

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:30 p.m., Monday, May 12, 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, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

Alderman Absent: Jim Finnegan.

City Manager Tom Hamilton, City Clerk Tracey Covert, and Deputy Corporate Counsel Hannah Eisner were also present.

Staff Absent: Todd Greenburg, Corporate Counsel.

The following was presented:

Mayor Stockton requested Fire Chief Keith Ranney address the Council regarding the retirement of David Adelsberger, Deputy Chief of Operations. Chief Ranney addressed the Council. He noted Mr. Adelsberger's thirty (30) years of service. Loyal, trustworthy and visionary were some of the adjectives appropriate to describe him. He was a graduate of the Fire Service Academy at the Executive Level. Chief Ranney explained that was equivalent to possessing a doctorate in a different field.

Mayor Stockton read and presented a retirement plaque from the City and a certificate from the State Fire Marshall. Mr. Adelsberger addressed the Council. He thanked the Mayor and the Council for the opportunity to serve. It was amazing what had been accomplished during his tenure. He appreciated the confidence placed on him. He noted the dedicated, professional staff throughout the City.

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 May 12, 2008 as Delta Day.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton introduced Takesha Stokes, Bloomington-Normal Alumnae Chapter of Delta Sigma Theta Sorority, Inc., President. Ms. Stokes addressed the Council. She thanked the Council and Mayor for honoring the Deltas with the proclamation. The National Delta Organization was started in 1913. The Bloomington-Normal chapter had reached its twenty-five (25) year anniversary. Mayor Stockton read and presented the Delta Days Proclamation to Ms. Stokes.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Proceedings of December 27, 2005 and October 22, 2007

The Council Proceedings of December 27, 2005 and October 22, 2007 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of December 27, 2005 and October 22, 2007 be dispensed with and the minutes approved as printed.

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 Schmidt that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 twenty-first 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 \$139,999.86 will have been paid to date for work certified as 35% complete for the McLean County Economic Development. Completion date – August 2011.
2. The twenty-third partial payment to Farnsworth Group in the amount of \$1,968.25 on a contract amount of \$203,300 of which \$201,200.26 will have been paid to date for work certified as 99% complete for the Constitution Trail – Grove to Hamilton. Completion date – November 2007.
3. The seventh partial payment to Felmley Dickerson in the amount of \$20,672.66 on a contract amount of \$1,097,327.14 of which \$1,033,877.72 will have been paid to date for work certified as 94% complete for the Miller Park Playground Renovation. Completion date – May 2007.
4. The eighth partial payment to Felmley Dickerson in the amount of \$5,792.15 on a contract amount of \$1,097,327.14 of which \$1,039,669.87 will have been paid to date for work certified as 95% complete for the Miller Park Playground Renovation. Completion date – May 2007.
5. The fourth and final payment to Illinois Department of Transportation in the amount of \$323,877.99 on a contract amount of \$715,516.86 of which \$715,312.01 will have been paid to date for work certified as 100% complete for the Fell Avenue Bridge. Completion date - November 2006.
6. The tenth partial payment to Terracon Consultants, Inc. in the amount of \$534.63 on a per ton and hour contract of which \$28,339.29 will have been paid to date for work certified as ongoing for the 2007-2008 Asphalt & Portland Concrete Plant Inspection and Lab Testing. Completion date – July 2008.
7. The seventh partial payment to Rowe Construction Co. in the amount of \$138,739.72 on a contract amount of \$2,940,450.76 of which \$626,524.12 will have been paid to date for work certified as 21.3% complete for the Mitsubishi Motorway – Six Points to Sugar Creek. Completion date – September 2009.
8. The sixth partial payment to Stark Excavating, Inc. in the amount of \$91,216.55 on a contract amount of \$1,925,274.55 of which \$475,335.55 will have been paid to date for work certified as 25% complete for the Morris Avenue – Miller to Fox Hill Apartments. Completion date – January 2009.

9. The tenth partial payment to Stark Excavating, Inc. in the amount of \$25,805 on a contract amount of \$1,183,030.68 of which \$1,146,157 will have been paid to date for work certified as 97% complete for the Towanda Avenue – Rowe to Orleans. Completion date – May 2008.
10. The fifth and final payment to Leak Detection Services in the amount of \$13,189.20 on a contract amount of \$35,640 of which \$35,640 will have been paid to date for work certified as 100% complete for the Leak Detection. Completion date – December 2007.
11. The tenth partial payment to Farnsworth Group in the amount of \$2,940.05 on a contract amount of \$50,000 of which \$20,857.39 will have been paid to date for work certified as 42% complete for the Ultraviolet Light & Hydrogen Peroxide Feasibility Study. Completion date – October 2008.
12. The fifth partial payment to Stark Excavating, Inc. in the amount of \$6,609.50 on a contract amount of \$50,000 of which \$41,469.26 will have been paid to date for work certified as 83% complete for the Sump Pump Drainage System 2006-2007. Completion date – June 2008.
13. The second partial payment to Gildner Plumbing, Inc. in the amount of \$38,561 on a contract amount of \$265,362 of which \$132,299 will have been paid to date for work certified as 50% complete for the Water Main Replacement Project Phase 1 – Livingston from Beyer to Tokio. Completion date – December 2008.

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

Respectfully,

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Request for Payment for Repairs to a High Service Pump

High service pump motor number 2 at the Water Treatment Plant failed in March due to a motor winding failure. This motor was immediately removed and sent to a motor repair shop for emergency repairs. The associated pump will be removed for preventative maintenance in the fall when water demands are lower. Staff sought a quotation from the vendor that has repaired the City's high service motors in the past. That quotation was as follows:

Foremost Industrial Technologies \$14,198

Staff respectfully requests that Council to authorize payment of \$14,198 to Foremost Industrial Technologies for the repair of the high service pump 2 at the Water Treatment Plant, with payment to be made from Water Department, Purification Division, Operation and Maintenance Funds, Machinery Equipment and Maintenance Account (5010-50130-70540).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Alderman Purcell questioned the number of motors at the Water Treatment Plant. Craig Cummings, Director of Water, addressed the Council. There were four (4) high surface motors at the Water Treatment Plan. One (1) of the motors was a variable frequency drive. This was the one which failed and was critical to the plant. The plant had experienced some failures, but the plan in place was to provide preventative maintenance. Alderman Purcell questioned if the preventative plan was based on amerage used, or hours in service. Mr. Cummings stated it was a combination of the two (2). The pump in question simply failed.

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 the McLean County Abraham Lincoln Bicentennial Commission

On August 14, 2006, Council approved the McLean County Joint Resolution forming a McLean County Abraham Lincoln Bicentennial Commission. This Commission is charged with planning a county wide celebration commemorating Abraham Lincoln's 200th birthday in February of 2009.

As part of the formation of the Commission, the City, Town of Normal and McLean County all agreed to provide financial assistance to the Commission. Attached is the Commission's budget as well as their financial request from the government entities in the amount of \$34,667 each.

On April 8, 2008 the McLean County Board approved the Commission's request of \$34,667. The Town of Normal's Council will be discussing the request at their May 19, 2008 meeting, and it is anticipated that the request will be approved at that time.

Staff respectfully recommends that the Commission's request for funds be approved in the amount of \$34,667 and that the Mayor and City Clerk be authorized to execute the necessary documents. Funds for the McLean County Abraham Lincoln Commission in the amount of \$34,667 were budgeted in the 2008-2009 fiscal year and are available in line item: 11110-79110.

Respectfully,

Barbara J. Adkins
Deputy City Manager

Tom Hamilton
City Manager

**INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF THE
ABRAHAM LINCOLN BICENTENNIAL COMMISSION
OF MCLEAN COUNTY**

This Intergovernmental Agreement is entered into by and between the City of Bloomington, Town of Normal, County of McLean, Abraham Lincoln Bicentennial Commission of McLean County, Illinois and the David Davis Mansion Foundation.

WHEREAS, the City of Bloomington, Town of Normal and County of McLean (hereafter Governmental Units) by Resolution adopted in 2006 formed the Abraham Lincoln Bicentennial Commission of McLean County; and

WHEREAS, the Governmental Units desire to provide public funding for certain planned activities of the Abraham Lincoln Bicentennial Commission of McLean County; and

WHEREAS, the Governmental Units have authority to associate with each other and with other entities, public or private, pursuant to Article VII Section 10 of the Illinois Constitution 1970; and

WHEREAS, public funding of certain planned activities of the Abraham Lincoln Bicentennial Commission of McLean County is in the best interests of the citizens of the respective parties and not prohibited by law.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Upon approval of the governmental bodies for the Governmental Units each of the three governmental units shall no later than May 31, 2008, contribute \$34,667.00 each to the David Davis Mansion Foundation to be used by the David Davis Mansion Foundation as provided herein and for no other purpose.

2. The David Davis Mansion Foundation shall administer the funds described above solely for the benefit of the Abraham Lincoln Bicentennial Commission of McLean County.

3. The Abraham Lincoln Bicentennial Commission of McLean County may expend the funds only for those purposes and in those amounts set forth as local government projected revenue in Exhibit 1 attached hereto.

4. The Abraham Lincoln Bicentennial Commission of McLean County shall submit progress reports to the Governmental Units as requested by any of the Governmental Units, but no less frequently than on or before January 1, 2009 and upon completion of the activities described in Exhibit A as "Item and/or Activity."

5. The David Davis Mansion Foundation shall act as fiscal agent of the Abraham Lincoln Bicentennial Commission of McLean County and administer disbursement of the fund for the stated purposes.

6. The David Davis Mansion Foundation shall keep a strict account of receipts and expenditures made pursuant to this Agreement and maintain said records for a minimum of 3 years.

7. The Governmental Units, either individually or collectively, shall have the right to audit the David Davis Mansion Foundation records in order to determine compliance with this Agreement. The David Davis Mansion Foundation shall make its records readily available for such audit purposes upon reasonable request.

8. In the event the funds are misapplied or otherwise misappropriated for uses not authorized herein, then the David Davis Mansion Foundation shall reimburse the Governmental Units the amount of each misapplied or misappropriated funds.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date adjacent to the signature line.

City of Bloomington

Town of Normal

Stephen F. Stockton

Christopher Koos

May 13, 2008

May 20, 2008

Attest:

Attest:

Tracey Covert
City Clerk

Wendellyn J. Briggs
By: Ann Frels
Deputy Clerk

County of McLean

Abraham Lincoln Bicentennial
Commission of McLean County,
Illinois

Matt Sorenson

Robert J. Lenz

April 15, 2008

April 15, 2008

Attest:

Attest:

Peggy Ann Milton

John Krueger

David Davis Mansion Foundation

Laura R Alferux

April 29, 2008

Attest:

Paul Essington

(EXHIBIT A LETTER FROM JOHN KRUGER, VICE-CHAIRMAN AND BUDGET WORKSHEET ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Schmidt that the payment 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, 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 Seeding at Various Locations

Bidding proposals for the 2008-2009 Seeding at Various Locations were received until 10:00 a.m. on Wednesday, April 30, 2008, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Kelley Lawn Care & Landscaping, Inc.	\$ 27,767.50 As Read
	\$ 27,752.50 As Corrected (Low Bid)
F&W Lawn Care & Landscaping, Inc.	\$ 28,956.00
Engineer's Estimate	\$ 29,380.00
Budget	\$ 25,000.00

This project consists of providing landscaping services such as topsoil placement, seeding, sod, and fertilizing to areas disturbed by construction activities at various locations around the City.

The low bid is under the estimate, but eleven percent, (11%) over budget. As all items are in order, staff respectfully recommends that Council accept the unit prices bid by Kelley Lawn Care & Landscaping, Inc., in an amount not to exceed \$25,000 for the 2008-2009 Seeding at Various Locations, and further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made with Storm Water Maintenance Funds (X55100-70550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Schmidt that the bid be awarded to Kelley Lawn Care & Landscaping, Inc., in an amount not to exceed \$25,000, 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, 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 Sidewalk Reconstruction

Bidding proposals for 2008-2009 Sidewalk Reconstruction were received until 10:00 a.m. on Wednesday, April 30, 2008, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

J.G. Stewart, Inc.	\$ 247,027.10	Low Bid
WAS Con Co.	\$ 284,985.00	
Entler Exc. Co. Inc., Decatur	\$ 271,198.00	
Stark Excavating, Inc.	\$ 367,355.00	
Rowe Construction Co.	\$ 445,170.98	
Engineer's Estimate	\$ 233,780.00	

Budget:	Residential Sidewalk Program	\$ 50,000	CIF
	Residential Sidewalk Program	\$ 50,000	PRI PROP
	Sidewalk Wheelchair Ramps	\$ 60,000	CIF
	Downtown Sidewalk Program	\$ 20,000	TIF
	Downtown Sidewalk Program	\$ 20,000	PRI PROP

Total \$200,000

This project includes three (3) budgeted projects, 1.) the 50/50 Residential Sidewalk Replacement Program; 2.) the Downtown Sidewalk Replacement Program; and 3.) the Americans With Disabilities Sidewalk Wheelchair Ramp Program.

The low bid is six percent (6%) over the estimate and twenty-four percent (24%) over budget. As all items are in order, staff respectfully recommends that Council accept the unit prices bid by J.G. Stewart, Inc., in an amount not to exceed \$200,000, for the 2008-2009 Sidewalk Reconstruction Program and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be with Sidewalk Funds (X40100-72530, X40100-72560, & X40300-72570).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Alderman Sage appreciated the in depth information regarding these bids.

Alderman Stearns questioned the process for the City to repair sidewalks within established neighborhoods. She noted the City's practice of paying for half of the repairs, with the homeowner responsible for the remaining half. Tom Hamilton, City Manager, responded affirmatively.

Alderman Stearns also questioned the cost of the proposed repairs to the City. Doug Grovesteen, Director of Engineering, addressed the Council. Staff did not have the entire bid tabulated. He would provide the Council with unit costs.

Alderman Stearns inquired about the number of applications the City had received regarding this program. Mr. Grovesteen noted the City had received some applications. Last year, some of the money set aside for this program was not used. Alderman Stearns inquired if the City ever paid the full cost for these repairs. Mr. Grovesteen stated that if homeowners were not able to pay the total costs, they could apply for a Community Development Block Grant (CDBG) funds. The homeowners would need to meet the income requirements in order to be eligible. Mr. Hamilton noted sidewalks along Grove Street were being replaced using CDBG funds.

Mr. Hamilton noted repairs were based on homeowner requests. Alderman Stearns had not realized the fifty/fifty (50/50) cost split applied to the Downtown property owners as well.

Alderman Stearns stated the paving projects were encouraging. She believed the City was obligated to take care of what it had, such as the sidewalks. There were many homeowners and business owners who did not have the resources to cover fifty (50%) percent of the cost of the new sidewalk. There were many sidewalks in desperate need of repair. She believed this would be good stewardship.

Alderman Hanson agreed with Alderman Stearns regarding sidewalks. He believed there had been prior discussions on how to enhance the sidewalk program within the City. It would take money.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the bid be awarded to J.G. Stewart, Inc., in an amount not to exceed \$200,000, 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, 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 Professional Proposals for 2008-2009 Asphalt and Concrete Testing

Professional proposals for the 2008-2009 Asphalt and Concrete Testing were received until 10:00 A.M. on Friday, May 2, 2008, in the office of the City Clerk. Three (3) proposals were received:

Company	Asphalt Plant Observation >300 tons/day (\$ per ton)	Asphalt Plant Observation <300 tons/day (\$ per hr)	Asphalt Extraction Analysis (each)	P.C. Concrete Plant Observation (\$ per hr)	P.C. Concrete Cylinder Testing (each)
Terracon *	\$0.50	\$45.00	No Price	\$45.00	\$12.50
Testing Service Corp.	\$0.38	\$42.50	\$120.00	\$42.50	\$12.50
SKS Engineers, Inc.	No Price	\$44.50	\$132.00	\$44.50	\$16.50

* did not sign Vendors General Save and Hold Harmless clause.

Annually, we select a Professional Engineering firm to provide the City with geotechnical and materials testing services. The firm selected is paid based upon the amount of work performed.

The proposals were evaluated in terms of the best qualified firm offering the best value, including the relative merits of the firm's qualifications as they might affect City operations. After careful review of the submitted proposals, staff respectfully recommends awarding the contract for the said geotechnical and testing services to Testing Service Corporation. Testing Service Corporation has provided the City's annual geotechnical services in previous years.

Staff recommends that Council accept the proposal of Testing Service Corporation for 2008-2009 Asphalt and Concrete Plant Inspection and Laboratory Testing, Subsurface Soil Investigation, and Geotechnical Services and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made from Capital Improvement Funds (X40100-70990).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Schmidt that the proposal submitted by Testing Service Corporation be accepted on a time and material basis, 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, 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 Sealed Bids for the Installation of Eight (8) Water Services on West Miller Street

Eight (8) new water services (from the curb stop to the meter) will be installed along Miller Street between Low Street and Oak Street. These will be installed at the following addresses: 502, 503, 505, 603, 604, 606, 608, and 610 W. Miller St.

Staff prepared bid specifications to install all eight (8) water services. Sealed bids were due at the Office of the City Clerk on April 25, 2008 at 11:00 A.M. On that date they were publicly opened and read. The results of the sealed bids are as follows:

Vendor	Total Bid Price
A Drain Doctor	\$25,600.00
Mayol Plumbing and Heating	\$20,100.00
Mayol Construction	\$17,215.00
Tom Laskowski Plumbing	No Bid

The low bidder, Mayol Construction meets the minimum requirements set forth in the bid specifications. Funds for this project will be drawn from the Water Department Repair/Maintenance/Infrastructure Fund (Account # 5010-50120-70550). Staff respectfully recommends accepting the low bid from Mayol Construction in the amount of \$17,215 for the installation of eight (8) water services on West Miller Street.

Respectfully,

Craig Cummings
Director of Water

Mark Huber
Director of P.A.C.E

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Schmidt that the bid be awarded to Mayol Construction in the amount of \$17,215 for the installation of eight (8) water services on West Miller Street and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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: Correction to Professional Services Contract

On April 14, 2008, Council approved contracts with William Morris Agency, LLC; Theatreworks USA; Gurtman and Murtha Associates, Inc.; Robin Klinger Entertainment, LLC; Skyline Music, LLC; Agency for the Performing Arts, Inc.; International Creative Management, Inc.; Monterey International and Off Broadway Booking, LLC to perform services in the Bloomington Center for the Performing Arts.

The total amount approved for these performances was \$151,000. Due to a staff oversight, a mathematical error occurred; the total amount for the performances is \$175,000.

Respectfully

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

Alderman Purcell questioned the basis for the increase. Bruce Marquis, Cultural District's Executive Director, addressed the Council. Mr. Marquis stated this was a cost adjustment. His office had made a mathematical error. All nine (9) of the original performers were on the list. The cost only reflected eight (8). Alderman Purcell wanted to ensure the City was able to retain all nine (9) acts, even with this error. Mr. Marquis responded affirmatively.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the corrected amount of \$175,000 be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Permission to Apply for OSLAD Grants

As the State of Illinois Department of Natural Resources grant cycle begins, staff seeks permission to apply for grants for the following projects.

1.) Constitution Place is a small piece of land that is bordered by Empire Street on the north and Walnut Street on the south. It is nestled between several commercial buildings on the east and the Constitution Trail on the west. This parcel of land has been on staff' radar screen for several years but other priorities have left it sitting. The neighborhood and trail advocates are strong supporters of this purchase. Staff has made many contacts with the owner and has agreed in principal on the value of the land. This land would be used as a neighborhood park and allow a buffer for the trail from the commercial property. Staff will be applying for a \$65,000 matching grant with the matching funds coming from the Park Dedication Fund Account.

2.) In 2005 ARK VI Developers annexed Eagle View and Eagle View South into the City. As part of the park dedication, the City acquired 6.15 acres. Staff negotiated the purchase of an additional 8.5 acres from the developer in the amount of \$242,400. As the City continues to grow further east, staff believes that this positions the City to meet the needs of the community. Towanda Barnes Road is a major barrier separating many of the great developments that have been completed in the last couple of years. We believe that we must offer these same opportunities on this side of the barrier. In the fiscal year 2008, the City received an Acquisition Grant as reimbursement for the purchase of the land. The City has the opportunity to apply for a Development Grant through the Department of Natural Resources. Due to the grant cycle being in July, it is necessary to begin the process now, ensuring that the proper documentation is in place. Staff will be applying for a \$400,000 matching grant.

3.) One of the greatest jewels of the City's Parks and Recreation Department is the Constitution Trail. Staff receives calls weekly on its progress and development. The Department of Natural Resources has a grant program called Illinois Trails Grant Program. Staff has worked with the Farnsworth Group to develop the construction drawing for the section of trail leading south of Grove Street to Hamilton Road. Staff has acquired funding for only a portion of this development through the federal government. The additional funding was not secured. We have the opportunity to apply for a grant that would secure an additional \$200,000 matching grant for the 2008 construction season. These funds have not been projected but staff believes that the City should realign projects in order to meet the success of this grant.

In summary, staff respectfully requests permission to apply for the OSLAD Grant Programs available for the three (3) projects listed above.

Respectfully,

Dean Kohn
Director of Parks and Recreation

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Schmidt that staff be authorized to apply for OSLAD Grant Programs in the amount of \$665,000.

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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: Land Lease Agreement for Community Gardens

For many years the Parks and Recreation Department has managed a Community Gardens Program. The program originated at Sunnyside Park then moved to Rollingbrook Park and for the last several years it was at the corner of Hershey and Ireland Grove Road. This land was owned by the Unit #5 School District and staff has had a year to year lease on two (2) acres of this property. With the recent sale of the land, staff has been working to try and extend the lease with the new owners. Staff has worked out an agreement that will allow the Parks and Recreation Department to continue to use the land for the next two (2) seasons at a cost of \$1.00 per year.

Staff respectfully requests that Council approve a contract with Sunrise Company LLC for the lease of two (2) acres of land to be used for the Community Gardens Program at a cost of \$1 per year with an expiration date of October 31, 2009.

Respectfully,

Dean Kohn
Director of Parks & Recreation

Tom Hamilton
City Manager

AGREEMENT BETWEEN SUNRISE CO. LLC, BLOOMINGTON, ILLINOIS AND THE CITY OF BLOOMINGTON, AN ILLINOIS HOME RULE MUNICIPAL CORPORATION FOR DEVELOPMENT OF A COMMUNITY GARDEN PROGRAM

This agreement is entered into on the date adjacent to each signature line hereinafter by and between Sunrise Co. LLC, Bloomington, Illinois (hereinafter called Sunrise), and The City of Bloomington, an Illinois Home Rule Municipal Corporation (hereinafter called City).

Whereas, the City is a home rule unit of local government with authority to enter into agreements with other units; and

Whereas Sunrise is a Limited Liability Corporation chartered in the state of Illinois with authority to enter into agreements with units of; and

Whereas, the City and Sunrise desire to enter into an agreement for the development and maintenance of a community garden project on Sunrise property though it would be a project of the City; and

Whereas, it is in the best interest of the parties to jointly control and promote the community garden program of the City, preserve public funds, enhance recreational programs, and otherwise improve the quality of life of the citizens served by the parties:

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by and between the parties, as follows.

1. The City will develop a community garden program site on the approximate north two (2) acres of property owned by Sunrise located at the southwest intersection of Ireland Grove Road and Hershey Road, in the city of Bloomington, McLean County, Illinois. The City shall be responsible for clearing the property for the purpose of a community garden program, for providing parking for the participants in the program, and providing ingress and egress to the site all within the parameters of the City's Subdivision Ordinance requirements except that there shall be no hard or permanent surface to the parking lot area.
2. All costs incident to developing the site for the community garden program, including providing a water supply for the participants in the program, shall be that of the City. Sunrise does consent to allow the City to tap the existing water well on the land should the City so desire even though the well site may be beyond the boundaries of the community garden program site. The City agrees to provide a minimum of One Million Dollars Liability Policy naming Sunrise either as a primary or additional insured, which endorsement shall not only include Sunrise, but also its officers and employees.
3. This "lease agreement" shall begin the date of signature and run through October 31, 2009, at which time a year to year lease shall continue with written agreement from

both parties received at least thirty (30) days prior to expiration. Payment for use of such property by the City to Sunrise shall be the sum of One Dollar per year.

4. The City agrees to waive all claims against Sunrise arising out of this Agreement or the condition of the land, and by signature hereto acknowledges the acceptance of the land in question in its present condition. The City further agrees to indemnify and defend Sunrise from any and all claims arising out of the condition of said "community garden site," and further agrees to hold Sunrise harmless from any damages as a result of injury to persons or property arising out of the use of said land by the City. Sunrise agrees to promptly notify the City upon receipt of any claim or notice thereof by any person or persons for injury or property damage applicable to the City's use of said property. Sunrise will cooperate with the City in the defense of any such claim.
5. Both parties maintain the right to assert any immunities the parties might have pursuant to the Illinois Tort Immunity Act in connection with any third party claim.
6. The City agrees to maintain the site which is the subject matter of this Agreement both during the "growing season" and thereafter so that same shall not be deemed a public nuisance.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the date and year herein set forth.

City of Bloomington

Sunrise Co. LLC

Stephen F. Stockton
Mayor

James A. Shirk

May 13, 2008

May 15, 2008

Motion by Alderman Gibson, seconded by Alderman Schmidt that the agreement with Sunrise Company LLC for the lease of two (2) acres of land for the Community Gardens Program be approved in the amount of \$1 per year, 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, 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 VFW John H. Kraus Post 454, 1006 E. Lincoln Street

The City needs to acquire a strip of property from the VFW John H. Kraus Post 454 facility at 1006 E. Lincoln to improve and extend Lincoln Street through to Bunn. Eight (8) feet off the entire width of the south end of the VFW property along Lincoln Street is needed for right of way and an additional seven (7) feet north of that for a temporary use easement. The right of way parcel contains .666 acres/2884 square feet. There is a chain link fence located on the land to be taken and it will be moved to the new property line following construction of the road improvements.

Staff had the property appraised prior to entering into negotiations with the VFW. The appraiser valued the right of way parcel at \$21,200. This figure was based on an assumption that there would be no loss of parking by reason of the take. There was a concern about this, but staff determined that the parking lot layout could be reconfigured and save all but one (1) space. The temporary use easement was not valued because it will not be used during construction. It is only needed following construction to match the VFW property to the new improvements.

Staff made an offer to purchase the property for the appraised value and an additional payment of \$1,250 to cover the cost of restriping the parking lot for a total purchase price of \$22,450. The VFW has accepted the offer, but requested that the City assume responsibility for re-striping the parking lot, reducing the purchase price to \$21,200.

Staff believes the purchase price and other terms of sale fairly compensate the VFW for the property. Staff respectfully requests that Council approve the Contract for the Sale of Real Estate to acquire the VFW property on the terms described. Funds for this acquisition are budgeted from Motor Fuel Tax Funds.

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 John H. Kraus Post 454, hereinafter referred to as Seller, and the City of Bloomington, hereinafter referred to as Buyer, who agree 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:

All of Lot 32 in County Clerk's Subdivision of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, according to the Plat thereof recorded in Book 2 of Plats, Page 426, McLean County, Illinois; Except (Exception No. 1) That part of the same heretofore conveyed by Deed to Sylvania Electric Products, Incorporated, Recorded in Book 499, Page 263 of the Deed of Records of McLean County, Illinois; Also Except (Exception No. 2) That Part of said Lot 32 lying West of the line Projected North at right angles from the North line of Lincoln Street from a Point on the said North line of Lincoln Street Measured along said North line and 586 feet West of the intersection of the West line of the Right of way of U.S. Highway 150 and said North line of Lincoln Street in McLean County, Illinois; Also Except (Exception No. 3) A Tract Out of the Southeast Corner of the above described premises, which Exception is described as follows: Commencing at the intersection of the West line of the Right of way of U.S. Highway 150 and said North line of Lincoln Street and running thence Northerly 150 feet along the Westerly Right of way of said U.S. Highway 150; thence West and parallel with the North line of Lincoln Street a distance of 100 feet; thence Southerly to a Point on the North line of Lincoln Street which is 150 feet West of the said intersection of the North line of Lincoln Street and the West line of the Right of way of U.S. Highway 150; thence East along the North line of Lincoln Street to the Point of Beginning, in McLean County, Illinois. Also Except (Exception No. 4) Beginning at a Point on the North line of Lincoln Street (said North line lying 25 feet North of and parallel with the South line of said Lot 32 as Shown on the Record Plat of Croxton's Addition to the City of Bloomington,) and which point is 150 feet West of the West Right of way line of U.S. Route 150 as measured along said North line. From said Point of Beginning, thence West 75 feet along said North line; thence Northwest 320.4 feet along a line which forms an angle to the left of $97^{\circ}-15'$ with the last described course to a point which is 40 feet normally distant Southeast of the Southeast line of a tract of land conveyed to Sylvania Electric Products, Inc., Recorded in Book 499 of Deeds at Page 263, McLean County, Illinois; thence Northeast 70.28 feet along a line which forms an angle to the left of $101^{\circ}-53'$ with the last described course and said line being parallel with said Southeast line to the said West Right of way line; thence Southeast 244.75 feet along said West Right of way line, said West Right of way line forming an angle to the left of $101^{\circ}-09'$ with the last described course to a point which is 150 feet Northwest of the intersection of the North line of Lincoln Street with said West Right of way line as measured along said West Right of Way line; thence West 100 feet parallel with said North Right of way line along a line which forms an angle to the left of $59^{\circ}-43'$ with the last described course; thence Southeast 132.05 feet along a line which forms an angle to the left of $281^{\circ}-13'$ with the last described course to the Point of Beginning, in McLean County, Illinois.

Right of way Parcel 1:

The South 8 feet of said property lying North of and adjacent to the North line of Lincoln Street as Dedicated in Croxton's Addition to the City of Bloomington, Illinois, Containing 2884 Sq. Ft. = 0.666 Acre, more or less

Right of way Parcel 2:

Beginning at the Northeast Corner of said Property; thence Southeasterly 40.68 feet along the East line of said property; thence Southwesterly 3.24 feet along said East line which forms an angle to the left of 79°-18'-00" with the last described course; thence Northwesterly 40.83 feet along a line which forms an angle to the left of 101°-35'-00" with the last described course to a point on the North line of said property lying 3.89 feet Southwest of the Point of Beginning; thence Northeast 3.89 feet along said North line which forms an angle to the left of 78°-25'-00" with the last described course to the Point of Beginning, Containing 142 Sq. Ft. = 0.003 Acre, more or less.

Temporary Use Easement:

The North 7 feet of the South 15 feet of said property lying North of and adjacent to the North line of Lincoln Street as dedicated in Croxton's Addition to the City of Bloomington, Illinois.

~~with improvements, commonly known as _____ located thereon, to Buyer, who agrees to pay \$22,450 .00 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 deliver possession to Buyer ~~upon payment being made as herein provided,~~ on or before the 30th day of April, 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 released within 90 days of the date~~ 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 maintain access to the business located on Seller's remaining property during all stages of construction.*
 - L. *Buyer shall remove the chain link fence on Seller's existing south property line and install a replacement fence on Seller's new south property line following construction.*
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: May 12, 2008.

May 12, 2008

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SELLER

BUYER

John H. Kraus Post 454

City of Bloomington, a
Municipal Corporation

William M. Read

Stephen F. Stockton, Mayor

May 12, 2008

May 13, 2008

Attest:

Tracey Covert, City Clerk

May 13, 2008

Motion by Alderman Gibson, seconded by Alderman Schmidt that the contract for the Sale of Real Estate between the City and VFW John H. Kraus Post 454 for the purchase of .666 acres of property for a purchase price of \$21,200 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, 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: Letter of Understanding Between the State of Illinois Acting Through its Department of Transportation and the City Amending the Traffic Signal Master Agreement

The Traffic Signal Master Agreement was approved by Council on May 29, 2001. The agreement provides for the City to maintain traffic signals on State routes and to bill the state for a share of the maintenance cost. The agreement also provides for the City to bill the Illinois Department of Transportation (IDOT) for a portion of the electricity costs to run the traffic

signals. This Letter of Understanding amends the Master Agreement in several very important areas:

1. It changes the State's share of maintenance responsibility at eight (8) intersections on Veterans Parkway (Bus Rt. 55) from 50% or 67% to 100%. This is due to average daily traffic (ADT) on Veterans Parkway being in excess of 35,000 vehicles per day.
2. Adds the maintenance and electricity of the recently annexed intersection of W. Market Street (IL Rt. 9/ US Rt. 150) with Mitsubishi Motorway to the agreement at 100% State cost. The roadway lighting at this intersection will become the City's cost for maintenance and electricity.
3. Clarifies the maintenance responsibility for the fiber optic cables which interconnect three (3) different traffic signal networks within the city.

These changes to the agreement are in the best interests of the City and should reduce the City's traffic signal maintenance expenses by approximately \$10,000 next year, (State FY July 1st through June 30th.) Staff respectfully requests that Council approve the Letter of Understanding 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

Letter of Understanding

This Letter of Understanding entered into this 19th day of May, A.D., 2008, by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the STATE, and the City of Bloomington of the State of Illinois, hereinafter referred to as the CITY.

Witnesseth

Whereas, the CITY and STATE share traffic signal maintenance responsibilities on Business FAI Route 55 (Veterans Parkway) at Oakland Avenue, Jackson Street, Washington Street, Eastland Drive, Clearwater Avenue, General Electric Road; Jumer Drive/Von Maur Drive and College Avenue; and

Whereas, the Illinois Administrative Code entitled, "Financing Of Traffic Control Signal Installation, Modernization, Maintenance, And Operation On Streets And Highways Under State Jurisdiction" defines the maintenance of these traffic signals; and

Whereas, Section 544.60, Subsection (b)(1)(B)(ii), provides for the department to assume 100 percent of the maintenance costs on intersections with State highways with AADT values exceeding 35,000; and

Whereas, Veterans Parkway has an AADT exceeding 37,500 from Oakland Avenue in the City of Bloomington north to College Avenue in the Town of Normal; and

Whereas, the traffic signals located at the intersection of U.S. Route 150 and Illinois Route 9 (Mitsubishi Motorway and Market Street) is located within the urban limits of Bloomington; and

Whereas, the CITY has expressed desire to maintain these signal to improve service to the community; and

Whereas, highway intersection lighting was installed by the STATE because commercial development exists in the vicinity which causes high nighttime traffic peaks; and

Whereas, the highway lighting of the intersection is local concern better addressed by the CITY; and

Whereas, the CITY and STATE are desirous of said exchange of maintenance obligations in that same will be of immediate benefit to the CITY residents and in nature; and

Whereas, the traffic signal interconnect system maintenance and energy use are not addressed in the Intergovernmental Agreement.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
2. Upon execution of this Letter of Understanding the financial responsibility for maintenance and electrical energy for the operation of the traffic signals and interconnection systems shall be proportioned as follows:

Intersection		Maintenance	Elect. Energy
FAI Business Route 55 at Oakland Avenue	STATE Share	100%	50%
	CITY Share	0%	50%
FAI Business Route 55 at Jackson Street	STATE Share	100%	67%
	CITY Share	0%	33%

FAI Business Route 55 at Washington Street	STATE Share CITY Share	100% 0%	50% 50%
FAI Business Route 55 at Eastland Drive	STATE Share CITY Share	100% 0%	50% 50%
FAI Business Route 55 at Clearwater Avenue	STATE Share CITY Share	100% 0%	67% 33%
FAI Business Route 55 at General Electric Road	STATE Share CITY Share	100% 0%	50% 50%
FAI Business Route 55 at Jumer Drive/Von Maur Drive	STATE Share CITY Share Other Share	100% 0%	50% 25% 25%
FAI Business Route 55 at College Avenue	STATE Share CITY Share Other Share	100% 0%	50% 25% 25%
U.S. Route 150 (Mitsubishi Motorway) at US 150/IL 9 (Market Street	STATE Share CITY Share	100% 0%	100% 0%
East Side Fiber Interconnect System**	STATE Share CITY Share	60% 60%	NA NA
Main Street Fiber Interconnect System***	STATE Share CITY Share	60% 40%	NA NA
West Market Street Fiber Interconnect System****	STATE Share CITY Share	55% 45%	NA NA

* Other share will be addressed in a separate Letter of Understanding with the Town of Normal

** The east side fiber interconnect system includes interconnection of Veterans Parkway intersections at Commerce Parkway, U.S. Route150 (Morrissey Drive), Brickyard, Mercer Avenue, Ireland Grove Road, Lincoln Street, Oakland Avenue, Jackson Street, Washington Street, Eastland Drive, Empire Street (South), Empire Street (Center), Empire Street (North), Empire Street (East), Empire Street (West), Clearwater Avenue, and General Electric Road; Illinois Route 9 intersections at Towanda Avenue, Fairway Drive, Service Drive, Prospect Road/Mt Vernon Drive, Williamsburg Drive, Hershey Road, Fire Station entrance, Eastport Drive, Carnahan Drive, Airport Road, CIRA Drive West,

CIRA Drive East, and Towanda- Barnes Road; And U.S. Route 150 at Lafayette Street and Hamilton Road.

*** The Main Street fiber interconnect system includes interconnection of Northbound Business U.S. Route 51 at Wood Street, MacArthur Avenue, Oakland Avenue, Olive Street, Front Street, Washington Street, Jefferson Street, Monroe Street, Market Street, Locust Street, Empire Street, Emerson Street; Southbound Business U.S. Route 51 at Emerson Street, Empire Street, Chestnut Street, Locust Street, Market Street, Jefferson Street, Washington Street, Front Street, Olive Street, Oakland Avenue, MacArthur Avenue, and Wood Street.

**** The West Market Street fiber interconnect system includes interconnection of Illinois Route 9 intersections at Interstate Drive, Walton Drive, JC Parkway, Wylie Drive, FAI-55 West Ramps, FAI-55 East Ramps, Brock Drive, MLK Drive, Caroline Street, Brown Street, and Hinshaw Street

It is mutually agreed that the actual traffic signal maintenance will be performed by the CITY, either with its own forces or through an ongoing contractual agreement. Electrical energy will be paid by the CITY, subject to reimbursement by the STATE.

Upon execution of this Letter of Understanding, the responsibility for maintenance and energy outlined above shall become a part of the Intergovernmental Agreement executed by the STATE and the CITY on July 13, 2001.

- 3. Upon execution of this Letter of Understanding, the CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the U.S. Route 150/Illinois Route 9 intersection lighting in its entirety.
- 4. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This Letter of Understanding shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

State of Illinois
Department of Transportation

City of Bloomington

Joseph E. Crowe, P.E.
Deputy Director of
Highways Region 3 Engineer

Stephen F. Stockton
Mayor

May 19, 2008

May 13, 2008

Motion by Alderman Gibson, seconded by Alderman Schmidt that the Letter of Understanding 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, 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: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the WGLT Event June 14, 2008

WGLT is sponsoring an outdoor summer concert in downtown Bloomington on Saturday, June 14, 2008. This will be the fifth (5th) of what has become an annual event. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the designated event area rather than have a designated "beer garden". Beer and wine would be sold only by an existing liquor license holder with a secondary license for the event and only beer and wine purchased from the event vendor could be consumed within the designated event area. Outdoor consumption would be allowed between 1:00 o'clock p.m. and 10:00 o'clock p.m.

The event organizers met with staff, including representatives from the police, legal and administrative departments to review this plan. Given the nature of the event, the type of crowd it attracts and the high degree of involvement by event staff, all concerned believe this plan could work without problems.

Staff prepared an Ordinance suspending the code as needed for this event. Council will note that the Ordinance makes the suspension effective one (1) hour before the sales begin to allow the organizers time to set up for the event. Staff respectfully recommends that the Ordinance be passed.

May 12, 2008

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Respectfully,

Hannah R. Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

ORDINANCE NO. 2008 - 33**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON**

WHEREAS, WGLT will hold an outdoor concert in downtown Bloomington on June 14, 2008; and

WHEREAS, WGLT requested permission to allow sales and consumption of beer and wine during the concert on Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: June 14, 2008 between 1:00 o'clock p.m. and 10:00 o'clock p.m. for Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of a licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 12th day of May, 2008.

APPROVED this 13th day of May, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Purcell stated he liked the WGLT event. He was concerned with the request that alcohol be carried on to the City streets. Individuals would no longer be required to stay in the fenced areas. This would set a double standard because Downtown taverns could not allow liquor to be carried out of their establishments. It would set the wrong example because it would not designate a set area for alcohol consumption. He would not vote in favor of this item without a set, controlled area.

Mayor Stockton noted this event had started with a control area within the festival area. This request would not allow liquor to be taken just anywhere. The area would now be the festival grounds instead of a tent within the festival grounds. There would be barricades in place. Tracey Covert, City Clerk, explained the perimeters of the festival area.

Mayor Stockton added that there had been no complaints and no arrests during this event in the past years. Alderman Schmidt added that history had shown this to be a very conservative event. She believed the Downtown business owners were aware of the issues and wanted this to be a positive event. Tom Hamilton, City Manager, was not aware of any problems with this event since its inception. Alderman Schmidt noted this was a responsible organization.

Mayor Stockton cited a discussion the previous year regarding Hot August Nights. They had requested fewer restrictions, but were denied on the basis of it being their first year. WGLT had proven itself regarding regulating the event in previous years.

Alderman Stearns stated that in the interest of families and children, the alcohol should be left within a confined space. She was in agreement with Alderman Purcell. Alderman Purcell noted the Nothing But The Blues Festival. It provided a confined area and required wristbands.

Motion by Alderman Schmidt, seconded by Alderman Hanson that the Ordinance be passed.

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

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

Nays: Aldermen Stearns and Purcell.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
 From: Staff
 Subject: Analysis of Negotiated Contract for General Resurfacing

On April 14, 2008, Council authorized staff to waive the bidding process and negotiate a contract with Rowe Construction Co. for the resurfacing of city streets. Staff supplied Rowe with a proposal containing locations and quantities, similar to what would be provided to a bidder. Rowe supplied a written proposal to perform the work requested as follows:

Rowe Construction	\$ 2,768,820.75	Quote for quantities supplied
Engineer's Estimate	\$ 2,826,043.75	
Budget:	Resurfacing St's & Alleys	\$1,725,000.00 CIF X40100-72530
	P.C.C. Pavement Repair	\$ 500,000.00 CIF X40100-72530
	Library Parking Lot	\$ 36,000.00 X23100
	Morris Ave Mill & Resurface	\$ 45,000.00 CIF X40100-72530
	Market St. Mill & Resurface	\$ 70,000.00 TIF X40300-70220
	Total:	\$2,376,000.00

The unit price offered for Hot Mix Asphalt to resurface streets is \$78 per ton. Last year the City paid \$73 per ton. Staff has analyzed all unit prices offered by Rowe and considers them acceptable. Staff further recommends that the contract be limited to the budgeted amount.

Staff respectfully recommends that Council accept the negotiated unit prices of Rowe Construction Company and award the contract in the amount of \$2,376,000 and, further that the Mayor and City Clerk be authorized to execute the necessary documents. Payment will be made from accounts listed above.

Respectfully,

Douglas G. Grovesteen
 Director of Engineering

Tom Hamilton
 City Manager

(ON FILE IN CLERK'S OFFICE)

Mayor Stockton introduced this item by stating the City cannot do all of the necessary roadwork. The Council raised the amount available as part of the Back to Basics campaign. He requested Tom Hamilton, City Manager, to explain further.

Mr. Hamilton stated this was the second year in which staff requested permission to negotiate directly with Rowe Construction. He believed Rowe provided excellent prices. They had suggested using polymerized asphalt for the heavily traveled streets. This type of asphalt would be stronger. It costs more, but would last longer than traditional asphalt.

The Council had been provided a list of streets which would be repaired. There also was a list which outlined the materials and quantities necessary for each project. The numbers had been thoroughly checked by both staff and Rowe Construction. Mr. Hamilton believed this was the best use of resources. He recommended the Council approve this contract. The work could begin immediately and was scheduled to be completed by Labor Day.

Alderman Schmidt questioned if the list before the Council had the streets listed in order which they would be repaired. Mr. Hamilton responded negatively. The Engineering Department had a computer program which listed every street throughout the City. It showed the traffic levels, the rate of deterioration, and traffic volume for each street. The computer tabulated the information and established priorities. Staff reviewed the computers findings and feedback from citizens. Nothing had been staged yet. The streets receiving traditional asphalt would be completed first.

Mayor Stockton requested that this street list be published in map form. Mr. Hamilton responded affirmatively.

Alderman Purcell stated his concern regarding Morris Avenue. Morris Avenue was listed to receive asphalt. He believed concrete was a better choice and that the Council had approved concrete during the budget sessions. He requested information as to why this street would not paved with concrete.

Motion by Alderman Schmidt, seconded by Alderman Sage that the rules be suspended to allow someone to talk.

Motion carried.

Mike Goeken, Rowe Construction's Regional Manager, addressed the Council. He stated the polymerized asphalt enhanced the strength and provided a long life for the street. Failures in this type of asphalt were generally tied to improper preparation of the street's base. Alderman Purcell thanked him for the information.

Alderman Hanson thanked Mr. Goeken for attending the meeting to answer the Council's questions. He believed this was a great benefit to the taxpayers. When he first joined the Council, projects would have to wait to be bid. Now, the City can get much done in a shorter amount of time.

Alderman Stearns questioned how many miles of streets the list included. Mr. Hamilton responded that he did not know the miles. These were calculated by the foot.

Alderman Purcell planned to support this contract. However, if the polymerized asphalt did not hold up, he would like to return to concrete next year.

Mayor Stockton noted that in the past, concrete was believed to be superior to asphalt. That may not be true based on recent findings. Mr. Hamilton concurred. Over the years, comparisons had been completed showing the longevity and costs for asphalt versus concrete. This had allowed municipalities to make appropriate evaluations.

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

Motion carried.

Mayor Stockton thanked staff for their work on this issue.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the negotiated unit prices for General Resurfacing be awarded to Rowe Construction Co. in an amount not to exceed \$2,376,000 and that 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, Gibson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Purchase Plastic Pavement Marking Materials

The City has successfully placed plastic pavement markings on newly resurfaced pavements in place of traffic paint for a number of years. 3M Stamark tape has always been used in the City. The Engineering Department has supplied the quantity of tape needed for the general resurfacing and the MFT resurfacing contracts for the following streets: Maple Hill Rd.; Wylie Dr. to Enterprise Dr., Dr. Martin Luther King Dr.; White Oak Rd. to College Ave., Graham St.; White Oak Rd. to Western Ave., Long Den Ave., Hollycrest Dr., Szarek Dr., Market St.; Allin St. to

East St., Oak St.; Monroe St. to Mulberry St., Allin St.; Market St. to Locust St., Van Schoick, East St.; Grove St. to Oakland Ave., Jackson St.; East St. to Gridley St., Prairie St.; Olive St. to Jackson St., Geneva Ct., MacArthur Ave.; Clinton St. to Bunn St., Harbord Dr.; Oakland Ave. to Maizefield Ave., Ryan Dr., Towanda Ave.; Empire St. to Robinhood Ln., Towanda Ave.; Orleans Dr. to Vernon Ave., Fairway Dr.; Radliff Rd. to Robinhood Ln., Mt. Vernon Dr., Oakland Ave.; Prospect Rd. to Hershey Rd., Hershey Rd.; Oakland Ave. to Yorktown Dr., North Pointe Dr.; College Ave. to Harbor Pointe Cir., Ireland Grove Rd.; Veterans Pkwy. to bridge, Arcadia Dr.; Lincoln St. to Ireland Grove Rd.

3M plastic pavement materials have been purchased using the State of Illinois Joint Purchasing Contract in the past. Staff intends to purchase these materials through the State of Illinois Joint Purchasing Contract if available. If these items are not available, they will be purchased directly from 3M. Staff respectfully requests that Council waive the formal bidding process and authorize the purchase of plastic pavement marking materials from 3M or use the State of Illinois Contract at a total cost not to exceed \$50,000. \$50,000 has been budgeted for the purchase of plastic pavement marking materials in account 1001-16230-71080.

Respectfully,

Richard Clem
Director of Public Service

Gary Poland
Supt. of Street & Sewers

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 37

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF PLASTIC PAVEMENT MATERIALS THROUGH THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT OR FROM 3M DIRECTLY IN AN AMOUNT NOT TO EXCEED \$50,000

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase plastic pavement materials through the State of Illinois Joint Purchasing Contract or from 3M directly in an amount not to exceed \$50,000.

ADOPTED this 12th day of May, 2008.

APPROVED this 13th day of May, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton introduced this item by stating it was the tape which was used for marking the streets. Tom Hamilton, City Manager, addressed the Council. This was the tape that was applied directly to the street for lane markings or arrows, etc. Additional streets were also recommended by staff. 3M tape was the best product on the market. Staff asked permission to talk with 3M directly in order to negotiate the best price.

Alderman Purcell questioned if the budget amount would be adequate to purchase the amount of tape necessary. Mr. Hamilton responded affirmatively.

Motion by Alderman Gibson, seconded by Alderman Hanson that the formal bidding process be waived, the plastic pavement materials purchased through the State of Illinois Joint Purchasing Contract or from 3M directly in an amount not to exceed \$50,000, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton noted the West Side Forum which was held the prior week. The citizen turnout was tremendous. People were enthused, encouraged and shared wonderful ideas. It was important for all the partners to participate.

Alderman Schmidt thanked the staff who attended.

Tom Hamilton, City Manager, stated that was a community summit. People in attendance were not entirely from the West Side. They were from throughout the community. Mayor Stockton cited the City survey completed the prior year. Citizens were clear about not letting problems spread from one area to another.

CITY MANAGER'S DISCUSSION: Tom Hamilton, City Manager, reminded the Council to respond to him regarding a date for a Work Session.

ALDERMEN'S DISCUSSION: Alderman Gibson cited a news story regarding construction companies hiring illegal aliens as contract employees. He believed it behooved the City to insure its contracted construction companies were paying their employees as employees and not contractors, to ensure taxes were being paid appropriately.

Alderman Purcell cited the West Side meeting. It was a good start. Many citizens were repairing and improving their homes.

He also cited an email he had sent to Council members regarding the Inoperable/Unlicensed Vehicle ordinance in City of Pekin. This ordinance would provide faster action by the City. He would like to have further discussion in the future. Mayor Stockton believed Hannah Eisner, Deputy Corporate Counsel, had additional information regarding this as well.

Alderman Schmidt reminded the Council this Saturday, May 17, 2009 would be the kick off for the Downtown Farmers Market, Adopt a Pot, and Tour de Metro. Mayor Stockton noted each Council member had been invited to these festivities.

She also questioned the Frequently Asked Question's regarding Work Session on City vehicles. Mr. Hamilton stated the Council would receive that information shortly.

Alderman Fruin would like a meeting with the Downtown Business Association. He hoped the momentum from the West Side theme would carry over into Downtown. The parking lots in Downtown had been a main issue. He questioned if the Camaros report from ten (10) years ago was still available. He would like to look back and see the City's accomplishments and failures. Mr. Hamilton stated he had sent an email to schedule a meeting. Alderman Fruin would like the information prior to the meeting.

Alderman Fruin commented that he had read in the Pantagraph that the Change Order for the demolition of 408 E. Washington St., (Coachman Hotel) would be addressed by the Council this evening. Citizens would be interested and look for information in tomorrow's newspaper. He hoped the Pantagraph would explain that the issue had been laid over and the reason behind the same. He also hoped the newspaper would note that the Council was working hard to address this issue.

Mayor Stockton noted that there was asbestos within the building. The City needed to ensure the demolition was done correctly.

Alderman Sage stated he had worked with City staff on a number of issues. He appreciated their assistance. He had only positive feedback for staff.

Alderman Hanson supported the Inoperable/Unlicensed Vehicle Ordinance, similar to the Village of Pekin. Alderman Purcell would forward additional information to the Council regarding the Ordinance.

Alderman Hanson acknowledged the evening's Work Session regarding Risk Insurance Management Company (RIMCO). He believed it was worth while and informative.

He thanked staff regarding an issue in Ward 8. Many departments within the City came together to provide a quick response to a safety issue.

Motion by Alderman Gibson, seconded by Alderman Purcell, that the meeting be adjourned. Time: 8:44 p.m.

Motion carried.

**Tracey Covert
City Clerk**