

**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, April 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:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Opening of One Bid for Ireland Grove Road Roadside Safety Improvements

Bids were received by the City Clerk for Ireland Grove Road Roadside Safety Improvements until 2:00 p.m. on Wednesday, April 16, 2008. There is \$50,000 budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

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

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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: Proclamations

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

1. Declaring the Week of April 28 through May 3, 2008 as International Understanding World Peace Week.
2. Declaring May 4, through May 10, 2008 as Municipal Clerk's Week
3. Declaring May 5, through May 11, 2008 as Building Safety Week

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton introduced Surinder Sethi, Rotary Club member. Mr. Sethi thanked the Mayor and the Council. The Rotary Club was a non-profit organization whose vision was a better world through education and humanitarian service. The Rotary Clubs International were promoting International Understanding World Peace Week.

Mr. Sethi explained a program, the Group City Exchange Team, through the Rotary Club International. This program encouraged groups of four to six (4 - 6) individuals to travel to another county and stay for four to six (4 - 6) weeks with Rotarian host families. The goals and objectives of this program were to develop professional leadership skills to address the needs of their community and the world. Mayor Stockton read and presented the proclamation.

Mayor Stockton read and presented the declaration of Municipal Clerk's Week to Tracey Covert, City Clerk, and her staff. Mayor Stockton stated many people do not understand the integral role the Clerk's Office plays in the operations of the City. Ms. Covert thanked the Mayor and the Council.

Mayor Stockton read and presented the declaration of Building Safety Week to Mark Huber, Director - PACE. Mayor Stockton stated that safety was taken for granted. He expressed his appreciation of their efforts.

Mr. Huber explained the Building Safety Division was the first defender through prevention. They make sure buildings were safe through construction and beyond. Mr. Huber thanked the Mayor and the Council.

Motion by Alderman Huette, seconded by Alderman Schmidt that the proclamations 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: Council Proceedings of October 8, 2007 and Work Session Minutes of October 8, 2007 and March 31, 2008

The Council Proceedings of October 8, 2007 and the Work Session Minutes of October 8, 2007 and March 31, 2008 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Motion by Alderman Huette, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of October 8, 2007 and Work Session Minutes

of October 8, 2007 and March 31, 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 Huette, seconded by Alderman Schmidt that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 tenth partial payment to The Pantagraph in the amount of \$2,554.88 on a contract amount of \$35,350.92 of which \$30,607.48 will have been paid to date for work certified as 87% complete for the 2007-2008 Seasonal Advertising Services. Completion date – April 2008.
2. The twenty-third partial payment to APACE Architects & Design in the amount of \$1,385 on a contract amount of \$349,800 of which \$294,560 will have been paid to date for work certified as 84% complete for the Design of Fire Station #5. Completion date – May 2008.
3. The seventh partial payment to Farnsworth Group, Inc. in the amount of \$3,363.13 on a contract amount of \$246,100 of which \$57,110.53 will have been paid to date for work certified as 23% complete for the Design/Development-Kickapoo Renovation. Completion date – October 2008.
4. The fourteenth partial payment to McLean County in the amount of \$3,685.93 on a contract amount of \$100,000 of which \$45,563.38 will have been paid to date for work certified as 46% complete for the East Side Corridor Study. Completion date – June 2008.
5. The fifth partial payment to Stark Excavating, Inc. in the amount of \$159,116.66 on a contract amount of \$1,925,274.55 of which \$384,119 will have been paid to date for work certified as 20% complete for the Morris Ave. – Miller to Fox Hill Apartments. Completion date – January 2009.
6. The ninth partial payment to Stark Excavating, Inc. in the amount of \$35,666 on a contract amount of \$1,183,030.68 of which \$1,120,352 will have been paid to date for work certified as 95% complete for the Towanda Avenue – Rowe to Orleans. Completion date – April 2008.
7. The nineteenth and final payment to Stark Excavating, Inc. in the amount of \$2,979.10 on a contract amount of \$3,020,979.10 of which \$3,020,979.10 will have been paid to date for work certified as 100% complete for the E. Washington Street – Clayton St. to Colton St. Completion date – June 2006.
8. The fifth partial payment to WHPA, Inc. in the amount of \$22,300 on a contract amount of \$518,846 of which \$92,360 will have been paid to date for work certified as 18% complete for the Strategic Source Water Study. Completion date – September 2009.

9. The ninth partial payment to Farnsworth Group in the amount of \$3,216.59 on a contract amount of \$50,000 of which \$17,917.34 will have been paid to date for work certified as 36% complete for the Ultraviolet Light & Hydrogen Peroxide Feasibility Study. Completion date – October 2008.
10. The eleventh partial payment to Farnsworth Group in the amount of \$2,674.53 on a contract amount of \$45,000 of which \$39,638.57 will have been paid to date for work certified as 88% complete for the Wastewater Treatment System at Lake Bloomington. Completion date – October 2008.
11. The eighteenth partial payment to Consoer Townsend & Associates in the amount of \$9,827.89 on a contract amount of \$185,000 of which \$100,965.57 will have been paid to date for work certified as 55% complete for the Electrical Improvements at Lake Bloomington. Completion date – December 2007.
12. The eighth partial payment to Clark Dietz in the amount of \$302.50 on a contract amount of \$47,000 of which \$41,681.45 will have been paid to date for work certified as 89% complete for the Construction Observation James/Charles. Completion date - November 2008.
13. The fifth partial payment to Clark Dietz, Inc. in the amount of \$452.50 on a contract amount of \$305,000 of which \$34,569 will have been paid to date for work certified as 11% complete for the Locust/Colton Sewer Separation & Water Main Replacement Design. Completion date – May 2008.
14. The first partial payment to Gildner Plumbing, Inc. in the amount of \$93,738 on a contract amount of \$265,362 of which \$93,738 will have been paid to date for work certified as 35% complete for the Water Main Replacement Project Phase 1 – Livingston from Beyer to Tokio. Completion date – December 2008.
15. The fifth partial payment to Clark Dietz in the amount of \$7,142.28 on a contract amount of \$22,000 of which \$18,057.53 will have been paid to date for work certified as 82% complete for the Water Main Installation – Graham Street through O’Neil Park. Completion date – December 2007.
16. The sixth partial payment to Clark Dietz in the amount of \$710.33 on a contract amount of \$60,000 of which \$15,964.74 will have been paid to date for work certified as 27% complete for the Observation/Inspection of Parkview Water Main Replacements. Completion date – October 2008.
17. The second partial payment to Lewis, Yockey & Brown, Inc. in the amount of \$1,783.00 on a contract amount of \$12,000 of which \$6,801 will have been paid to date for work certified as 57% complete for the Design of the Water Main Abandonment on South Main from Miller to Oakland. Completion date – July 2008.

18. The second partial payment to Farnsworth Group in the amount of \$3,044 on a contract amount of \$12,100 of which \$11,700.25 will have been paid to date for work certified as 97% complete for the Design Services for Water Main Replacement – Towanda Barnes from Rt. 9 to Oakland. Completion date – October 2008.
19. The second partial payment to Farnsworth Group in the amount of \$9,005.75 on a contract amount of \$36,500 of which \$21,406.50 will have been paid to date for work certified as 59% complete for the Design Services for Water Main Replacement – Ireland Grove Road from Hershey to Streid Dr. Completion date – October 2008.

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

Respectfully,

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 March, 2008

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

The Audit of these accounts took place on Monday, April 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 Huette, seconded by Alderman Schmidt that the audit of the bills and payrolls for the Township for the month of March, 2008 be made a matter of record.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Report

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

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

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

(ON FILE IN CLERKS OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Stephen Stockton, Mayor

Subject: Appointment and Reappointment to Various Boards and Commissions

I ask that you concur with the following appointment:

Cultural District Commission

Anne Boyden, 7 Country Club Place. Her term will expire 4/30/2012. She is replacing Marlys Stern.

I ask that you concur with the following reappointment:

Bloomington Housing Authority

Terrence Koch, 1201 N. Evans. His term will expire 4/30/2013.

Respectfully,

Stephen F. Stockton
Mayor

Motion by Alderman Huette, seconded by Alderman Schmidt that the appointment and reappointment 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: Final Payment for Fell Avenue Bridge Replacement Project

On May 9, 2005, the Council concurred with the Illinois Department of Transportation (IDOT) in awarding a contract to Stark Excavating for the replacement of the Fell Avenue Bridge over Sugar Creek. Since this project included Federal Bridge Replacement grant funding, it was administered by IDOT and all contractor payments were made by the State of Illinois. IDOT submitted periodic invoices for the City's share of the project. The final IDOT invoice for \$323,877.99 was recently received. This invoice includes additional work requested by the Bloomington Normal Water Reclamation District (BNWRD). The City has already received payment from BNWRD for this additional work and the payment was credited to Capital Improvement Funds. A breakdown of the actual project cost follows.

	<u>Actual Cost</u>
Federal Bridge Replacement Fund	\$500,716.00
BNWRD	\$250,085.74
Motor Fuel Tax Fund	\$125,179.00
Water Depreciation Fund	\$50,606.91
Sewer Depreciation Fund	<u>\$289,440.36</u>
Total	\$1,216,028.01

Staff respectfully requests that Council approve payment to the Illinois Department of Transportation in the amounts of \$60,306.16 in Sewer Depreciation Funds (X52200-72550), \$1,396.25 in Water Depreciation Funds (X50200-72540), \$12,089.84 in Motor Fuel Tax Funds (X20300-72530) and the \$250,085.74 BNWRD payment from Capital Improvement Funds (X40100-72530).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 Lime Sludge Removal

The Water Department has a ten (10) year contract, which was awarded in 1997, to remove lime sludge from the water treatment plant storage lagoon. The contract was extended one (1) year in the fall of 2007. Lime sludge is a reusable byproduct of the water softening process. The lime sludge is removed from the sludge lagoon by Evergreen Farm Service (FS) and marketed to farmers for pH control of their farmland. This process must take place each year as the water softening process creates about 25,000 pounds of sludge each day.

The contract called for the payment of a base amount of \$163,000 in 1997 with future years to be calculated using this amount and an adjustment based upon the Consumer Price Index. There is also a credit adjustment based upon the amount of revenue earned by Evergreen FS in selling the product. An invoice for \$211,694 has been received for the fall 2007 lime sludge removal. Staff has reviewed this invoice and has determined that it is in accordance with the contract.

Staff respectfully requests that Council approve the payment to Evergreen FS for lime sludge removal in the amount of \$211,694. Payment will be made with Water Department Operations and Maintenance Funds, Lime Sludge Hauling (X50130-70840).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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: Permission to Seek Request for Proposals for the Purchase of Personal Computer Software, LAN Equipment, Printers, Other Computer Peripherals and Associated Maintenance

Annually, staff comes to Council to request permission to seek proposals or quotations on personal computers, computer software, network equipment and infrastructure, printers and other computer related peripheral equipment and associated maintenance budgeted for purchase during the fiscal year. Staff is requesting Council's permission to continue this form of purchasing for Fiscal Year 2008-2009.

Historically the Council's waiving of the bidding process for this type of equipment has been related to the State of Illinois Statute 132.6 and Chapter 16 Section 50 of the City Code. The State statute and past Council Resolutions waived the bidding process due to the complexity of these specialized components, and the rapid industry changes to technology, where the time involved in the bidding process would be detrimental to the operations of the City as a whole.

Staff respectfully requests Council approval to continue our participation in the Western States Contracting Alliance, U.S. Communities and State of Illinois, Central Management Services joint purchasing programs, and to pursue other joint purchasing opportunities that may become available. Staff will continue to confirm that these purchasing programs offer the best possible value by obtaining price comparisons from other industry sources.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

Motion by Alderman Huette, seconded by Alderman Schmidt that staff be authorized to seek Request for Proposals for the purchase of Personal Computers, Computer Software, LAN Equipment, Printers, Other Computer Peripherals, and Associated Maintenance.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Waive the Formal Bidding Process and Approve an Agreement for a Comprehensive Plan for the Parks & Recreation Department

Part of the success in the City of Bloomington's Parks and Recreation Department has been the Comprehensive Plan that was completed about eleven (11) years ago. This plan has served as the department's radar for meeting the needs of the community. In the last eleven (11) years the City has received \$2.4 million in funding to assist in the acquisition and development of 110 acres of park land much of which would not have been awarded without the plan. Over the last several months staff has interviewed several firms to do an update for the Comprehensive Plan. Staff has selected the firm of 3D Design, Grayslake, Illinois, and negotiated a price of \$39,625 plus reimbursable expenses.

The process will include the following elements:

SYSTEM WIDE ANALYSIS:

- Analyze and investigate recreational facilities and prepare location map.
- Evaluate demographic information and population projections.
- Review and analyze planning documents and identify development opportunities for recreational uses.
- Prepare written analysis and graphically illustrate facilities- locations and quantity comparison using information obtained.

PUBLIC INPUT AND FOCUS GROUP MEETINGS AND RESIDENT USER INPUT NEEDS ASSESSMENT SURVEY:

- Attend, coordinate and manage input received from focus group meetings and document user input.
- Coordinate preparation of and analyze Resident User input and needs Assessment Survey.

PARKS MASTER PLAN ANALYSIS AND SYSTEM-WIDE RECOMMENDATIONS:

- Prepare graphic illustration of existing parks, properties and private leisure businesses.
- Visit park sites and identify opportunities to meet system needs.
- Review input and analysis and integrate into the plan.
- Review findings, discuss opportunities and prepare Executive Summary.
- Develop detailed list of recommendations and review with staff.

PARK-BY-PARK ANALYSIS:

- Visit, photograph, and prepare a Park-by-Park Analysis with specific recommendations for individual park improvements into the plan.

PARKS SYSTEM RECOMMENDATIONS & CITY COUNCIL PRESENTATION:

- Meet to review Park-by-Park for improvements and develop listing of Park-by-Park Improvements for consideration.
- Prepare to present the Parks Master Plan Update to the City Council.
- Meet to review input received and begin prioritization process.

DRAFT MASTER PLAN:

- Prepare estimates of probable costs for improvement projects, investigate funding options and provide summary of appropriate sources.
- Prepare list of recommended priorities, pair priorities with respective budget estimate for implementation and prepare Capital Funding Plan.

CITY COUNCIL PRESENTATION #2:

- Meet to review and discuss presentation materials and then make any necessary revisions.
- Prepare and present Draft Master Plan to City Council.
- Meet to review and confirm input received and evaluate priorities.

BLOOMINGTON PARKS AND RECREATION PARKS MASTER PLAN UPDATE:

- Prepare Parks Master Plan Update, including Inventory Compilation,
- Resident User Input and Needs Assessment Survey results, the System-Wide Analysis, Park-by-Park Analysis, System-Wide and Park-by-Park Recommendations, Listing of Priorities with Budget Ranges in a Capital Improvement Program.
- Provide copies of plan and prepare for final presentation to City Council.
- Make any final revisions or refinements and provide both digital and hard copies of the final Parks Master Plan document.

Staff believes than an update of the Comprehensive Park and Recreation Plan is needed. It is extremely important in order to insure that its parks, open spaces, and recreation services continue to develop in an orderly and priority fashion into the future. A well documented plan based on solid citizen input is also needed to assist in obtaining future Open Space Grants from the State Department of Natural Resources for land acquisition and development. This firm has considerable experience in the process of needs assessment, including focus groups and surveys. This is an important element of any comprehensive plan as the needs assessment as expressed by our citizens through this process serves as the justification for any future plan and actions.

In summary, the staff recommends that Council authorize the City to enter into a contract with 3D Design Studio of Grayslake, Illinois, to develop a Comprehensive Park and Recreation Plan. Funds have been budgeted and are available in the Park Dedication account 7030-14110-72570.

Respectfully,

Dean Kohn,
Director of Parks & Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 30

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN AGREEMENT FOR A COMPREHENSIVE PLAN FOR THE
PARKS & RECREATION DEPARTMENT FROM 3D DESIGN STUDIOS IN THE
AMOUNT OF \$39,625 PLUS REIMBURSABLES**

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

1. That the bidding process be waived and an Agreement for a Comprehensive Plan for the Parks & Recreation Department from 3D Design Studios be approved in the amount of \$39,625 plus reimbursables.

ADOPTED this 28th day of April, 2008.

APPROVED this 29th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Schmidt questioned the Park Plan process. Would neighborhoods have input and how would the information be gathered. Dean Kohn, Director of Parks and Recreation, stated there would be focus groups and neighborhood meetings. The population of the areas would be taken into account as well as Department of Natural Resources guidelines. This process would include the community.

Motion by Alderman Huette, seconded by Alderman Schmidt that the formal bidding process be waived, the agreement with 3D Design Studios be approved in the amount of \$39,625 plus reimbursables, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Purchase Playground Equipment

The Parks and Recreation Department annually budgets \$125,000 in the Fixed Asset Replacement Fund to replace playground equipment. Currently, the City has not spent any of the budgeted funds for this fiscal year. Staff would like to replace the playground equipment at Stevenson Park and Airport Park. These units are over fifteen (15) years old and do not meet CPSC, (Consumer Product Safety Commission) and accessibility guidelines.

Staff plans to purchase playground equipment through the US Communities Purchasing Program. This entity has already completed the formal bidding process. This program is similar to the State of Illinois Purchasing Program and we have a history of purchasing through this agency. Staff has received quotations from Recreation Concepts, Inc., through the US Communities Purchasing Program, which are excellent values for these two (2) playgrounds.

We, therefore, respectfully request that the Council waive the formal bidding process, accept the quotation from US Communities and Recreation Concepts, Inc. the Purchasing Agent be authorized to issue a purchase order for playground equipment in the amount of \$58,890.56, and the Resolution be adopted.

Respectfully,

John Kennedy
Asst. Director Parks and Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 32

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FOR THE
PARKS DEPARTMENT FROM RECREATION CONCEPTS, INC. AT A PURCHASE
PRICE OF \$58,890.56**

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 Playground Equipment for the Parks Department from Recreation Concepts, Inc. at a Purchase Price of \$58,890.56.

ADOPTED this 28th day of April, 2008.

APPROVED this 29th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Finnegan questioned accessibility guidelines through the Consumer Products Safety Commission (CPSC) and asked for an example of those guidelines. Dean Kohn, Director of Parks and Recreation, stated these standards were put in place for safety through both the CPSC and the Parks and Recreation Association. They included such things as wheelchair accessibility, stair width, etc. The City was behind in its fifteen (15) year cycle of updating playground equipment.

Alderman Stearns questioned the number of parks that have playground equipment. Mr. Kohn responded approximately thirty-seven (37) parks. Alderman Stearns asked how many of those parks were not meeting the required safety and accessibility standards. Mr. Kohn estimated there were seven (7) parks, in addition to the two (2) listed, in which the playground equipment did not meet the necessary standards and required updating.

Alderman Stearns questioned if Franklin Park was one the seven (7) in need of updating. Mr. Kohn responded affirmatively. Alderman Stearns questioned why these two (2) parks were selected. Mr. Kohn explained they were the oldest on the list. Franklin Park has a master plan and the City was attempting to obtain necessary funding to start work next year. He also cited the updated comprehensive plan and the capitol improvement list.

Motion by Alderman Huette, seconded by Alderman Schmidt that the formal bidding process be waived, the playground be purchased from Recreation Concepts, Inc. in the amount of \$58,890.56, the Purchasing Agent authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Approve a Contract for Office Supplies

The 2003 proposal for common stock office supply products expires April 30, 2008. OfficeMax has provided the City with excellent customer service and product quality throughout the term of the contract. Several OfficeMax representatives changed throughout the contract term, but the service level always met or exceeded the City's expectations. OfficeMax held several vendor fairs in the City's behalf that introduced new products and educated staff on efficiencies that various products could provide.

While this commodity remains highly competitive among suppliers, the current U.S. economy has driven the costs of goods and related costs such as delivery and returned supplies to be much higher than in the past. In other words, suppliers are seeking business opportunities, but few suppliers can afford to attract opportunities by offering lower prices.

Staff has compared pricing of one hundred (100) similar stock items, and has found that utilizing the State of Illinois joint-purchasing contract with Office Depot is the best option. Additionally, the U.S. Communities bid resulted in awarding a contract to Office Depot. Considering the City's budget reduction, the State contract offers the most efficient process overall from staff developing a bid specification to the receipt of supplies. OfficeMax has recognized that the City has drastically reduced its orders over the past fiscal year, so it would be difficult to provide an estimate in a bid specification of the volume that the City may purchase over a one-year or multi-year period.

Staff is requesting to utilize the State of Illinois contract for Office Supply Products, (CMS 0625400) on an annual basis, beginning May 1, 2008. Please note that the State of Illinois Central Management Services is on a different fiscal calendar than the City, and bids are let throughout the year. The current provider may or may not continue to hold the contract. Therefore, staff is not requesting that Office Depot or any specific supplier be named. Staff is requesting to utilize the contract as it is bid by the State of Illinois on a year-by-year basis.

Respectfully,

Kim Nicholson
Purchasing Agent

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 33

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASING AGENT TO ISSUE A BLANKET PURCHASE
ORDER FOR OFFICE SUPPLIES THROUGH THE STATE OF ILLINOIS CENTRAL
MANAGEMENT SERVICES CONTRACT, (CMS-0625400) FOR
FISCAL YEAR 2008-2009**

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 issue a Blanket Purchase Order to purchase Office Supplies through the State of Illinois Central Management Services contract, (CMS-0625400) for Fiscal Year 2008-2009.

ADOPTED this 28th day of April, 2008.

APPROVED this 29th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Huette, seconded by Alderman Schmidt that the formal bidding process be waived, the Purchasing Agent be authorized to issue a Blanket Purchase Order to purchase Office Supplies through the State of Illinois Central Management Services contract, (CMS-0625400) for Fiscal Year 2008-2009, and 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: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Purchase Sigma Samplers for the Water Department

As part of the City's source water quality monitoring program, staff regularly performs sample collection using automated samplers of the water quality conditions in the watershed. Chemical and biological conditions in the watershed greatly affect the treatment processes and the quality of the water delivered to the City's customers. The water quality information is gathered and shared with the agricultural community in the watershed to help reduce excessive fertilizer (nutrient) applications. Excess nutrients can lead to increased algae growth and high nitrate levels.

Hach Company is the sole source provider of Sigma equipment. The purchase of these units will match what is currently used in the field. This equipment replacement was planned for and budgeted for in Fiscal Year 2007-08.

Staff respectfully requests that Council waive the formal bidding process and approve the purchase of six (6) Hach Sigma Samplers with associated equipment in the amount of \$42,540 with an estimate of \$500 in shipping charges. Payment will be made with Fixed Asset Replacement Funds, F50130-72120.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 34

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF SIX, (6) SIGMA SAMPLERS FOR THE WATER DEPARTMENT FROM HACH COMPANY AT A PURCHASE PRICE OF \$42,540, PLUS SHIPPING

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 six, (6) Sigma Samplers from Hach Company at a Purchase Price of \$42,540, plus shipping.

ADOPTED this 28th day of April, 2008.

APPROVED this 29th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Huette, seconded by Alderman Schmidt that the formal bidding process be waived, the Purchasing Agent be authorized to issue a Purchase Order to the Hach Company for six, (6), Sigma Samplers in the amount of \$42,540, plus shipping, and 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: Honorable Mayor and Members of the City Council

From: Staff

Subject: Analysis of Bids for Grass & Weed Mowing Services – City-wide Ordinance Violation

Staff received Bids for Grass & Weed Mowing Services – City-wide Ordinance Violation in the City Clerk's Office until 11:00 a.m. on April 15, 2008. The term for the 2005 bid has expired. The term of this bid is from May 1, 2008 until October 2010. The bid included a renewal option for two (2) additional mowing seasons, 2011 and 2012. Analysis of the bids is as follows:

	Tractor	Labor	Hand
B&D Lawn Care**	\$18.00	\$16.00	\$10.00

Bellas Lawn Care	\$45.00	\$38.00	\$40.00
Buddy's Lawn Care	\$45.36	\$40.60	\$13.66
F&W Landscape	\$34.00	\$30.00	\$32.00
Dawdy Services	\$22.00	\$16.00	\$16.00

In addition to the general requirements, bidders were encouraged to make sure that their bid encompassed the increasing cost of fuel, as the City will not adjust the price once the mowing season begins. The intent of the notice was to ensure that bidders did not under bid just to secure the bid award, which could result in the bidder experiencing economic hardship while fulfilling the bid requirements.

City ordinance requires grass to be at a maximum height of eight inches, (8"). This bid is for a lawn maintenance company to provide the mowing service, as needed, for compliance with City ordinance.

B&D Lawn Care has been successfully providing this service for the past three (3) years and is the lowest bidder for this contract. The bid specifically stated that the lowest bid would not be the deciding factor if a question exists as to the quality of performance or the ability to provide service to meet the specific needs of the City. The purpose of this statement is due to the fact that the job requires grass/weed mowing for areas that may be viewed by the public. Those areas may include a private residence, a vacant lot or commercial property. Mowing, trimming and cleaning debris are critical functions that cannot be compromised, and the contractor will be scrutinized for quality.

After careful review of all submitted bid documents, staff respectfully recommends that Council approve the contract with B&D Lawn Care for the period of May 1, 2008 until October 1, 2010 including renewable option for the mowing seasons in 2011 and 2012. The option is based on performance.

Respectfully,

Robert Floyd
Facility Manger

Mark R. Huber
Director of PACE

Tom Hamilton
City Manager

Motion by Alderman Huette, seconded by Alderman Schmidt that the bid for Grass & Weed Mowing Service, City-wide Ordinance Enforcement be awarded to B & D Lawn Care for the period of May 1, 2008 until October 1, 2010 including renewable option based upon performance for the mowing seasons in 2011 and 2012, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Analysis of Bids for Detention Basin Improvements 2007-08

Bidding proposals for Detention Basin Improvements 2007-08 were received until 2:00 p.m. on Wednesday, April 16, 2007, in the office of the City Clerk at which time and place the bids were opened and read aloud as follows:

Rowe Construction, Co.	\$	\$174,105.49	
Entler Excavating, Inc.	\$	\$234,962.25 (as read)	\$234,462.25 (as corrected)
Stark Excavating, Inc.	\$	\$148,423.75	
George Gildner, Inc.	\$	\$116,421.00 (Low Bid)	
Engineer's Estimate	\$	\$193,720.00	
Budget	\$	\$200,000.00	Storm Water Management Fund

This project consists of clearing vegetation and trees, earth excavation, storm sewer pipe installation, and rip rap placement needed to clean up the Stewart Street and Jumer Drive Detention Basin.

The low bid on this improvement (George Gildner, Inc.) has a bid technicality that Council must waive in order to accept the bid. The bid documents contain instructions that the bidders provide a list of the apprenticeship and training programs the contractor currently participates in. This list was not completed in the bid documents. George Gildner, Inc. is a union contractor who has performed many projects successfully for the City and participates in all of the required union programs. Based on this information, staff respectfully recommends that Council waive this bid technicality.

Staff respectfully recommends that Council accept the low bid of George Gildner, Inc. in the amount of \$116,421 and, further, that the Mayor and City Clerk be authorized to execute the necessary documents. Payment for this work will be made with Storm Water Management Funds (X55200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Huette, seconded by Alderman Schmidt that the technicality be waived, the bid awarded to George Gildner, Inc. in the amount of \$116,421, 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: IDOT Letter of Understanding for Access from the Illinois Department of Transportation (IDOT) Bloomington Maintenance Facility to the Stewart Detention Basin

The City is responsible for the maintenance of the Stewart Street Detention Basin off of Lafayette Street. Maintenance over the years has been difficult because of the narrow access strip off of Lafayette and the tree growth in the access strip. The City has received bids for the work needed to clean up the Stewart Street Detention Basin. As part of this contract, a double gate will be placed in the fence off the IDOT Bloomington Maintenance Facility so that the City can directly access the main part of the detention basin. In order to access this fence, the City has to authorize a Letter of Understanding with IDOT.

Staff respectfully recommends that Council approve the Letter of Understanding between IDOT and the City, allowing the City to access the Stewart Street Detention Basin through the IDOT Bloomington Maintenance Facility on Lafayette.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Letter of Understanding

This Letter of Understanding entered into this 29th day of April, 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 is developing a detention basin on property owned by the City; and

WHEREAS, the detention basin will be located on property between Lafayette Street and Stewart Street; and

WHEREAS, the detention basin will reduce flooding to homes located downstream of the detention basin; and

WHEREAS, the detention basin will reduce surface runoff from the State maintenance facility located at 500 Lafayette Street; and

WHEREAS, access is needed through the State maintenance facility to maintain the detention basin; and

WHEREAS, the State and City are desirous of said improvement in that same will be of immediate benefit to the City residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The City agrees to construct and maintain the detention basin entirely at its expense.
2. The City shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the State.
3. The City agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the State or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the State to be relocated and/or adjusted, if required, at no expense to the State.

4. The State agrees to provide access the detention basin through the maintenance facility property during normal business hours for the maintenance facility.
5. The City agrees to report to the State when making entry through the maintenance facility.
6. The City agrees to indemnify, and save harmless the State, its officers, agents, employees and servants against any loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, which may arise in connection with the use of access across State right-of-way.
7. This Letter of Understanding shall remain in force in effect for as long as the detention basin remains in service or upon receipt of a 60-day written notice by either party giving terminating the Letter of Understanding.

The 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

Stephen F. Stockton, Mayor
April 29, 2008

(AERIAL PHOTOGRAPH, ACCESS EASEMENT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Huette, seconded by Alderman Schmidt that the Letter of Understanding for access to the Stewart Detention Basin 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: Permission to Donate or Sell Surplus Computers and Equipment

During prior fiscal years, Council has authorized staff to donate the City's old, fully depreciated, computers and equipment to a worthy cause. For fiscal year 2008-2009, staff is again asking Council's permission to donate to organizations wishing to obtain this equipment.

The City may also have old surplus computer/networking equipment that these organizations can not use. In this case, staff would attempt to sell this equipment to one of several remanufacturers of used computer/networking equipment. Staff might also use public or electronic auctions as an alternative for selling surplus equipment.

Finally, it is possible there will be old equipment that staff is unable to dispense of by any of these methods. In this case, staff asks for Council's permission to safely and legally dispose of this equipment.

Respectfully,

Scott Sprouls
Information Services Director

Tom Hamilton
City Manager

Alderman Fruin questioned if the surplus computer equipment was available for employees to purchase. Tom Hamilton, City Manager stated it had not been considered. Currently, the City donates the computer equipment to non-profit agencies throughout the community. Alderman Fruin clarified if selling to employees was a last resort before equipment was destroyed. Mr. Hamilton stated that staff would need to research this question.

Mayor Stockton questioned the operating systems on the donated computers. Scott Sprouls, Information Systems Director, stated that the operating systems were cleaned prior to donation due to licensing issues.

Motion by Alderman Huette, seconded by Alderman Schmidt that staff be authorized to donate, sell, or dispense of the City's old, fully depreciated computers and equipment.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Professional Services Contracts

Staff respectfully requests approval of contracts to engage the musical “Movin’ Out,” represented by Baby Boom, LLC, on December 6, 2008 and “Franklin’s Family Christmas,” represented by Harmony Artists, Inc., on December 12, 2008 in the Bloomington Center for the Performing Arts. Base expenses for the contracts will be \$37,000.

The selection of these artists was coordinated with the Cultural Commission and the Cultural District’s Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the Cultural District and the Bloomington Center for the Performing Arts.

Staff respectfully recommends accepting these contracts for the performances and further that the Mayor and City Clerk be authorized to execute the necessary documents. Funding for these contracts will come from account X21100-70220 of the Cultural District budget, to be offset by future revenues.

Respectfully,

C. Bruce Marquis
Executive Director, Cultural District

Tom Hamilton
City Manager

(CONTRACTS ON FILE IN CLERK’S OFFICE)

Motion by Alderman Huette, seconded by Alderman Schmidt that the contracts from Harmony Artists, Inc. and Baby Boom, LLC be approved in the amount of \$37,000 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: Renewal of Contract with Peace Meal for the Provision of Home-Delivered Meals

The John M. Scott Health Care Commission, in their approval of the FY 2008 - 2009 budget, recommended the renewal of a contract with Peace Meal Senior Nutrition Program for the preparation and delivery of home-delivered meals to frail, homebound residents. The attached contract is for May 1, 2008 – April 30, 2009.

The Scott Trust will be responsible for paying for meals delivered to persons residing outside of the city limits of Bloomington and Normal. The City has budgeted money to pay Peace Meals for meals delivered to persons residing within the city limits of Bloomington.

The rationale for continuing this contract is to support another agency equipped to provide this service at less cost to the Trust than our previous home-delivered meals program. This cooperative agreement has allowed Peace Meal to expand their home-delivered meals to additional people. The contract amount is \$25,000.

Staff recommends that this contract be approved.

Respectfully,

Ruth Ann (Sikora) Fraker
Director, John M. Scott Health Resources

Tom Hamilton
City Manager

AGREEMENT FOR FUNDING OF HOME-DELIVERED MEALS

This Agreement by and between the City of Bloomington, in its capacity as Trustee of the John M. Scott Health Care Trust (hereinafter called the Trust) and the Board of Trustees for Eastern Illinois University and the Peace Meal Senior Nutrition Program (hereinafter called Peace Meal) for funding of home-delivered meals.

WHEREAS, the Trust has provided in its Budget an allocation for home-delivered meals to homebound individuals who reside in McLean County; and

WHEREAS, Peace Meal is actively engaged in providing such a service under its authorization as a State University; and

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a contract for the period of May 1, 2008 through April 30, 2009 whereby Peace Meal agrees to prepare and deliver a hot noon meal delivered Monday through Friday (excluding Holidays of Peace Meal--see Appendix A) to homebound adults and which would meet one-third of the Daily Recommended Dietary Allowance established by the Food and Nutrition Board of the National Research Council - National Academy of Sciences, (9th Revised Edition, 1980).

2. The Trust, and the City of Bloomington agree to provide a sum of money to be paid to Peace Meal as follows:

For home-bound residents living outside of the city limits of Bloomington, the Trust will remit payment to Peace Meal at the end of every month commencing May 1, 2008 and ending April 30, 2009, said payments not to exceed a maximum cumulative annual amount of Seven thousand five hundred dollars (\$7,500). For home-bound residents living within the city limits of Bloomington, the City of Bloomington will remit payment to Peace Meal at the end of every month commencing on May 1, 2008 and ending April 30, 2009 said payments not to exceed a maximum cumulative annual amount of Twenty-five thousand dollars (\$25,000). The monthly amount to be paid by the Trust, and the City of Bloomington to Peace Meal shall be calculated based on the cost to Peace Meal of providing meals pursuant to this Agreement as said costs are detailed in the monthly statements required by paragraph 5.

3. Peace Meal agrees to provide an application screening service which identifies homebound adults who meet the eligibility criteria listed below for services financed by the Trust:

- a. Resident living in McLean County, Illinois;
- b. Unable to prepare own meal;
- c. No one available to prepare meal for the individual;
- d. Adult of any age meeting criteria of a, b, and c above;
- e. and other such requirements periodically established by the Trust and Peace Meal staff.

4. Peace Meal agrees to provide individual nutrition assessments, counseling and education to reinforce the importance of sound nutrition. Special attention will be given to modified diets.

5. Peace Meal agrees to provide monthly statements listing the names of clients, dates of deliveries, total number of meals, and the cost for providing meals to homebound persons living outside of the city limits of Bloomington, within the city limits of the City of Bloomington.

6. Peace Meal agrees to provide the Trust with a Final Report to accompany the last monthly statement. The Final Report will list:

- a. The number of individual adults served meals during the contract period and financed by the Trust, and the City of Bloomington;
- b. Demographic information on individuals served meals through Trust, and the City of Bloomington.

7. This Agreement may be terminated for any of the following reasons:

- a. At the request of the Trust upon thirty days written notice;
- b. At the request of Peace Meal upon thirty days written notice.

8. It is understood that the terms of this contract include all the agreements made by Peace Meal and the Trust regarding home-delivered meals to homebound adults, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

9. Severability: If any provision of this contract shall be held invalid or unenforceable, the remainder of this contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

City of Bloomington as Trustee

Stephen F. Stockton April 29, 2008
Mayor

ATTEST:

Tracey Covert April 29, 2008
City Clerk

Board of Trustees for Eastern Illinois University
And Senior Nutrition Program

Blair M. Lord May 28, 2008
Provost and VP for Academic Affairs

Jeffery L. Cooley May 30, 2008
Vice President for Business Affairs

B. J May 22, 2008
Project Director

CONTRACT REVIEWED BY:

Todd Greenburg May 5, 2008
Legal Department, City of Bloomington

APPENDIX A

HOLIDAY SCHEDULE FOR Peace Meal**

May 1, 2008 -- April 30, 2009
May 26, 2008--Memorial Day
July 4, 2008--Independence Day
September 1, 2008--Labor Day
November 27 and 28, 2008--Thanksgiving Holidays
December 24 and 25, 2008--Christmas Holidays
December 31, 2008 and January 1, 2009--New Year's Holidays
February 16, 2009--Presidents' Birthday
April 10, 2009--Good Friday

**All holidays will be confirmed by Peace Meal as they didn't have their calendar prepared as of this writing.

Motion by Alderman Huette, seconded by Alderman Schmidt that the contract 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: Renewal of Contracts with Hospitals for Outpatient Services

The John M. Scott Health Care Commission, in their approval of the FY 2008 - 2009 budget, recommended the renewal of contracts with BroMenn Health Care and OSF Healthcare System for the provision of hospital outpatient services to the indigent McLean County residents who meet Scott Trust eligibility guidelines. The attached contracts are for May 1, 2008 – April 30, 2009. The rationale for recommending this contract renewal is:

1. In FY 1993-1994, we established new procedures for the funding of hospital outpatient services. The hospitals agreed to do all of the screening, collect co-payments from the patients, reduce charges to Illinois Department of Public Aid rates for the Trust, and keep statistics on the

number of person served. At the end of the fiscal year, a report is sent to the Trust, at which time payment is made to the hospitals.

2. This procedure eliminated a tremendous amount of staff time, paperwork, phone calls, postage, printing cost, etc. We are able to distribute the dollars in a more efficient manner, resulting in service to a greater number of persons. Hospital administrators have appreciated the revised method.

Staff respectfully recommends that these contracts be approved.

Respectfully,

Ruth Ann (Sikora) Fraker
Director, John M. Scott Health Resources

Tom Hamilton
City Manager

AGREEMENT FOR FUNDING OF HOSPITAL SERVICES

This agreement by and between the City of Bloomington, in its capacity as Trustee of the John M. Scott Health Care Trust (hereinafter called "Trust") and Bromenn Healthcare (hereinafter called "Hospital") for funding of hospital outpatient and emergency room services.

WHEREAS, the Trust has provided in its budget an allocation for hospital outpatient services to indigent McLean County residents; and

WHEREAS, the Hospital is actively engaged in providing such services.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a contract for the period of May 1, 2008 through April 30, 2009 whereby the Hospital agrees to discount the cost of covered services for patients meeting the guidelines of the Trust, which include:

General Guidelines:

- a. Persons who have been McLean County residents for at least one year;
- b. Persons who have been living in McLean County for at least four months and with the intent to establish residency; or
- c. Transients requiring assistance due to an accident or illness which by its nature precludes prompt travel.

Unless qualified as stated above, university or college students may not be applicants. Living in McLean County for the sole purpose of attending school shall not be sufficient reason to establish residency or the intent to establish residency.

Income Guidelines: (185% of Federal Poverty Level)

a. Family size	Income
1	\$19,236
2	\$25,896
3	\$32,556
4	\$39,216
5	\$45,876
6	\$52,536

b. Assets must be less than \$1,000 per person up to a maximum of \$2,000 per household.

Covered services:

- a. Emergency room
 - b. Outpatient services
 - c. No maternity coverage will be available
2. The approved disbursement procedures will be as follows:
- a. Eligibility for Trust financing will be determined by Hospital.
 - b. All determinations must be made within sixty days of first billing.
 - c. A completed financial statement along with current pay stub and/or tax return will be needed to determine eligibility.
 - d. A co-payment of Twenty-Five dollars (\$25.00) will be due from the patient for each account as established by the Hospital, at the time the discount is given.
 - e. Hospital will use per diem rate used by Illinois Department of Public Aid for payment for Trust funds.
 - f. Remainder of account will be adjusted off to Trust write off.
 - g. There will be no established limit on times a patient can qualify for Trust assistance.
 - h. Hospital Patient Accounts will keep a log book recording all transactions and disbursements of Trust funds.

3. The Trust agrees to provide Ten Thousand dollars (\$10,000) to be paid to the Hospital as follows:

Hospital will submit an end of the fiscal year report and invoice to the Trust, on or before April 30, 2009. This report will itemize the services provided by the Hospital. The Trust will reimburse the Hospital following receipt of the invoice.

Should the Trust elect to distribute more than Ten Thousand dollars (\$10,000) per fiscal year, the Trust will notify the Hospital in sufficient time to allow for distribution prior to year end.

4. This agreement may be terminated for any of the following reasons:
- a. At the request of the Trust upon thirty days written notice;
 - b. At the request of the Hospital upon thirty days written notice.

5. It is understood that the terms of this contract include all the agreements made by Hospital and the Trust regarding outpatient and emergency room services, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

6. Severability: If any provision of this contract shall be held invalid or unenforceable, the remainder of this contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

CITY OF BLOOMINGTON AS TRUSTEE

Stephen F. Stockton April 29, 2008
Mayor

ATTEST:

Tracey Covert April 29, 2008
City Clerk

BROMENN HEALTHCARE

Roger Hunt May 21, 2008
Administrator

CONTRACT REVIEWED BY:

Todd Greenburg May 9, 2008
Legal Department, City of Bloomington

AGREEMENT FOR FUNDING OF HOSPITAL SERVICES

This agreement by and between the City of Bloomington, in its capacity as Trustee of the John M. Scott Health Care Trust (hereinafter called "Trust") OSF Healthcare System, an Illinois not-for-profit corporation having its corporate office in Peoria, Illinois, owner and operator of St. Joseph Medical Center, located and doing business in Bloomington, Illinois (such system and Medical Center are hereinafter collectively referred to as "OSFHS") for funding of hospital outpatient and emergency room services.

WHEREAS, the Trust has provided in its budget an allocation for hospital outpatient services to indigent McLean County residents; and

WHEREAS, OSFHS is actively engaged in providing such services.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into a contract for the period of May 1, 2008 through April 30, 2009 whereby OSFHS agrees to discount the cost of covered services for patients meeting the guidelines of the Trust, which include:

General Guidelines:

- a. Persons who have been McLean County residents for at least one year;
- b. Persons who have been living in McLean County for at least four months and with the intent to establish residency; or
- c. Transients requiring assistance due to an accident or illness which by its nature precludes prompt travel.

Unless qualified as stated above, university or college students may not be applicants. Living in McLean County for the sole purpose of attending school shall not be sufficient reason to establish residency or the intent to establish residency.

Income Guidelines: (185% of Federal Poverty Level)

- | | |
|----------------|----------|
| a. Family size | Income |
| 1 | \$19,236 |
| 2 | \$25,896 |
| 3 | \$32,556 |
| 4 | \$39,216 |
| 5 | \$45,876 |
| 6 | \$52,536 |
- b. Assets must be less than \$1,000 per person up to a maximum of \$2,000 per household.

Covered services:

- a. Emergency room
- b. Outpatient services
- c. No maternity coverage will be available

2. The approved disbursement procedures will be as follows:

- a. Eligibility for Trust financing will be determined by OSFHS.
- b. All determinations must be made within sixty days of first billing.
- c. A completed financial statement along with current pay stub and/or tax return will be needed to determine eligibility.
- d. A co-payment of Twenty-Five dollars (\$25.00) will be due from the patient for each account as established by OSFHS, at the time the discount is given.
- e. OSFHS will use the rate used by Illinois Department of Public Aid for

payment for Trust funds.

- f. Remainder of account will be adjusted off to Trust write off.
- g. There will be no established limit on times a patient can qualify for Trust assistance.
- h. OSFHS Patient Accounts will keep a log book recording all transactions and disbursements of Trust funds.

3. The Trust agrees to provide Ten Thousand Dollars (\$10,000) to be paid to OSFHS as follows:

OSFHS will submit an end of the fiscal year report and invoice to the Trust, on or before April 30, 2009. This report will itemize the services provided by OSFHS. The Trust will reimburse OSFHS following receipt of the invoice.

Should the Trust elect to distribute more than Ten Thousand dollars (\$10,000) per fiscal year, the Trust will notify OSFHS in sufficient time to allow for distribution prior to year end.

4. This agreement may be terminated for any of the following reasons:
- a. At the request of the Trust upon thirty days written notice;
 - b. At the request of OSFHS upon thirty days written notice.

5. It is understood that the terms of this contract include all the agreements made by OSFHS and the Trust regarding outpatient and emergency room services, without regard to any oral conversation which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

6. Severability: If any provision of this contract shall be held invalid or unenforceable, the remainder of this contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

CITY OF BLOOMINGTON AS TRUSTEE

Stephen F. Stockton
Mayor

April 29, 2008

ATTEST:

Tracey Covert
City Clerk

April 29, 2008

OSF HEALTHCARE SYSTEM/ST. JOSEPH MEDICAL CENTER

Kenneth Natzke
Administrator

May 30, 2008

CONTRACT REVIEWED BY:

Todd Greenberg May 9, 2008
Legal Department, City of Bloomington

Motion by Alderman Huette, seconded by Alderman Schmidt that the contracts 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: Intergovernmental Agreement between the City and the McLean County Board of Health for Animal Control Services

For the past several years, an intergovernmental agreement has been in effect between the City and McLean County Board of Health, (MCBH).

Under this agreement, the MCBH assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City and will enforce all Illinois animal control laws and City Ordinances relating to animals. Services and conditions are outlined in the attached intergovernmental agreement. The agreement reflects an increase from \$83,460 to \$87,300, a 4.6% increase which has been budgeted in line item G15110-70990.

Staff has reviewed the proposed intergovernmental agreement and agrees its terms are fair and in the best interest of the citizens of the City. This intergovernmental agreement will be renewable on a year to year basis and will be in effect from May 1, 2008 through April 30, 2009, and renewable on May 1 of each additional year.

Staff respectfully recommends that Council approve the agreement with McLean County Board of Health in the amount of \$87,300, and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

AGREEMENT FOR ANIMAL CONTROL WARDEN SERVICES

This agreement for Animal Control Warden Service made this 1st day of April, 2008 by and between the McLean County Board of Health, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "Board of Health"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "Municipality").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four (24) hours per day within the corporate limits of the Municipality; and

WHEREAS, there is a need to remove stray or straying dogs and cats from within the corporate limits of the Municipality upon the request of the Municipality; and

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the Municipality upon the request of the Municipality. The Board of Health also agrees to remove dead dogs and cats in residential areas where the owner is unknown. When any dead animal, except a dog or cat with no know owner, shall be found on any private land in the Municipality it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal; and

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the Municipality during these time periods; and

WHEREAS, the Board of Health has the capacity to provide such services through its Animal Control Wardens; and

WHEREAS, the Board of Health, by and through the McLean County Health Department, has been designated as the supervising and administrative agent to administer animal control functions as defined in the Illinois Animal Control Act and County ordinances attendant thereto by the County of McLean; and

WHEREAS, the Board of Health wishes to provide such services to the Municipality through its

Animal Control Wardens.

IT IS THEREFORE AGREED AS FOLLOWS:

1. That parties enter this agreement for the period May 1, 2008 through April 30, 2009.
2. That the Board of Health agrees as follows:
 - A. To remove stray or straying dogs and cats from within the corporate limits of the Municipality upon the request of the Municipality twenty-four (24) hours day within a reasonable period of time.
 - B. To remove dead animals from within public areas of the corporate limits of the Municipality upon the request of the Municipality twenty-four (24) hours day within a reasonable period of time. Municipality agrees to provide a disposal site for said carcasses.
 - C. To remove dead dogs and cats in residential areas within the corporate limits, where the owner of the animal is unknown, twenty-four (24) hours day within a reasonable period of time. Municipality agrees to provide a disposal site for said carcasses.
 - D. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increase due to high levels of interaction with said animal, upon request from the Municipality twenty-four (24) hours day within the corporate limits of the Municipality within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper.
 - E. To continue to collect and remit to the Municipality all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the Municipality's ordinance governing animal and fowls.
 - F. To provide the Municipality written evidence, in a manner acceptable to the Municipality, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement.
 - G. To indemnify and hold the Municipality harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the Board of Health, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. That the Municipality agrees as follows:
 - A. To pay the Board of Health for such services eighty-seven thousand three hundred dollars (\$87,300), payable as follows: seven thousand, two hundred and seventy-five dollars (\$7,275) monthly beginning May 1, 2008, and continuing throughout the term of this agreement.
 - B. To indemnify and hold harmless the Board of Health from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the Municipality, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
 - C. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the Board of Health.
4. That the Board of Health and Municipality agrees as follows:
 - A. That this agreement may be terminated for any of the following reasons:
 - i. At the request of the Municipality upon ninety (90) days written notice;
 - ii. At the request of the board of Health upon ninety (90) days written notice.
 - B. That in the event this Agreement is terminated prior to its expiration, then the Municipality agrees to pay the Board of Health for any services outstanding rendered by the Board of Health.
 - C. That this Agreement includes all of the agreements made by the Board of Health and the Municipality without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.
 - D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or enforceable with respect to a particular circumstance, it shall nevertheless remain in full force an effect in all other circumstances.
 - E. That any issues pertaining to the sheltering of animals shall come under the Inter Governmental Agreement for Animal Control Center Services.

City of Bloomington
A Municipal Corporation

Stephen F. Stockton
Mayor

April 29, 2008

Attest:

Tracey Covert
Bloomington City Clerk

April 29, 2008

McLean County Board of Health

Robert J. Keller
Executive Director
McLean County Health Dept.

May 6, 2008

Motion by Alderman Huette, seconded by Alderman Schmidt that the Agreement for Animal Control Services in the amount of \$87,300 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: Intergovernmental Agreement between the City and McLean County Board of Health for Use of the McLean County Animal Shelter

For the past several years, the City and the McLean County Health Department, (MCBH) have had an agreement wherein the County Board of Health provides shelter for stray animals. The present contract expires April 30, 2008. For the period of May 1, 2008 through April 30, 2009,

the contract being proposed by the MCBH shows an increase of 4.63%, or \$2,600 per month from \$2,485 per month. This has been budgeted in line item G15110-70990.

Staff has reviewed the proposed intergovernmental agreement and agrees its terms are fair and are in the best interest of the citizens of the City. The intergovernmental agreement will be renewed on a year to year basis, renewable on May 1 of each year.

Staff respectfully recommends that Council approve the agreement with MCBH in the amount of \$2,600 per month and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

ANIMAL CONTROL CENTER AGREEMENT

This agreement for Animal Control Warden Service made this 1st day of April, 2008 by and between the McLean County Board of Health, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois (hereinafter called "Board of Health"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "Municipality").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats subject to impoundment that are picked up by a McLean County Animal Control Officer or any other authorized representative of the Municipality; and

WHEREAS the Municipality wishes to contract for prompt and quality shelter for stray or straying dogs and cats subject to impoundment that are picked up within its jurisdictional boundaries; and

WHEREAS the Board of Health has the capacity to provide such services and will permit twenty-four (24) hour, seven days per week access to the Mclean County Animal Control Center; and

WHEREAS the Board of Health wishes to provide such services to the Municipality through this agreement.

IT IS, THERFORE, AGREED by and between the Board of Health and the Municipality as follows:

1. The parties enter into this agreement for the period May 1, 2008 through April 30, 2009.

2. The Board of Health agrees to provide shelter to stray or straying dogs and cats placed in the Animal Control Center by any authorized representative of the Municipality.
3. The Board of Health agrees to assist the Municipality in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of person reclaiming animals placed in the Animal Control Center by an authorized representative of the Municipality and provided within the Animal Control Center information and education materials to residents of the Municipality concerning ordinances prohibiting animals from running at large.
4. The Municipality agrees to pay to the Board of Health for such services \$2,600.00 per month while this agreement is in effect.
5. Payments for services rendered pursuant to this agreement will be made by the Municipality to the Board of Health through its McLean County Health Department monthly no later than the 15th day of each month.
6. The Board of Health shall indemnify and hold the Municipality harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the Board of Health, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any action seeking recovery of money or other remedies.
7. The Municipality shall indemnify and hold harmless the Board of Health from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the Municipality, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
8. All stray or straying dogs and cats placed in Animal Control Center by a representative of the City of Bloomington shall be subject to all of the ordinances, rules and regulations of the Board of Health and the County of McLean. The persons reclaiming such animals shall be required to first pay all such return, boarding, registration, and veterinarian fees associated with such ordinances, rules and regulations in addition to the reclamation/release fee of the Municipality.
9. This agreement may be terminated at the request of the Municipality or of the Board of Health upon ninety days written notice being provided by either party to the other.
10. It is understood that the terms of this agreement include all of the agreements made by the Board of Health and the Municipality without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto and that any changes must be agreed to by both parties in writing.

11. If any provision of this agreement shall be held invalid or unenforceable the remainder of the agreement shall nevertheless remain in full force an effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.

City of Bloomington
A Municipal Corporation

Stephen F. Stockton
Mayor

April 29, 2008

Attest:

Tracey Covert
Bloomington City Clerk

April 29, 2008

McLean County Board of Health

Robert J. Keller
Executive Director
McLean County Health Department

May 6, 2008

Motion by Alderman Huette, seconded by Alderman Schmidt that the Agreement with McLean County Board of Health for use of the Animal Shelter in the amount of \$2,600 per month 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: Cooperative Agreement between the McLean County Soil and Water Conservation District and the City

Staff respectfully recommends that Council approve the Annual Agreement between the City and the McLean County Soil and Water Conservation District for services promoting conservation practices in the Lake Bloomington and Evergreen Lake watersheds. The Agreement calls for the City to annually pay the District \$70,480. These funds pay for the employment of Jim Rutherford at the District. His sole responsibility is to assist the City in all of its conservation endeavors in the watersheds.

Mr. Rutherford has been invaluable to the City over the last several years for talking to farmers in the watershed about the conservation practices, how they can help to control sediment and nutrient runoffs in the watershed, and in assisting staff at the Lake in finding tile locations so that other programs that are designed to improve water quality in the watersheds can be continued.

Additionally, Mr. Rutherford oversees the City's participation in the Conservation Reserve Program, Nutrient Sampling Program in Money Creek and Six Mile Creek, Nutrient Management Program, Development of an Artificial Wetland at Lake Bloomington, and represents the City's interest on the Mackinaw River Watershed Planning Committee.

Staff believes that this Agreement has been very positive for the City in the past. There is no reason to think that it will not continue to be positive in the future. Mr. Rutherford's services have allowed the City to continue a very comprehensive Lake Management and Watershed Management program, at both Lake Bloomington and Evergreen Lake. His services are needed to continue those efforts for the next several years. These funds are budgeted in the approved Water Department Budget and staff respectfully recommends that Council approve the Agreement as presented.

Respectfully,

Brian Brakebill
Deputy City Manager

Tom Hamilton
City Manager

**COOPERATIVE AGREEMENT BETWEEN THE
McLEAN COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND THE CITY OF BLOOMINGTON**

This agreement is entered into on this 1st day of May, 2008, by and between the McLean County Soil and Water Conservation District and the City of Bloomington, Illinois to provide financial

assistance to the District. The term of this agreement is for one (1) year, commencing May 1, 2008 and ending April 30, 2009.

Purpose and Objective:

The City of Bloomington, Illinois (the "City") desires to cooperate with the McLean County Soil and Water conservation District (the "District") to encourage, promote and establish conservation practices in the Lake Bloomington and Evergreen Watershed areas to keep the soil on the land and out of the lakes.

The City Agrees to do the Following:

1. The City will pay to the District in four (4) equal quarterly installments during the said term the total sum of seventy thousand four hundred eighty dollars (\$70,480.00).

The District Agrees to do the Following:

1. The District shall apply said sum to administrative expenses, employment of a Watershed Soil Conservationist and to soil conservation educational programs and promotions.
2. The District shall prepare and submit to the City quarterly reports showing the application and manner of use of funds paid to it by the City.

It Is Mutually Agreed:

1. The agreement shall be effective on the date appearing in the first paragraph and shall continue in effect through April 30, 2009.
2. Ninety (90) days prior to the expiration of said term, the City will consider renewal of the agreement for an additional one-year term.
3. The agreement may be terminated by either party hereto by written notice to the other party at least ninety (90) days in advance of the effective date of termination.

McLean County Soil and
Water Conservation District

Mike Kelley
Chairman

City of Bloomington

Stephen F. Stockton
Mayor
Attest:

Tracey Covert
City Clerk

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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: Approval of the Second Amended Intergovernmental Agreement with the Bloomington-Normal Water Reclamation District (BNWRD) for the Long Term Combined Sewer Overflow Control Plan

On January 26, 2004, Council approved an intergovernmental agreement with BNWRD to share in the cost of constructing improvements to the Combined Sewer Overflow (CSO) on Sugar Creek at Caroline Street and at Graham Street. On December 12, 2005 the Council approved the Amended Intergovernmental Agreement BNWRD for the Long Term Combined Sewer Overflow Control Plan. Under the agreements, BNWRD will pay forty percent (40%) of the cost and City will pay for the remaining sixty percent (60%).

The total estimated cost for the improvements in the original agreement was \$13,838,000 for a sixty percent (60%). The City share was \$8.3 million. Under the agreement, BNWRD will apply for a low interest loan from the Illinois Environmental Protection Agency (IEPA) to finance the project.

The Second Amended Agreement differs from the current amended agreement in four (4) areas:

1. The revised estimated cost to complete the work is now \$20,500,000.
2. The revised estimated total principal of the IEPA loan is now \$20,300,000.
3. There are estimated to be \$200,000 in expenses which are not eligible to be included in the IEPA loan. The City is agreeing to pay its sixty percent (60%) share, not to exceed \$120,000.
4. The City's sixty percent (60%) share is estimated as \$12,300,000.

Funding to repay the City's share of the loan is included in the budget for the Storm Water Management Fund (X55100-74910).

As all items are in order, staff respectfully requests that Council approve the Second Amended Intergovernmental Agreement with BNWRD for the Long Term Combined Sewer Overflow Control Plan and concur with applying for a low interest loan from the IEPA.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

**SECOND AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN
BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT AND THE
CITY OF BLOOMINGTON OF THE LONG-TERM COMBINED SEWER OVERFLOW
CONTROL PLAN**

ARTICLE I

Purpose

The Long-Term Combined Sewer Overflow (CSO) Control Plan shows requirement of the Federal Combined Sewer Overflow Control Policy and fulfills facility planning requirements for partial funding from the Illinois Environmental Protection Agency (IEPA) Revolving Loan Fund. THE CSO Control Plan recognizes the need to provide further treatment to minimize and potentially eliminate any Impact of discharges to Sugar Creek. The Plan provides the infrastructure to eliminate several minor CSO outfalls and provides a minimum of primary treatment for those CSO outfalls which most frequently discharge to Sugar Creek. The minor CSO outfalls remaining in the existing combined sewer system will be monitored after improvements are in place to determine if the remaining CSO outfalls can be eliminated and which, if any, may provide further improvement.

ARTICLE II

Amended Agreement

**THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT (BNWRD)
AND THE CITY OF BLOOMINGTON (COB) AGREE TO THE FOLLOWING:**

1. To adopt and implement the Bloomington and Normal Water Reclamation District and City of Bloomington Long-Term Combined Sewer Overflow (CSO) Control Plan, prepared by The Farnsworth Group, and dated March 2003, as well as the First Addendum to said Plan.

2. That BNWRD has already spent approximately Two Million Three Hundred Ninety Thousand Dollars (\$2,390,000) on facilities necessary to this project. The estimated cost to complete the work is Twenty Million, Five Hundred Thousand Dollars (~~\$21,178,178~~) (\$20,500,000), including engineering costs and utility relocation expenses.

3. BNWRD will apply for an IEPA revolving loans in the principal amount totaling \$20,000,000 up to \$20,300,000 to fund the project. BNWRD will assume all costs for securing this loan.

4. The City of Bloomington agrees to pay to BNWRD the necessary amount to retire sixty percent (60%) of any IEPA loan principal and associated interest debt for a period of twenty (20) years. BNWRD shall be responsible for retiring the remaining forty percent (40%) of the IEPA loan principal and associated interest debt for a period of twenty (20) years. BNWRD may retire its forty percent (40%) of the principal prior to the end of the twenty (20) year loan life. In the event that the BNWRD elects to retire its share of the principal prior to twenty (20) years, the BNWRD will have the IEPA reschedule the loan so that the City of Bloomington is solely responsible to complete payment on the IEPA loan after the District has met its obligation.

COB also agrees to pay 60% of the estimated \$200,000 in non Loan eligible costs for Phase I, II, & III (such as Construction Inspection, Utility Relocation expenses, and miscellaneous costs) but not to exceed \$120,000.

5. BNWRD, at its own expense, will develop plans and specifications, bid and contract with contractors for the construction work contemplated in the CSO Control Plan dated March 2003 and Addendum I. The bidding specifications shall subdivide the project into three distinct phases. An alternative specification shall be offered which includes the entire project. The most cost beneficial bidding alternative as well as the availability of State Revolving Loan money during any given fiscal year of the project will both be considered in selection of the successful bid. Any bid that exceeds the amount of any IEPA loan shall be rejected.

6. Upon completion of the construction as outlined in the CSO Control Plan with Addendum I, the BNWRD shall assume ownership of the system as described in the CSO Control Plan, with Addendum I, and upon assuming ownership, will also assume all operating expenses of the CSO Relief Sewers and Storage Lagoons.

7. The BNWRD and the COB shall each be entirely responsible to repay their portion of the IEPA loan. Each party shall hold the other harmless from any obligation to pay the other party's share of the repayment on the loan. Should either party breach this Agreement, then the breaching party shall be responsible for the other party's reasonable costs and attorneys' fees.

8. THE BNWRD Staff shall explain the need for all change orders to the COB Engineer. Any change order which would necessitate an expenditure in excess of \$10,000 by the COB shall be approved by both the COB and the BNWRD.

ARTICLE III

Amendments

This Intergovernmental Agreement shall be binding upon all parties unless and until amended by agreement of all parties.

ARTICLE IV

Severability

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the agreement, or any part hereof, shall not render the remainder of this agreement invalid or unenforceable.

ARTICLE V

Effective Date

This Amended Intergovernmental Agreement shall continue in full force and effect beginning the 29th day of April, 2008 until such time as it may be amended or revised by the same action that caused its adoption. The parties hereto agree that the foregoing constitutes all of the agreement among all of the parties and in witness whereof, the parties have affixed their respective signatures on the date indicated below.

Bloomington and Normal
Water Reclamation District

Attest:

Kenneth Schroeder
President

H. Donald Merritt
Clerk

April 29, 2008

City of Bloomington

Attest:

Stephen F. Stockton
Mayor

Tracey Covert
City Clerk

April 29, 2008

Alderman Fruin questioned the cost increase. Tom Hamilton, City Manager, acknowledged the cost increase. The initial estimate was completed several years ago. Doug Grovesteen, Director of Engineering, addressed the Council. He stated the first amendment to this project had raised the cost estimate from \$13,000,000 to \$20,000,000. This second amendment would raise the cost by an additional \$200,000. Mr. Hamilton stated the final bills would come to the City as the project was almost complete.

Motion by Alderman Huette, seconded by Alderman Schmidt that the Amended 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: Joint Agreement between the State of Illinois acting through its Department of Transportation (IDOT) and the City for the Improvement of South Main Street (Business Route US 51)

IDOT desires to improve South Main Street (Busn. Rte. US 51) from Lafayette Street to Woodrig Road. The project will include resurfacing the pavement with hot mix asphalt and constructing a new five foot (5') wide Portland Cement Concrete sidewalk on the west side of the street from Hamilton Road to Woodrig Road. The sidewalk is estimated to cost \$37,058 and will be at the City's expense. There is \$40,000 in MFT funds (X20300-72530) budgeted in the approved 2008-2009 Capital Improvement Budget for this work. All other work on this project (estimated to cost \$970,824) will be paid for by IDOT.

Staff respectfully requests that Council approve the Joint Agreement with IDOT 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

AGREEMENT

This agreement entered into the 13th day of May, A.D., 2008, by and between the State of Illinois acting by and through its Department of Transportation hereinafter called the State, and the City of Bloomington, of the State of Illinois, hereinafter called the City.

WITNESSETH

WHEREAS, the State in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 6,563 feet of Main Street, FAP Route 730 US Route 51 Business, State Section (56) RS – 2 by resurfacing the main line from Lafayette Street to Woodrig Road, and constructing a new 5 foot PCC sidewalk on the west side only from Hamilton Road to Woodrig Road, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the City has requested to extend sidewalk from Hamilton Road to Woodrig Road to accommodate pedestrians; and

WHEREAS, the City is desirous of said improvement in that same will be of immediate benefit to the City residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The State agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The State agrees to pay for all right-of-way, construction and engineering costs, subject to reimbursement by the City as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	<u>Federal Reimbursable</u>		<u>State Responsibility State Matching</u>		<u>City Responsibility Local Participation</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
All constr. Costs excluding the following	\$ 644,513	80	\$ 161,128	20	NA	NA	\$805,641
Sidewalks inc all items to construct		NA	\$ 32,224	50	\$ 32,224	50	\$ 64,448
Sub Total	\$650,842		\$193,352		\$ 32,224		\$ 876,418
P&C Engr. 15%	\$ 97,627		\$ 29,003		\$ 4,834		\$ 131,464
Total	\$748,469		\$222,355		\$ 37,058		\$1,007,882

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering.

4. The City has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
5. The city further agrees that upon award of the contract for this improvement, the City will pay to the Department of Transportation of the State of Illinois in a lump sum from any funds allotted to the City, an amount equal to 95% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of the obligation including any non-participating costs on FA Projects in a lump sum, upon completion of the project based upon final costs.
6. The City further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit A proves to be insufficient, to cover said cost.
7. The City has adopted and will put into effect an appropriate ordinance, prior to the State's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as Exhibit B, and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the State from traffic capacity studies.
8. The city has adopted and will put into effect an appropriate ordinance, prior to the States' advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as part of this improvement, a copy of which is attached hereto as Exhibit C.
9. The City agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 51 Business without the consent of the State.
10. The City shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the State.
11. The City agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the State or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the State, to be relocated and/or adjusted, if required, at no expense to the State
12. Upon final field inspection of the improvement and so long as Main Street US Route 51 Business is used as a State Highway, the State agrees to maintain or cause to be

maintained the median, the Two (2) through traffic lanes on either side of the median and the left-turn and right-turn lanes, each lane being 12 feet and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the State.

13. Upon final field inspection of the improvement, the City agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the State, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, City owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by:

Performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids, plus structural failures to a maximum length of 12 feet between adjacent manholes. The State shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The City further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US/Illinois/CH Route 51. Drainage facilities, if any, at the aforementioned side roads located within the State right of way shall be the joint maintenance responsibility of the State and the City unless there is an agreement specifying different responsibilities.

14. The city agrees to provide written approval of that portion of the plans and specifications relative to the City financial and maintenance obligations described herein prior to the State's advertising for the aforescribed proposed improvement.
15. Under penalties of perjury, the City certifies that 37-6001563 is their correct Federal Taxpayer Identification Number and they are doing business as a governmental entity.
16. 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.
17. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement 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

Stephen F. Stockton
Mayor

May 13, 2008

April 29, 2008

(EXBIHIT C. BLOOMINGTON CITY CODE CHAPTER 37, SECTIONS 21 & 22)

Alderman Fruin questioned the need for a sidewalk in this heavily commercial area. Tom Hamilton, City Manager, explained the sidewalk was primarily for anticipated traffic from the Cedar Ridge Subdivision. This was an opportunity for the City to enhance a state project. The State of Illinois offered the use of Motor Fuel Tax (MFT) funds to complete the sidewalk. Usually, MFT funds cannot be used for things such as sidewalks. Alderman Fruin questioned if there could be sidewalks on both sides of the road.

Alderman Stearns expressed concern as she could not see much foot traffic in that area. She questioned the amount of the discount the state was offering through this agreement. Doug Grovesteen, Director of Engineering, addressed the Council. He would not have complete numbers until the job was bid by the state. He believed the savings would be approximately fifty cents (\$.50) per square foot. Alderman Stearns asked if this money could stay in the MFT fund and be used for other road projects. Mr. Hamilton responded that the state would have to approve any project which used MFT funds. The Council could decide to build the sidewalk now using MFT funds, or build it later using General Fund dollars. Alderman Stearns cited established neighborhoods within the City without sidewalks. She questioned if there was a comprehensive plan in place to provide sidewalks within established neighborhoods.

Alderman Schmidt cited her personal experience on the road in question as she drove it frequently. There was foot and bicycle traffic which would use a sidewalk. Mayor Stockton stated the argument could be made both ways. It was a busy street. He saw it as needed and appreciated by the area residents.

Alderman Hanson stated in his experience, the sidewalk was the last thing to be completed. Enhancing and improving utilities for newer neighborhoods sometimes warranted waiting on the sidewalk. He encouraged Alderman Stearns to look at this situation from an engineering viewpoint.

Mayor Stockton stated the City needed to ensure developers were required to contribute to the installation of sidewalks within their given developments. Mr. Hamilton stated the Council had set standards that sidewalks would be on both sides of any new development unless the road was not controlled by the City.

Alderman Fruin questioned if the Council could use extra money in their agreement with the state to have sidewalks on both sides of the road in question. Mr. Grovesteen offered to pose this question to the state.

Alderman Stearns encouraged the Council to begin talks regarding sidewalks in established neighborhoods and the need for a walkable city.

Motion by Alderman Huette, seconded by Alderman Schmidt that the Agreement for the Improvement of S. Main St., (Business Rt. US 51), 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: Motor Fuel Tax (MFT) Resolution for the Improvement of South Main Street (Business Route US 51)

The Illinois Department of Transportation (IDOT) desires to improve South Main Street (Busn. Rte. US 51) from Lafayette Street to Woodrig Road. The project will include resurfacing the pavement with hot mix asphalt and constructing a new five foot (5') wide Portland Cement Concrete sidewalk on the west side of the street from Hamilton Road to Woodrig Road. The sidewalk is estimated to cost \$37,058 and will be at the City's expense. In order to spend Motor Fuel Tax (MFT) Funds, the Council must pass a Resolution appropriating the funds. There is \$40,000 included in the approved FY 2008-2009 budget for this project.

Staff respectfully requests that Council approve the MFT resolution in the amount of \$40,000 for Section 08-00340-00-RS and authorize the Mayor and Clerk to sign same.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(RESOLUTION NO. 2008 – 35 ON FILE IN CLERK’S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Proposed Water Main Extension Agreement From Wayne W. Fisher for Property Located at 110 Washburn St. In McLean County

Wayne W. Fisher, property owner of 110 Washburn St. in McLean County (Tax ID 21-06-178-008) has requested permission to tap on to the City's Water Main to serve his property. Currently, the property is outside the City's Corporate Limits. Mr. Fisher has signed a Water Main Extension Agreement with the City wherein the property can be annexed to the City whenever the City so requests. The required tap on fee due for this property has been paid to date.

As all items are in order, staff respectfully recommends that Council approve a Water Main Extension Agreement with Wayne W. Fisher, property owner of 110 Washburn St., McLean County (Tax ID 21-06-178-008).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

WATER & PROPOSED WATER MAIN EXTENSION AGREEMENT

THIS Agreement made and entered into this 28th day of April, 2008, by and between the City of Bloomington, a Municipal Corporation, hereinafter called “City” and Wayne W. Fisher,

a married person and owner of the real property hereinafter described and hereinafter called "customer", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, City and Customer herein covenant and agree as follows:

1. City agrees to plan, supervise and permit the construction of approximately 130 feet of water main to be extended along the street(s) and highway(s) known as Washburn Street for use of the Customer in obtaining water service from the water reservoir and water main system of City to and for the benefit of the property or properties in McLean County owned by Customer and legally described as:

Lots 105, 106, 107 and 108 of Bloomington Heights Subdivision of Lots 17,18,19 and 20 in C.A. Nafziger's Subdivision of part of the Northeast ¼ of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian together with the east half of the vacated Thompson Avenue lying west of said lots, in McLean County, Illinois.

PIN# 21-06-178-008
(Tax I.D. No.)

A/K/A 110 Washburn St., in McLean County Illinois
(Street Address)

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the City.

2. Customer agrees to pay his share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. Customer's contribution is \$3,884.40 payable in advance, or the Customer agrees that he may pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. Customer agrees that said extended water main shall become the property of and subject to the control of the City as a part of its water distribution system and that Customer and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the City with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. Customer certifies that Wayne Fisher, a married person, the owner and mortgagee of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, Customer agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate

boundaries of the City of Bloomington, Customer will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time Customer could legally petition to do so, Customer will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of Customer to do any of the foregoing, the City in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, Customer will in an Annexation Agreement:

- (1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the City at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. Customer covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to Customer under the terms of this Agreement, except where express written permission has been procured therefore from City.

8. Customer and City agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

Wayne W. Fisher

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, Vellon Hale, a Notary Public in and for said County in the State aforesaid, do hereby certify that Wayne W. Fisher personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this 15th day of April, 2008, A.D.

Vellon Hale
Notary Public
My Commission Expires: October 23, 2010

ATTEST: City of Bloomington

Tracey Covert,
City Clerk

Stephen Stockton
Mayor

Motion by Alderman Huette, seconded by Alderman Schmidt that the Water Main Extension 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: Development Agreement between Illinois Wesleyan University and the City for the Construction of a Water Main in the 100 Block of University Avenue between Main Street and East Street

Illinois Wesleyan University (IWU) desires to remodel Pfeiffer Hall and Gulick Hall on their campus. The remodeling will include upgrading the sprinkler systems in both buildings. The existing water main in University Avenue which supplies these two (2) buildings is not large enough to supply sufficient fire flows for the upgraded systems. A new eight inch (8") water main is required from the existing ten inch (10") water main in Main Street approximately 225 feet to the service connections for the buildings. City staff has requested that the entire block be upgraded to an eight inch (8") pipe, requiring an additional approximately 172 feet of water main.

Staff has negotiated a Development Agreement with IWU to share the cost of the new water main. IWU will design and build the water main. The City will pay the construction cost of extending the water main the additional 172 feet. However, the cost to the City shall not exceed \$55,000. Payment to IWU will be made with Water Depreciation Funds (X50200-72540).

Staff respectfully requests that Council approve the Development Agreement with IWU and authorize the Mayor and City Clerk to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Craig Cummings
Director of Water

Tom Hamilton
City Manager

DEVELOPMENT AGREEMENT

This agreement is made this between the City of Bloomington hereafter referred to as the “City” and Illinois Wesleyan University hereafter referred to as “IWU”.

WHEREAS, IWU desires to remodel Pfeiffer Hall and Gulick Hall on their campus, and

WHEREAS, said remodeling well include an upgrade of the sprinkler systems in both buildings requiring larger water services, and

WHEREAS, the existing water main in 100 block of East University Street is not large enough to supply sufficient fire flows to the upgraded water services requiring a new 8 inch water main be installed from the existing 10 inch water main in Main Street easterly approximately 225 feet to the water service to Gulick Hall, and

WHEREAS, the City desires the 8 inch water main be extended the remaining approximately 172 feet to the existing water main in East Street,

Therefore the parties agree as follows:

1. IWU shall be responsible for preparing construction plans and obtaining the permits (together with all costs for same) for the proposed University Street water main from Main Street to East Street.
2. IWU shall pay all costs of construction for the water main from Main Street to the east end of the 8”x8”x4” tee serving the existing 3” water service to Gulick Hall (approximately station 2+25).
3. The City shall pay all costs of construction for the water main form the east end of the 8”x8”x4” tee serving the existing 3” water service to Gulick Hall (approximately station

2+25) to the existing water main in East Street, however, the cost to the City shall not exceed fifty five thousand dollars (\$55,000.00).

4. IWU shall cause the main to be constructed and shall invoice the City upon completion the cost as stated in item 3. Included with the invoice shall be documentation to substantiate the amount invoiced.

This agreement is made on the dates indicated below:

April 29, 2008

Attest:

City of Bloomington

Tracey Covert
City Clerk

Stephen F. Stockton
Mayor

April 9, 2008

Attest: Illinois Wesleyan University

Mary E. Phillips
Notary Public
My Commission Expires August 21, 2010

Millard Jorgenson
Director – Physical Plant

Motion by Alderman Huette, seconded by Alderman Schmidt that the Development 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: Utility Permit Application from the Illinois Department of Transportation for Sewer Repairs on Business Route 51 and IL Route 9

A Utility Permit from the Illinois Department of Transportation is required whenever work is performed in the State's right of way. Illinois Department of Transportation Utility Permit Applications must be approved for sewer repairs on Business Route 51 between Mulberry and Lafayette Streets and IL Route 9 between Clinton and Eugene Streets.

Staff respectfully requests that Council approve the application and that the Mayor and the City Clerk be authorized to execute the necessary documents.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Resolution to Cede "Private Activity Bonding Cap" to the Illinois Housing Development Authority for 2008

The Internal Revenue Code permits the City, as an Illinois Home Rule Municipality, to issue private activity bonds, which is capped at the rate of \$85 per capita per year (for population based on 70,970). The City has a volume cap of \$6,032,450 for calendar year 2008.

The Illinois Housing Development Authority works with communities to help working families and individuals achieve home ownership. The City has ceded over either all or a portion of the bond volume cap for the past several years for the successful Mortgage Credit Certificate (MCC) Program and/or the Mortgage Revenue Bond (MRB) Program. The MCC program allows first time homebuyers who hold the certificate to use twenty-five, (25%), of the interest paid on their mortgage loan, to a maximum of \$2,000 per year for the life of the mortgage, as a tax credit on their federal income tax return. The MRB program assists first time homebuyers to purchase homes in the City.

As in the past, this cede does not obligate the City financially or in any other way. The program is administered by local lending institutions who deal directly with IHDA. The accompanying resolution will accomplish the ceding of this year's remaining portion of volume cap to IHDA for 2008. Staff respectfully recommends that the Resolution be adopted.

Respectfully,

Mark Huber
Director of PACE

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 36

A RESOLUTION TRANSFERRING THE CITY OF BLOOMINGTON, ILLINOIS 2008 HOME RULE ALLOCATION OF PRIVATE ACTIVITY BONDING AUTHORITY TO THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY

WHEREAS, the City of Bloomington, Illinois (the "Municipality") as a home rule unit has a 2008 allocation of private activity bonding authority under Section 146 of the Internal Revenue Code of 1986, as amended, of \$6,032,450 (\$85 x 70,970 population) (the "Allocation"), which the Illinois Housing Development Authority ("IHDA") has requested the Municipality transfer to IHDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS, RESOLVES, as follows:

1. The Municipality hereby cedes and transfers its \$6,032,450 Allocation to IHDA.
2. The appropriate officers of the Municipality are hereby authorized and directed within 10 days of adoption of this resolution to send a certified copy of this resolution to IHDA and to the Governor's Office of Management and Budget – Debt Management Unit – Volume Cap Submission.

Upon motion by Alderman Huette, seconded by Alderman Schmidt, adopted the 28th day of April, 2008 by the vote, as follows:

AYES (number): 9

NAYS (number): 0

ABSENT (number):

ATTEST:

APPROVED:

Tracey Covert
City Clerk, Bloomington,
McLean County, Illinois

Stephen F. Stockton
Mayor, City of Bloomington,
McLean County, Illinois

April 29, 2008

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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 Bloomington Jaycees, requesting a Limited liquor license, (LB), for the event called Septemberfest, a charitable fundraiser to be held at the Interstate Center located at 2301 W. Market St., on Friday and Saturday, September 5 and 6, 2008 which will allow the sale of beer and wine by the glass for consumption on the premises.

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the application of Bloomington Jaycees, requesting a Limited Liquor License, (LB), for the event called "Septemberfest", a charitable fundraiser to be held at the Interstate Center located at 2301 W. Market St., on Friday and Saturday, September 5 and 6, 2008 which allows the sale of beer and wine by the glass for consumption on the premises. Present at the hearing were Liquor

Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen,; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Megan Kaiser and Jessica Stading, Jaycees members and Applicant representatives.

Commissioner Buchanan opened the liquor hearing. He requested that the Applicant present their request. Hannah Eisner, Deputy Corporation Counsel, addressed the Commission. She informed them that the "L" Limited liquor license was for non for profit organizations who were hosting charitable events. Megan Kaiser, Jaycees members and Applicant representative, addressed the Commission. She informed them that she would serve as Chairperson of this year's event. This would be her fifth year to be involved in this event. Ms. Stading was her co-chair and this would be her second year.

Commissioner Stockton arrived at 4:09 p.m.

Ms. Kaiser informed the Commission that the event would be moved from the Sale Barn to the Interstate Center. The event would host abnormal brewers. Tickets would be sold in advance and also be available at the door. Tasting tickets would be available at the event. The proceeds would be distributed to local charities. Ten (10) local charities had applied for funding. Septemberfest would have a local impact. Septemberfest was being organized by a committee of Jaycees' members. The Jaycees would have primary responsibility but would enlist 250 volunteers. There would also be a security staff of five (5) on duty during the event. Security staff was an Interstate Center requirement. The event will have a new name this year, Septemberfest. Septemberfest would not be a wild, crazy event.

Commissioner Clapp cited the new location. She questioned the Jaycees experience with alcohol. Ms. Kaiser restated that the event had previously been held at the Sale Barn. The Jaycees would be using the Interstate Center's mini expo. There had not been any problems or incidents with past events.

Commissioner Petersen addressed the new venue and questioned if there would be only one (1) entrance. Ms. Kaiser responded affirmatively as far as ticketing. The plan called for the entertainment to be held outdoors. Septemberfest attendees would exit through the building to the beer garden which would be fenced. Ms. Kaiser noted that Septemberfest would be held on the Friday and Saturday after Labor Day. She cited past difficulty when the entertainment was housed indoors.

Commissioner Stockton requested that the Applicant provide a site map for the event which would include the fenced exterior area. He noted that the bands would be outside playing music until midnight. The noise might carry as far as the Fox Creek Country Club Subdivision. The Jaycees needed a plan to address this by lowering the volume or by moving the entertainment indoors.

Commissioner Buchanan questioned if there would be tasting outdoors. Ms. Kaiser informed the Commission that either Miller or Budweiser would sponsor the outdoor beer garden. Each tasting would be provided in a five ounce (5 oz.) cup. Each tasting would cost .50.

Commissioner Buchanan expressed his hope for a higher price in order to discourage over consumption.

Commissioner Petersen questioned if there would be uniformed police officers at the event. Ms. Kaiser responded negatively. The Interstate Center had its own security personnel.

Commissioner Buchanan questioned total attendance and the percentage of beer aficionados. Ms. Kaiser noted that sixty percent (60%) was a mature audience. Approximately twenty percent (20%) were true beer aficionados. On Friday night, approximately forty percent (40%) of the attendees were college students. During the last couple of years, the event was expanded to two (2) nights. The only additional cost for the second night would be security. If the event is limited to a single night and the weather is bad, then the Jaycees would not reach their fund raising goal. She added that the college students usually come only one (1) of the two (2) nights. In the past, the Jaycees partnered with Checker Cab. Most of the taxicab companies participate in the event. One (1) will be selected as the official company.

Commissioner Petersen noted that he had visited the event on Saturday evenings. He described the event as well run and well supervised. He cautioned that there had not been a lot of food available. Ms. Kaiser informed the Commission that the Interstate Center would operate food concessions. Commissioner Petersen expressed his opinion that food was needed. It should be reasonably priced. He cautioned the Jaycees to be vigilant with the Friday night crowd.

Commissioner Buchanan questioned who would man the beer garden. Ms. Kaiser stated that the official sponsor, (Miller or Budweiser), would provide the staff. There would also be Jaycees' crew chiefs assigned to all areas. All alcohol service would be provided by ticket only. The tickets would be purchased from the Jaycees. The beer distributors would be present to pour.

Commissioner Stockton questioned if there was anything else booked at the Interstate Center. Ms. Kaiser responded negatively. Ms. Eisner questioned the decision to change venues. Ms. Kaiser cited the cost. The Jaycees would be see a considerable savings. She noted that the typical donation has been \$8,000.

Commissioner Buchanan expressed his opinion that the Applicant was well prepared.

Based on the above, the Liquor Commission recommends to the City Council that an LB liquor license for the Bloomington Normal Jaycees, for Septemberfest, a charitable fundraiser to be held at the Interstate Center located at 2301 W. Market St., on September 5 and 6, 2008 be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that the Applicant provide a site map.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Huette, seconded by Alderman Schmidt that an LB liquor license for the Bloomington Normal Jaycees for Septemberfest, a charitable fundraiser to be held at the Interstate Center located at 2301 W. Market St. on September 5 and 6, 2008, be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that the Applicant provide a site map.

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 Treehouse Lounge, Inc., d/b/a Treehouse Lounge, located at 2060 Ireland Grove Rd., for a TAPS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and the sale of all types of packaged liquor 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 Treehouse Lounge, Inc., d/b/a Treehouse Lounge, located at 2060 Ireland Grove Rd., requesting a TAPS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and the sale of all types of packaged liquor 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; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Gary Biddle and Jesse Crank, owner/operators and Applicant representatives.

Commissioner Stockton opened the liquor hearing. He requested that the Applicant present the business plan. Gary Biddle, owner/operator and Applicant representative, addressed the Commission. He introduced Jesse Crank, his co-owner/operator. The Treehouse had been in existence for twenty-five to thirty, (25 - 30), years. The business had changed ownership approximately one (1) year ago. They were presented with the opportunity to purchase the business. Mr. Crank had managed Ride the Nine for nine (9) years. This Application represented a business and a job opportunity to him. Mr. Biddle was owner/operator of the Copper Top Lounge located at 1107 W. Locust for the past eight (8) years. They planned to offer a lunch time pizza buffet as a quick lunch service. The plan for entertainment would

remain comedy. It would probably only be offered during the winter months. Comedy would begin in the fall on Friday and Saturday nights. He noted that music could be expensive.

Commissioner Petersen questioned if the plan included a beer garden. Mr. Biddle responded not at this time. He added that there would probably be a future request for same. He noted that cigarette butts were a constant issue. There was a fenced in area behind the business. At this time, there was no access to this area. He hoped to add a beer garden in the future. There was plenty of parking at this facility.

Commissioner Buchanan questioned clientele. Mr. Biddle expressed his opinion that the Treehouse needed additional customers. He cited the fact that State Farm Corporate South was located three (3) blocks away. There were plenty of businesses located nearby. He expressed his hopes to grow the business. Mr. Crank added that the Treehouse had been in business for over thirty (30) years. He also cited its proximity to State Farm. He expressed his opinion that this business should have been more successful.

Mr. Biddle addressed staffing on a busy Friday night. There would be two (2) bartenders, one (1) waitress, one (1) manager, and one (1) doorman. Mr. Crank added that he had been employed at Ride Nine for eleven (11) years. Most people will leave the premise if asked. Mr. Biddle stated that there were no other changes planned.

Commissioner Petersen questioned if there were two (2) entrances. Mr. Biddle acknowledged that there was a second door located adjacent to the bar. The walk-in cooler was also located in the same area. Additional staff would be hired if needed.

Commissioner Buchanan questioned if the current license holder also held a TAPS liquor license. He expressed his concern that patrons would consume immediately. He cited the possibility for a DUI, (Driving Under the Influence), situation. Mr. Biddle provided a different scenario. He cited his experience at the Copper Top. Patrons have purchased a six (6) pack to go, (golfing, home, etc.). It was a convenience sale. Packaged sales were not a profit center. He cited sales of less than \$100 per week. He also charged a premium price.

Commissioner Stockton cited past concerns by the Commission. They addressed the situation where the party continued to the car, the street, etc. He recommended that the cut off time for packaged sales be an hour before closing.

Commissioner Petersen questioned the number of TAPS liquor licenses. City staff acknowledged that they did not know. Commissioner Petersen questioned if Ride the Nine held a TAPS liquor license. Mr. Crank responded affirmatively. Ride the Nine also charges a premium price, (close to \$7 for a six pack of beer).

Commissioner Buchanan cited the new ownership. He questioned if there would also be a new corporation. Mr. Biddle responded affirmatively.

Hannah Eisner, Deputy Corporation Counsel, addressed the Commission. There were no conditions placed upon the existing license.

Commissioner Clapp expressed her support for stopping packaged sales at a certain time. She stated her discomfort with allowing packaged sales until closing time. Commissioner Stockton noted that the Commission had restricted sales within the Downtown. Ms. Eisner expressed her opinion that it would be better to change the City Code and not allow packaged sales with a "T", Tavern, liquor license. This condition, (restricting packaged liquor sale hours), would be difficult to police. Commissioner Stockton expressed his belief that any condition operated with a measure of good faith. Commissioner Buchanan expressed his opinion that this condition, (an hour before closing), would be enforceable if the Applicant agreed to it. Mr. Biddle responded affirmatively to such a condition.

Commissioner Stockton requested that this condition be included with the motion. The condition could be reviewed in the future. He added his intention was for the actual closing time of the business. Mr. Biddle stated that last call was last call. There would be no further sales. Commissioner Petersen noted that it would make the Commission's job easier when considering the next request.

Ms. Eisner questioned if it was the Applicant's intention to only sell six (6) packs of beer. Mr. Biddle responded negatively. He cited spirits. Items for sale must be in stock. The Treehouse would not stock pints or half pints or any single serve item. Commissioner Petersen questioned what the Council's reaction might be. Mr. Biddle stated his intention to work hard in an attempt to keep the business' insurance rate low.

Based on the above, the Liquor Commission recommends to the City Council that a TAPS liquor license for Treehouse Lounge, Inc., d/b/a Treehouse Lounge, located at 2060 Ireland Grove Rd., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that packaged sales cease one (1) hour prior to closing time.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Huette, seconded by Alderman Schmidt that a TAPS liquor license for Treehouse Lounge, Inc., d/b/a Treehouse Lounge located at 2060 Ireland Grove Rd., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that packaged sales cease one (1) hour prior to closing time.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Members of the City Council

From: Liquor Commission

Subject: Application of Lancaster Freitag, Inc., d/b/a Lancaster's, located at 513 N. Main St., for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to hear the application of Lancaster Freitag, Inc., d/b/a Lancaster's, located at 513 N. Main St., requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Lt. Tim Stanesa, Police Department; Tracey Covert, City Clerk; and Jan Lancaster, owner/operator and Applicant representative.

Commissioner Stockton opened the liquor hearing. He requested that the Applicant present the business plan. Jan Lancaster, owner/operator and Applicant representative, addressed the Commission. She expressed her belief that the Application was self explanatory. Lancaster's had been in business for eleven (11) years. Tony Robbins had held a small interest in Lancaster, Freitag and Robbins, LLC. A new corporation was formed Lancaster Freitag, Inc. She and Rob Freitag each held an equal interest in the business. The change from an LLC to an incorporation was done for tax purposes.

Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for Lancaster Freitag, Inc., d/b/a Lancaster's, located at 513 N. Main St., be created, contingent upon compliance with all applicable health and safety codes.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion by Alderman Huette, seconded by Alderman Schmidt that an RAS liquor license for Lancaster Freitag, Inc., d/b/a Lancaster's located at 513 N. Main St., 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: Lake Bloomington Lease Transfer Petition for Lot 21, Block 3 of Camp Kickapoo from the Stephen and Sarah Pilcher to Gwen M. Newcomer

Staff has reviewed the Lake Bloomington Lease Transfer Petition and the septic system deficiency letter from the McLean County Health Department for Lot 21, Block 3 of Camp Kickapoo from the Stephen and Sarah Pilcher to Gwen M. Newcomer.

This system is a relatively new system, being constructed in 1992. It is a subsurface discharging system which means the effluent from the system does not discharge directly into Lake Bloomington reservoir and thus poses little threat to the water quality. The seepage field is slightly undersized, (58 square feet) but due to the subsurface drainage with this system, this is of little consequence. The pump chamber does not hold one and one half (1½) times the daily flow, but again this is a minor problem for a subsurface discharging system.

However, there are issues that need to be addressed immediately for staff to recommend approval of this lease transfer. The immediate issues are the system must be pumped and that the septic tank access is deeper than twelve inches (12”). Since the system will be pumped before the real estate closing, the City will require that risers be installed when the system is pumped to bring the septic tank access within twelve inches (12”) of the ground surface.

With these two (2) deficiencies being addressed, staff respectfully requests Council to authorize the approval of the Lake Bloomington Lease Transfer for Lot 21, Block 3 of Camp Kickapoo from the Stephen and Sarah Pilcher to Gwen M. Newcomer.

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Petition of Interchange City West, LLC for Approval of an Easement Vacation Plat for Lot 28 & 29 Interstate Business Park 8th Addition

A Petition has been received from Interchange City West, LLC for Approval of an Easement Vacation Plat for Lot 28 & 29 in Interstate Business Park 8th Addition. The request is to vacate the existing twenty foot (20') utility easement centered on the south property line of Lot 28, which is the north property line of Lot 29. 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 adopt an Ordinance approving the Easement Vacation Plat for Lot 28 & 29 of Interstate Business Park 8th Addition.

Respectfully,

Doug Grovesteen
Director of Engineering

Tom Hamilton
City Manager

PETITION FOR VACATION OF GENERAL UTILITY EASEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes Interchange City West, L.L.C., an Illinois Limited Liability Company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner has an interest as Owner in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of the general utility easement adjacent to said premises;
3. That said vacation of general utility easement is reasonable and proper because such easement is not needed in that the property has been replatted as the Resubdivision of Interstate Business Park, 8th Addition, to the City of Bloomington, McLean County, Illinois.

WHEREFORE, your Petitioner prays that the general utility easement be vacated.

Respectfully submitted,

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

By: Robert J. Lenz
It's Attorney

ORDINANCE NO. 2008 - 29

**AN ORDINANCE PROVIDING FOR THE VACATION OF GENERAL UTILITY
EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of the general utility easement; 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 the general 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 general utility easement is hereby vacated.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 28th day of April, 2008.

APPROVED this 29th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

TRACT I: The South 10 feet of Lot 28 in Interstate Business Park 8th Addition, according to the Plat thereof recorded as Document No. 2008-00001024, being a part of the NW ¼ and a part of

the NE ¼, all in Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, Except the Ease 15 feet thereof and also Except the West 30 feet thereof.

TRACT II: The North 10 feet of Lot 29 in Interstate Business Park 8th Addition, according to the Plat thereof recorded as Document No. 2008-00001024, being a part of the NW ¼ and a part of the NE ¼, all in Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, Except the East 15 feet thereof and also Except the West 30 feet thereof.

Motion by Alderman Huette, seconded by Alderman Schmidt 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: Petition submitted by FOB Development, Inc., requesting approval of a Revision to a Portion of the Empire Business Park Preliminary Plan (addition of a cul-de-sac), which is commonly located east of Airport Road, north of Illinois Route 9 and west of Trinity Lane (Ward 9) (Case PS-01-08)

BACKGROUND INFORMATION:

Adjacent Zoning

north - B-1 Highway Business District
south - S-5 Airport District
east - B-1 & B-2 General Business Service District
west - S-2 Public Lands & Institutions District
Current Zoning: B-1 Highway Business District

Adjacent Land Uses

north - vacant land/agriculture
south - airport
east - vacant land/agriculture
west - cemetery & funeral home

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

The proposed revision to the preliminary plan applies only to the southwestern 15.3 acres of the 123.2 acre Empire Business Park Subdivision. The original preliminary plan, approved on February 13, 2006, had proposed that a private street would provide access from Trinity Lane to Lots 7, 8 and 9 located west of Trinity Lane and north of Illinois Route 9. The proposed revision to this preliminary plan is proposing that a public cul-de-sac street, to be known as “O’Hare Court,” will provide access from Trinity Lane to Lots 7, 8 and 9 and also to Lot 5 located to the west of Lots 7, 8 and 9. Since the proposed street name “O’Hare Court” is so similar to “O’Hara Street,” the name of another street in the City, a different street name should be used for this new public street.

The “Review of Development Proposal for Consistency with Local and Regional Comprehensive Plans” has resulted in the following project rating:

“C - Provides minimal features or acceptable alternatives, with 0 to 5 optional features. Favorable recommendation is possible.”

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, April 9, 2008. Arguments in favor of this petition were presented by Mr. William C. Wetzel, Attorney at Law, 115 W. Jefferson Street, Suite 400. He stated that this is a minor change and that it was currently appropriate to make it.

He noted the limitations of restricted access out to Illinois Route 9, and further explained that the petitioner felt that a public street would better serve these commercial lots rather than a private drive. Commissioner Shaw inquired whether the petitioner would be responsible for the cost of constructing the road to the higher standard of a City street. Mr. Emmons responded affirmatively, noting that the City would be responsible for maintenance.

Commissioner Shaw requested clarification that Trinity Lane and Cornelius Road were public streets. Mr. Emmons replied affirmatively. Commissioner Baughan inquired if the petitioner would be agreeable to choosing another name for the street. Mr. Wetzel replied that it was his belief that there would be no problem choosing another name that would be acceptable.

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

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented, the Planning Commission passed a motion by a vote of 8 to 0 recommending Council approval of this petition in Case PS-01-08.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends Council approval of this petition as presented.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

**PETITION FOR APPROVAL OF A REVISION TO A PORTION OF THE EMPIRE
BUSINESS PARK PRELIMINARY PLAN**

State of Illinois)
)ss.
County of McLean)

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

Now comes FOB Development, Inc., hereinafter referred to as Petitioner, respectfully
representing and requesting as follows:

1. Petitioner is interested in the premises described on the attached Exhibit “A” attached hereto and made a part hereof by this reference.
2. Petitioner seeks approval of a revision of a portion of the previously approved Empire Business Park Preliminary Plan and attaches hereto as Exhibit B a copy of the proposed revision.
3. That the only change sought by this revision is to extend a public street from trinity Lane westerly into Lot 5 as shown on the previously approved Preliminary Plan in lieu of the private street which had been shown on the previously approved Preliminary Plan.

WHEREFORE, your Petitioner prays that this revision to a portion of the previously approved Empire Business Park Preliminary Plan be approved as requested herein.

Respectfully submitted,

FOB Development, Inc.

William C. Wetzel
Its Attorney

ORDINANCE NO 2008 - 30

**AN ORDINANCE APPROVING THE REVISION OF A PORTION OF THE
PRELIMINARY PLAN OF THE EMPIRE BUSINESS PARK SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for approval of a Revision to a Portion of the Empire Business Park Subdivision, relating to the premises legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the requirements of the Bloomington City Code;

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

1. That the Revision to the Preliminary Plan for the Empire Business Park Subdivision as shown on Exhibit A is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED on this 28th day of April, 2008.

APPROVED on this 29th day of April, 2008

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

All that part of 355.15 Acres off the West Side of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, per "Survey of 355.15 Acres off of the West Side of Section 31" as shown in Plat Book 12, page 120, in the McLean County Recorder's Office, lying south of and adjacent to the South Lines of Golden Eagle South Subdivision and Golden Eagle South Subdivision First Addition, both in the City of Bloomington, McLean County, Illinois, per plat recorded March 15, 1999 as Document No. 99-7564 in said Recorder's

Office, and per plat recorded July 7 1999 as Document No. 99-21172 in said Recorder's Office, respectively, and lying south and east of the property approved for Cornelius Road and McGraw Park per City of Bloomington Ordinance 2002-90 approved October 28, 2002, except from the above the following:

- (1) Right of way conveyed to the Illinois Department of Transportation as shown by plat recorded March 24, 1995 as Document No. 95-5258 in the McLean County Recorder's Office, McLean County, Illinois.
- (2) A parcel of land conveyed to the City of Bloomington Illinois, for a portion of Airport Road and Cornelius Drive Right-of-way per Document No. 2003-40630 recorded on August 12, 2003, in the McLean County Recorder's Office, McLean County, Illinois.

Motion by Alderman Huette, seconded by Alderman Schmidt that the Preliminary Plan be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by Hossein Nateghpour and Dana Kowaleski requesting the Rezoning of 1002 South Main Street from B-1, Highway District to B-1, Highway Business District with the S-4 Historic Preservation District Overlay (Ward 1) (Case Z-04-08)

BACKGROUND INFORMATION:

Adjacent Zoning

north - B-1 Highway Business District
south - B-1 Highway Business District
east - R-1C Single Family Residence District
west - B-1 Highway Business District

Adjacent Land Uses

north - lawn mower repair shop
south - single family dwelling
east - single family dwelling
west - single family dwelling

Comprehensive Plan: recommends neighborhood commercial land use for the property in question.

The 50' x 136' property in question contains a land area of 6,800 square feet and presently is the site of a vacant wood-framed storefront/residence and a small storage shed. This storefront building was listed in the first published Bloomington City Directory, dated 1855-56. The attached historical summary on 1002 South Main Street, (prepared in January, 2008, by Mr. Greg Koos, Executive Director of the McLean County Museum of History), provides some background information on the historical significance of this building. In 1974, the Illinois Historic Preservation Agency had identified this building as being potentially eligible for inclusion on the National Register of Historic Places.

The petitioners recently purchased this property from the J. Austin Goforth Estate. They want to rehabilitate this building and bring it up to the standards of the International Property Maintenance Code. They are planning to disassemble it, salvage as many of its architectural elements as possible, and then rebuild it at the same location with both new materials and the salvaged architectural elements. They want to restore this building to its original architectural appearance.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:

The Historic Preservation Commission reviewed this petition on March 20, 2008 and passed a motion by a vote of 5 to 0 recommending to the Planning Commission approval of Case Z-04-08 for the S-4, Historic Preservation District Overlay Zoning.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, April 9, 2008. Arguments in favor of this petition were presented by Ms. Lorie Bruer, 705 West Mulberry Street. Ms. Bruer, a building contractor, testified that she was representing the owners, Mr. Hossein Nateghpour and Mr. Dana Kowaleski, in this matter. She stated that the intention is to disassemble the building, salvage as much as possible, rebuild it on a new foundation, and restore it to its original architectural appearance. She noted that there was no real foundation presently and there had been a significant amount of water damage to the building's interior as a result of storm water leaking through the roof. She testified that the petitioners could lease the restored building to someone operating a small commercial business use with an attached residence. The units could be leased separately, or the entire structure could be sold.

Mrs. Deborah Leshner, 1008 South Main Street, testified that she and her husband were concerned about how this change in zoning would affect their property. She stated that she favored rezoning the subject property but did not want her own property rezoned. Chairman Stan Cain assured Mrs. Leshner that her property was not included in the petition for rezoning.

Mrs. Velma Nordine, 905 South Center Street, testified that she approved of the rezoning. She stated that she is a member of the Old House Society and that her house was built in 1894. She chastened the City for allowing the Walgreen's project at Wood and Center to demolish some wonderful old homes.

Mr. Doug Grovesteen, Director of Engineering, observed that the Main Street right-of-way directly in front of the subject property is under the jurisdiction of the Illinois Department of Transportation. He noted that permission would have to be obtained from the IDOT office in Paris, IL, if the petitioners wanted to install balconies or overhangs projecting over the Main Street right-of-way.

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

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented at the public hearing, the Planning Commission passed a motion by a vote of 8 to 0 recommending Council approval of this petition for rezoning in Case Z-04-08.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends Council approval of this petition as presented.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Hossein Nateghpour & Dana Kowalewski, hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or are a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of B – 1 Business under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S – 4 and B - 1 zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioners by the present zoning of said premises.

WHEREFORE, your petitioners respectfully pray that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from B – 1 to S – 4 and B - 1.

Respectfully submitted,

Hossein Nateghpour & Dana Kowalewski

ORDINANCE NO. 2008 - 31

AN ORDINANCE REZONING 1002 SOUTH MAIN STREET FROM B – 1, HIGHWAY BUSINESS DISTRICT TO B – 1, HIGHWAY BUSINESS DISTRICT WITH AN S – 4, HISTORIC PRESERVATION DISTRICT OVERLAY

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit “A”; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit “A” shall be and the same are hereby rezoned from B – 1, Highway Business District to B – 1, Highway Business District with an S – 4, Historic Preservation District overlay.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of April, 2008.

APPROVED this 29th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

North 50 feet of the South 80 feet of Lot 3 in Wolcott’s Addition to the City of Bloomington, Illinois.

Alderman Schmidt complemented the petitioners on the idea to restore the building. The structure had character and she believed it was a wonderful plan.

Alderman Stearns concurred and stated this was an ambitious project. She questioned if the Main Street Redevelopment Plan was involved with this project. Tom Hamilton, City Manager, answered negatively. He stated the Main Street Corridor Study had encouraged this type of redevelopment.

Alderman Gibson questioned if there would be a cost to the City for this project. Mr. Hamilton answered negatively. Any changes to the building would be reviewed by the Historic Preservation Commission and would have to meet minimum standards. This location may be eligible for a historic places grant.

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

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Petition submitted by the Central Pointe Church of Christ requesting the Rezoning of 406 South Clinton Street and 801 East Taylor Street from R-2 Mixed Residence District to S-2 Public Lands and Institutions District (Ward 1) (Case Z-05-08)

BACKGROUND INFORMATION:

Adjacent Zoning
north - C-1 Office District
south - R-2 Mixed Residence District

Adjacent Land Uses
north - multiple family dwelling
south - single family dwelling

east - R-2 Mixed Residence District
west - R-2 Mixed Residence District

east - single family dwelling
west - single family dwellings

Comprehensive Plan: recommends low to medium density residential land use for the property in question.

The lot at 406 South Clinton Street is presently the site of the Central Pointe Church of Christ and an accessory off-street parking lot. The lot to the north at 801 East Taylor Street is also owned by the church and is the site of a single family dwelling and a parking lot for the church. The petitioner is planning to renovate this dwelling for use as a computer technology center. This proposed use is not permitted in the R-2 Mixed Residence District, but it can be defined as a “community center” or as “educational services” which are permitted uses in the S-2 Public Lands and Institutions District. Churches, synagogues and temples are permitted in the S-2 district and allowed by special use permit in the R-2 district.

PLANNING COMMISSION PUBLIC HEARING:

The Planning Commission held a public hearing on this petition on Wednesday, April 9, 2008. Arguments in favor of this petition were presented by Reverend Larry Johnson, Pastor of the Church, residing at 3324 Golden Eagle. Rev. Johnson testified that the idea to have a computer technology center came from working with youth groups. He said there was a desire to support the value of education and to enhance life skills. He noted that the house had been used as a parsonage and then as a rental home. He explained that the church itself does not have adequate space for the computer center. Commissioner Shaw inquired if the parking would be adequate with the additional use. Rev. Johnson responded that the hours of operation for the computer technology center and the church hours would not conflict. He stated that he did not believe that parking would be an issue. Commissioner Wills believed that it seemed to be a great idea and would be an asset to the community.

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

PLANNING COMMISSION RECOMMENDATION:

After having given due consideration to this petition and the testimony presented at the public hearing, the Planning Commission passed a motion by a vote of 8 to 0 recommending Council approval of this petition for rezoning in Case Z-05-08.

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission and respectfully recommends Council approval of this petition as presented.

Respectfully,

Kenneth Emmons
City Planner

Tom Hamilton
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Central Pointe Church of Christ, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of R – 2 Mixed Residence under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S – 2 Public Lands and Institution zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R – 2 Mixed Residence District to S – 2 Public Lands and Institutions.

Respectfully submitted,

By: Larry E. Johnson

ORDINANCE NO. 2008 - 32

**AN ORDINANCE REZONING 801 E. TAYLOR STREET, 406 S. CLINTON STREET
FROM R – 2, MIXED RESIDENCE DISTRICT TO S – 2 PUBLIC LANDS AND
INSTITUTIONS DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit “A”; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit “A” shall be and the same are hereby rezoned from R – 2, Mixed Residence District to S – 2, Public Lands and Institutions District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of April, 2008.

APPROVED this 29th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

801 East Taylor Street: The West half of Lot 6 and all of Lot 7 in Robinson Heafer and Other's Addition to the City of Bloomington, McLean County Illinois.

406 South Clinton Street: The West 120 feet of Lot 8 in Robinson Heafer and Other's Addition to the City of Bloomington, McLean County, Illinois.

Motion by Alderman Huette, seconded by Alderman Schmidt that the Rezoning 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: Waive Formal Bid Process and Purchase NEOS Electronic Gaming System

Playworld Systems introduced an innovative, cutting edge new piece of playground equipment at the National Park and Recreation Association Congress in September 2007 called NEOS. NEOS is an electronic game for the whole body — and everybody. Nine (9) exciting games; three (3) skill levels; it is technology with an aerobic twist. Four (4) sleek towers house flashing lights, music, and sound effects. Players run back and forth, racing the clock and each other to slap the blinking lights. Each game presents a different set of challenges. Each game strengthens the mind, challenges the body, and delights the spirit. NEOS inspires laughter, smiles, and high energy cheers. It encourages memory retention, hand eye coordination, physical strength, and endurance.

NEOS is revolutionizing the playground in schoolyards, parks, and community spaces. Its modern design protects against harsh weather — even vandalism. NEOS is an investment in physical fitness, community building, family life, and education. It encourages teamwork and fosters healthy competition. People of all ages and activity levels can play, watch, and enjoy. This unit is mobile which will allow the department the ability to move it around to aid many different programs and facilities as needed.

This item was laid over by the Council at the March 24, 2008 meeting. Staff was instructed to request a product demonstration. A demonstration unit was available for use by the City from March 29 through April 4, 2008. The NEOS system was set up at the following locations:

Day	Date	Location
Saturday	March 29, 2008	O'Neil Park/Skatepark Grand Opening
Wednesday	April 2, 2008	Stevenson Elementary/gym classes
Thursday	April 3, 2008	Lincoln Leisure Center/programs
Friday	April 4, 2008	Oakland Elementary/gym classes

Staff believes this is an innovative new product to assist people of all ages to become more active in their leisure time. Let's Go Play, Inc., Tinley Park, Illinois, is the sole vendor for our area for this new product. We, therefore, respectfully request Council to waive the formal bid process and accept the quotation of \$29,900 from Let's Go Play, Inc., and authorize the Purchasing Agent to issue a purchase order for same. There are sufficient funds in the Equipment Replacement Fund account F14110-72140.

Respectfully,

John Kennedy
Asst. Director Parks and Recreation

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 31

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FOR THE
PARKS AND RECREATION DEPARTMENT FROM LET'S GO PLAY, INC. AT A
PURCHASE PRICE OF \$29,900**

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 Playground Equipment for the Parks and Recreation Department at a Purchase Price of \$29,900.

ADOPTED this 28th day of April, 2008.

APPROVED this 29th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Hanson had received questions regarding if electronic playground equipment would impact the life span and depreciation of all playground equipment. Dean Kohn, Director of Parks and Recreation, stated the electronic playground equipment would not replace traditional playground equipment. It would be an add on with an anticipated ten (10) year life cycle.

Alderman Stearns was not questioning the cost of the item. She believed this was an innovative piece of equipment. She read the schoolchildren's letters in support of this purchase. She did not believe now was the time to spend the money. This was a frill. The money should be put back into the General Fund and used for something more basic.

Mayor Stockton questioned if the issue with this playground equipment was simply the piece itself since the Council had already approved money to upgrade two (2) other parks. He reiterated that the Council does not oppose investing funds on Parks.

Alderman Stearns explained that the previous park upgrades were for replacements. The City needed to take care of equipment it has and address basic needs. She would consider this item in a better budget environment.

Tom Hamilton, City Manager, explained the funding for the proposed equipment was through the Equipment Replacement Fund which acts as a savings account for departments. Money was available through this fund for replacement or additional items. It was a revolving account which always has revenue.

Alderman Schmidt questioned the mobility of the new equipment and whether that would be a stress on personnel. Mr. Kohn explained the City already has a Special Events Crew. This particular equipment would be in that category so no additional staffing was necessary. She questioned if the City was foregoing any other parks projects to acquire this equipment. Mr. Kohn answered negatively.

Alderman Fruin stated the term replacement was misleading. It was more of an update. This equipment would be promoted to multiple age groups.

Alderman Gibson believed this equipment would be in the same category as the skate park. He saw many uses for the equipment and believed it would be well received.

Alderman Stearns cited the expenditures for the skate park and McGraw Park. She believed, due to budget, the City needed to return back to the basics. Mayor Stockton responded that back to the basics did not mean bare bones. The Parks Department was

asked to innovate and this was an option. Alderman Stearns reiterated her concern with street repair and questioned if enough was being spent to that end.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the formal bid process be waived, NEOS be purchased from Let's Go Play, Inc., in the amount of \$29,900, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

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

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

Nays: Stearns, Huette, and Purcell.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Approval of a Contract with Teska and Associates for Planning Services Regarding the West Bloomington Neighborhood Redevelopment Planning Process

Attached is a proposed contract for planning services to complete the neighborhood redevelopment planning process for the West Bloomington project area. This item was laid over by the Council at its April 14, 2008 meeting. This process started some months ago and was initiated by a consortium of neighborhood groups, the Economic Development Council, State Farm and the City. Teska and Associates were selected because of their experience in application of a grass roots planning process that has been successful in bringing together the many interests of a neighborhood to set forth a strategy that will move the area ahead in terms of economic development, housing, education, and sustainability. The area involved is generally bounded by Locust St. on the north, Lee St. on the east, Taylor St. on the south, and Morris Ave. on the west.

The first phase of this process will be completed with a Community Summit at Mt. Pisgah on May 8, 2008. This first phase represents about fifty percent (50%) of the process and has been funded jointly by State Farm and the EDC. This amounts to \$45,380 of a contract total of \$89,430.

It has been requested that the City fund the remaining half of the process at \$44,050 plus an estimated plan printing cost of \$5,600 for a total of \$49,650. Completion of the process is anticipated in November, 2008. This phase will include development of implementation actions during the summer and plan completion in the fall.

If successful, this process is viewed as a model that could be applied to any neighborhood in the future. Based on experience with this process in other cities, especially in Chicago neighborhoods, there is no reason that it should not be successful here.

Staff respectfully recommends that Council approve the contract with Teska Associates, Inc., for an amount not to exceed \$49,650. This was not a budgeted project for FY 07/08 and as such the funding should come from the City's contingency fund account #19110-70990.

Respectfully,

Tom Hamilton
City Manager

Mayor Stockton introduced this contract by stating growth was important. It brought prosperity and quality of life. Growth within the City was important but created responsibilities and the need to plan for same. The City needed to take steps to ensure new growth does not adversely impact other areas within the community. The City also needed to find ways to enhance and use the resources of its older neighborhoods. This was an outstanding opportunity to share ideas and costs with other organizations. He encouraged the Council to approve this item.

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

Motion carried.

Marty Vanags, Economic Development Council Director, addressed the Council. He was approached with this opportunity due to concerns about foreclosures on the west side. Economic development was a basic activity for everyone. It was a quality of life plan. The west side needed a little extra help. It was important to quantify and understand the west side. There were programs in place that would compliment this study.

Rick Heiser, 810 W. Jefferson St., Old Towne Neighborhood, had lived in the area for the past twenty-two (22) years. He had been active in the community for the past fifteen (15) years. He believed this project would improve the quality of life with the many initiatives available. The group needed help. As the area grows, the projects were becoming larger. This was a comprehensive plan and he requested the Council's support.

Wes Newport, 609 N. Mason St., Gridley, Allen, Prickett (GAP) neighborhood, requested the Council's support. This was a means to develop a framework with goals and expectations. There were several corporate sponsors and he requested the City join to make this happen.

Scott Goldstein, Principal - Teska and Associates, Inc., stated this neighborhood was special. More interest has been generated throughout the area over time, which was a

wonderful sign. This was a grassroots effort in the beginning outreach stage. The community had the opportunity for input through a Community Summit on May 8, 2008. The Council would be provided with recommendations.

There were several issues on the west side. Many concerns included the number of young people, low income and high poverty rates. There had been much participation from the community. Crime and safety were the two (2) main concerns. Teska and Associates, Inc. was a planning firm that worked with neighborhoods. It was a bottoms-up approach where action steps were identified for the future.

Mayor Stockton questioned what to expect with this process. Mr. Goldstein stated there would be a neighborhood plan which would benefit families and businesses. There would be block clean-up's and drawn streetscapes, home ownership and property maintenance. Mayor Stockton added there would also be policing plans and new lines of financing for homes.

Alderman Huette reiterated economic development would lead to job creation. These were measurable results which would have a positive impact on income and crime. Mr. Goldstein added there would be preliminary market analysis with specific strategies for the area. The three (3) strongest areas for the project were: 1.) economic development, 2.) housing, and 3.) safety.

Alderman Huette questioned the draw to bring investors to the area. Mr. Vanags stated there would be an enterprise zone which would hold incentives for investors. There could be tax credits, low interest loans and economic development tools to grow more business.

Laurie Manning, State Farm Insurance, stated the project was a community effort. It would impact the quality of life for all. Businesses could contribute in a variety of ways.

Alderman Sage questioned the long term vision and return on investment. How would the project involve the neighborhood to delivery of the final plan. Mr. Goldstein noted there would be action steps, market analysis, time frames, and identified resources. It was a stable area. The plan revolved around the neighborhood. The client was the task force. The plan would be matched to existing resources throughout the United States.

Mr. Hamilton stated the project had already secured a match to the City's contribution. Alderman Stearns questioned if the cost was comparable to other areas. Mr. Goldstein stated proportionately, yes.

Elizabeth Gruber, 502 W. Locust, Bloomington, addressed the Council. She questioned which objectives would be met if the Council did not agree to fund a portion of the project. Mayor Stockton stated the first portion was already funded through private donations. The second part would not be funded. She was in support of the project and encourage the Council to approve this contract.

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

Motion carried.

Motion by Alderman Gibson, seconded by Alderman Schmidt that the City become a corporate sponsor for the West Bloomington Neighborhood Redevelopment Plan between the Community Development Corporation of Bloomington Normal and Teska Associates, Inc. in the amount of \$49,650.

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:

Doug Grovesteen, Director of Engineering, presented the sole bid for Ireland Grove Road Roadside Safety Improvements. Freesen submitted a bid of \$84,117.51. The estimate was \$55,200, and the City had budgeted \$50,000 in the Fiscal Year 2007 - 2008 budget for guardrails along Ireland Grove Road. There were many safety concerns in the area and he encouraged the Council to proceed with this project.

Alderman Finnegan questioned if the cost increase for this project was justified. Mr. Grovesteen responded affirmatively. The cost was legitimate. The end pieces of guardrail were estimated at a lower amount.

Mayor Stockton stated this needed to be completed and questioned if there was any room for negotiating with the company. Mr. Grovesteen could not talk to the company until the bid is awarded. Once the bid is awarded, he can request a better price. Tom Hamilton, City Manager, stated the \$50,000 was already budgeted. The remainder could be funded through the developers who had agreed to help fund road work along Ireland Grove Road.

Alderman Hanson cited serious safety concerns. The City had been fortunate there had been no fatalities along that road. Guardrails would provide a safety improvement. Mr. Hamilton added in the long term there would be a complete upgrade to Ireland Grove Road which would include curb and gutter. Mayor Stockton believed the Council had to approve this bid due to liability issues.

Alderman Stearns questioned if there were other bidders who might be interested. Mr. Grovesteen believed the project was not large enough for outside bidders to come to the community.

Motion by Alderman Finnegan, seconded by Alderman Gibson that the bid for Ireland Grove Rd. Roadside Safety Improvement be awarded to Freesen, Inc., in the amount of \$84,117.51 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'S DISCUSSION: Mayor Stockton questioned the progression of road improvements. Tom Hamilton, City Manager, stated the resurfacing contract would be on the Council's May 12, 2008 meeting agenda.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Stearns questioned if there was a list of proposed streets to be resurfaced. Mr. Hamilton stated a list had been provided to the company. The City was waiting for feedback from the contractor to negotiate the streets and the amount.

Alderman Stearns invited everyone to a Ward 4 meeting at Holiday Park on June 14, 2008 from 2:00 to 4:00 p.m.

Alderman Purcell acknowledged the Arbor Day Celebration at Bent School. He also expressed his support of the westside redevelopment plan as presented tonight.

Alderman Schmidt questioned if the proposed City vehicle study had been completed. Mr. Hamilton stated it was completed. Mayor Stockton would review same.

Alderman Fruin expressed his excitement regarding encouraging news from the Bloomington Center for the Performing Arts and the US Cellular Coliseum.

Alderman Sage attended the 40th Anniversary Celebration for the Bloomington Parks and Recreation Department. It was a wonderful time. He also wanted to acknowledge the west side project. The presentation had increased understanding.

Alderman Finnegan concurred with Alderman Sage about the 40th Anniversary Celebration for the Parks and Recreation Department. He cited the Children and Elders Forest Planting Day which occurred Saturday, April 26, 2008.

Motion by Alderman Finnegan, seconded by Alderman Purcell, that the meeting be adjourned. Time: 10:06 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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