as a noise buffer. The Center Street door was inaccessible when music was playing. He had spoken with Mr. Hill and requested ideas to remedy the situation. Six Strings had partnered with Phoenix Towers to build rapport with its residents.**

**Six Strings would offer bands all summer. They had received calls about noise levels when there was no one in the building. Mr. Rolph believed Six Strings may be blamed for noise simply because it was the closest to Phoenix Towers. Mr. Rolph reiterated his willingness to work to make things better for Downtown residents.**

**Alderman Hanson noted these items were some of his concerns when the liquor license was approved. He questioned the necessity of the music being so loud. He challenged Mr. Rolph to return to the Commission with recommendations to remedy the noise level. He encouraged him to team with other bar owners to reach an agreement on**

the noise level. Alderman Hanson encouraged the bar owners to partner with the Commission and return to the Council with workable solutions.

Alderman Schmidt challenged the Commission to make the bar owners better Downtown neighbors. The burden of policing noise should not fall on the residents. Mayor Stockton concurred and noted the number of complaints the City had received regarding noise from Downtown establishments. Alderman Schmidt stated Downtown bar owners needed to regulate themselves.

Mayor Stockton noted the impact of open doors while music was playing. Sometimes outdoor conversation levels were an issue.

Alderman Hanson reiterated the need for the bar owners to pull together collectively to find a solution to the noise problem. Alderman Purcell noted this was not just a Downtown issue.

Alderman Stearns questioned when the Commission had sanctioned an establishment for noise. Mayor Stockton cited an incident last year where an east side bar had violated a condition. Alderman Stearns questioned options the Commission had regarding noise regulations. Commissioner Buchanan stated there had been numerous meetings and discussions about noise levels with bar owners. The City needed a solution for dealing with the incompatible uses within Downtown. There needed to be a standard of measure for noise level. The Commission was currently working with a sound expert, which seemed the best solution. He encouraged the Mayor/Liquor Commissioner, to take the Council's sentiment and address this issue with the Commission.

Mayor Stockton noted the Commission had met with many establishments. Those establishments had generally attempted to comply. He reiterated, the City needed an acceptable noise level standard. Noise level was relative and could be different for each individual.

Alderman Stearns cited motorcycles were also an issue. The Council should revise the City Code to control noise levels. It was disturbance of the peace.

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

Motion carried.

Alderman Schmidt strongly encouraged the Commission to look at the noise issue.

Alderman Stearns expressed her appreciation of the efforts of Six Strings. Mayor Stockton stated Six Strings needed to work with Mr. Hill. He also acknowledged the Council's wishes that the Commission address the bar noise issue.

Motion by Alderman Schmidt, seconded by Alderman Hanson that conditions 1.) closing time - Monday through Friday 12 midnight; Saturday and Sunday 1:00 a.m.; and

**2.) shuttle service van with a capacity of thirteen (13) be implemented and available at the time of business opening; second van be contracted for based upon need; be removed.**

**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: None.**

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

**ALDERMEN'S DISCUSSION: Alderman Stearns reminded the Council of a neighborhood meeting she would be hosting regarding Constitution Trail. She also believed that noise was a major concern. She expressed an interest in a noise ordinance.**

**Mayor Stockton noted Aldermen Stearns and Purcell had become experts in quality of life issues. What were the factors and how best to propose changes.**

**Alderman Purcell thanked staff and community members involved in the landlord training. It was a great event.**

**Alderman Fruin commented there had been noise complaints in Ward 9. The issue of noise was in all areas of the City. Mayor Stockton stated a permissible noise level ordinance would resolve the issue.**

**Alderman Sage noted the number of outstanding parking tickets. He also complimented the Parks and Recreation Department on the renovated miniature golf course at Miller Park.**

**Alderman Finnegan stated that other communities had addressed the noise issue. The City should as well. One solution would be to set a decibel level.**

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

**Motion carried.**

**Tracey Covert  
City Clerk**