

**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 7:32 p.m., Monday, July 28, 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:

Crystal Howard, Bloomington Normal Convention and Visitors Bureau (CVB), Director, addressed the Council. Tourism had a large economic impact on the area. She expressed her appreciation to the Council as they recognized the value of tourism for the community. She acknowledged the list of partners who helped to promote the area.

Hotel bookings have risen within the community over the last several years, apart from the two (2) main employers. This translated into hotel tax dollars and a return on investment. The Illinois Bureau of Tourism noted that tourism spending was up six percent (6%) for the area over the previous year. The community had set safety and cleanliness standards for hotels, and many of them have met those standards. The hotels which did not meet the standards were helped to establish a plan for how to achieve these standards.

Several large groups had convened on the area. She expressed her appreciation to the City and its Police Department for making those endeavors run smoothly.

Marketing initiatives were growing. Twin City Tours recently opened. Customers visited and learned about forty (40) attractions within the community. A Visitor's Kiosk opened at Eastland Mall. It was designed to give individuals information about the community and was linked to the CVB's web site. The kiosk had posted over five thousand (5,000) hits since May. The area's Sports Commission hosted a recognition banquet for area athletes with over one hundred fifty (150) people in attendance.

Ms. Howard noted the area was ranked fifth (5th) in the nation for golf. The CVB won an award from the State of Illinois Conference on Tourism for their Visitor's Guide.

Mayor Stockton thanked Ms. Howard. People can no longer say “there’s nothing to do here”.

Alderman Schmidt questioned if there had been any discussion of expanding the kiosks to different locations. Ms. Howard stated currently, there were one (1) at Eastland Mall and one at the Central Illinois Regional Airport. The CVB was interested in additional locations. The prospective locations needed to be covered and open to the public, which limited locations. Ms. Howard reiterated success was due to the community working together.

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 August 2, 2008 as St. Jude Day.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton read and presented the St. Jude Day Proclamation to Kevin Callis. Mr. Callis accepted the proclamation and thanked the Mayor and Council for the recognition. He outlined the activities planned for St. Jude Day. St. Jude’s mission was to make a great impact on catastrophic childhood diseases.

Motion by Alderman Gibson, seconded by Alderman Purcell that the proclamations be made a matter of record.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Council Work Session Minutes of June 30, 2008

The Council Work Session Minutes of June 30, 2008 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Purcell that the reading of the minutes of the previous Council Work Session of June 30, 2008 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Purcell 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 second partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$4,164 will have been paid to date for work certified as 17% complete for the Peace Meals. Completion date – May 2009.
2. The second partial payment to Peace Meal in the amount of \$625 on a contract amount of \$7,500 of which \$1,250 will have been paid to date for work certified as 17% complete for the John M. Scott Home Delivered Meals. Completion date – April 2009.
3. The twenty-third 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 \$153,333.18 will have been paid to date for work certified as 38% complete for the McLean County Economic Development. Completion date – August 2011.
4. The first partial payment to the Pantagraph in the amount of \$1,411.40 on a contract amount of \$40,097.92 of which \$1,411.40 will have been paid to date for work certified as 4% complete for the 2008-2009 Seasonal Advertising Services for the Bloomington Center for the Performing Arts. Completion date – April 2009.
5. The twenty-sixth partial payment to APACE Architects & Design in the amount of \$4,198 on a contract amount of \$349,800 of which \$307,985 will have been paid to date for work certified as 88% complete for the Design of Fire Station #5. Completion date – May 2008.

6. The second partial payment to 3 D Design Studio in the amount of \$3,875 on a contract amount of \$39,625 of which \$5,250 will have been paid to date for work certified as 13% complete for the Comprehensive Park & Recreation Plan. Completion date – October 2008.
7. The fourth and final payment to F & W Lawn Care Specialists in the amount of \$5,594.10 on a contract amount of \$25,000 of which \$10,771.10 will have been paid to date for work certified as 100% complete for the 2007-2008 Seeding at Various Locations. Completion date – June 2008.
8. The seventeenth partial payment to McLean County in the amount of \$3,148.52 on a contract amount of \$100,000 of which \$57,698.85 will have been paid to date for work certified as 58% complete for the East Side Corridor. Completion date – September 2008.
9. The fourteenth partial payment to Terracon Consultants, Inc. (Dept. 1277) in the amount of \$224.75 on a per ton and hour contract of which \$30,907.17 will have been paid to date for work certified as ongoing for the 2007-2008 Asphalt & Portland Concrete Plant Inspection & Lab Testing. Completion date – July 2008.
10. The second partial payment to Testing Services Corporation in the amount of \$2,295 on a per ton and hour contract of which \$2,555 will have been paid to date for work certified as ongoing for the 2008-2009 Asphalt & Portland Concrete Plant Inspection & Laboratory Testing. Completion date – July 2009.
11. The fourteenth partial payment to Rowe Construction Co. in the amount of \$123,612.06 on a contract amount of \$817,603.74 of which \$711,071 will have been paid to date for work certified as 87% complete for the 2007 Curb and Gutter Improvements. Completion date – September 2008.
12. The first partial payment to JG Stewart Contractors in the amount of \$28,154.04 on a contract amount of \$200,000 of which \$28,154.04 will have been paid to date for work certified as 14% complete for the 2008-2009 Sidewalk Replacement and Handicap Ramp Program. Completion date – November 2008.
13. The fourth partial payment to Rowe Construction in the amount of \$838,162.49 on a contract amount of \$2,376,000 of which \$1,850,896.72 will have been paid to date for work certified as 78% complete for the 2008-2009 General Resurfacing. Completion date – October 2008.
14. The twelfth partial payment to Farnsworth Group in the amount of \$1,038 on a contract amount of \$130,300 of which \$95,531.33 will have been paid to date for work certified as 73% complete for the Tanner Street – Morris Avenue to Lake Drive. Completion date – August 2008.

15. The twelfth partial payment to Rowe Construction in the amount of \$28,139.74 on a contract amount of \$2,940,450.76 of which \$1,231,829.96 will have been paid to date for work certified as 41.9% complete for the Mitsubishi Motorway – Six Points to Sugar Creek. Completion date – September 2008.
16. The eleventh partial payment to Stark Excavating, Inc. in the amount of \$109,125.75 on a contract amount of \$1,925,274.55 of which \$991,310.97 will have been paid to date for work certified as 51% complete for the Morris Avenue – Miller to Fox Hill Apartments. Completion date – January 2009.
17. The twelfth partial payment to Farnsworth Group in the amount of \$959.25 on a contract amount of \$45,000 of which \$40,597.82 will have been paid to date for work certified as 88% complete for the Wastewater Treatment System at Lake Bloomington. Completion date – October 2008.
18. The tenth partial payment to Consoer Townsend & Associates in the amount of \$3,577.41 on a contract amount of \$74,800 of which \$35,544.88 will have been paid to date for work certified as 48% complete for the In-Line Booster Station at Mitsubishi Motorway. Completion date – December 2008.
19. The fifty-seventh partial payment to Farnsworth Group in the amount of \$2,628.33 on a contract amount of \$1,077,688.73 of which \$1,029,884.81 will have been paid to date for work certified as 96% complete for the Design Transmission Water Main to Lake Bloomington. Completion date – August 2008.
20. The fifth partial payment to Gildner Plumbing, Inc. in the amount of \$40,345.20 on a contract amount of \$265,362 of which \$251,506.80 will have been paid to date for work certified as 95% complete for the Parkview Water Main Project Phase I – Livingston from Beyer to Tokio. Completion date – December 2008.
21. The ninth partial payment to Stark Excavating, Inc. in the amount of \$45,600 on a contract amount of \$2,974,384 of which \$2,846,074 will have been paid to date for work certified as 96% complete for the Brokaw Road Sanitary Trunk Sewer. Completion date – August 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 Purcell 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 June, 2008

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

The Audit of these accounts took place on Monday, July 28, 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 Purcell that the audit of the bills and payrolls for the Township for the month of June, 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: Reports

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

1. Monthly Receipt & Expenditure Report, June 2008.
2. Planning and Code Enforcement Fiscal Year End Report – 2007-2008.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

(REPORTS ON FILE IN CLERK’S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Purcell that the reports 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: Bond - Sidewalk Contractor

The following Sidewalk Contractor’s Bond in the amount of \$1,000 is in order and should be received and placed on file in the Clerk’s Office:

1. Mark Morrison
2813 Phillip Place, Bloomington

Respectfully,

Doug Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Purcell that the bond be received and placed on file with the Clerk's Office.

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: Payment to Foremost Industrial Technologies to Repair a Storm Water Pump for McLean County Farm Bureau Detention Basin

McLean County Farm Bureau Detention Basin is located south of Eastland Drive, north of Maloney Drive, east of Prospect Road and west of Williamsburg Drive. This is a very deep basin and the only one in the City that has a pumped discharge. It was discovered that one (1) of the three (3) large submersible storm water pumps was failing and in need of repair. Staff sent the pump and motor to Foremost Industrial Technologies in Peoria for evaluation.

Foremost has provided an estimate to repair the pump and motor of \$23,124.92. The repair of these large pumps and motors is a specialized service that is not available in Bloomington. Foremost is the closest vendor and has performed this type of work quickly and efficiently on previous occasions. Additionally, staff contacted Electric Pump in Des Moines, Iowa and received a quote of \$48,008 (plus freight) to purchase a new pump.

The repair estimate is less than half the cost of a new pump. Staff respectfully requests that Council approve a payment to Foremost Industrial Technology in an amount not to exceed \$25,000 for the repair of Storm Water Pump for McLean County Farm Bureau Detention Basin with payment to be made from Storm Water Depreciation Funds (X55200-70990).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Purcell that the payment 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: Payment for Emergency Replacement of the Lime Building Roof at the Lake Bloomington Water Treatment Plant

During a severe wind storm earlier this year, the roof at the lime building at the Water Treatment Plant was damaged. The old roof had to be removed and the new roof installed. Due to the emergency need to replace the roof, Gire Roofing and Construction was contacted to perform this work.

The work is now complete, and an invoice has been submitted in the amount of \$36,401.71. Staff has reviewed the invoice and believes it to be in order. Staff respectfully requests that Council approve the payment in the amount of \$36,401.71 to Gire Roofing and Construction. Funds for this payment will be made from Water Department, Distribution Division, Operation and Maintenance Funds, Building Maintenance Account (X50120-70510).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Purcell that the payment 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: Payment for Phases 2 & 3 of the Long Term Combined Sewer Overflow Control Plan

On April 28, 2008, Council approved an Amended Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Long Term Combined Sewer Overflow Control Plan. Article II, item #4 of said agreement stipulates that BNWRD will repay the Illinois Environmental Protection Agency (IEPA) loan for this project, and the City will repay BNWRD for the City's 60% share.

BNWRD has received a repayment schedule for the loan for phases 2 & 3 of this project from the IEPA. The total phase 2 & 3 loan amount is \$15,043,550.81 at an annual interest rate of 2.5% which requires BNWRD to make a semi annual payment of \$489,722.52 for 20 years. Staff has received an invoice from BNWRD for the City's 60% share of the first semi annual payment for phase 2 & 3 in the amount of \$293,833.51.

There are funds budgeted in the Storm Water Management Fund for repaying the IEPA loans for this project. Staff respectfully recommends that Council approve making semi annual payments to the Bloomington Normal Water Reclamation District for repayment of the phase 2 & 3 loan in the amount of \$293,833.51 with payment to be made from the Storm Water Management Fund (X55100-74910).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Renew a One (1) Year Agreement for Cellular Telephone Service with Sprint/Nextel

Staff respectfully requests Council approval to renew a one (1) year agreement with Sprint/Nextel for the City's cellular telephone service. During the May 14, 2007 meeting, Council approved a renegotiated contract with then Nextel. In 2007, staff negotiated a new plan with Nextel that provided substantial cost savings, (estimated at \$50,000) over prior plans. The 2008 contract is essentially identical to last year's contract, while including some additional reduction in pricing. The plan provides:

- Efficient sharing of minutes resulting in substantial savings
- Free nights and weekends, beginning at 7:00 p.m.
- Unlimited local and nationwide Direct Connect
- Free voicemail, caller ID and nationwide long distance
- Free cellular to cellular calls (new for 2008)
- One month free service on 80% of our Nextel phones
- Reduction in equipment costs
- Expanded choice of service options (Blackberry, text messaging, etc.)

In 1999, staff selected Nextel as the preferred provider of cellular service due to the advanced technology and Direct Connect (2-way) technology that Nextel offered. While other cellular telephone brands have gradually added this same technology, Nextel is still the most widely used brand of cellular equipment with contractors in the Bloomington area for this form of communication. The Direct Connect service is still unmatched by any other brand. Staff has been satisfied with the performance of the Sprint/Nextel equipment and service. Sprint/Nextel has also provided a service representative and billing agent to specifically service the City's account.

City operations are dependent on the Direct Connect service for immediate communication with employees, vendors and contractors. This feature has been an essential tool for PACE, Water, Public Service, and Engineering. Replacing all of the equipment with another brand would not be feasible in cost or communication capabilities.

Each year staff evaluates the City's cellular service usage and negotiates new pricing and terms as needed. Staff anticipates an overall cellular service expense of \$120,000; however, the expense is based on actual usage and equipment needs. Staff respectfully recommends that Council waive the formal bidding process and approve the one (1) year proposal from Sprint/Nextel in an amount not to exceed \$120,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 50

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING A ONE (1) YEAR AGREEMENT FOR CELLULAR TELEPHONE
SERVICE WITH SPRINT/NEXTEL IN AN AMOUNT NOT TO EXCEED \$120,000**

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

1. That the bidding process be waived and a one (1) year agreement for Cellular Telephone Service with Sprint/Nextel be approved in an amount not to exceed \$120,000.

ADOPTED this 28th day of July, 2008.

APPROVED this 29th day of July, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Purcell that the formal bidding process be waived, the one (1) year proposal from Sprint/Nextel in an amount not

to exceed \$120,000 be approved, 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: Analysis of Request for Proposals, (RFP's) for Resource Management Associates for Assessment Center for Assistant Chief Promotional Process

As a part of the promotional process for establishing an eligibility list for the position of Assistant Chief, an assessment center is to be provided. Requests For Proposals were requested, and three (3) RFP's were received.

Staff interviewed all three (3) firms, and determined that Resource Management Associates of Tinley Park, IL. offered the best proposal. The fee for this service is \$14,319.59. Staff respectfully recommends that Council award the contract to Resource Management Associates in the amount of \$14,319.59, and that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for this service will be paid for from the Fire & Police Commission line item G15310-70220.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Alderman Huette questioned the selection process for Asst. Fire Chief. He specifically questioned whether the process was the same for Police and Fire, and the role of the Board of Fire and Police Commission (BFPC). Tom Hamilton, City Manager, addressed the Council. The process was different for each department. Within the Police Department, the position was posted, officers make application and interviews are scheduled. Selection was then made. The Fire Department's process was different.

Keith Ranney, Fire Chief, addressed the Council. The Assistant Chief position was outside of the bargaining unit. Per state statute, the City needed to test employees and develop a promotional list. Promotions can only be made off the list. The City was required to update the list every three (3) years.

Alderman Huette questioned the role of the BFPC. Chief Ranney stated their role was to observe and validate the selection process. This ensured the process met state statute and union guidelines.

Motion by Alderman Gibson, seconded by Alderman Purcell that the Request for Proposals be awarded to Resource Management Associates in the amount of \$14,319.59, 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: Analysis of Bids for 2008-2009 Curb & Gutter Improvements

Bidding proposals for 2008-2009 Curb & Gutter Improvements were received until 10:00 a.m. on Wednesday, July 16, 2008, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

| | |
|---|---|
| Rowe Construction Co., Bloomington, IL | \$ 642,463.59 (Low Bid) |
| Stark Excavating, Inc., Bloomington, IL | \$ 773,146.80 (As read) \$ 771,146.80 (As corrected) |
| Engineer's Estimate | \$ 575,759.00 |

This project includes replacement of curb and gutter and resurfacing at the locations listed below. These streets will also be resurfaced as part of this project. Bad sections of sidewalk will be replaced as well. The 500 block of West Grove Street only includes replacement of bad sidewalk.

| | | |
|---------|------------------------------|---------------|
| Budget: | Allin St. (Market to Locust) | \$ 150,000.00 |
|---------|------------------------------|---------------|

| | |
|---------------------------------|---------------|
| Oak St. (Monroe to Mulberry) | \$ 150,000.00 |
| Market St. (Allin to Howard) | \$ 150,000.00 |
| Sidewalk 500 block W. Grove St. | \$ 60,000.00 |
| Total | \$ 510,000.00 |

Sufficient funds are available through Community Development to fully fund the proposed improvements.

Staff respectfully recommends that Council accept the low bid from Rowe Construction Co. in the amount of \$642,463.59 and, further, that the Mayor and City Clerk be authorized to enter into a contract for the said work with payment to be made with Community Development Funds (X22440-72530, \$642,463.59).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Alderman Stearns questioned if the curb and gutters would be completely repaired. Tom Hamilton, City Manager, addressed the Council. He stated the plan was for complete removal and replacement accompanied by new pavement on the streets.

Alderman Stearns received calls from constituents living in historic areas whose sidewalks were falling apart. Mr. Hamilton stated that Community Development Block Grant (CDBG) funds were being used for this work in some areas. The federal government had specific criteria. The federal money needed to be used in the City's most eligible areas. Alderman Stearns questioned if CDBG funds would be used the following year. Mr. Hamilton stated it was dependent upon the amount of the federal dollars received. The City would like to continue, but it was part of the federal budgeting process.

Alderman Stearns questioned if the general revenue funds, outside of the CDBG dollars, would be available for sidewalk repair. Mr. Hamilton responded affirmatively. This year's focus was on street resurfacing.

Alderman Stearns questioned if the City had a list of sidewalks in need of repair and how it was prioritized. Mr. Hamilton responded the majority of the sidewalks within the City fall under the 50/50 program, unless a program such as the CDBG exists.

Alderman Finnegan questioned the length of the list. Doug Grovesteen, Director of Engineering, addressed the Council. Last year, the City did not spend all of the money earmarked for the 50/50 program. There was still money available for this year. The 50/50 program only applied to residential owners.

Motion by Alderman Gibson, seconded by Alderman Purcell that the bid be awarded to Rowe Construction Co. in the amount of \$642,463.59, 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: Development Agreement between Community Unit School District No. 5 and the City for the Preliminary Design of Hershey Road Extension

Community Unit School District No. 5 (Unit 5) desires to construct a new middle school on the south side of Morrissey Avenue (US Route 150), just west of Long Lane Road (1750 E - County Highway 30). Council approved a pre-annexation agreement for the site on December 26, 2007. The location of this middle school places an increased priority on the extension of Hershey Road, south from Hamilton Road to Morrissey Avenue.

In order to properly locate the utilities, such as the water main, in the future extension of Hershey Road, the alignment of the road and preliminary grades need to be determined. Unit 5 has contacted Farnsworth Group regarding the work. Farnsworth Group has submitted a proposal to Unit 5 to perform the engineering work on a time and material basis at a cost not to exceed \$37,100.

Staff has negotiated an agreement with Unit 5 to share the cost of the preliminary construction plans and preliminary intersection design study, in an amount not to exceed \$20,000. Payment for the City's share would be made with Capital Improvement Funds (X40100-72530). Staff respectfully requests that Council approve the Development Agreement with Unit 5 to share the cost of the preliminary construction plans and preliminary intersection design study, in an amount not to exceed \$20,000, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

DEVELOPMENT AGREEMENT

This agreement is made between the City of Bloomington, hereafter referred to as the “City,” and Community Unit School District No. 5, McLean and Woodford Counties, hereafter referred to as “Unit 5.”

Whereas, Unit 5 desires to construct a middle school on Morrissey Avenue (US Route 150), and

Whereas, there is a Pre-Annexation Agreement dated 12/26/07 for the school site which obligates Unit 5 and the City to certain public improvements, and

Whereas, the preparation of a preliminary vertical and horizontal alignment for future Hershey Road between Hamilton Road and Morrissey Avenue would be beneficial to both parties, to coordinate proper utility placement and future development in the region.

Therefore the parties agree as follows:

1. Unit 5 shall be responsible for preparing preliminary construction plans, including a preliminary intersection design study for the intersection of Hershey Road and Morrissey Avenue, for future Hershey Road from Hamilton Road to Morrissey Avenue.
2. The City shall pay 50% of the cost of preparing the preliminary construction plans and preliminary intersection design study, up to but not to exceed a total cost to the City of \$20,000.00.
3. The Unit 5 share of the cost for preparing the preliminary construction plans and preliminary intersection design study shall be either 50% of the total cost, or the total cost minus the City’s maximum share of \$20,000, whichever is greater.

This agreement is made on the dates indicated below:

Date: July 29, 2008

ATTEST:

City of Bloomington

Tracey Covert
City Clerk

Steve Stockton
Mayor

Date: August 8, 2008

ATTEST:

Community Unit District No. 5, McLean
and Woodford Counties

Jim Gillmeister
Chief Financial Officer

Gary C. Niehaus
Superintendent

Alderman Hanson questioned whether this agreement would provide the City with a better opportunity to appear before the Illinois Commerce Commission regarding a railroad crossing. Tom Hamilton, City Manager, addressed the Council. This was a step in the process. Unit 5's plan called for the junior high school to open in 2011 and a high school would follow. Some of the issues which needed to be addressed include the sewer and water for the area. The City was waiting for Illinois Department of Transportation to sign off on the study to proceed. He believed the work was still five (5) years out. This would give the City justification to enhance the railroad crossing in that vicinity.

Motion by Alderman Gibson, seconded by Alderman Purcell that the Development Agreement with Unit 5 be approved in an amount not to exceed \$20,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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: Affordable Housing Partnership with Area Vocational Center (AVC), Habitat for Humanity and City

Habitat for Humanity of McLean County is seeking to continue the partnership with the City and School District 87, vocational construction class, which was created and approved in July, 2007.

Specifically, Habitat proposes the following:

1. Habitat for Humanity will provide a vacant lot for the redevelopment of a single family dwelling.
2. School District 87 through its two (2) vocational construction classes will provide labor for the construction of the single family dwelling.
3. The City will provide \$90,000 maximum as an interest free construction loan to obtain the materials needed to construct the dwelling. The loan will be paid back upon sale of the property to a low/moderate income household.
4. Any profit realized from the sale of the dwelling will be kept by Habitat and used for the continuation of their ongoing affordable housing development program.
5. The City will waive the cost of all building permits, excavation, driveway, trailer, erosion control, curb cut permits and any other associated permits issued by the City.

This partnership is beneficial in that it provides approximately twenty-five (25) high school students with training in the construction trades, redevelops a vacant lot and puts it back onto the tax rolls, and provides affordable housing to a low/moderate income household.

Staff respectfully requests that the Council approve the joint partnership with Habitat for Humanity of McLean County, School District 87 and its Area Vocational Center, and the City and that 1.) the City provide a \$90,000 maximum, interest free construction loan to Habitat for Humanity for the purpose of constructing a single family dwelling in partnership with the Area Vocational Center; 2.) the house, upon completion, will be sold to a low/moderate income eligible household; 3.) the loan will be paid back to the City General Fund from the proceeds of the sale, and 4.) all profit realized from the sale of the house, after reimbursing the City General Fund, will remain with Habitat for Humanity of McLean County for use in the continuation of its development of affordable housing.

Respectfully,

Mark R. Huber
Director of PACE

Tom Hamilton
City Manager

**CONSTRUCTION AGREEMENT
CITY OF BLOOMINGTON/CODE ENFORCEMENT DIVISION
THE BLOOMINGTON BOARD OF EDUCATION AND
HABITAT FOR HUMANITY, MCLEAN COUNTY**

This agreement made this 23rd day of July, 2008, between the city of Bloomington, a municipal corporation, Department of Planning and Code Enforcement, Code Enforcement Division, hereafter called "City" with its principal place of business at 115 East Washington Street, Bloomington, Illinois and the Bloomington Board of Education, School District 87, McLean

county, Illinois (District 87) acting as Administrative District for the Bloomington Area Vocation Center, hereafter called "AVC", hereby enters into this construction agreement with Habitat for Humanity of McLean County as approved by City Council.

WHEREAS, as the City of Bloomington, City Council, has approved the provision of an interest-free construction loan to the Code Enforcement Division, to be used toward the construction of one single-family dwelling, location at to be announced; and

WHEREAS, the City wishes to engage the AVC and Habitat for Humanity to assist the City in utilizing such funds; and

WHEREAS, the net proceeds of the sale of the single family home are to be used by Habitat for Humanity for the construction of additional homes.

NOW, THEREFORE, it is agreed between the parties hereto that:

RESPONSIBILITIES OF THE CITY AND HABITAT FOR HUMANITY:

1. The City will provide City General Funds during fiscal year beginning July 23rd, 2008 and ending April 30, 2009 for all materials and associated construction costs needed to complete the project, in an amount not to exceed \$90,000.00. City General funds may be used for but is not limited to: excavation and grading, foundation installation, all subcontractors, including electrical, HVAC, plumbing and roofing, all needed construction materials, etc.
2. Habitat will provide the vacant lot, owned by Habitat at a location to be determined for the construction of the project.
3. The City will waive all costs for building permits, including electrical, plumbing, heating, excavation and curb cut permits. A Sanitary District fee will be charged.
4. The City will complete all inspections, as required by the issuance of building permits.
5. The City will provide any technical assistance and guidance through the Department of Planning and Code Enforcement with the assistance of Habitat for Humanity of McLean County to facilitate completion of the project.
6. The City will review and approve the plans and specifications for the construction of the project PRIOR to the start of construction and issuance of any building permits.
7. On behalf of the AVC, Habitat will obtain competitive bids and prepare all written construction contracts between each subcontractor, as necessary. Any change orders, including additions and/or deletions to any contract/agreement will be completed in writing, prior to the change commencing, and will be approved and signed by the contractor and the city. All contracts entered into will be part of this agreement.
8. Habitat for Humanity of McLean County agrees to keep the yard mowed and trimmed throughout the construction period.

9. Habitat for Humanity of McLean County will maintain insurance on the dwelling throughout the period of ownership.
10. On behalf of the AVC, Habitat for Humanity will handle all general accounting associated with and during the construction of the single family dwelling. The Habitat for Humanity will make all payouts for materials and/or subcontractors and will obtain lien waivers for each.
11. At conclusion of construction Habitat for Humanity of McLean County may market and sell the property and retain the proceeds of such sale after reimbursing the City for construction cost incurred.

RESPONSIBILITIES OF DISTRICT 87/AVC:

1. District 87 agrees to provide instruction training, to their AVC class(es), in the area of housing construction, for the purpose of constructing a single-family dwelling, located at to be announced.
2. District 87 shall provide a certified teacher for the project class(es) at no cost.
3. District 87 shall furnish all textbooks, reference books, and instructional materials for the Project class(es).
4. Transportation to and from the Project site, for the AVC class(es), shall be made available by District 87 to students enrolled in the Project class(es).
5. District 87 will provide, during the term of this agreement, general liability coverage covering the activities of such Project class(es) and shall hold Habitat for Humanity harmless from any and all claims arising out of or related to an accident or injury to a student of District 87 employee engaged in such class(es).
6. District 87, through its certified teacher, will be responsible for assuring that all required permits are obtained from the Department of Planning and Code Enforcement, Building Safety Division and from the Department of Engineering, PRIOR to the start of work. District 87 will schedule all necessary framing, rough-in and final inspections from Building Safety.
7. District 87 will provide a "construction trailer" at the project site for the duration of the project, for the purpose of storage of materials and/or tools needed in the project. District 87 will be responsible for obtaining any required permit, from the Department of Engineering, prior to the placement of such trailer.
8. No general administration costs associated with the project/activity shall be made to the AVC/District 87.
9. District 87 agrees to construct the house to meet Energy Start standards.
10. District 87 agrees to have the house substantially completed by May 31, 2008. Substantial completion will be determined by the City of Bloomington and Habitat for Humanity.

II. NOTICES

Communications and details concerning this contract shall be directed to the following contract representatives:

CITY

Connie S. Griffin, Division Manager
Code Enforcement Division
P.O. Box 3157
Bloomington, IL 61702-3157
309-434-2348, Fax 309-434-2801

SCHOOL DISTRICT 87

Tom Frazier, Director
Bloomington, AVC,
P.O. Box 5187
Bloomington, IL 61702-5187
309-829-8671, 5190

HABITAT FOR HUMANITY

Bill McConnell, Executive Director
410 N. Prairie
Bloomington, IL 61701
309-827-3931, Fax 309-827-5347

III. AMENDMENTS

City, AVC, or Habitat for Humanity may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Director of the Department of Planning and Code Enforcement, or his designated representative. Such amendments shall not invalidate this Agreement, nor relieve or release the City, AVC or Habitat for Humanity from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment by the City, AVC, or Habitat for Humanity of McLean County.

IN WITNESS WHEREOF, the Parties have executed this construction agreement as of the date first written above.

Stephen F. Stockton, Mayor
City of Bloomington

July 29, 2008

Connie S. Griffin, Division Manager
Department of Planning and Code Enforcement
Code Enforcement Division, City of Bloomington

August 1, 2008

Cheryl Jackson, President, Board of Education
Bloomington Public Schools-District 87

August 13, 2008

Bill McConnell, Executive Director
Habitat for Humanity of McLean County

August 28, 2008

Alderman Sage questioned the partnership and the history of the program. Tom Hamilton, City Manager, addressed the Council. The City had a long relationship with the Area Vocational School. The relationship had evolved to include Habitat for Humanity. It was an opportunity for high school and college aged individuals to learn a skill and experience careers in the labor/trade fields. This endeavor provides affordable housing. Alderman Sage appreciated the efforts on all sides of this agreement.

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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: Acquisition of Property from Gene Goldsborough - 1004 E. Lincoln Street

The City needs to acquire .188 acres of property from Gene Goldsborough at 1004 E. Lincoln to improve and extend Lincoln Street through to Bunn Street. The property is zoned commercial, and is improved with a metal building and a single family residence that is not currently occupied.

Mr. Goldsborough has agreed to sell the property to the City for \$40,000. The property was appraised prior to entering into negotiations with Mr. Goldsborough, and the purchase price falls within a range of value supported by the appraisal. Staff believes it fairly compensates Mr. Goldsborough for the take and that it is in the best interest of the City to purchase the land for that amount.

Staff respectfully requests that Council approve the purchase of land from Mr. Goldsborough in the amount of \$40,000, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between Gene Goldsborough, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agrees as follows:

1. DESCRIPTION: Seller agrees to convey property for right of way and grant a temporary use permit for the following described real estate, for the purpose of constructing public improvements as shown on plans for Lincoln Street on file in the Engineering Department at the City of Bloomington, hereafter referred to as the Project:

Description of property: Lot 32 of the County Clerk's Subdivision of the Northwest Quarter of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian lying North of the North line of Lincoln Street, except commencing at the intersection of the North line of said Lot 32 and the West Right of Way line of the Leroy Road, thence Southwesterly along the line between Lots 30 and 32 in said County Clerk's Subdivision, 449 feet; thence Southeasterly at right angles to the line between said Lots 30 and 32, 50 feet; thence Northeasterly to a point on the West Right of Way line of the Leroy Road 150 feet Southeasterly from the Point of Beginning, thence Northwesterly along the West Right of Way line of the Leroy Road to the Point of Beginning; also except commencing at a point 150 feet Southeast of the intersection of the North line of said Lot 32 and the West Right of Way line of the Leroy Road, thence Southeasterly along the West line of said Highway to the North line of Lincoln Street, thence West 586 feet, thence North 250 feet, thence Northeasterly 389.5 feet to the Point of Beginning, in McLean County, Illinois.

Parcel 1 to Be Dedicated for Permanent Right of Way: A Part of Lot 32 of the County Clerk's Subdivision of the Northwest Quarter of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as: Beginning at the Southwest Corner of said Lot 32. From said Point of Beginning, thence Northeasterly 47.55 feet along the Northwest line of said Lot 32; thence East 113.60 feet along a line 25 feet North of and parallel with the South line of said Northwest Quarter and which forms an angle to the left of 148°-17'-04": with the last described course; thence South 25.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to the South line of said Northwest Quarter;

thence West 153.90 feet along said South line which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning, Containing 3342 Sq. Ft. = 0.077 acre, more or less.

Parcel 2 to Be Dedicated for Permanent Right of Way: A Part of Lot 32 of the County Clerk's Subdivision of the Northwest Quarter of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as: Beginning at a point on the North line of Lincoln Street, said point being 586 feet West of the intersection of the West line of the Right of Way of U.S. Highway 150 (Leroy Road) with said North line and said point also being 25 feet North of the South line of said Northwest Quarter of Section 10. From said Point of Beginning, thence North 8 feet at right angles with said North line; thence West 435.61 feet along a line 33 feet North of and Parallel with the South line of said Northwest Quarter and which forms an angle to the right of 90°-00'-00" with the last described course; thence Northwest 52.81 feet along a line which forms an angle to the right of 198°-46'-41" with the last described course to the Northwest line of said Lot 32; thence Southwest 47.56 feet along said Northwest line which forms an angle to the right of 129°-30'-23" with the last described course to a point lying 47.55 feet Northeasterly of the Southwest Corner of said Lot 32; thence East 526.07 feet along a line 25 feet North of and parallel with said South line and which forms an angle to the right of 31°-42'-56" with the last described course to said Point of Beginning, Containing 4815 Sq. Ft. = 0.111 acre, more or less.

Temporary Use Permit No. 1: Beginning at a point on the West line of said property lying 50 feet left of the Lincoln Street Transit line as shown on the plans for Lincoln Street M.F.T. Section 92-00283-00-RP; thence Northeast along said West line to a point lying 60 feet left of Station on said Transit line; thence East to a point lying 60 feet left of Station 17+00 on said Transit line; thence Southeast to a point lying 33 feet left of Station 17+50 on said Transit line; thence West to a point lying 33 feet left of Station 17+01.69 on said Transit line; thence Northwest to the Point of Beginning.

Temporary Use Permit No. 2: Beginning at a point lying 33 feet left of Station 19+72 on the Lincoln Street Transit line as shown on the plans for Lincoln Street M.F.T. Section 92-00283-00RP; thence North to a point lying 55 feet left of Station 19+72 on said Transit line; thence East to a point lying 55 feet left of Station 19+94 on said Transit line; thence South to a point lying 33 feet left of Station 19+94 on said Transit line; thence West to the Point of Beginning.

Temporary Use Permit No. 3: Beginning at a point lying 33 feet left of Station 20+73 on the Lincoln Street Transit line as shown on the plans for Lincoln Street M.F.T. Section 92-00283-00-RP; thence North to a point lying 50 feet left of Station 20+73 on said Transit line; thence East to a point lying 50 feet left of Station 21+25 on said Transit line; thence South to a point lying 40 feet left of Station 21+25 on said Transit line; thence East to a point on the East line of said property lying 40 feet left of said Transit line; thence South along said East line to a point lying 33 feet left of said Transit line; thence West to the Point of Beginning.

~~with improvements, commonly known as _____ located thereon, to Buyer, who agrees to pay \$40,000.00 for the right of way parcel pay \$ for the right of way parcel therefore in the manner following: \$ (inclusive of earnest money) upon the execution of this Contract: -~~

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

~~_____ B. To be delivered to Seller, receipt of which is hereby acknowledged;~~

~~and the remainder by cashier's check, certified funds or the equivalent on or before the 30th day of April, 2008, and on receipt of deed.~~

2. EVIDENCE OF TITLE: ~~Not less than 14 days prior to closing, Seller will furnish Buyer with~~ *Buyer shall obtain* written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

3. DEED, GRANT OF EASEMENT AND POSSESSION: Seller will cause fee simple title to the right of way parcel to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and execute a Temporary Use Permit in the form attached hereto as Exhibit A and deliver possession to Buyer ~~upon payment being made as herein provided,~~ on or before the 31st day of July, 2008. ~~Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.~~

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

5. TAXES: Seller shall pay all general real estate taxes assessed for 2007 and Buyer shall pay all such taxes assessed for 2008 and subsequent years as to that part of Seller's property being conveyed. This provision shall survive closing and delivery of deeds.

6. ENCUMBRANCES:

A. Mortgages, if any, on the right of way parcel shall be satisfied out of purchase price and when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, which shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. PERSONAL PROPERTY: (Deleted)
8. FINANCING: (Deleted)
9. WOOD DESTROYING INSECT PROVISION: (Deleted)
10. EQUIPMENT & INSPECTIONS: (Deleted)
11. LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS: (Deleted)
12. SELLER'S WARRANTIES: Seller hereby provides the following warranties:
 - A. That no work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
13. ADDITIONAL PROVISIONS:
 - A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
 - B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural include the singular;
 - C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
 - D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, *et seq.*), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, *et seq.*).
 - E. Time is of the essence of this Contract;
 - F Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
 - G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.

- H. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).
- I. *This contract is contingent upon approval by the Bloomington City Council. Buyer will seek such approval by placing the contract on the agenda for the first regularly scheduled Council meeting following the date Seller executes the contract.*
- J. *Buyer shall install 6" Portland concrete driveway approaches at the location of the existing entrances or such other locations as Seller selects.*
- K. *Buyer shall waive payment of garbage fees for Seller's property so long as Buyer does not place garbage, including refuse, brush, leaves, bulk waster or recycling materials out for collection.*
- L. *Buyer shall hold Seller harmless from payment of the City of Bloomington storm water fee for a period of twenty (20) years from the date Seller conveys the property that is subject to the Contract to Buyer.*
- M. *Buyer agrees to remove brush and grade and level dirt piles in the small triangular shaped section as shown on the attached exhibit. Seller agrees to give Buyer access to the property as necessary to perform such work.*
- N. *Verbal agreements by Engineering Department for additional cleanups and widen driveway approaches as Seller needs. (hand written notation on contract)*

14. ESCROWEE: (Deleted)

15. NOTICES, ETC.: Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

16. PREPARATION AND APPROVAL: This Contract was prepared by Hannah Eisner, Buyer's attorney, and approved by _____, _____ attorney.

17. SETTLEMENT: Closing shall be held at the office at Buyer's lending institution, or such place as the parties may agree.

18. SELLER'S DISCLOSURE: The parties acknowledge that this Contract is *not* subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et. seq.)

19. ATTORNEY'S FEES AND EXPENSES: Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees,

costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

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

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

22. FORM OF AGREEMENT: This Contract ~~does not conform~~ ~~conforms in all respects~~ with the form Contract for Sale of Real Estate adopted by the McLean County Bar January 1, 2008 ~~with the exception of language contained in the following paragraphs:-~~

23. MORTGAGE INFORMATION AUTHORIZATION: Seller authorizes the City of Bloomington, and the employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

Date Signed by Seller:

Gene Goldsborough

City of Bloomington,
a Municipal Corporation

Stephen F. Stockton, Mayor

July 29, 2008

Attest:

Tracey Covert, City Clerk

July 29, 2008

(AERIAL PHOTOGRAPH ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Purcell that the Contract for the Sale of Real Estate between the City and Gene Goldsborough be approved in the amount of \$40,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 Approve a Resolution Accepting the Dedication of Right of Way for Hamilton Road

A request to accept a dedication of right of way (ROW) on Hamilton Road has been received. The ROW is along the north side of Wittenberg Woods on Hamilton Road between Greenwood Avenue and Morris Avenue. An executed deed for the ROW and the plat has been recorded as document number 2005-10321 by the grantor, Wittenberg II, LLC. Through an oversight, the plat was never presented to Council to be formally accepted and dedicated as ROW.

Staff respectfully recommends that Council adopt a Resolution accepting the right of way dedication for Hamilton Road and that the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

RESOLUTION NO. 2008 – 51

A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC RIGHT OF WAY FOR HAMILTON ROAD

WHEREAS, the City of Bloomington has prepared construction plans for Hamilton Road from Greenwood Avenue to Timberlake Drive; and

WHEREAS, the proposed right of way as described in exhibit A and shown on the Right of Way Plat labeled exhibit B, attached hereto and made a part of this resolution is in conformance with said construction plan; and

WHEREAS, the grantor Wittenberg II, LLC have executed a Warranty Deed for the right of way; and

WHEREAS, the City Council of said City has the power to adopt the Resolution and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said right of way for Hamilton Road; and

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

1. That said public right of way for Hamilton Road is hereby dedicated.
2. That the Warranty Deed and Right of Way Plat are accepted and the City Clerk is directed to record same.

ADOPTED this 28th day of July, 2008.

APPROVED this 29th day of July, 2008.

APPROVED

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description Tract 1 Permanent Road ROW for Hamilton Road

A part of Outlot 2 in McBurney Addition in the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, City of

Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the northwest corner of: Outlot 2 in McBurney Addition to Bloomington, according to the Plat thereof recorded as Document No. 87-23490 in the Mclean County Recorder of Deeds Office; thence S.01°-30'-58"E. 86.04 feet on the west line of said Outlot 2 to the Point of Beginning; thence S.89°-50'-46"E. 263.34 feet on the south line of the North 86 feet of said Outlot 2 in McBurney Addition to Bloomington; thence southwesterly 122.07 feet on a non-tangential curve concave to the southeast having a radius of 1534.83 feet, central angle of 04°-33'-25" and a chord of 122.04 feet bearing S.87°-52'-00"W. from the last described course; thence S.80°-16'-27"W. 142.66 feet to the west line of said Outlot 2; thence N.01°-30'- 58"W. 29.36 feet to the Point of Beginning, containing 2,615.32 square feet / 0.06 acres, more or less, with assumed bearings given for description purposes only.

Legal Description Tract II
Permanent Easement for Retaining Wall Construction & Maintenance & Temporary
Construction Easement for Hamilton Road

A part of Outlot 2 in McBurney Addition in the N½ of the S½ of the NW¼ of the SE¼ of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a tract of land lying 15 feet south of and adjoining the following described line to wit: Commencing at the northwest corner of Outlot 2 in McBurney Addition to Bloomington, according to the Plat there of recorded as Document No. 87-23490 in the Mclean County Recorder of Deeds Office; thence S.01°-30'-58"E. 115.40 feet on the west line of said Outlot 2 to the Point of Beginning; thence N.80°-16'-27"E. 142.66 feet; thence northeasterly 122.07 feet on a tangential curve concave to the southeast having a radius of 1534.83 feet, central angle of 04°- 33'-25" and a chord of 122.04 feet bearing N.87°-52'-00"E. to the south line of the North 86 feet of said Outlot 2 in McBurney Addition; thence S.89°-50'-46"E. 214.61 feet on the south line of the North 86 feet of said Outlot 2 to the Point of Termination at the northwest corner of Lot 29 in Wittenberg Woods at Prairie Vista. Said tract contains 7,185.25 square feet / 0.16 acres, more or less.

Motion by Alderman Gibson, seconded by Alderman Purcell that the 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: Members of the City Council

From: Liquor Commission

Subject: Application of Jai Mataji Enterprises, Inc., d/b/a Marathon Oil, located at 1220 Towanda Ave., for a GPBS liquor license, which will allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week

The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to hear the application of Jai Mataji Enterprises, Inc., d/b/a Marathon Oil, located at 1220 Towanda Ave., requesting a GPBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Tracey Covert, City Clerk; and Samdip and Sandip Patel, owners/operators and Applicant representatives, and Jon McLaughlin, Applicant's attorney.

Commissioner Stockton opened the liquor hearing. He informed the Commission that there had been a liquor license at this location in the recent past. He requested that the Applicants present the business plan. Jon McLaughlin, Applicant's attorney, addressed the Commission. This property had been mismanaged. There were a number of outstanding issues facing this property. The property had been abandoned. Samdip and Sandip Patel, owners/operators and Applicant representatives, were cleaning up the property. The Patels were his clients. They were purchasing the property outright. The closing was scheduled to occur in the next few weeks. The sale was contingent upon a liquor license being granted. Marathon Oil will supply the gasoline and oil products. Illini Bank would address the outstanding debt thereby avoiding foreclosure.

Commissioner Stockton questioned the Patels' experience. Mr. Patel informed the Commission that he had held a similar position in New Jersey. He had been employed at a liquor store, a convenient store, and a Subway restaurant. He expressed his belief that there would not be any violations. Patron's identification would be scanned. The Patels had relocated to Bloomington.

Commissioner Stockton questioned if any major changes were planned. Mr. McLaughlin expressed the Patels' hope for the addition of a food franchise. The existing drive through window would be used for fast food sales only.

Commissioner Petersen questioned the location of this window. Commissioner Buchanan stated that it was located at the south end of the building. Mr. Patel affirmed same. Commissioner Petersen questioned what the Applicants would do if a customer requested to purchase liquor through this window. Mr. Patel responded negatively. Customers would be required to come into the store in order to purchase liquor. There would be point of sale requirements for alcohol and tobacco sales.

Commissioner Buchanan questioned if the Applicants planned to operate the establishment. Mr. Patel responded affirmatively with the help of his father.

Commissioner Clap noted the Applicant's financial statement. Mr. Patel acknowledged that it had been signed by his parents. Mr. McLaughlin noted that an LLC was more flexible. It allowed for members/managers. The parents were also members of the LLC.

Commissioner Petersen questioned the percentage of merchandise which would be dedicated to alcohol. Mr. Patel estimated liquor sales at ten percent, (10%). Grocery items would also be offered.

Commissioner Buchanan questioned the Applicants familiarity with the City's Alcoholic Beverage code. He noted the limitation placed upon retail sales space for liquor items, (maximum of fifteen percent). This space included the coolers. He admonished the Applicants and their attorney to review said code, (Chapter 6. Section 1. Definitions, Retail Grocery Convenience Store). Commissioner Stockton acknowledged that the City's code was unique. It addressed the combination of liquor and gasoline sales. Various other product lines must be offered.

Commissioner Buchanan questioned if there would be times when only one (1) staff/employee would be present. Mr. Patel stated his intention that there would always be two (2) staff members present. Mr. McLaughlin and Commissioner Stockton noted that the Patels could not leave customers alone in the store.

Commissioner Petersen questioned if the Applicants or their attorney had any questions and/or concerns for the Commission.

Based on the above, the Liquor Commission recommends to the City Council that a GPBS liquor license for Jai Mataji Enterprises, Inc. d/b/a Marathon Oil located at 1220 Towanda Ave., 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 Purcell that a GPBS liquor license for Jai Mataji Enterprises, Inc. d/b/a Marathon Oil located at 1220 Towanda Ave., 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, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Petition from Thomas & Meredith Lovelass for Approval of an Easement Vacation Plat for Lot 9, First Addition to Route 9 Commercial Park Subdivision

A Petition has been received from Thomas & Meredith Lovelass for approval of an Easement Vacation Plat for Lot 9, First Addition to Route 9 Commercial Park Subdivision. The request is to vacate the south three feet (3”) of the existing twenty-five foot (25”) utility easement on the north property line of Lot 9. All relevant private utility companies have reviewed the Plat and granted their approval of the easement vacation. Staff has also reviewed the Plat and found no conflicts with existing or proposed public utilities and drainage ways.

Staff respectfully recommends that Council approve the Petition and pass an Ordinance approving the Easement Vacation Plat for Lot 9, First Addition to Route 9 Commercial Park Subdivision.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

ORDINANCE NO. 2008 - 50

**AN ORDINANCE PROVIDING FOR THE VACATION OF
THE SOUTH THREE (3) FEET OF TWENTY-FIVE (25) FOOT UTILITY EASEMENT
ON THE NORTH SIDE OF LOT 9 IN FIRST ADDITION TO ROUTE 9 COMMERCIAL
PARK SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of the south 3 feet of 25 foot utility easement on the north side of Lot 9 in First Addition to Route 9 Commercial Park Subdivision; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said utility easement as requested in this case.

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

1. That the south 3 feet of 25 foot utility easement on the north side of Lot 9 in First Addition to Route 9 Commercial Park Subdivision is hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated utility easement for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 28th day of July, 2008.

APPROVED this 29th day of July, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

EXHIBIT A

The south 3 feet of even width in the north 25 feet of even width of said Lot 9, except therefrom, the west 10 feet thereof.

Motion by Alderman Gibson, seconded by Alderman Purcell that the Vacation 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: Downtown Bloomington Redevelopment Plan Partnership with the Downtown Bloomington Association

The City has had a long history of partnership with the Downtown Bloomington Association (DBA.) Staff proposes to further this partnership by combining resources to have a Downtown Bloomington Redevelopment Plan created.

Council members were previously provided the entire Farr Associates proposal for the Downtown Bloomington Redevelopment Plan (DBRP). As Doug Farr indicated in a work session presentation to Council, Farr Associates has brought together a strong team of nationally recognized consultants to work on the DBRP. In consideration of the Main Street Corridor Plan, the Gridley Allin Prickets (GAP) Form Based Zoning, and the Uptown Normal plan, Farr Associates and members of the consultant team know the City and the City’s metro area well.

The Council, as well as engaged City stakeholders, know Farr’s emphasis on public input and are familiar with the charrette model to be used. This familiarity; both with Farr Associates, and with the models used, are strong factors in favor of supporting the DBA’s recommendation to use Farr Associates.

The proposed DBRP deliverables include an “illustrative master plan, a transportation component, a parking plan and a retail plan”. In addition, the deliverables will include specifics on timelines, cost estimates, potential funding sources, form-based codes and an implementation

strategy. This implementation strategy matrix will “clearly define roles, responsibilities, and time frame for project follow-through”.

Staff respectfully recommends entering into partnership with the DBA and concurs with its recommendation to hire Farr Associates to provide a DBRP for a total fee of \$198,400, plus reimbursable expenses. The DBA is committing \$75,000 toward this partnership. Staff respectfully recommends that Council approve providing the DBA \$125,000, plus Farr Associates reimbursable expenses, from Downtown Tax Increment Financing Funds in order for the DBA to execute a contract with Farr Associates for the completion of this plan.

Respectfully,

Brian Brakebill
Deputy City Manager

Tom Hamilton
City Manager

Mayor Stockton introduced the item. The plan would cost approximately \$200,000. The City would be responsible for \$125,000, and the Downtown Business Association (DBA) would be responsible for the remaining costs.

Tom Hamilton, City Manager, addressed the Council. This partnership was a culmination of a process that began many years in the past. This was part of the DBA’s work plan. The Council had heard from Doug Farr, the prospective consultant, at the June 30, 2008 Work Session. This was a site specific redevelopment. The items were specific such as parking, retail and transportation. This was a different approach with an anticipated different outcome.

Much of the Camiros report, which was completed in the mid-1990’s, had been implemented. Things such as housing, aesthetics, streetscapes, DBA programs, and the evolution of the Downtown management were all part of the initial report. It also included strategies to bring people downtown, using special events, and recruiting new commercial developments. He reiterated the report did not sit on a shelf, but was used to the fullest extent possible.

Alderman Finnegan acknowledged Mr. Hamilton’s statements and stated he had presented the plan well.

Mayor Stockton noted that some of the ideas have not been put into place. These were conceptual documents which outlined form based zoning. Mr. Hamilton agreed and stated some of the form based code was yet to be determined. The City needed to maintain the existing Form Based Code as well as ensure that new construction was architecturally compatible. This process would take input from the public. It would be an expensive and time consuming process.

Mayor Stockton cited the Main Street Corridor study which excluded the Downtown. There have been several separate studies including the Gridley, Allen, Prickett

(GAP) district, and the west side revitalization study. Mr. Hamilton stated the two (2) studies, (Main Street/Downtown), should be coordinated and compatible. The land use codes must evolve together. Downtown was a key resource. The new study would include more than a form based code.

Alderman Stearns reminded the Council that the DBA was funded through the City. The lion's share of this cost would be from Tax Increment Financing, (TIF), funds. She cited Mr. Hamilton's comment about the Camiros study not being a book on a shelf. She did not believe the study had been implemented. She noted Mr. Farr's comments during the Work Session. She had also called Camiros and spoke extensively with them about this study. Camiros stated they would have responded to a Request for Proposal (RFP) if they had been given the opportunity. She did not believe the Farr Group was the only option. There was plenty of talent within the state. She questioned if thought had been given to other consultants.

Alderman Stearns believed the areas surrounding Downtown were declining. These areas should be the customer base for Downtown. She went on to cite several deficiencies in the implementation of the Camiros study.

Mayor Stockton responded that the Council must distinguish between strategies and sub-strategies within the Camiros plan. Some of the pictures in the Camiros report were fanciful. The Council needed to be practical and detailed. This type of report was not just broad concepts. Mr. Hamilton agreed and stated those types of reports were tools for implementation. Things change over time and he had not seen one plan that had been implemented 100%. Action needed to be taken with the proper intent to achieve a practical goal. Strategies within the Camiros study, which were within the City's control, were implemented.

Alderman Schmidt expressed her belief that putting money into the façade program was one of the most significant things which had been done. This investment saved historic infrastructure and preserved the Downtown's architectural integrity. It was a huge platform from which to build upon and fundamentally was a sound decision. Mr. Hamilton agreed and noted the process included the Historic Preservation Commission (HPC). The HPC kept the integrity of buildings through a solid review process. Alderman Schmidt concurred and stated it allowed the City a position on the National Register of Historic Places because of the care given to the older buildings.

Alderman Huetten acknowledged the great strides within the Downtown over the last several years. He believed private investment was missing. The City had done a good job and now had to prioritize expenditures and evaluate where it was going. He was certain it would be a wonderful study, but questioned how the City would fund the recommendations. Until the City determined a funding source for the recommendations, he believed the priorities were in the wrong place.

Alderman Schmidt disagreed. She believed there had been substantial private sector funding. Public dollars spent on planning encouraged investment. It was a way for private dollars to build on the Downtown's assets.

Alderman Huette acknowledged the Downtown partners and appreciated their efforts. He would like to see further input from local developers and find out which issues they would like to be a part of. He believed it was of great importance to find partners for the City's investments.

Mayor Stockton agreed. Some smaller developers were already interested and have completed projects or shown interest in starting projects. The City hoped to attract additional larger developers. It was difficult to know where to start: the study first and excite people, or set the budget first and be limited in the scope. Alderman Huette stated he would like to see a blending of the two (2) approaches. They should compliment each other.

Mayor Stockton noted a number of completed TIF projects which involved substantial private dollars. There had also been a number of Downtown projects that the City paid for such as new street lighting, etc. Mr. Hamilton added that the Equalized Assessed Value (EAV) for the Downtown area had almost doubled in the past twenty (20) years. The City's investment ratio was four (\$4) dollars of private funding to every one (\$1) dollar of public money.

Alderman Purcell was concerned with TIF dollars being used. He questioned private developers willingness to invest. If this study produced a \$20 million development plan, how would the City fund the plan. Mr. Hamilton responded that the City cannot speculate on the dollar amount the study would produce. The recommendations could be for public sector improvements which the private sector would not pay for. Alderman Schmidt noted there are several other funding sources available.

Alderman Stearns cited the Town of Normal. Normal took RFP's and contracted with Farr Group. They were at the beginning of their TIF. The City was at the end of its TIF. The discussion needed to address the return on investment through the TIF program. Mr. Hamilton agreed the City's TIF would be expiring. It was impractical to address funding issues at this time. It was the Council's decision, but as of now, the results were speculation. The City needed to go through the process to determine the funding amount.

A comparison between the Town's study and City's study was not valid as the City's infrastructure and buildings were already in place. The City does not need to build new as Normal did. These would be two (2) very different studies.

Alderman Stearns requested a realistic dollar amount for funding the implementation of the study. She believed it would be well over \$5 million. The City needed to have a concept of the cost and consider funding. There was currently no funding in place. Mayor Stockton stated this study would address specifics that would be of value

to private investors. Various mechanisms could be used to fund implementation, once the City knew what was involved.

Alderman Hanson understood Alderman Huette's concerns regarding funding and implementation of the study. A commitment of private dollars would move the Downtown forward. The study would build a road map for the Downtown. The Council was voting on the road map, not the implementation of the study. After the study was completed, capital funding could be done in phases. It was a policy decision and the implementation figure was unknown.

Alderman Sage noted the secondary issue was how to pay for the implementation. The study was coupled to the cost of implementation. He questioned how the City would be able to fund it. Alderman Hanson reminded the Council they have voted on capital projects several times in the past.

Alderman Sage reiterated the cost was unknown. He inquired about the money needed to deliver the implementation. The City needed some conception of how to fund implementation after the study was completed.

Mayor Stockton cited the Market Street Parking Garage as one (1) area the City would likely need to update. Parking would be next on the list. Until the study was completed, it was impossible to know. Normal's Up Town change has been revolutionary. The process within the City had been evolutionary. Normal tore down buildings, the City was updating buildings.

Alderman Sage read from the Farr Group's report for the Town of Normal. The Council needed to have a line of sight on how to establish funding for implementation. Alderman Hanson reminded the Council the report would not show a complete rehab of the Downtown. When the time came to fund projects, the Council would make the decision. He strongly encouraged future Councils to implement the suggestions in phases.

Mayor Stockton cited the Farr Group's proposal for the City. It highlighted night time activities and the types of stores which would contribute to that environment. He believed the only known cost for the study was the Market Street Parking Garage. There was a possibility of the south end of Downtown being mentioned, but that area may not be ready yet.

Alderman Stearns questioned the dollar amount left in TIF. There was confusion on how to best maximize these dollars. Specific Downtown needs included parking, security, residential vs. retail, etc. The City needed to choose one issue and tackle it before moving on to the next issue. Mayor Stockton stated the City had received a grant from State Farm to install security cameras in the Downtown. These would be installed in problem areas. Staff knew what they were looking for and found an answer. Hopefully, the Farr study would direct the City on to other large concerns. He also noted State Farm supported the study.

Alderman Stearns restated that the City needed a funding source. She had several concerns with City finances.

Alderman Fruin stated several common threads throughout the discussion. He reiterated many comments and stated balance was imperative. Every neighborhood was important. He agreed the Council was voting on a road map. He shared the concern for flow of money, but the City needed to find a way to balance funding. This issue was for direction on a vision for the City.

He cited other areas the Camiros study had been implemented and concurred with Mr. Hamilton that no project was implemented at 100%. He believed the road map needed to be updated. The Council needed to come up with a long term future strategy.

Alderman Huette stated that a lengthy budget process would be a step backwards for the community. The Council has agreed to take a back to the basics approach. He questioned where this study fits into the back to basics theme. Alderman Fruin responded that while finding balance, areas cannot be allowed to decay. There would always be competing priorities.

Alderman Hanson noted the Farr Group was also concerned about decaying Downtown infrastructure. It was important for the City to have policy in place to determine where major dollars were spent. Mayor Stockton concurred and stated the City would have some influence on the different areas. Balance was difficult. There was never enough money. The Council needed to remember TIF funds could only be spent in the Downtown. He would like a road map to achieve a wise investment for the City.

Alderman Sage had no concerns regarding the information or ideas the Farr study would provide. He was concerned about the amount of money available once the study was completed. He reiterated the need for a line of sight.

Alderman Finnegan stated there was a belief in the community that if this study were completed, suddenly there would millions of dollars in costs. There was concern regarding massive expenses. Future Councils would need to phase in what should be done.

Alderman Stearns noted infrastructure was critically important. If the TIF dollars were not spent on infrastructure, the improvements would need to come out of the General Fund. She was concerned about spending when the current plan could be updated. She wanted to be assured this was the best possible use of the TIF dollars. Mayor Stockton questioned her if she was disputing the cost of the new study or if the issue was that the City did not issue Requests for Proposals (RFP) for the study. She believed it should have been put out for bid.

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

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

Nays: Alderman Finnegan.

Motion carried.

Alderman Purcell noted the discussions with District 87 regarding extension and use of TIF. Also, the private sector's dollars and experiences would be important to the Downtown. Mayor Stockton concurred. District 87 had been involved with the conversations regarding the TIF. There were a number of variations on the table.

Alderman Hanson stated District 87 would be an integral part of this study. All the Council was being asked to do at this time was approve a professional layout for the Downtown, and to integrate the Downtown into Main Street as well as Up Town Normal.

Greg Koos, DBA's President, 305, Woodland Ave., addressed the Council. He thanked the Council for their thoughtful discussion. Comprehensive planning delivers. Comprehensive planning had allowed the EAV to double over the last decade. It looked to the future for economic development and a level playing field. He urged the Council to vote yes. Work together and work to grow the Downtown which in turn would develop and grow the City's tax base.

Alderman Sage questioned if a level playing field should have included RFP's. Mr. Koos responded that it was the DBA's decision to move forward with the Farr Group. The Group was chosen based on the efficiency of hiring someone who had a knowledge base of the community. The DBA brought the Farr Group to the Council because of the Group's knowledge of the community. The DBA was a private organization, and it could make such recommendations without an RFP. The Farr Group's knowledge base would not be easily replicated with another firm.

Dennis Arnold, Gridley, Allen, Prickett Association, President, 504 N. Lee St. addressed the Council. He urged the Council to invest in a blueprint for the future. The study will be intricately linked to neighborhoods' success. The Council should lead, not follow the developers as had happened so many times in the past. This study would help to address older sections of the City. He would applaud the Council if this passed.

Marty Vanags, Economic Development Council, 3201 CIRA Dr., addressed the Council. The City needed to make things happen. This study was worthwhile because the market place had changed over the last ten (10) years. Investors wanted a return on investment, a concise plan for the future. The City was a leading community and the envy of the state. This Council must take the City into the future. The money will come out of TIF funds, not the General Fund. It was important for the Council listen to the Downtown's taxpayers.

Alderman Purcell questioned incentives for developers. Mr. Vanags stated incentives cannot be talked about until the City knows what it was going to do.

Ron Schultz, 1208 E. Oakland, addressed the Council. This study may eventually be needed. Right now, the City had other priorities such as the upcoming budget. He believed this study should be put off for another year and see where the City's budget stands. Gather feedback from the community. He noted the TIF burden was on taxpayers in the TIF district, but eventually, it fell on the other taxpayers as well.

Buddy Hall, 2404 Six Points Road, addressed the Council. This study would put the cart in front of the horse. There had been no major changes to the Downtown's character. The City would need to fund this at some point. The City's dollars had been dedicated to either the operating budget or the US Cellular Coliseum and Bloomington Center for the Performing Arts. Delay this for a while. Talk with developers. The economy was down and costs were up. He recommended the Council slow down and evaluate the situation.

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

Motion carried.

Alderman Purcell requested a delay of thirty (30) days to meet with developers to discuss TIF.

Motion by Alderman Schmidt, seconded by Alderman Hanson that the Partnership with the DBA be approved, \$125,000, plus reimbursable expenses be committed, 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 Schmidt, Finnegan, Gibson, Hanson, Fruin and Mayor Stockton.

Nays: Alderman Stearns, Sage, Huette and Purcell.

Motion carried.

The following was presented

To: Honorable Members of the City Council
From: Honorable Mayor Stockton
Subject: Selection of Search Firm for a New City Manager

On Wednesday, July 23, 2008, Council interviewed the PAR Group and Mercer Group as possible firms to head the search for a new City Manager. Following the interview process, a

consensus was reached to select the PAR Group to lead this search process. The estimated cost for this professional service is \$21,550.

It is recommended that the Council pass a motion approving the selection of the PAR Group to lead the City Manager search process in the amount of \$21,550 and the Mayor and City Clerk be authorized to execute the necessary documents. Funding for this service will come from line item G11110-70990, (City Administration – Other Purchase Services).

Respectfully,

Stephen F. Stockton
Mayor

**Contract between City of Bloomington, Illinois and
The Par Group, L.L.C.**

The Par Group, LLC agrees to perform the following services for the City of Bloomington, Illinois:

1. Interview the Mayor and Members of the City Council, Department Heads, and key Staff, all toward achieving clarity and consensus concerning the specific nature of duties, responsibilities and expectations of the City Manager position. Interview data will be used to prepare a Recruitment Profile for approval by the City Council.

During on-site interview activities Par Group, LLC will devote significant effort to become knowledgeable and familiar with the municipal organization, community institutions and leadership, gain a sense of the City as a place to live and work, understand intergovernmental activities/relationships, take note of cultural and socioeconomic diversity; and other efforts, all to clearly understand and be able to straightforwardly present prospective Candidates (and their families) with information having an important bearing on their decision to consider the Bloomington position.

If desired, Par Group, LLC will conduct focus group sessions, comprised of community leadership and citizenry, in a expanded effort to determine input and feedback from such person for inclusion in the draft Profile prepared for City Council review, amendment, and ultimate approval; this service/assistance would be provided for an additional fee.

2. Conduct an intensive independent professional search and recruitment effort, utilizing an extensive local, regional and national contact network, seeking out qualified Candidates who may not otherwise have an interest in the City's recruitment.

3. Place announcements in appropriate professional publications and on the internet to provide maximum exposure of the positions; career opportunity and to ensure an open recruitment process.

4. Process all applications received from recruitment and announcement efforts, including timely acknowledgments of receipt of application and status of recruitment information to all Applicants, on behalf of the City.
5. Screen all applications received, matching all Applicants' credentials with the specific criteria qualifications state in the Recruitment Profile.
6. Interview prospective Final Candidates and make background inquiries and reference checks with current employer and, where appropriate, most recent prior employer, and verify claimed educational achievement.
7. Present a written report to the City Council on applications received for the position, including resumes and background information on those individuals considered to be most qualified and best suited for the position, recommending approximately 8 – 10 such persons for personal interview consideration.
8. Facilitate the selection of Candidates to be invited for personal interview and appointment consideration; Par Group LLC recommends that now fewer than five Candidates be interviewed.
9. Arrange for additional background inquiries of Candidates selected for interview, to include criminal court, credit, an motor vehicle records checks and print media searches, as desired.
10. Provide, if desired, personality "type" profiles of the Finalist candidates utilizing the recognized Myers-Briggs Type Indicator® (METI®) Test and analysis. The MBTI results provide a means to assist Council Members in making distinctions and understanding differences of management and personal style among Candidates. The MBTI has been employed by a wide variety of users in business, government, and training services for 40 years as a recognized tool to assist organizations to appreciate the differences of individuals and their approaches to work and interaction. MBTI results are also used in organizations to help understand and adapt to different management styles and approaches to work methods, assist in making the most of human resources, and facilitate more effective communications with peers, employees and supervisors.
11. Prepare interview questions and procedure for use by the City Council, developing a process which will ensure that the same questions are asked of each Candidate and that each interview is thoroughly and consistently evaluated.
12. Coordinate arrangements for Candidates' travel to Bloomington for interview, be present during interview sessions to facilitate effective discussion and deliberation toward the City's selection of a Final Candidate, and also assist in employment negotiation between the Final Candidate and City Officials, as desired.
13. Notify all Applicants of the final appointment action by the City Council, including professional background information on the successful Candidate.

14. The following consultants will be assigned to perform the search: Heidi J. Voorhees and Mike Hays.

The promises set forth above will be performed in a timely manner, with a recommendation of Candidates to the City Council within 60 days following approval of the Recruitment Profile. Personal interviews of Candidates could be conducted approximately 10 days following the City Council's selection of Candidates for interview. Overall, the recruitment process, from the beginning to the date of appointment of a Candidate, should take no more than 90 days.

The City of Bloomington, IL, agrees to pay the following fees and costs:

- Professional Fee \$15,500

- Reimbursable Expenses
 - Consultant travel, postage/shipping, telephone/fax, Office support services, photocopy \$ 3,500

 - Recruitment profile printing base price (black + one color) \$ 900

 - Additional spot colors (clients with multi-color logos) base + \$ 300

 - Full 4-color printing (optional) base + \$ 800

- Education verification and court/credit/motor Vehicle records searches (per Finalist Candidate) \$ 125

- Print media searches (Lexis-Nexis) (per Finalist Candidate) \$ 40

Optional services:

- Conduct of focus groups (see step 1 above) (per day, per consultant involved) \$ 800

- Myers-Briggs testing (see step 10 above) (per Candidate) \$ 200

Professional announcements are generally billed to the City directly by publishers and are not included in reimbursable expenses. Candidate travel expenses for interviews are not included in the above fee agreement and will be paid by the City. The professional fee is payable in three equal payments, billed during the course of the recruitment, with the first payment for professional services due upon execution of this contract, the second statement

billed following recommendation of Candidates, and the final one-third billing upon completion of the recruitment assignment. Reimbursable expenses may be billed on a monthly basis.

Should the appointed City Manager, at the request of the City Officials or the Manager's own determination, leave the employ of the City within the first 12 months of appointment, Par Group LLC will, if desired, conduct another search for the cost of expenses and announcements only. In addition, Par Group LLC will not actively recruit the placed employee for a period of five years.

Executed this 5th day of August, 2008

City of Bloomington

The Par Group, LLC

Stephen F. Stockton
Mayor

Heidi Voorhees
President

Attest:

Tracey Covert
City Clerk

Mayor Stockton introduced this item by stating he had spoken with a number of Mayors who had worked with both firms: PAR Group and Mercer Group. He noted Mercer was more a national firm, whereas PAR had a better hold in Illinois, especially the Chicago suburbs and down state. He believed either firm would do a good job.

Alderman Schmidt stated she would vote in favor of PAR Group. She believed either company was a viable option. They had good ideas and she hoped some of those ideas would be pursued.

Alderman Sage noted both firms were capable and highly qualified.

Mayor Stockton stated that the majority of City Manager recruiting was handled between the two (2) companies. He believed the City was at a point to attract national talent for the position. He concurred that others consider the City the envy of the state.

Alderman Purcell appreciated the idea of a national search. He supported the consensus and believed both firms were qualified for the job.

Alderman Finnegan believed the PAR Group had more of a Midwest background which could work in the City's favor.

Motion by Alderman Finnegan, seconded by Alderman Schmidt that the PAR Group be selected to lead the search process in the amount of \$21,550 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.

Mayor Stockton noted that Todd Greenburg, Corporation Counsel, had started contract negotiations. He reminded the Council they needed to be prepared to provide input. Typically, selection was a ninety (90) day process. The parameters needed to be set regarding qualities, qualifications, goals, and compensation. He hoped the new City Manager would be in place by December 1, 2008.

MAYOR'S DISCUSSION: None.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Finnegan appreciated the Council update dated July 14, 2008. The Parks and Recreation survey results were high and he was pleased with the results.

Alderman Sage noted he would not be attending the Council meeting on August 11, 2008. He appreciated the initiative of the Fleet Department regarding electric vehicles. He had driven one and acknowledged the benefits and opportunities.

Alderman Fruin cited previous comments regarding a performance evaluation for Tom Hamilton, City Manager. He suggested an Executive Session be held before or after the August 1, 2008 meeting. Mayor Stockton requested the Council provide their schedules so a date could be agreed upon.

Alderman Fruin noted the Council Chambers and its audio limitations. He suggested the Council consider moving their meetings to the Government Center on a trial basis for the months of September and October, 2008. The Council could then evaluate its use and have televised meetings. Mayor Stockton responded that the physical facilities and televised media both had costs associated. With the budget constraints, it did not seem feasible. Tom Hamilton, City Manager, stated the last estimate the City had received for upgrading the media of the room was \$100,000. Mayor Stockton suggested the idea be put off until the following month, after the budget planning session. He was willing to try the other building.

Alderman Finnegan suggested the Council email their comments and suggestions to the Mayor. Alderman Fruin noted the media set up of the Council Chambers had been debated several times over the last several years.

Alderman Fruin wanted to visit the issue of the Mayor's salary at the next Council meeting. The issue had not been addressed since 2000. The Council had a responsibility to address this issue. He believed the Mayor's salary was woefully low.

Alderman Purcell questioned if Alderman Fruin had researched any other cities' mayoral salaries. Alderman Fruin stated the Council would need to talk about the issues' and come to an agreement before discussing numbers. Mayor Stockton stated his opposition to a salary raise for himself in light of the budget issues.

Alderman Fruin reminded the Council of a meeting regarding the East Side Corridor at Normal Community High School on Tuesday, July 29, 2008.

Alderman Purcell questioned when Seminary Street would be repaved. Doug Grovesteen, Director of Engineering, addressed the Council. He did not know the answer. He referred the Council to the City's web site which would list this information.

Alderman Stearns cited the letters the Council should have received from the Police and Fire unions regarding the Employee Satisfaction Survey. Mayor Stockton noted the surveys were a good tool, but needed to be properly formulated to obtain the best results. Alderman Stearns agreed. She planned to send a letter to the unions in agreement.

Alderman Huette echoed Alderman Fruin's comments about the Mayor's salary. This was a full time position and the issue needed to be addressed.

Motion by Alderman Schmidt, seconded by Alderman Finnegan, that the meeting be adjourned. Time: 10:02 p.m.

Motion carried.

**Tracey Covert
City Clerk**