

**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 14, 2008.

The Meeting was opened by Pledging Allegiance to the Flag followed by Silent Prayer.

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

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

City Manager Tom Hamilton, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Proclamation

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

1. Declaring April, 2008 as National Donate Life Month.

Respectfully,

Tracey Covert
City Clerk

Tom Hamilton
City Manager

Mayor Stockton read the National Donate Life Month Proclamation. No one was present to accept same.

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

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

April 14, 2008

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

Nays: None.

Motion carried.

The following was presented:

Fire Chief Keith Ranney presented a Retirement Plaque to Nick Isaacs. Mr. Isaacs retired from the City at the rank of Asst. Chief. He was described as an excellent Firefighter. It was time for him to do something else some where else. Mr. Isaacs addressed the Council. He was enjoying his retirement. He had been employed by the City for thirty (30) years. He continued to serve as a volunteer Firefighter. He also enjoyed carpentry, serving as a substitute teacher and motorcycle riding.

Alderman Fruin expressed his hope that Mr. Isaacs enjoyed the change and challenge. Mr. Isaacs noted his value of education. He was pleased to see how the Fire Department had grown. He noted that as the job of Firefighter has changed, so have the expectations.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Council Proceedings of December 10, 2007 and Work Session Minutes of March 10, 2008

The Council Proceedings of December 10, 2007 and Work Session Minutes of March 10, 2008 have been reviewed and certified as correct and complete by the City Clerk.

Respectfully,

**Tracey Covert
City Clerk**

**Tom Hamilton
City Manager**

Motion by Alderman Gibson, seconded by Alderman Huette that the reading of the minutes of the previous Council Proceedings of December 10, 2007 and Work Session Minutes of March 10, 2008 be dispensed with and the minutes approved as printed.

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

April 14, 2008

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Bills and Payroll

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

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Huette 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

April 14, 2008

1. The twentieth partial payment to Economic Development Council in the amount of \$6,666 on a contract amount of \$400,000 of which \$133,333.20 will have been paid to date for work certified as 33% complete for the McLean County Economic Development. Completion date – August 2011.
2. The eleventh partial payment to Peace Meal in the amount of \$2,082 on a contract amount of \$25,000 of which \$22,902 will have been paid to date for work certified as 92% complete for the Peace Meals. Completion date – April 2008.
3. The eleventh partial payment to Peace Meal in the amount of \$624 on a contract amount of \$7,500 of which \$6,864 will have been paid to date for work certified as 92% complete for the John M. Scott Home Delivered Meals. Completion date – April 2008.
4. The sixth partial payment to Farnsworth Group in the amount of \$2,334.80 on a contract amount of \$60,945.31 of which \$49,362.91 will have been paid to date for work certified as 81% complete for the Downtown Main St. Beautification Preliminary Report, Field Survey & Project Development. Completion date – April 2008.
5. The first partial payment to Kirk C & D Recycling, Inc. in the amount of \$67,919.12 on a contract amount of \$187,000 of which \$67,919.12 will have been paid to date for work certified as 36% complete for the Demolition of 408 E. Washington St. Completion date – May 2008.
6. The sixth partial payment to Farnsworth Group, Inc. in the amount of \$17,796.69 on a contract amount of \$246,100 of which \$53,747.40 will have been paid to date for work certified as 22% complete for the Design/Development – Kickapoo Renovation. Completion date – October 2008.
7. The twenty-second partial payment to Farnsworth Group, Inc. in the amount of \$6,475 on a contract amount of \$203,300 of which \$199,232.01 will have been paid to date for work certified as 98% complete for the Constitution Trail – Grove to Hamilton. Completion date – November 2007.
8. The sixth and final payment to JG Stewart Contractors in the amount of \$951 on a contract amount of \$200,000 of which \$111,511.25 will have been paid to date for work certified as 100% complete for the 2007-2008 Sidewalk Replacement and Handicap Ramp Program. Completion date – November 2007.
9. The ninth partial payment to Terracon Consultants, Inc. (Dept. 1277) in the amount of \$484.26 on a per ton and hour contract of which \$27,804.66 will have been paid to date for work certified as ongoing for the 2007-2008 Asphalt & Portland Concrete Plant Inspection & Lab Testing. Completion date – July 2008.

April 14, 2008

10. The eleventh partial payment to Farnsworth Group in the amount of \$10,332.50 on a contract amount of \$130,300 of which \$94,493.33 will have been paid to date for work certified as 73% complete for the Tanner Street – Morris Avenue to Lake Dr. Completion date – April 2008.
11. The twenty-fifth and final payment to Stark Excavating, Inc. in the amount of \$2,855.59 on a contract amount of \$2,573,967.59 of which \$2,573,967.59 will have been paid to date for work certified as 100% complete for the Airport Rd. – Route 9 to Gill Street. Completion date – May 2006.
12. The twenty-seventh partial payment to Farnsworth Group in the amount of \$1,920.50 on a contract amount of \$384,300 of which \$363,027.07 will have been paid to date for work certified as 94% complete for the Kickapoo Force Main Design, Property Surveys and Brokaw Road Surveys. Completion date – February 2008.
13. The second partial payment to Stark Excavating, Inc. in the amount of \$7,723.80 on a contract amount of \$48,204.50 of which \$38,525.31 will have been paid to date for work certified as 80% complete for the Somerset Court Storm Sewer. Completion date – May 2008.

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

Respectfully,

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette 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:

April 14, 2008

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Request to Pay Stark Excavating, Inc. for Emergency Repair of City Sewer at the Intersection of East Locust Street and North Clinton Street

It was discovered that the existing brick manhole on the combination sewer in the intersection of East Locust Street (IL Rte. 9) and North Clinton Street (US Rte. 150) was collapsed and in need of replacement. As the need for the repairs was urgent to protect the public safety and due to the location of the manhole and the scope of the work, the Public Service Department requested the Engineering Department to retain a contractor to make the repair. Stark Excavating, Inc. made the excavation, removed the existing brick manhole and replaced it with a new precast reinforced concrete structure. They have submitted a time and materials bill for the work in the amount of \$13,882.25. Staff has reviewed the bill and finds it to be in order.

Staff respectfully requests that Council approve a payment in the amount of \$13,882.25 to Stark Excavating, Inc. for the replacement of the manhole with payment to be made with Sewer Depreciation Funds (X52200-72550).

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette 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:

April 14, 2008

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request for Payment of \$6,200.00 to The Grove on Kickapoo Creek, LLC for the City's Share of the Construction Cost of the Twenty Inch Water Main to the Grove on Kickapoo Creek Subdivision

On September 26, 2005, Council approved an Annexation Agreement with Eastlake Partners, LLC for the Grove on Kickapoo Creek Subdivision. Eastlake Partners, LLC has changed their name to The Grove on Kickapoo Creek, LLC. The Grove on Kickapoo Creek Subdivision is located on the north side of Ireland Grove Road, approximately 1 1/2 miles east of Towanda Barnes Road. The Annexation Agreement obligated the City to reimburse the developers for the City's portion of the water main that was necessary to bring potable water to the site. The developer's contractor has constructed approximately 4,200 feet of twenty inch water main in the Ireland Grove Road right of way or upon easements to this point.

The Grove on Kickapoo Creek, LLC has submitted a request for reimbursement in the amount of \$6,200. Staff has reviewed the request and finds it to be in order. There are funds budgeted for this expense in the Water Department's capital budget. Staff respectfully recommends that Council approve the payment of \$6,200 to The Grove on Kickapoo Creek, LLC with payment to be made from Water Depreciation Funds (X50200-72540).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette 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:

April 14, 2008

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waive the Formal Bidding Process and Negotiate the General Resurfacing Contract

Staff respectfully requests permission to waive bids and negotiate the General Resurfacing Project contract for the fiscal year 2008-2009 with UCM/Rowe for a price not to exceed \$2,676,000. In early 2001, Rowe Construction, Illinois Valley Paving, RA Cullinan, and others formed UCM and subsequently purchased Freesen Inc. Since that time, UCM/Rowe has been the only bidder to submit a bid for the City's bituminous concrete (asphalt) resurfacing projects.

Liquid asphalt and fuel costs continue to rise and UCM/Rowe is in a position to have employees and machinery available to begin resurfacing work. Staff believes that negotiating prices with UCM/Rowe will result in a cost savings to the City by taking advantage of a soft construction market and eliminating the staff expenses of the bidding process. Additionally, negotiating prices will allow the work to begin sooner than if let for bids.

After prices with UCM/Rowe have been negotiated, staff would then return to Council for authorization to enter into a contract. Money has been budgeted for street maintenance work in the fiscal year 2008-2009 budget as follows:

Resurfacing and Recycling	\$1,725,000	CIF	(X40100-72530)
PCC Pavement Repair	\$500,000	CIF	(X40100-72530)
Private Property Contribution	\$300,000	CIF	(X40100-72530)
Library Parking Lot	\$36,000		(X23100)
Morris Ave. Mill and Resurface	\$45,000	CIF	(X40100-72530)
Market St. Mill and Resurface	<u>\$70,000</u>	TIF	(X40300-70220)
Total = \$2,676,000			

Staff respectfully requests that the formal bidding process be waived, and staff be authorized to negotiate a general resurfacing contract.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Brian Brakebill
Deputy City Manager

Tom Hamilton
City Manager

Alderman Hanson addressed this item. He described street resurfacing as the first down of the Fiscal Year 2007/08 budget. This process provided the City with more bang for the buck. This item was a part of the City's Back to the Basics program. Rowe had provided the City with a good value. Resurfacing work would start earlier. The City needed to move forward with this work. He expressed support for the process presented by City staff.

April 14, 2008

Mayor Stockton noted that the streets were packaged. He acknowledged that there were trade offs.

Motion by Alderman Gibson, seconded by Alderman Huette that the formal bidding process be waived, and staff be authorized to negotiate a resurfacing contract with UCM/Rowe for General Resurfacing.

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 Structured Cabling System for Miller Park Zoo Animal Hospital

Staff respectfully requests Council approval to waive the formal bidding process and purchase the material and professional installation services for a Structured Cabling System (SCS) at Miller Park Zoo. The system being proposed will provide data and telephone services to the recently constructed Animal Hospital building, while also tying all four buildings (Main Entrance Building, Lab Building, Animal Hospital, and Rain Forest/Animal Building) together. This cabling system will allow staff to remove a second network connection in use today that provides access to the City network for the Rain Forest/Animal Building, saving approximately \$100 per month.

Staff has traditionally specified the Systimax brand of SCS, which was also the case with this project. In lieu of the formal bid process, staff invited all Systimax certified contractors within a sixty (60) mile radius of Bloomington to participate in a mandatory preproposal walk-through of the project and ultimately provide a proposal for the SCS project. There was a total of six (6) contractors. Two (2) of them declined to participate. The remaining four (4) firms submitted a proposal. Their amounts are listed below.

Zeller Digital Innovations, Inc.	Normal, IL	\$28,952.32	
B & B Electric, Inc.	Springfield, IL	\$28,560.00	
Heart Technologies, Inc.	East Peoria, IL	\$25,091.77	
WM Masters, Inc.	Bloomington, IL	\$15,365.00	**recommended

April 14, 2008

Recognizing the significant difference in price for the proposal submitted by WM Masters, Inc., staff contacted them to confirm all facets of the project were included in their proposal. Staff was assured that all facets were covered, and that WM Masters, Inc. was comfortable with their proposal. Having long term positive experience with WM Masters, Inc. on similar projects, staff believes they will complete the SCS installation as specified and recommends them for the project.

Staff respectfully requests that Council waive the formal bidding process, authorize the Purchasing Agent to issue a purchase order for \$15,365 to WM Masters, Inc., and the Resolution a adopted. Payment to be made with funds budgeted in the Information Services Repair and Maintenance Building (G11610-70510) account.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 22

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A STRUCTURED CABLING SYSTEM FOR
THE MILLER PARK ZOO FROM WM MASTERS, INC. IN THE AMOUNT OF \$15,365**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a Structured Cabling System for the Miller Park Zoo from WM Masters, Inc. in the amount of \$15,365.

ADOPTED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

April 14, 2008

Motion by Alderman Gibson, seconded by Alderman Huette that the formal bidding process be waived, the Structured Cabling System project be awarded to WM Masters, Inc. in the amount of \$15,365, 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 Enter a Professional Services Agreement with Farnsworth Group, Inc. for Design Services for the Replacement of the Water Main on Illinois Street

Staff is proposing a project to replace the water main on Illinois Street from Euclid Avenue to the west for 1500 feet, where the main is old, undersized and the site of frequent water main breaks. The Water Department is targeting water main replacement projects in areas where the data indicates water mains are at the end of their useful life or for other reasons, such as corrosive soils, frequent water main breaks, or do not meet service requirements. The water main on Illinois Street meets these criteria. The project will improve system reliability, fire protection, and pressure.

Staff respectfully requests that the formal bidding process be waived and an Agreement with Farnsworth Group, Inc. be approved in the amount of \$13,500. Funds for this project will be paid for with funds from the Water Department/Depreciation Fund, Consultant Services (Account # X50200-70050).

Respectfully,

Craig M. Cummings
Director of Water

Tom Hamilton
City Manager

April 14, 2008

RESOLUTION NO. 2008 - 23

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
FARNSWORTH GROUP, INC. FOR DESIGN SERVICES FOR THE REPLACEMENT
OF THE WATER MAIN ON ILLINOIS STREET IN THE AMOUNT OF \$13,500**

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

1. That the bidding process be waived and a Professional Services Agreement with Farnsworth Group, Inc. for Design Services for the Replacement of the Water Main on Illinois Street in the amount of \$13,500.

ADOPTED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this _____ day of March in the year 2008 between Farnsworth Group, Inc. hereinafter referred to as FGI, of 2709 McGraw Drive, Bloomington, Illinois 61704 and City of Bloomington of 603 West Division Street, Bloomington, Illinois 61701 hereinafter referred to as the CLIENT.

The Scope of Services to be provided under this agreement is as follows: As list in the letter to Craig Cummings, Dated 3-24-08.

The fee for the above described services will be \$13,500.

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and FGI.

April 14, 2008

FARNSWORTH GROUP, INC.

City of Bloomington
Client

Andrew C. Hanfland
Sr. Project Engineer
3-24-08

Stephen F. Stockton
Mayor
April 15, 2008

GENERAL CONDITIONS

Date: 3-24-08
Client: City of Bloomington
Project: Illinois Street Water Main
Replacement

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referenced as FGI and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: FGI shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to FGI and signed by FGI and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at FGI's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FGI may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend and/or terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of FGI. The Client shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty,

April 14, 2008

representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance With Law: In the performance of services to be provided hereunder, FGI and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Ownership of Instruments of Service: Any drawing, reports and data in any form, including electronic media (documents) generated by FGI, are Instruments of Service of FGI. Nevertheless, the documents shall become the property of the Client upon payment in full of all monies due FGI. The Client agrees not to reuse the documents for any purpose other than for the Project. The Client further agrees to waive all claims against FGI resulting in any way from any use or reuse of the documents and electronic files for any other project by anyone other than FGI. Electronic files furnished by FGI shall be subject to an acceptance period of thirty (30) days after which the electronic files shall be deemed accepted and FGI shall have no obligation to correct errors or maintain them. Differences may exist between the electronic files and the printed hard-copy documents. In the event of a conflict between the hardcopy documents prepared by FGI and electronic files, the hard copy documents shall govern. Client agrees to defend against all damages, liabilities or costs arising from any changes made by anyone other than FGI or from any reuse of the documents without the prior written consent of FGI. Delivery of the documents for use by the Client shall not be deemed a sale. FGI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Standard of Care: The services will be performed for the exclusive benefit of Client Services performed by FGI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by Members of the profession currently practicing under similar conditions. Except as set forth herein, FGI makes no other representation, guarantee or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by FGI or Client, or in any report, opinion, document or otherwise.

Limitation of Liability: Client agrees to limit FGI's liability to Client arising from negligent professional acts, errors, or omissions, such that FGI's total aggregate liability shall not exceed

April 14, 2008

\$50,000.00 or the total fee for this contract, whichever is greater. If Client prefers to have higher limits of professional liability coverage, FGI agrees, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of the total fee or \$500.00, whichever is greater. FGI is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of FGI's performance or nonperformance of its service. Any claim shall be deemed waived unless made by Client in writing and received by FGI within one (1) year after completion of the service.

Opinions of Cost: Since FGI has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive adding or market conditions, FGI's opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but FGI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof.

Indemnification: FGI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by FGI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom FGI is legally liable. The Client agrees, to the fullest extent permitted by law to indemnify and hold harmless FGI, its officers, directors, employees and subconsultants (collectively, FGI) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Clients negligent acts in connection with the Project and the acts of its contractors, subcontractors, FGI or anyone for whom the Client is legally liable. Neither the Client nor FGI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the first page of this Agreement until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon

April 14, 2008

such termination of this Agreement, Client shall pay and reimburse FGI for services rendered and costs incurred by FGI prior to the effective date of termination. The indemnification of FGI by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by FGI to subpoenas issued by any party other than FGI in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FGI's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FGI, they shall be based upon the hourly fee schedule annually adopted by FGI, as more fully set forth in Appendix A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Appendix A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement. The Client may either accept or reject any new fee schedule, in which instance a rejection would be deemed termination under this Agreement.

PROFESSIONAL ENVIRONMENTAL SERVICES

If Environmental Services are included in the scope of services on page 1, the following provisions shall apply:

Right of Entry: Client shall provide for FGI's right to enter property owned by Client and/or others in order for FGI to fulfill the scope of services for this Project.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of the work that FGI will perform on Client's behalf, Client waives any claim against FGI and agrees to defend, indemnify, and hold FGI harmless from any claim or liability for injury or loss that may arise because of alleged cross-contamination caused by sampling. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in

April 14, 2008

defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the properly line of the Project. Client agrees to waive any claim against FGI and to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from FGI's damaging underground utilities or other man-made objects that were not called to FGI's attention or which were not properly located on plans furnished to FGI. Client further agrees to compensate FGI for any time spent or expenses incurred by FGI in defense of any such claim, according to FGI's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Clients authorization, samples will be either delivered according to Clients instructions or stored for an agreed charge.

PROFESSIONAL SERVICES DURING CONSTRUCTION

If construction-related services are included in the scope of services on page 1, the following provisions shall apply:

Shop Drawing Review: Client agrees that FGI shall review shop drawing submissions solely for their conformance with FGI's design intent and conformance with information given in the construction documents. FGI shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades. Client warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to FGI.

Job Site: Services performed by FGI during construction will be limited to providing assistance in quality control and to dealing with questions by the Clients representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. FGI will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FGI will not be responsible for the Contractors obligation to carry out the work according to the Contract Documents. FGI will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

Authority and Responsibility: FGI shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, at other work aids.

April 14, 2008

ADDITIONAL PROVISIONS

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature to same in the form of Appendix B attached hereto and by reference made a part hereof.

March 24, 2008
City of Bloomington
603 West Division Street Bloomington, Illinois 61701

Attention: Craig Cummings, Director of Water

Subject: Illinois Street Water Main

Dear Craig;

As requested, Farnsworth Group, Inc. is pleased to submit to you the estimated professional services to complete the water main replacement along Illinois Street. The project location is along Illinois Street from Euclid Avenue to the west 1500 LF. The Scope for this project includes; survey, design, drafting and bidding assistance for the water main replacement.

This project will be completed while in close contact with the City's staff. Review meetings will be held to allow of the City's input to be included in the design of the project. The estimated professional services for the project are \$13,500 and will be completed on a Time and Material basis.

If you have any questions regarding this scope of the estimated services, please feel free to contact myself.

Sincerely,

FARNSWORTH GROUP, INC.

Andrew C. Hanfland, P.E.

Alderman Stearns questioned the bid process. Craig Cummings, Director of Water, addressed the Council. He noted that this item was a professional design contract. Alderman Stearns expressed her opinion that this work could be completed by City staff. Mr. Cummings informed the Council that the Engineering Department was capable of the work but did not have adequate staffing. Alderman Stearns stated that the City's direction was outsourcing. Tom Hamilton, City Manager, addressed the Council. He noted that the City's preference was to do design work in-house. Based upon work load or a project that needs to be expedited, projects can be outsourced.

April 14, 2008

Alderman Schmidt cited the work to be performed by the Farnsworth Group. Mr. Hamilton stated that the City does not bid out professional services or sole source providers. City staff negotiates contracts with sole source providers. He cited resurfacing as an example. The City also purchases off the State of Illinois' Purchasing Contracts and Western Alliance. These organizations have already taken bids on the item to be purchased. The City takes advantage of the pricing.

Alderman Fruin addressed rebidding and the amount of staff time involved.

Motion by Alderman Gibson, seconded by Alderman Huette that the formal bidding process be waived, the Agreement with Farnsworth Group, Inc. be approved in the amount of \$13,500, the Mayor and City Clerk 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: Police Uniform Bid

On March 12, 2008, bids were opened for Police work uniforms. Three (3) bids were received:

Ray O'Herron Inc.	Danville, IL
S. Harris Uniforms	Peoria, IL
LPD Uniforms.	Peoria, IL

The Police Uniform bid has no total contract price as items will only be purchased on an "as-needed" basis, therefore, the contract is for an amount not to exceed the annual budget for uniforms. The specification was developed to compare the costs of garments and accessories. The total budget for Police Officer uniforms is \$76,672. The cost to outfit one (1) officer with a standard uniform averages around \$1,600, not including footwear or accessories/body armor. New officers are provided an entire uniform, while veteran officers' uniform items are replaced on an "as-needed" basis.

April 14, 2008

Of the (3) bids received, only the bid from S. Harris Uniforms met the bid specifications. The other bidders offered substitute items that did not meet specifications. Quality, uniformity and consistency in appearance are standards that must be met. For these reasons, the bids with substituted items must be rejected. Staff respectfully requests that the bid from S. Harris Uniforms be accepted. The term of the bid is for one year, with (4) one-year renewal options ending April 30, 2012.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette that the bid be awarded to S. Harris Uniforms to provide Police Officer uniforms on an “as needed” basis, for the amount not to exceed the annual police uniform budget, the Purchasing Agent be authorized to issue a blanket Purchase Order for same, with the term of said bid being for one (1) year, with the option for four (4) one-year renewals.

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: Purchase of Server Virtualization Hardware and Software

Staff respectfully requests Council approval to purchase hardware and software that will allow us to begin to virtualize the City’s server infrastructure. With software from VMWare, Inc., and server hardware capable of supporting this software, staff can begin to minimize the number of physical servers the City needs to maintain. The process involves installing multiple “virtual” servers onto one physical server. This concept saves money by lowering electrical and cooling costs in the data center, by lowering the number of servers the City needs to purchase, by lowering the number of servers requiring maintenance contracts, and by lowering staff time required to maintain a higher number of physical servers.

April 14, 2008

Within the FY 2007-2008 budget, staff has budgeted to replace six (6) network servers. Staff recommends the purchase of two (2) larger servers and the VMWare software necessary to create a virtualized environment. As proposed, the City's virtual environment would begin with two (2) production servers and one (1) disaster recovery server. The VMWare software being proposed, would allow failover between physical servers, should one of them fail. This adds a degree of redundancy not currently available with the City's non-virtualized servers. With future software additions, the virtual environment will also allow staff to replicate data between servers located in different data centers. This level of protection could eventually keep critical systems up and running even in the case of a disaster that causes the loss of one of the City's data centers completely.

Staff requested quotes for the necessary VMWare software licensing. Results are listed below.

Hewlett Packard Sales	Springfield, IL	\$29,085.00	
Advanced System Designs	Morton, IL	\$27,256.15	**recommended
Sentinel Technologies, Inc.	Springfield, IL	\$27,423.00	

The server hardware would be purchased under the current waiver of the bidding process, whereby Council authorized staff to purchase directly from the State of Illinois contract with Hewlett Packard. This contract has been previously competitively bid. Pricing for the two (2) Hewlett Packard servers is listed below.

HP State of Illinois Contract	\$23,956.00
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Staff respectfully requests that Council authorize the Purchasing Agent to issue a purchase order for \$27,256.15 to Advanced System Designs and to the Hewlett Packard State of Illinois Contract for \$23,956, with payments to be made with funds budgeted in the Information Services Equipment Fixed Asset (F11610-72120) account.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette that the software be purchased from Advanced System designs in the amount of \$27,256.15, the hardware from Hewlett Packard in the amount of \$23,956 and the Purchasing Agent be authorized to issue Purchase Orders 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.

April 14, 2008

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Purchase of Replacement Network Firewall

Staff respectfully requests Council approval to purchase a replacement network firewall appliance. The replacement of this system has been budgeted for in FY 2007-2008. The firewall guards the perimeter of the City's data network from intrusion. The City's current firewall appliance was purchased in August, 2001. Although this firewall has performed well, it is now in need of replacement.

Staff has researched current technologies and believes a Cisco ASA firewall appliance to be the best fit as a replacement for the current firewall. Staff has requested proposals from Cisco partners (resellers) authorized to sell and install this firewall system. The results are listed below.

CDW Government, Inc.	Vernon Hills, IL	\$61,120.00	
STL Technology Partners, Inc.	Bloomington, IL	\$56,921.00	
Sentinel Technologies, Inc.	Springfield, IL	\$46,339.00	**recommended
Advanced System Designs	Morton, IL	\$53,781.10	

Staff respectfully requests that City Council authorize the Purchasing Agent to issue a purchase order for \$46,339 to Sentinel Technologies, Inc., with payment to be made with funds budgeted in the Information Services Equipment Fixed Asset (F11610-72120) account.

Respectfully,

Scott Sprouls
Director of Information Services

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette that the replacement firewall be purchased from Sentinel Technologies, Inc. in the amount of \$46,339, 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.

April 14, 2008

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Purchase Replacement Point to Point Solution for Wireless Network Connection to Lake Bloomington Processing Plant

Staff respectfully requests Council approval to purchase wireless radio and antenna equipment which will replace the existing network link to the Lake Bloomington water processing plant. This link originates on the top of the Hamilton Water Tank and terminates at a free standing tower on the property of the Lake's main processing plant. The existing equipment was purchased in 2004 and is in need of replacement. This replacement has been budgeted within FY 2007-2008.

The existing equipment operates within the unlicensed 5.8GHz radio frequency (RF) band. During the last two (2) years, there have been numerous times when this link has become very unstable. Staff believes that at least part of the problem is the increasing amount of wireless equipment being installed within the Bloomington/Normal area. This wireless link is critical, as it supports not only all standard network traffic for Lake Bloomington, but also all traffic relative to the SCADA system that controls the City's water distribution system.

Since the 5.8GHz band is unlicensed, anyone can purchase and use radio equipment that uses this RF band. Although most installers of this equipment attempt to confirm existing traffic and install their systems in such a way as to minimize the effect of their equipment on existing installations, inevitably there is interference between all these systems using the same frequency range.

As staff believes we are experiencing interference with the Lake Bloomington connection, we are seeking to replace the unlicensed radio equipment with new equipment that can be purchased with a licensed frequency. Staff has researched the current technology and believes the Horizon Compact radio from DragonWave, Inc. will be the best fit for the City's needs. The DragonWave radios are licensed within the 6GHz frequency range and would be purchased with a license that no one else could use. This will help to avoid the congestion that is currently being experienced with the unlicensed radios.

The DragonWave radios will also provide higher network speeds between Lake Bloomington and the City network. The equipment being proposed will provide up to 200mb of over-the-air bandwidth, and can be upgraded (simply with software updates) to 400mb. By comparison, the maximum speed provided by the current link is 54mb and, possibly because of the interference issue, it rarely performs at full speed.

April 14, 2008

Staff sought proposals from certified contractors for the sale and installation of the DragonWave radios. The results are listed below.

Kruger Communications	Burr Ridge, IL	\$38,940.00	
Sciencel Wireless	Lombard, IL	\$38,052.50	
Sentinel Technologies	Springfield, IL	\$37,650.00	** recommended
STL Technology Partners	Bloomington, IL	\$39,088.00	

Staff respectfully requests that Council authorize the Purchasing Agent to issue a purchase order for \$37,650 to Sentinel Technologies, Inc., with payment to be made with funds budgeted in the Water Purification Fixed Asset (F50130-72120) account.

Respectfully,

Scott Sprouls
Director of Information Services

Craig Cummings
Director of Water

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette that the wireless radios and network equipment be purchased from Sentinel Technologies, Inc. in the amount of \$37,650, 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: Change Order 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 invoice from IDOT was recently received. The City's total cost for this project is \$9,255.08 over the amount approved

April 14, 2008

on May 9, 2005. The extra cost includes \$3,492.20 for unforeseen sewer work and \$5,762.88 for additional pavement.

Staff respectfully requests that Council approve a change order to the Illinois Department of Transportation in the amounts of \$3,492.20 in Sewer Depreciation Funds (X52200-72550) and \$5,762.88 in Motor Fuel Tax Funds (X20300-72530) and sign the attached Resolution appropriating the required additional Motor Fuel Tax Funds.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Motion by Alderman Gibson, seconded by Alderman Huette that the Change Order be approved and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Extension of Agreement for Ambulance Billing Service with AccuMed

Staff respectfully recommends that Council approve extending the existing agreement for ambulance billing services with AccuMed located in Riverview, Michigan for an additional twenty-four (24) months. Fire Department office staff and administration have been satisfied with the services provided by AccuMed to date. No complaints have been received concerning the services provided by AccuMed from our customers. The Town of Normal also uses AccuMed to ensure uniform billing across the two communities.

Under the current agreement, (which expires May 31, 2009), AccuMed receives 7.25% of receipts. AccuMed has offered a two (2) year contract extension, (through May 31, 2011), with a rate reduction to 7.0%. Based on current billing projections this rate reduction will reduce the cost to the City by \$7,500.

April 14, 2008

When Requests for Proposals were requested in 2004, thirteen (13) responses were received. The proposed rates ranged from 5.0% to 8.5% of receipts, and the proposed terms ranged from three (3) to five (5) years. There was in excess of a hundred City staff hours involved in soliciting and reviewing of proposals. Additionally, there were a significant number of staff hours in setting up the transmission of records as well as establishing banking and credit card arrangements.

Staff believes it is unlikely that another vendor would be able to significantly improve the overall collection rate being provided by AccuMed, and that soliciting proposals would result in offers of rates and terms of agreement similar to those received in 2004. As a result, staff believes that any savings as the result of soliciting proposals would be more than offset by the staff hours required to complete the proposal process and to facilitate a transition to another vendor. Therefore, staff respectfully recommends that Council approve extending the existing agreement with AccuMed until May 31, 2011 at the reduced rate of 7.0%.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

Alderman Fruin questioned this item and if the City could obtain better pricing. Tom Hamilton, City Manager, addressed the Council. He noted that the Town of Normal also worked with this company. The City has a higher volume of calls for service. AccuMed offered better pricing and did a good job.

Alderman Fruin requested that the City go out for bid the next time. Mr. Hamilton noted that City staff would look at market conditions at the time.

Motion by Alderman Gibson, seconded by Alderman Huette that the agreement be extended until May 31, 2011, 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:

April 14, 2008

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Renewal of the Midco Maintenance Contract

Staff respectfully requests permission to extend the agreement with Midco for maintenance of the security system of the Police Department building and underground parking decks. This agreement will replace the existing one that expires on April 30, 2008, and will be effective for five (5) years. The agreement includes material, labor, software maintenance and telephone support, written reports, and preventative maintenance visits. Additionally, it includes repairs to the gates, cameras, and internal building access security systems.

The cost of this agreement is \$13,258 for the first year, \$12,729 for the second year, \$11,934 for the third year, \$11,669 for the fourth year, and the final year cost will be \$11,271 for a five (5) year total of \$56,355. Funds have been budgeted in G15110-70990.

Staff respectfully requests Council approval to renew the service agreement with Midco for maintenance of the security system of the Police Department building and underground parking decks.

Respectfully,

Roger J. Aikin
Chief of Police

Tom Hamilton
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Alderman Fruin addressed this item. He noted that the contract was scheduled to expire at the end of the month. He believed that the Council had no choice but to approve this item. He requested that the Council receive information well in advance of a contract termination date.

Mayor Stockton noted that there must be a balance between City staff and Council time versus value/cost of for the City. Alderman Fruin expressed support for consideration of outsourcing when City staff does not have the time available.

Motion by Alderman Gibson, seconded by Alderman Huette that the Agreement with Midco be renewed 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.

April 14, 2008

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Professional Services Contract

Staff respectfully requests approval of contracts to engage persons and/or groups represented by William Morris Agency, LLC; Theatreworks USA; Gurtman and Murtha Associates, Inc.; Robin Klinger Entertainment, LLC; Skyline Music, LLC; Agency for the Performing Arts, Inc.; International Creative Management, Inc.; Monterey International; and Off Broadway Booking, LLC to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Base expenses for the contracts will be \$151,000.

Staff further respectfully advises Council that contract provisions prohibit public announcements of any persons/groups and/or dates of services until said contracts have been executed by both parties.

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

(WILLIAM MORRIS AGENCY, LLC; THEATREWORKS USA; GURTMAN & MURTHA ASSOCIATES, INC.; ROBIN KLINGER ENTERTAINMENT, LLC; SKLINE MUSIC, LLC; AGENCY FOR THE PERFORMING ARTS, INC.; INTERNATIONAL CREATIVE MANAGEMENT, INC.; MONTERREY INTERNATIONAL; AND OFF BOARDWAY BOOKING, LLC; CONTRACTS ON FILE IN THE CLERK'S OFFICE)

April 14, 2008

Motion by Alderman Gibson, seconded by Alderman Huette that the contracts from William Morris Agency, LLC; Theatreworks USA; Gurtman and Murtha Associates Inc.; Robin Klinger Entertainment, LLC; Skyline Music, LLC; Agency for the Performing Arts, Inc.; International Creative Management, Inc.; Monterey International; and Off Broadway Booking, LLC be accepted in the total amount of \$151,000 and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Huette, Schmidt, 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: Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply

The former Richard's Sunoco Service Station was located at 1002 North Main Street, on the northwest corner of Main Street and Empire Street. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into Center Street, Madison Street, Roosevelt Avenue, and Empire Street right-of-ways and into adjoining properties.

Tests showed contamination from some substances above acceptable levels in the groundwater around the site. There is no further action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of coming into contact with the water through wells. The IEPA is requiring the City to pass an Ordinance prohibiting the use of groundwater as a potable water supply within the effected area as a requirement for issuance of a "No Further Remediation" letter to protect the public from that possibility.

The City has approved similar Groundwater Ordinances for other contaminated locations in the past. Staff respectfully recommends approval.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

ORDINANCE NO. 2008 - 25

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER
AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF
POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the City of Bloomington, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 Or Tier 1 residential remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, Illinois;

SECTION 1: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited within a rectangle whose corners are described by the following Illinois State Plane East Zone Metric Coordinates based on the North American Datum of 1983 (NAD 83) and as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

Corner Northing Easting

NW424,440243,720

NE424,440243,977

SE424,344243,977

SW424,344243,720

SECTION 2: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50.00 or more than \$100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 3: Definitions.

April 14, 2008

Person is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

Potable water is any water for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION 4: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION 5: Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION 6: Effective date.

This ordinance shall be in full force and effect from and after its passage.

PASSED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Huette that the Ordinance be passed.

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

April 14, 2008

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: Highway Authority Agreement/Leave-in-place Agreement

The former Richard's Sunoco Service Station was located at 1002 North Main Street, on the northwest corner of Main Street and Empire Street. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into Center Street, Madison Street, Roosevelt Avenue, and Empire Street right of ways and into adjoining properties. Based on a study done by Lewis, Yockey and Brown, Inc., the contamination in the right of way is deep enough to not impact maintenance of the street or most utilities. In the past, the City has executed a Leave-in-place or Highway Authority Agreement for similar situations.

As all items are in order, staff respectfully recommends that Council accept the agreement.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____, 2008 pursuant to 35 Ill. Adm. Code 742.1020 by and between (1) J. Leonard Richards ("Owner/Operator") and (2) The City of Bloomington ("Highway Authority"), collectively known as the "Parties."

WHEREAS, J. Leonard Richards is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1002 North Main Street ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

April 14, 2008

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 913484 to the Release
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release.
4. Attached as Exhibit B is a table presented by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.
5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates that it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct,

April 14, 2008

reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. This agreement shall be *referenced* in the Agency's *no further* remediation determination issued for the Release.
2. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
3. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
4. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any terms of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
5. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
6. This agreement supercedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
7. Any notices or other correspondence regarding this agreement shall be sent to the Parties at the following addresses:

April 14, 2008

Manager, Division of Remediation Management Bureau of Land
Illinois Environmental Protection Agency P.O. Box 19276
Springfield, Illinois 62974-9276

City Manager
City of Bloomington
109 FACE Olive Street
Bloomington, Illinois 61701

J. Leonard Richards
1113 North Livingston Street
Bloomington, Illinois 61701

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

City of Bloomington

Dated: April 15, 2008

Stephen F. Stockton
Mayor

J. Leonard Richards
Owner/Operator

(EXHIBIT A SHOWING GROUNDWATER CONTAMINATION; EXHIBIT B TABLE;
EXHIBIT C HIGHLIGHTS BLOOMINGTON, IDOT, & PARCELS ON FILE IN CLERK'S
OFFICE)

Motion by Alderman Gibson, seconded by Alderman Huette 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:

April 14, 2008

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Contract for Sale of Real Estate, a Conservation Easement, and a Management Agreement for Land Downstream of Evergreen Lake

Attached are three (3) documents that present a program where the City can acquire ninety (90) acres of land, accept a Conservation Easement for an additional seventy (70) acres, and enter into a Management Agreement for said 160 acres with the Prairelands Preservation Foundation. The ninety (90) acres to be purchased would be from Mr. Glenn "Chip" Henrichs. Mr. Henrichs is also a key member of the Prairelands Preservation Foundation which will manage the City owned land and adjoining land owned by Mr. Henrichs. The adjoining seventy (70) acres will be preserved via the Conservation Easement. The subject property adjoins Comlara Park, (City owned land), directly downstream of the lake spillway. This land is now being used as open space with occasional livestock pasturing.

The proposed agreement would include the City receiving a grant from the Illinois Clean Energy Foundation to purchase ninety (90) acres of property for \$500,000. The City would also agree to the land management agreement with the Prairelands Preservation Foundation for a period of fifty (50) years (2058). In short, this program would provide the land to the City at no cost and would insure it remaining in managed open space at no cost to the City for fifty (50) years.

An adjoining additional seventy (70) acres would remain in the ownership of Mr. Henrichs but he would grant to the City a Conservation Easement to insure that it also remains in a natural state. Thus, in total this program would result in 160 acres of land remaining undeveloped and functioning as environmental protection for the area downstream of our lake at no cost to the City. The easement would act as the match for the grant.

Given the natural open space management of nearly all of Comlara Park, this program is a natural fit for what is already going on at the Park. It also allows the City to control through the management plan this downstream property where we now have no control.

Staff cannot see any downside to this proposal. Based on the positive feedback from Council members, staff respectfully recommends that Council approve the attached documents contingent upon receiving a grant of \$500,000 from the Illinois Clean Energy Community Foundation.

Respectfully,

Tom Hamilton
City Manager

April 14, 2008

Seller:

Glenn Henrichs
217 S. Orr Dr.
Normal, IL 61761

Buyer:

City of Bloomington, Illinois,
a municipal corporation
109 E. Olive St.
Bloomington, IL 61701

Attorney:

Guy C. Fraker
306 E. Grove St.
Bloomington, IL 61701

Attorney:

Todd Greenburg,
counsel City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is entered into between Glenn Henrichs, hereinafter referred to as Seller, and the City of Bloomington, Illinois, a municipal corporation, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate, to-wit:

A tract of approximately ninety (90) acres located in Sections 1 and 2 in Township 25 North, Range 1 East of the Third Principal Meridian, in Woodford County, Illinois, which premises are north of and adjacent to the Evergreen Lake property owned by Buyer, a rough plat of which is attached hereto.

The exact legal description and precise acreage shall be determined by a survey to be provided by Seller at no expense to Buyer, which survey shall be done by a registered and competent surveyor prior to closing. Attached hereto and by reference incorporated herein is a plat map of Kansas Township along with surveys of, "Lot 4-S" and "Tract W", the latter two tracts not being part of the land being acquired by Seller.

(PIN # _____)

who agrees to pay \$500,000.00 therefor in the manner following: \$0.00 (inclusive of earnest money) upon the execution of this Contract and the remainder on or before the 1st day of May, 2008, and on receipt of deed.

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

April 14, 2008

of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed, and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 1st day of May, 2008.

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

5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available.

6. **ENCUMBRANCES:**

- A. Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
- B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties: No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;

8. **CONDITIONS OF TRANSACTION:** The obligation of the parties imposed by this contract are contingent upon the occurrence of the following:

- A. Buyer obtaining a grant from Illinois Clean Energy Community Foundation in the amount of \$500,000.00 to provide funds for the purchase of the above described premises. Said sum shall be sought with a grant application to be prepared by Prairielands Preservation Foundation as co-applicant which grant process shall be enabled by Seller at Seller's expense with Buyer's full cooperation. Said sum shall be sought with a grant application to be prepared by Buyer and PrairieLands Preservation Foundation as co-applicant. Said grant must be given on such terms and conditions as to meet the terms of this agreement.

April 14, 2008

- B. Contract contingent upon Seller completing purchase of above described Property on or before May 1, 2008.
- C. Seller shall grant to Buyer a perpetual conservation easement on approximately seventy (70) adjacent acres located in said section and township which Seller is purchasing concurrently with the above described premises. The exact description and precise acreage to be covered by said conservation easement shall be determined by the surveyor referred to be provided by Seller as aforesaid. Said conservation easement shall limit Seller as owner of said premises on his use and occupancy as set forth in Exhibit A entitled Conservation Easement Limitations which exhibit is attached hereto and by reference incorporated herein, which easement shall be in form as approved by counsel for both parties.
- D. Seller shall cause a management agreement to be entered into by and between Buyer and the Prairielands Preservation Foundation, an Illinois not for profit corporation which has 501 (c) (3) status, referred to herein as Foundation, which Foundation shall provide reasonable and adequate natural area management services for a period of fifty (50) years from and after completion of the transfer of the subject premises. Said agreement shall provide for access by the public subject to the limitations of safety and natural area maintenance and management. Said management agreement shall be on such terms and conditions as Buyer agrees.
- E. The purchase price herein set forth is calculated at ninety (90) acres for the sum of \$500,000.00. Should the amount conveyed to the City hereunder pursuant to such survey be less than ninety (90) acres, the price shall be reduced proportionately.

9. ADDITIONAL PROVISIONS:

- A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- D. Time is of the essence of this Contract;

April 14, 2008

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

11. **PREPARATION AND APPROVAL:** This Contract was prepared by Guy C. Fraker, Seller's attorney and approved by Buyer's legal staff.

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

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

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

15. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract.

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

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

SELLER

BUYER

City of Bloomington, Illinois, a
municipal corporation

Glenn Henrichs

By: Stephen F. Stockton 04/15/08

EXHIBIT A
Conservation Easement Limitations

The Conservation Easement to be granted by Seller to Buyer shall provide as follows:

1. Except for commercial or non-commercial agricultural purposes, including but not limited to raising crops and the maintenance by Seller of lane and other passageways related to

April 14, 2008

such agricultural uses and except for hunting, there shall be no industrial, commercial, or commercial recreational activity undertaken or allowed on the subject property.

2. There shall be no residence or other structures constructed or maintained on the subject property except interpretive signs “no hunting” “no trespassing” or similar signs on the property and except for fences or gates on the property.

3. The Seller may undertake any activity reasonably necessary to maintain the subject property and the condition which it exists on the date of this Conservation Easement, including the cutting of trees or clearing of brush.

4. Nothing contained in said easement shall permit access to the premises except for the purpose of Buyer monitoring compliance with the foregoing Conservation Easement.

5. Conservation Practices. All agricultural operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, utilizing the standards and specifications of the Natural Resources Conservation Service field office technical guide.

6. Excavation, Earth Moving and Minerals. There shall be no mining or drilling on the Protected Property other than the drilling of non-commercial water wells. “Mining” as used in this section shall include the removal for sale or similar commercial purpose of topsoil, sand, gravel, rock, minerals, gas, oil or other products that results in the alteration of surface topography of the Protected Property. The best available management practices, agreed upon by the Grantor and Grantee, shall be employed to minimize soil erosion and impacts on water quality during any activities that result in the disturbance of the topsoil or topography of the Protected Property.

7. Paving and Road Construction. Other than roads and barnyard areas indicated within the “Farmstead Area” on Exhibit B, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee. Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted.

Notwithstanding the foregoing, a limited portion of the Property may be covered with impervious paving material without the permission of Grantee if such paving is consistent with the conservation plan, or is required by law.

8. Dumping and Trash. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried or permitted to remain on the Property, except as reasonably required for the use of the Property as permitted hereby, and except in accordance with applicable law. Agricultural products; agricultural chemicals (including herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations); oil, fuels, and petroleum products for use in agricultural operations on the Property;

April 14, 2008

agricultural byproducts; and agricultural equipment used on the Property may be stored on the Property in accordance with applicable law.

(MAP OF THE AREA INCLUDING LAKE EVERGREEN; PLAT OF LOT 4-S AND PLAT TRACK W ON FILE IN THE CLERK'S OFFICE)

CONSERVATION EASEMENT

This CONSERVATION EASEMENT is being granted this 15 day of May, 2008 by GLENN HENRICHS, ("Grantor"), to CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation ("Bloomington").

RECITALS:

A. **PROTECTED PROPERTY.** Grantor is the owner in fee simple of approximately 70 acres in Woodford County, Illinois, which is described in Exhibit A attached hereto and incorporated by reference herein ("Protected Property").

CONSERVATION VALUES.

The Conservation Values of the Protected Property have not been and are not likely to be adversely affected to any substantial extent by uses of the Protected Property for the agricultural uses that are currently made of the Protected Property or which are authorized under this Easement.

The Protected Property is located in the drainage of the Mackinaw River which is the object of substantial preservation and restoration efforts by such conservation organizations as ParkLands Foundation, The Nature Conservancy, Prairielands Preservation Foundation and The Department of Natural Resources of the State of Illinois. The long term purpose of the restoration of the Mackinaw River is aquatic as well as terrestrial improving the overall health of the river and also in creating a large corridor of savannahs, prairies, wetlands, and timber.

The Mackinaw River is one of the highest quality waterways remaining in Illinois. Its drainage encompasses more than 728,000 acres and supports examples of mature mixed oak savannah, tall grass prairie both dry and wet, sedge meadow, and hill prairie. The site also supports several populations of biologically important native plant communities as well as nesting areas for several listed and non-listed but declining grassland species.

The City of Bloomington maintains substantial natural areas in and around its Evergreen Lake which drains into the Mackinaw River and its Comlara Park which is part of the area owned by the City and surrounding said lake.

The subject property is designated and set out for conservation use in the Woodford County Comprehensive Land Use Plan prepared by the Tri-County Regional Planning Commission in 1996.

April 14, 2008

The property in question possesses significant agricultural natural resource open space and scenic values of considerable importance to the Grantor, the people of Woodford County, the people of the City of Bloomington, and the parties hereto intend that the property should be maintained an agricultural production by the maintenance of the agricultural values thereof and that the natural habitat open space and scenic values of the property be preserved by the continuation of the agricultural and similar uses that have proven historically compatible with such values. The protection of said property is consistent with the City of Bloomington's public policy of conserving the aforesaid areas around its Comlara Park and Lake Evergreen.

The Grantor intends, as owner of the property, to convey to the City of Bloomington the right to preserve and protect agricultural values and the natural habitat, open space, and scenic values of the property as perpetually as set forth herein. The City of Bloomington by acceptance of this grant made hereby intends forever to honor the intentions of Grantor to preserve and protect in perpetuity the agricultural natural habitat, open space, and scenic values of the property as set forth below in this easement.

B. QUALIFIED ORGANIZATION. Bloomington is a municipal corporation and is an organization qualified under Section 170(h) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder, to receive qualified conservation contributions.

GRANT OF CONSERVATION EASEMENT:

For and in consideration of the facts above recited and of the mutual covenants, terms, conditions, and restrictions herein contained and pursuant to the laws of the State of Illinois and in particular 765 ILCS 120/1 through 120/6, the Grantor hereby grants and conveys as an absolute and unconditional gift unto Bloomington, its successors and assigns forever a Conservation Easement in perpetuity over the Protected Property consisting of the following terms and conditions ("Easement"):

1. PURPOSES. It is the purpose of this Easement to assure that the Protected Property will be retained forever in its condition as agricultural land or that the Protected Property remains substantially undisturbed in a natural condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservations Values of the Protected Property. Grantor intends that this Easement will confine the use of the Protected Property to activities that are consistent with the purpose of this Easement.

2. PROHIBITED USES/RESTRICTIONS. Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, **the following activities and uses are expressly prohibited except as provided in paragraph 3 below:**

2.1 Commercial Activity. Except for the agricultural uses described in paragraph 3.2 below and except for hunting, there shall be no industrial, commercial, or commercial recreational activity undertaken or allowed on the Protected Property. No right of passage shall

be granted or retained across or upon the Protected Property if that right of passage is used in conjunction with such prohibited activities.

2.2 Residences and Other Structures. Except for the structures described in paragraphs 3.2, 3.3 and 3.5 below, no residences or other structures shall be constructed or maintained on the Protected Property.

2.3 Density. Neither the Protected Property nor any portion of it shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement or otherwise; provided, however, that with prior written consent of Bloomington, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

3. GRANTOR'S RESERVED RIGHTS. The Grantor reserves for Grantor, Grantor's heirs, successors and assigns, all rights as owners of the Protected Property to use the Protected Property for all purposes that are not expressly prohibited herein and are not inconsistent with this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

3.1. Conveyance. Grantor may sell, give, mortgage, lease or otherwise convey the Protected Property, provided that such conveyance is subject to this Easement and written notice is provided to Bloomington in accordance with paragraph 6.5 below.

3.2. Agricultural Uses. Notwithstanding the restrictions in paragraph 2 above, the Protected Property may be used for any commercial or non-commercial agricultural purposes, including but not limited to raising crops, and the Grantor may maintain lanes and other passageways related to such agricultural uses.

3.3. Signs. Grantor may place interpretive signs and "no hunting," "no trespassing" or similar signs on the Protected Property.

3.4. Native Species. Grantor may undertake to restore and enhance the native plant and animal communities on the Protected Property.

3.5. Conservation Practices. All agricultural operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, utilizing the standards and specifications of the Natural Resources Conservation Service field office technical guide.

3.6. Excavation, Earth Moving and Minerals. There shall be no mining or drilling on the Protected Property other than the drilling of non-commercial water wells. "Mining" as used in this section shall include the removal for sale or similar commercial purpose of topsoil, sand,

April 14, 2008

gravel, rock, minerals, gas, oil or other products that results in the alteration of surface topography of the Protected Property. The best available management practices, agreed upon by the Grantor and Grantee, shall be employed to minimize soil erosion and impacts on water quality during any activities that result in the disturbance of the topsoil or topography of the Protected Property.

3.7. Paving and Road Construction. Other than roads and barnyard areas indicated within the "Farmstead Area" on Exhibit B, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee. Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted.

Notwithstanding the foregoing, a limited portion of the Property may be covered with impervious paving material without the permission of Grantee if such paving is consistent with the conservation plan, or is required by law.

3.8 Dumping and Trash. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried or permitted to remain on the Property, except as reasonably required for the use of the Property as permitted hereby, and except in accordance with applicable law. Agricultural products; agricultural chemicals (including herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations); oil, fuels, and petroleum products for use in agricultural operations on the Property; agricultural byproducts; and agricultural equipment used on the Property may be stored on the Property in accordance with applicable law.

3.9. Fences. Grantor may, but shall not be obligated to, repair, replace, maintain, improve or remove any fence and gate located on the Protected Property as of the date of this Easement. The Grantor may, but is not obligated to, construct, repair, replace, maintain, improve or remove additional fencing for uses permitted on the Protected Property and as the Grantor deems necessary to secure the Protected Property.

3.10. Preservation. Grantor may, but shall not be obligated to, undertake any activity reasonably necessary to maintain the Protected Property in the condition in which it exists on the date of this Conservation Easement.

3.11. Vegetation. Grantor may cut trees and clear brush on the Protected Property.

4. NOTICE OF EXERCISE OF GRANTOR'S RESERVED RIGHTS.
Although the Grantor need not obtain approval of Bloomington in order to exercise any reserved right, unless otherwise stated herein, the Grantor hereby agrees to notify Bloomington in writing before exercising any reserved right which may have an adverse impact on the conservation interests associated with the Protected Property.

5. CONSERVANCY'S RIGHTS AND REMEDIES. In order to accomplish the conservation purposes of this Easement, Bloomington shall have the following rights and remedies:

5.1. Remedies. Bloomington shall have the right to enforce by proceedings at law or in equity the provisions of this Easement including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of this Easement, subject to the reserved rights of the Grantor set forth herein. Bloomington, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act.

Nothing herein shall be construed to entitle Bloomington to institute any enforcement proceeding against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons; provided, however, that the Grantor shall notify Bloomington of any occurrence which would adversely affect or interfere with the conservation purpose of the Easement, whether caused by the acts or omissions of the Grantor or third parties.

Bloomington shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Protected Property, and the Grantor waives any bond requirement otherwise applicable to any petition for such relief. Bloomington shall have the right to report to regulatory authorities any environmental conditions, or any potential or actual violations of environmental laws, with respect to the Protected Property.

All reasonable costs incurred by Bloomington in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.

Notwithstanding the foregoing provisions of this paragraph 5.1., Bloomington shall not be entitled to recover monetary damages from Grantor if the Grantor has provided the notice described in paragraph 4 above and if Bloomington has failed to notify Grantor within thirty (30) days of Bloomington's receipt of such notice that the proposed exercise of the reserved right will have an adverse impact on the conservation interests associated with the Protected Property.

5.2. Right of Entry. Bloomington shall have the right to enter the Protected Property, in a reasonable manner and at reasonable times, but always upon prior notice to the Grantor, for the purposes of:

a. Inspecting the Protected Property to determine if the Grantor, or Grantor's heirs, successors or assigns, is complying with the provisions of this Easement;

April 14, 2008

b. Obtaining evidence for the purpose of seeking judicial enforcement of this Easement;

Bloomington' rights do not include the right, in the absence of a judicial decree, to enter the Protected Property for the purpose of becoming an operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act.

5.3. Limitation of Bloomington's Rights. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Bloomington to become the operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of the Grantor or becoming involved in management decisions of the Grantor regarding the generation, handling or disposal of hazardous substances.

5.4. Discretionary Consent. Bloomington's consent for activities otherwise prohibited under paragraph 2 above or for any activities requiring Bloomington' consent under paragraph 2 or 3 above may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in paragraph 2 are deemed desirable by Grantor and Bloomington, Bloomington may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and requests for permission for activities requiring Bloomington's consent under paragraph 2 or 3, shall be in writing and shall describe the proposed activity with the purpose of this Easement. Bloomington may give its permission only if it determines, in its sole discretion, that such activities (a) do not violate the purpose of this Easement and (b) either enhance or do not impair any significant Conservation Values of the Protected Property. Notwithstanding the foregoing, the Grantor and Bloomington have not right or power to agree to any activities that would result in the termination of this Easement or to allow residential, commercial or industrial activities not provided for above.

6. GENERAL PROVISIONS.

6.1. Perpetual Burden. This Easement shall run with and burden the Protected Property in perpetuity and shall bind the Grantor, Grantor's heirs, successors and assigns, and the owners of the beneficial interest in and to said trust.

6.2. Easement Documentation. The Grantor and Bloomington agree that the natural characteristics, the ecological and aesthetic features, the physical condition and the Conservation Values of the Protected Property at the time of this grant are documented in an Easement Documentation Report, prepared by Bloomington and signed and acknowledged by the Grantor and a representative of Bloomington, establishing the condition of the Protected Property at the time of this grant and including reports, maps, photographs and other documentation.

6.3. Access. Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

April 14, 2008

6.4. Assignment. This Easement is in gross and may be assigned or transferred by Bloomington. Bloomington agrees that, if it transfers or assigns its interest in this Easement:

a. The organization or entity receiving this interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder; and

b. The transferee or assignee will be required to carry out in the perpetuity the conservation purposes which this Easement was originally intended to advance.

Bloomington agrees that it shall only assign this Easement to a non-governmental qualified organization.

6.5. Subsequent Transfers by Grantor. Unless this Easement is extinguished, as set forth below, the Grantor agrees that the terms, conditions, restrictions and purposes of this Easement will either be referenced or inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests himself of any interest in all or part of the Protected Property. The Grantor agrees to notify Bloomington, its successors and assigns, of any such conveyance in writing by certified mail within fifteen (15) days after closing.

6.6. Extinguishment. The Grantor agrees that this donation of a perpetual Easement gives rise to a property right, immediately vested in Bloomington, with a fair market value that is at least equal to the proportionate value that the Easement, at the time of this conveyance, bears to the value of the Protected Property as a whole at that time. The proportionate value of Bloomington's property rights shall remain constant.

If a subsequent unexpected change in the conditions of or surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property for the conservation purposes described herein, and if the restrictions of this Easement are extinguished by judicial proceedings (including, but not limited to, eminent domain proceedings), then upon the sale, exchange or involuntary conversion of the Protected Property, Bloomington shall be entitled to a portion of the proceeds at least equal to the proportionate value of the Easement described above. Bloomington will use its share of any and all proceeds received for such sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, as that section may be amended from time to time, and in regulations promulgated thereunder.

6.7 Title Warranty. Grantor hereby warrants and represents that the Grantor is seized of the Protected Property in fee simple and have good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances and that Bloomington

April 14, 2008

and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

6.8 Hazardous Waste. The Grantor represents and warrants that no hazardous substance or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property. Notwithstanding the foregoing, normal agricultural chemicals may be used on the Protected Property, provided that such chemicals must be used only in compliance with all government regulations.

Subject to the limitations of Grantor's liability contained in paragraph 5.1, Grantor, Grantor's successors and assigns shall indemnify, defend and hold Bloomington harmless from any liability related to Grantor's representations and warranties in this paragraph or related to the use, deposit or release of any hazardous substance or toxic waste on the Protected Property after the date of this Easement.

6.9 Real Estate Taxes. The Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Protected Property and that Bloomington shall have no duty or responsibility to manage or maintain the Protected Property.

6.10. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep Bloomington's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

6.11. Re-recording. Bloomington is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; for such purpose, the Grantor appoints Bloomington Grantor's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Grantor's behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

6.12. Definitions. The terms "Grantor" and "Bloomington" as used herein shall be deemed to include, respectively, the Grantor, Grantor's heirs, successors and assigns in title to the Protected Property as well as owners of the beneficial interest in and to said Trust and Bloomington, its successors and assigns.

6.13. Notices. Any notices required by this Easement shall be sent by registered or certified mail, return receipt requested, to the following address or such address as may be hereafter specified in writing:

Glenn Henrichs
217 S. Orr St.
Normal, IL 61761

City of Bloomington
City Hall
109 E. Olive St.
Bloomington, IL 61701

April 14, 2008

6.14. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

6.15. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of 765 ILCS 120/1 through 120/6. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

6.16. Entire Agreement. This instrument sets for the entire agreement of the parties with respect to the Easement and supersedes all prior discussion, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

6.17. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions prior to transfer shall survive transfer.

TO HAVE AND TO HOLD the above-described Conservation Easement to the use, benefit, and behalf of Bloomington, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this 15 day of May, 2008

GRANTOR

GLENN HENRICHS

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, **DO HEREBY CERTIFY**, that GLENN HENRICHS, 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 15 day of May, 2008.

Guy C. Fraker
NOTARY PUBLIC

April 14, 2008

My commission expires: 04/05/2010

ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by the City of Bloomington, Illinois, a municipal corporation, effective the 15th day of April, 2008.

CITY OF BLOOMINGTON, ILLINOIS,
a municipal corporation

By: Stephen F. Stockton

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Stephen F. Stockton of the CITY OF BLOOMINGTON, a municipal corporation, 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 15th day of April, 2008.

Tracey M. Covert
Notary Public

My commission expires: Sept 8, 2010.

This instrument was drafted by
Guy C. Fraker
306 E. Grove St.
Bloomington, IL 61701

DESCRIPTION PARCEL A

Part of the West half of Section 1, Township 25 North, Range 1 East of the Third Principal Meridian, Woodford County, Illinois, being more particularly described as follows:

April 14, 2008

Beginning as a Stone at the East quarter corner of said Section 1; thence North 1 Degree 36 Minutes 18 Seconds West, a distance of 74.14 feet, along the West line of said Section 1 to a point on the approximate centerline of Dixon Ford Road; (the next 76 calls are along the approximate centerline of Dixon Ford Road) thence North 59 Degrees 21 Minutes 43 Seconds East, a distance of 78.32 feet, to a Cotton Spindle; thence North 63 Degrees 18 Minutes 08 Seconds East, a distance of 99.17 feet; thence North 63 Degree 20 Minutes 36 Seconds East, a distance of 203.71 feet; thence North 59 Degree 26 Minutes 04 Seconds East, a distance of 149.23 feet; thence North 61 Degrees 14 Minutes 53 Seconds East, a distance of 380.58 feet; thence North 57 Degrees 45 Minutes 59 Seconds East, a distance of 326.18 feet to a Cotton Spindle at the Northwest corner of Tract W; (the next 6 calls are along Tract W) thence South 29 Degrees 50 Minutes 41 Seconds East, a distance of 140.99 feet, to an Iron Rod; thence North 59 Degrees 39 Minutes 01 Second East, a distance of 202.76 feet to an Iron Rod; thence North 82 Degrees 32 minutes 37 Seconds East, a distance of 391.21 feet, to an Iron Rod; thence North 78 Degrees 18 Minutes 37 Seconds East, a distance of 281.26 feet, to an Iron Rod; thence South 48 Degrees 28 Minutes 33 Seconds East, a distance of 676.80 feet, to an Iron Rod; thence South 82 Degrees 15 Minutes 17 Seconds East, a distance of 137.28 feet, to the East Line of the West Half of said Section 1; thence South 1 Degree 27 Minutes 42 Seconds East, a distance of 556.83 feet along said East Line of the West Half of said Section 1; thence North 85 Degrees 52 Minutes 09 Seconds West, a distance of 511.18 feet; thence South 41 Degrees 12 Minutes 49 Seconds West, a distance of 294.24 feet; thence South 65 Degrees 26 Minutes 37 Seconds West, a distance of 1214.58 feet; thence South 89 Degrees 47 Minutes 40 Seconds West, a distance of 121.68 feet; thence North 48 Degrees 16 Minutes 51 Seconds West, a distance of 164.52 feet; thence South 88 Degrees 58 Minutes 06 Seconds West, a distance of 314.00 feet; thence South 67 Degrees 21 Minutes 23 Seconds West, a distance of 276.14 feet to a point on the West Line of said Section 1; thence North 1 Degree 04 Minutes 19 Seconds West, a distance of 945.39 feet, along said West line of said Section 1 to the point of beginning; said described parcel containing 68.99 acres, more or less, being subject to all existing easements and rights-of-way, bearing assumed for the purpose of description only.

MANAGEMENT AGREEMENT

This Agreement made and entered into this ____ day of _____, 2008, by and between the City of Bloomington, Illinois, a municipal corporation, hereinafter referred to as "Bloomington" and Prairielands Preservation Foundation, a not for profit corporation, hereinafter referred to as "Foundation."

WHEREAS, Bloomington has contracted to purchase a certain tract of land of approximately ninety (90) acres located in Township 25 North, Range 1 East of the Third Principle Meridian in Woodford County, Illinois which premises is a natural area north of and adjacent to a portion of Bloomington's Evergreen Lake property which Bloomington desires to keep in its natural state although subject to public access; and

WHEREAS, the property being conveyed will be subject to the restriction that it be used in accordance with the standards contained in a Conservation Easement being given to Bloomington with respect to an adjacent parcel of property owned by Glenn Henrichs; and

April 14, 2008

WHEREAS, a further condition of said sale is that Bloomington enter into a a Management Agreement with Foundation to manage said property as a natural area for a period of fifty (50) years from and after the transfer of said premises.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. FOUNDATION DUTIES. Foundation represents that it is qualified and willing to perform the services described below as a conservation organization and shall perform appropriate land stewardship practices on the premises described herein on Schedule A. These practices are to include but not be limited to exotic species control, prescribed burning, forest thinning, herbicide application, and plant seeding.

2. RIGHTS RESERVED. Bloomington shall have the right to use the property for all purposes that are not inconsistent with the purpose of the Management Agreement.

3. TERM OF CONTRACT. This contract shall begin on May 1, 2008, "commencement date" and shall remain in effect until April 30, 2058, "expiration date."

4. TERMINATION AND DEFAULT. A review of the success of this contract will be performed at the end of each contract year of work by Bloomington. If Foundation fails to perform its obligations hereunder, Bloomington may provide written notice of such failure to Foundation setting forth the specifics of such failure. Foundation shall have twenty (20) days to correct the default or if the default cannot be reasonably corrected within said period of time to commence correction. If the default is not corrected or if corrected its action is not begun within twenty (20) days as provided herein and thereafter diligently pursued, Bloomington may elect to terminate this contract by giving thirty (30) days written notice to Foundation.

5. PERFORMANCE OF WORK.

A. Foundation shall perform all work required hereunder in accordance with the highest standards of wildlife management and with requirements of the Conservation Easement to the satisfaction of Bloomington. Foundation shall perform all work in accordance with all laws and regulations and shall obtain any permits or licenses required.

B. The work contemplated by the parties hereto includes control of exotic species, the planting and restoration of native plant species, and the planting of plants that are specifically utilized as food sources for wildlife.

C. Bloomington shall permit public access to the premises for the study of nature and the species upon the premises, said access to be consistent with the preservation thereof and with the management plans and practices of Foundation.

D. Foundation may install trails for the study of nature consistent with the fundamental preservation intent of these agreements.

April 14, 2008

E. Foundation shall be permitted to install and maintain appropriate signage on the property acknowledging the gift of Clean Energy Community Foundation to its acquisition and the continuing management role of Prairielands Preservation Foundation and the fact of city ownership of the premises.

F. The work to be performed hereunder shall be at no cost to the City of Bloomington, but Bloomington shall cooperate with Foundation in seeking the proceeds of government conservation programs to defray the management costs incurred by Foundation.

6. LIABILITY/INSURANCE. The work to be performed under this contract shall be performed entirely at Foundation's risk. Foundation agrees to indemnify and hold Bloomington harmless for any and all liability or loss arising in any way out of the performance of this contract. Foundation shall carry appropriate workers' compensation, hazard and liability insurance coverage during the term of this contract. Upon request from Bloomington, Foundation shall have Bloomington names as an additional insured on Foundation's policy and provide Bloomington with evidence that the appropriate insurance coverage is in effect.

7. RELATIONSHIP. The Foundation is not an agent of Bloomington for any purpose.

8. ASSIGNMENT/SUBCONTRACT. The Foundation may not assign or transfer this contract without the prior written consent of Bloomington. The Foundation may elect to subcontract for some of the work to be performed so long as the work is performed within the guidelines of this contract. The Foundation shall provide Bloomington with copies of any such subcontracts.

9. NOTICES. Any notice required by this contract shall be sent certified mail, return receipt requested, to the parties at the addresses set out above.

10. CERTIFICATION. The Foundation certifies that it is a conservation organization engaged in the business which is the subject of this contract and the tax identification number is correctly identified in this contract.

11. BINDING EFFECT/AMENDMENTS. This contract shall become binding when signed by the parties. This contract contains the entire agreement of the parties and no amendment shall be effective except in writing signed by both parties.

PRAIRIELANDS PRESERVATION
FOUNDATION, a not for profit
corporation

THE CITY OF BLOOMINGTON,
ILLINOIS, a municipal corporation

By:
Its duly authorized agent

By: Stephen F. Stockton
Its duly authorized agent

April 14, 2008

Guy C. Fraker
Attorney at Law
306 E. Grove St.
Bloomington, IL 61701
(309) 827-4699

Motion by Alderman Gibson, seconded by Alderman Huette that the Contract for Sale of Real Estate, Conservation Easement, and Management Agreement for Land Downstream of Evergreen Lake 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 Dedicate to the State of Illinois: City Property as Right of Way for Morris Avenue and Grant a Temporary Construction Easement

The Illinois Department of Transportation (IDOT) is intending to improve the intersection of Morris Avenue and Veterans Parkway as Section (1)N & TS-1, Job No. R-93-005-98. This is a significant project, the scope of which includes new traffic signals at the Morris Avenue and Veterans Parkway intersection, creation of a new intersection on Veterans Parkway approximately 1100 feet east of Morris Avenue to provide access to Greenwood Avenue, the relocation of the frontage road access points away from the major intersection, the closing of Springfield Road north of Six Points Road, and the signalization of the Morris Avenue and Six Points Road intersection.

The City has included in the Capital Budget \$260,000 in fiscal year 2008-2009 to pay its anticipated share of the cost. These improvements will include widening Morris Avenue adjacent to the City's Fire Station No. 4 at 1705 South Morris. The State is requesting that the City dedicate 2,398 square feet (0.055 acres) from the station site as right of way for Morris Avenue and grant a temporary working easement of 3,414 square feet for entrance construction, grading and shaping.

April 14, 2008

IDOT is requesting that the City convey the right of way and temporary working easement at the cost of One Dollar (\$1.00). Staff agrees that is appropriate given our interest in the project and respectfully requests that Council approve a resolution conveying the right of way and temporary working easement.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Hannah Eisner
Deputy Corporation Counsel

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 25

**A RESOLUTION APPROVING THE CONVEYANCE
OF PART OF LOTS 2 AND 3 IN THE SUBDIVISION OF LOTS 14 AND 15 IN A
SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 23
NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN TO IDOT**

WHEREAS, City of Bloomington, a Municipal Corporation is the fee owner of property known as Parcel No. 3NP0019 on FAP 704 (Interstate Route 55BL), Section (1)N&TRS-1, McLean County, and more particularly described by a Deed attached hereto; and

WHEREAS, the State of Illinois desires to acquire the premises described on the attached Deed for the use of the Department of Transportation for highway purposes has made an offer of One Dollar (\$1.00) for the above described property; and

WHEREAS, it is the desire of this City of Bloomington to sell the above described premises,

NOW, THEREFORE, it is hereby resolved that the Mayor and the City Clerk of the City of Bloomington be and they are hereby authorized and directed to convey the said City's interest in said tract of land and they are hereby further authorized and directed to execute and deliver said other instruments as may be necessary or convenient to consummate the transfer of such property. Said conveyance shall be signed by the Mayor and attested by the City Clerk.

ADOPTED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

April 14, 2008

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Huette 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: Motor Fuel Tax Resolution to Appropriate Funds for Construction and ROW Acquisition for Lincoln Street from Bunn to Morrissey - MFT Section No. 92-00283-00-RP

The City desires to bid, award and begin Construction of Lincoln Street from Bunn Street to Morrissey Drive. This project will be partially funded with Motor Fuel Tax (MFT) funds. Staff is currently negotiating with area property owners to purchase the necessary right of way (ROW). The ROW purchases will be funded with Motor Fuel Tax (MFT) funds.

Prior to bidding the project and closing on the necessary properties, the Illinois Department of Transportation (IDOT) requires that Council adopt a Resolution appropriating the estimated Motor Fuel Tax funding.

Staff respectfully requests that Council adopt a Resolution appropriating \$2,050,000 in Motor Fuel Tax funds for construction and right of way acquisition under Motor Fuel Tax Section 92-00283-00-RP and that the Mayor and City Clerk be authorized to execute the necessary documents.

April 14, 2008

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

(IDOT RESOLUTION 2008-26 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Huette 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: Intergovernmental Agreement with the State of Illinois for the Improvement of the Lincoln Street and Morrissey Drive Intersection and Morrissey Drive (US 150) from Redwood Avenue to 500' North of Lincoln Street

The State of Illinois, acting through the Department of Transportation (IDOT), proposes to enter into an intergovernmental agreement to improve the Lincoln Street and Morrissey Drive intersection. The proposed improvements for the intersection and Morrissey Drive have been included in the City's construction plans for Lincoln Street from Bunn to Morrissey - MFT Section No. 92-00283-00-RP.

As Morrissey Drive (US 150) is under the jurisdiction of the state, they have agreed to provide funding for their share of the traffic signals and all of the Morrissey Drive street improvements up to a maximum of \$600,000. The Engineering Department staff will provide contract bidding and construction inspection for the improvement.

Staff has reviewed the agreement and finds everything to be in order. Therefore, staff respectfully recommends that Council approve the agreement and that the Mayor and City Clerk be authorized to execute the necessary documents.

April 14, 2008

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

Illinois Department of Transportation

Division of Highways / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944
Telephone 217/465-4181

May 30, 2008

PROGRAM DEVELOPMENT
Route FAU 6406 US Route 150
Section (1)- 1
City Section 92-00283-00-RP
County McLean
Job No. C-95-021-07
Agreement No. JN 508003
Contract No. 70652

Mr. Doug Grovesteen, P.E.
Director of Engineer and Water
City of Bloomington
P.O. Box 3157
115 E. Washington Street
Bloomington, IL 61702

Dear Mr. Grovesteen:

The Joint Agreement providing for the improvement of this section has been executed. Attached for your information and file is a copy of the Agreement.

Should you have questions, please contact Mr. Kevin L. Knoepfel, Project Support Engineer at (217) 465-4181.

Very truly yours,

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

April 14, 2008

City of Bloomington
(McLean County)

FAU Route 6406 US Route 150
(Morrissey Drive)
STATE Section (1)-1
CITY Section 92-00283-00-RP
County McLean
Job No. C-95-021-07
Agreement No. JN 508003
Contract No. 70652

AGREEMENT

This agreement entered into this 27th day of May, A.D., 2009 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 CITY in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 967 feet of Morrissey Drive/US 150, FAU Route 6406, State Section (1)-I CITY Section 92-00283-00-RP by extending FAU Route 6366 Lincoln Street from FAU 6403 Bunn Street on the west to Morrissey Drive to the east. The improvement will consist of extending Lincoln Street to connect with Bunn Street, upgrading the intersections of Lincoln Street and Morrissey Drive and installing a Traffic Signals to meet the improvements needs, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the STATE is desirous in assisting the CITY in the improvement of US Route 150 (Morrissey Drive) and Lincoln Street intersection;

WHEREAS, the CITY will submit final plans and specifications for the STATE's approval; and

WHEREAS, the CITY is desirous in completing the a fore mentioned improvements by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

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

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

April 14, 2008

1. The CITY 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 approved plans, specifications and contract.
2. The CITY agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the STATE as hereinafter stipulated.
3. The State will reimburse the CITY a maximum of \$600,000 to there MFT account for the a fore mentioned project.
4. The CITY will submit an invoice for the funds after a contract has been let and awarded.
5. The CITY agrees to obtain and pay for the cost of acquiring the necessary right-of-way in accordance with the following requirements:
 - A. Right-of-way shall be acquired in the name of the STATE on standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.
 - B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right-of-way, the consideration for which exceeds \$10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right-of-way acquired for the project where the consideration is \$10,000 or less. In the event acquisition of the right-of-way is by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by him.
 - C. Cost of the right-of-way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right-of-way. The acquiring agency, if participating in the cost of the right-of-way shall receive a credit for a proportionate amount of the proceeds of any sale or rental of improvements acquired within the right-of-way or as a direct result of the right-of- way acquisition.
 - D. All parties engaged in the acquisition of the right-of-way shall be approved in advance by the STATE.
 - E. The CITY shall provide a sufficient number of qualified reviewing appraisers approved by the STATE. The STATE shall approve the appraisal process in advance of negotiations for the purchase of said right-of-way.

April 14, 2008

- F. Any phase of the STATE s Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and are subject to prior approval of the Division Administrator of the Federal Highway Administration.
- G. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.
- 5a. The CITY agrees to acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the State's advertising for bids, the local agency shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been compiled with.
 - A. The CITY will advertise for bids for the construction of the proposed improvement after the local agency's certification as to compliance with Titles II and III requirements have been accepted by the STATE and subject to approval by the Division Administrator of the Federal Highway Administration.
 - B. The CITY shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.
- 6. The STATE further agrees that upon award of the contract for this improvement, the STATE will pay to the CITY of Bloomington of the STATE OF ILLINOIS in a lump sum for any funds allotted to the STATE an amount equal to 100% of its obligation incurred under this AGREEMENT.
- 7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the CITY'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 A", 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 CITY's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary

April 14, 2008

sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit B".

9. Prior to the CITY advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the CITY's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit C".

10. The CITY shall maintain, for a minimum of 3 years after the completion of the Project, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the CITY agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
11. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
12. 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 FAU Route 6406/ US 150 without the consent of the STATE.
13. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
14. 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.
15. All CITY owned utilities, on STATE right-of-way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions

of the "Accommodation of Utilities of Right-of-way of the Illinois State Highway System." (92 III. Adm. Code 530)

16. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
17. Upon final field inspection of the improvement and so long as (Morrissey Drive) FAU 6406 US Route 150 is used as a State Highway, the STATE agrees to maintain or cause to be maintained the Two through traffic lanes lying on either side of the centerline, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes to be maintained by the STATE.
18. 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, manhole and catch basins' frames, grates or lids, plus structural failures to a maximum length of 3.66 meters (12 feet) between adjacent manholes. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

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 Route 150. 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.

19. Upon acceptance by the STATE of the new traffic signal installation(s), the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Enemy</u>
FAU Route 6406 US Route 150 (Morrissey Dr.)	STATE Share	50 %
@ Lincoln Street	CITY Share	50 %

April 14, 2008

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

Upon acceptance by the STATE of the new traffic signal installation(s) included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the State and the CITY on July 13, 2001.

20. The CITY agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The STATE agrees to pay their proportionate share of this cost as billed by the local power company.
21. The CITY agrees that in the event any work is performed by other than CITY forces the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
22. 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.
23. 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.
24. 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.

City of Bloomington

Stephen F. Stockton
Mayor
April 15, 2008

April 14, 2008

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Milton R. Sees
Secretary of Transportation

Date: 5/27/08

By: Ann L. Schneider
Director-Finance &
Administration

Date: 5/20/08

By: Charles M. Reed, P.E.
Director-Division of Highways
Chief Engineer

Dated: 5/23/08

By: Ellen J. Schanzie-Haskings
Chief Counsel

Dated: 5/16/08

(MAP OF FAU ROUTE 6406 US 150 (MORRISSEY DRIVE) STATE SECTION (1) 1 CITY SECTION 92-00283-00RP MCLEAN COUNTY ON FILE IN CLERK'S OFFICE)

Motion by Alderman Gibson, seconded by Alderman Huette that the Intergovernmental 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: Amendment of Tax Levy Abatements

The tax levy abatements adopted this past December inadvertently had two (2) Resolutions with juxtaposed numbers. The following amendment, as requested by the County Clerk, corrects the error. Staff respectfully requests that the Resolution be adopted.

April 14, 2008

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

RESOLUTION NO. 2008 – 27

A RESOLUTION AMENDING RESOLUTIONS 2007-110 AND 2007-111

WHEREAS, the City of Bloomington Adopted multiple tax levy abatement resolutions on December 10, 2007; and

WHEREAS, Resolution 2007-110 stated that the 2007 levy being abated was \$455,937.50 incorrectly and should have said the amount being abated by that resolution for 2007 was \$438,550.00; and

WHEREAS, Resolution 2007-111 stated that the 2007 levy being abated was \$438,550.00 incorrectly and should have said the amount being abated by that resolution for 2007 was \$455,937.50.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2007 payable in 2008 and being abated by Resolution 2007-110 should be changed to be \$438,550.00 and that the levy against taxable property in the City of Bloomington for the levy year 2007 payable in 2008 and being abated by Resolution 2007-111 should be changed to be \$455,937.50 and is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the stipulated amounts in real estate taxes for levy 2007.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

April 14, 2008

Motion by Alderman Gibson, seconded by Alderman Huette 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: Review of an Administrative Determination of a Request for a Zoning Variation
17 Stonebrook Ct.

In January, 2008, it was determined by PACE staff that a six foot (6') fence at 17 Stonebrook Ct. was installed without the benefit of a permit and in violation of the City's zoning ordinance. On March 19, 2007 the Zoning Board of Appeals heard the variation request of Tom Arkell, 17 Stonebrook Ct., requesting a two foot (2') variation to allow a six foot (6') fence in a required front yard (see minutes).

Arguments in the case centered on the petitioner's concern for safety verses staff's determination that the fence did not satisfy the findings of fact as required by the zoning ordinance. Additionally, there was a great deal of conversation concerning the fence contractor's action that made the owner of the property responsible for the work done. Upon conclusion of the testimony, the Zoning Board voted 3 – 2 in favor of the variance. However, the zoning ordinance requires four (4) affirmative votes to approve a variance request. Therefore, the petitioner has requested this administrative review by Council.

Although staff recommended denial of this petition, the petitioner presented positive documentation from neighboring property owners; the president of the homeowners association testified in favor of the petition; and the Zoning Board provided a vote leaning in favor of the petition. Therefore, staff respectfully recommends that Council approve the variation request as presented.

Respectfully,

Mark R. Huber
Director, PACE

Tom Hamilton
City Manager

April 14, 2008

Partial Minutes (Unapproved)
Zoning Board of Appeals
March 19, 2008
Fence Height Variance, 17 Stonebrook Ct.

Mr. Tom Arkell residing at 17 Stonebrook Court appeared in favor of the first case **Z-03-08**. He has an existing 6' fence located in the required front yard. He is asking for a 2' variance to keep the fence in the current location. He does not want to reduce the fence to the required 4' feet citing safety issues for their children and that of their neighbors. Since their lot is on a corner, the extra 2' may keep balls from being thrown at cars parked on the street, the neighbors have an elevated pool and this is an extra barrier, and it may deter someone from abducting children from the yard. Additional positive letters from the neighbors were submitted.

Ms. Meek questioned why the fence was already installed. The petitioner had contracted IFFT Fencing to install the fence in February 2007. It was his assumption a permit was issued and the fence was installed in the correct location. Discussion ensued about the contractor, the ramifications to the contractor, and what was being done to alleviate this problem in the future. Mr. Briggs asked for any other testimony in favor of the petition.

Roger Elm, 30 Stonebrook Court, appeared and spoke in favor of the petition. He is the President of the Homeowners Association and has heard no adverse comments about the fence.

Mr. Briggs asked for testimony in opposition of the petition.

No one appeared in opposition of the petition.

Mark Huber gave the staff report. Staff recommended denial for the petition for many reasons; A 4' fence could have been erected in the same location, A 6' fence could have been erected closer to the home not in the required front yard, other homes in the area have 4' fences.

Mr. Briggs questioned the available location of a 6' fence due to the fact the lot has three front yards by code. Mr. Huber advised the Board this is a private street without a sidewalk so the fence is closer to the street than usual.

Mr. Kearney reminded the Board the case should be analyzed correctly. The request is to approve a 6' fence in a required front yard. The fact the fence has already been built cannot be grounds for discussion.

Mr. Briggs again questioned the make up of the subdivision, the unusual shape of the lot, and brought up the homes along Hershey Road that have 6' fences in what could be construed as a required front yard.

Mr. Erickson questioned what the Petitioner could do if the variance is denied. Mr. Huber suggested a 4' fence in the front yard, relocating the 6' fence behind the required front yard setback. Mr. Erickson questioned the ability to appeal for a 6' fence possibly 10' back from the front lot line but still in the required front yard.

April 14, 2008

Mr. Kearney questioned the definitions of front yards, corner lots, and asked if there were any addendum's for uniquely shaped lots. Mr. Huber explained the process for assigning any frontage abutting a street to be a front yard, yard directly behind a front yard to be considered a rear yard, and anything left over to be considered a side yard.

Mr. Briggs mentioned the fact 6-8' tall shrubbery could be planted in the required front yard if wished. Ms. Meek was aware of a variance request in the past where the Petitioner was granted a variance for a 6' open fence in the front yard. That neighbor then planted greenery that closed off the fence in its entirety.

Chairman Briggs asked for any other testimony and hearing none, closed the public hearing.

A vote was taken. There were 3 votes in favor and 2 against. Since the request passed with less than 4 votes, the Petitioner was informed he could appeal to the City Council.

Motion by Alderman Gibson, seconded by Alderman Huette that the Variance 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: Adoption of the National Electrical Code/2008

At the Council Meeting of March 10, 2008, Council approved the adoption of the National Electrical Code/2008. A clerical error was discovered after the meeting keeping the code from actually being adopted. The attached revised ordinance corrects the oversight.

Staff respectfully recommends that Council pass the corrected Ordinance that adopts the National Electrical Code/2008.

Respectfully,

Mark R. Huber
Director of PACE

Tom Hamilton
City Manager

April 14, 2008

ORDINANCE NO. 2008 - 26

**AN ORDINANCE AMENDING CHAPTER 15 OF THE CITY CODE BY ADOPTING
THE 2008 NATIONAL ELECTRICAL CODE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF BLOOMINGTON, ILLINOIS:**

Section One: That Section 9 of Chapter 15 of the Bloomington City Code, 1960, as amended, shall be further amended as follows: (additions are indicated by underlines; deletions are indicated by strikeouts):

Section 9: Adoption of Electric Code.

There is hereby adopted by the City for the purpose of establishing rules and regulations for the safe and practical installation, alteration and use of electrical equipment, including permits and penalties, that certain Electric Code known as the National Electrical Code, as published by the National Fire Protection Association, being particularly the ~~2005~~ 2008 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended, of which not less than one (1) copy is on file in the office of the Clerk of the City and the same are hereby adopted and incorporated as fully as if set out at length herein and from the date on which the Ordinance shall take effect, the provisions thereof shall be controlling in the installation, alteration, and use of electrical equipment within the corporate limits of the City and on City owned property outside the corporate limits of the City.

Section Two: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Three: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This ordinance shall be effective ten days after the date of its passage and approval.

Section Five : This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

April 14, 2008

Motion by Alderman Gibson, seconded by Alderman Huette that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: An Ordinance Revising Bloomington City Code; Chapter 18, Flood Hazard Area Development

The Federal Emergency Management Agency (FEMA) has revised the Flood Insurance Rate Map (FIRM) for the City. The new FIRM does not substantially change the current boundary of the 100-year floodplain, but rather it incorporates aerial photography and updated street names with the current flood boundary. The new FIRM becomes effective on July 16, 2008.

As a condition of continued eligibility in the National Flood Insurance Program, the City is required to adopt the new FIRM. The attached Ordinance revises Chapter 18 of the City Code, Flood Hazard Area Development Code, to acknowledge the July 16, 2008 FIRM as the basis for defining the base flood elevation. The base flood is also known as the 100-year flood. The Ordinance also clarifies the title of the Ordinance Administrator as the Director of Engineering, and also corrects a few minor spelling errors.

The effective date of this Ordinance shall be July 16, 2008, since that is the date the new FIRM takes effect.

Staff respectfully recommends that Council pass the Ordinance as required by FEMA effective on July 16, 2008.

Respectfully,

Douglas G. Grovesteen
Director of Engineering

Tom Hamilton
City Manager

April 14, 2008

ORDINANCE NO. 2008 - 27

AN ORDINANCE REGULATING DEVELOPMENT IN FLOOD PLAIN AREAS

Be it ordained by the City Council of the City of Bloomington, Illinois as follows:

Article 1

SEC. 1 PURPOSE

This ordinance is enacted pursuant to the police powers granted to this City by the Illinois Municipal Code (65 IL. Compiled Statutes 5/1-2-1, 5/11-12-12, 5/11-30-2, 5/11-30-8, and 5/11-31-2) in order to accomplish the following purposes:

- (a) to prevent unwise developments from increasing flood or drainage hazards to others;
- (b) to protect new buildings and major improvements to buildings from flood damage;
- (c) to promote and protect the public health, safety, and general welfare of the citizens from the hazards of flooding;
- (d) to lessen the burden on the taxpayer for flood control, repairs to public facilities and utilities, and flood rescue and relief operations;
- (e) to maintain property values and a stable tax base by minimizing the potential for creating blight areas; and
- (f) to make federally subsidized flood insurance available.

Article 2

SEC. 2 DEFINITIONS

For the purposes of this ordinance, the following definitions are adopted:

- (a) “Base Flood” The flood having a one-percent probability of being equaled or exceeded in any given year. The base flood is also known as the 100-year flood. The base flood elevation at any location is as defined in Article 3 of this ordinance.
- (b) “Base Flood Elevation” (BFE) The elevation in relation to mean sea level of the crest of the base flood.

- (c) “Building” A structure that is principally above ground and is enclosed by walls and a roof including manufactured homes and prefabricated buildings. The term also includes recreational vehicles and travel trailers to be installed on a site for more than 180 days.
- (d) “Development” Any man-made change to real estate including, but not necessarily limited to:
 - (1) construction, reconstruction, placement of a building, or any addition to a building, exceeding 70 square feet in floor area;
 - (2) substantial improvement of an existing building;
 - (3) installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 days;
 - (4) installation of utilities, construction of roads, bridges, culverts or similar projects;
 - (5) construction or erection of levees, dams, walls, or fences;
 - (6) drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;
 - (7) storage of materials including the placement of gas and liquid storage tanks; and
 - (8) channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

“Development” does not include maintenance of existing buildings and facilities; resurfacing roads; or gardening, plowing, and similar practices that do not involve filling, grading, or construction of levees.

- (e) “FEMA” Federal Emergency Management Agency.
- (f) “Flood” A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.
- (g) “Flood Fringe” That portion of the floodplain outside of the regulatory floodway.

April 14, 2008

- (h) “Flood Insurance Rate Map” A map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show base flood elevations.
- (i) “Floodplain” and “Special Flood Hazard Area (SFHA)” are synonymous. Those lands within the jurisdiction of the city that are subject to inundation by the base flood. The floodplains of the city are generally identified as such on the countywide Flood Insurance Rate Map of the McLean County and Incorporated Areas prepared by the Federal Emergency Management Agency and dated ~~February 9, 2001~~ July 16, 2008. The floodplains of those parts of unincorporated McLean County that are within the extraterritorial jurisdiction of the city or that may be annexed into the city are generally identified as such on the Flood Insurance Rate Map prepared for McLean County by the Federal Emergency Management Agency and dated ~~February 9, 2001~~ July 16, 2008.
- (j) “Flood proofing” Any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.
- (k) “Flood proofing Certificate” A form published by the Federal Emergency Management Agency that is used to certify that a building has been designed and constructed to be structurally dry flood proofed to the flood protection elevation.
- (l) “Flood Protection Elevation” or “FPE” The elevation of the base flood plus one foot of freeboard at any given location in the floodplain.
- (m) “Floodway” That portion of the floodplain required to store and convey the base flood. The floodway for the floodplains of Sugar Creek, Little Kickapoo Creek, Skunk Creek and Goose Creek shall be as delineated on the countywide Flood Insurance Rate Map of McLean County and Incorporated Areas prepared by FEMA and dated ~~February 9, 2001~~ July 16, 2008. The floodways for each of the remaining floodplains of the city shall be in accordance with the best data available from Federal, State, or other sources.
- (n) “IDNR/OWR” Illinois Department of Natural Resources/Office of Water Resources.
- (o) “Manufactured Home” A structure transportable in one or more sections, that is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities.

- (p) “NFIP” National Flood Insurance Program.
- (q) “SFHA” See definition of floodplain.
- (r) “Substantial Improvement” Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either, (a) before the improvement or repair is started, or (b) if the structure has been damaged, and is being restored, before the damage occurred. “Substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or (2) any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.
- (s) “Travel Trailer” (or Recreational Vehicle) A vehicle which is:
 - (1) built on a single chassis;
 - (2) 400 square feet or less in size;
 - (3) designed to be self-propelled or permanently towable by a light duty truck; and
 - (4) not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Article 3

SEC. 3 BASE FLOOD ELEVATION

This ordinance’s protection standard is the base flood. The best available base flood data are listed below. Whenever a party disagrees with the best available data, the party may finance the detailed engineering study needed to replace the existing data with better data and submit it to the Federal Emergency Management Agency for approval.

- (a) The base flood elevation for the floodplains of the Sugar Creek, Little Kickapoo Creek, Skunk Creek and Goose Creek shall be as delineated on the 100-year flood profiles in the countywide Flood Insurance Study of the McLean County and Incorporated Areas prepared by the Federal Emergency Management Agency and dated ~~February 9, 2001~~ July 16, 2008.
- (b) The base flood elevation for each floodplain delineated as an “AH Zone” or “AO Zone” shall be that elevation (or depth) delineated on the Flood Insurance Rate Map of the city.

April 14, 2008

- (c) The base flood elevation for each of the remaining floodplains delineated as an “A Zone” on the Flood Insurance Rate Map of the city shall be in accordance with the best data available from federal, state or other sources. Should no other data exist, an engineering study must be financed to determine base flood elevations.
- (d) The base flood elevation for the floodplains of those parts of unincorporated McLean County that are within the extraterritorial jurisdiction of the city, or that may be annexed into the city, shall be as delineated on the 100-year flood profiles of the Flood Insurance Study of McLean County prepared by the Federal Emergency Management Agency and dated ~~February 9, 2004~~ July 16, 2008.

Article 4

SEC. 4 DUTIES OF THE DIRECTOR OF ENGINEERING & WATER

The Director of Engineering ~~and Water~~ shall be responsible for the general administration of this ordinance and ensure that all development activities within the floodplains under the jurisdiction of the city meet the requirements of this ordinance. Specifically, the Director shall:

- (a) Process development permits in accordance with Article 5;
- (b) Ensure that all development in a ~~foldaway~~ floodway (or a floodplain with no delineated ~~foldaway~~ floodway) meets the damage prevention requirements of Article 6;
- (c) Ensure that the building protection requirements for all buildings subject to Article 7 are met and maintain a record of either the “as-built” elevation of the lowest floor (including basement) or the flood proof certificate;
- (d) Assure that all subdivisions and annexations meet the requirements of Article 8;
- (e) If a variance is requested, ensure that the requirements of Article 9 are met and maintain documentation of any variances granted;
- (f) Inspect all development projects and take any and all actions outlined in Article 11 as necessary to ensure compliance with this ordinance;
- (g) Assure that applicants are aware of and obtain any and all other required local, state, and federal permits;
- (h) Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse;

- (i) Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques;
- (j) Cooperate with state and federal floodplain management agencies to coordinate base flood data and improve the administration of this ordinance; and
- (k) Maintain for public inspection base flood data, floodplain maps, copies of state and federal permits, and documentation of compliance for development activities subject to this ordinance.

Article 5

SEC. 5 DEVELOPMENT PERMIT

No person, firm, corporation, or governmental body not exempted by state law shall commence any development in the floodplain without first obtaining a development permit from the Engineering Department of City of Bloomington. The Director shall not issue a development permit if the proposed development does not meet the requirements of this ordinance.

- (a) The application for development permit shall be accompanied by:
 - (1) scale drawings of the site, showing property line dimensions;
 - (2) existing grade elevations and all changes in grade resulting from excavation or filling;
 - (3) the location and dimensions of all buildings and additions to buildings; and
 - (4) the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Article 7 of this ordinance.
- (b) Upon receipt of an application for a development permit, the Director shall compare the elevation of the site to the base flood elevation. Any development located on land that can be shown by survey data to have been higher than the base flood elevation as of the date of the site's first Flood Insurance Rate Map identification is not in the floodplain and therefore not subject to the requirements of this ordinance. The Director shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.

April 14, 2008

Article 6

SEC. 6 PREVENTING INCREASED FLOOD HEIGHTS AND RESULTING DAMAGES

Within the ~~foldaway~~ floodway identified on the Flood Boundary and Floodway Map, and within all other floodplains where a ~~foldaway~~ floodway has not been delineated, the following standards shall apply:

- (a) except as provided in Article 6b, no development shall be allowed which, acting in combination with existing and anticipated development, will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:
 - (1) Barge fleeting facilities meeting the conditions of IDNR/OWR Statewide Permit No. 3;
 - (2) Aerial utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 4;
 - (3) Minor boat docks meeting the conditions of IDNR/OWR Statewide Permit No. 5;
 - (4) Minor, non-obstructive activities meeting the conditions of IDNR/OWR Statewide Permit No 6;
 - (5) Outfall structures and drainage ditch outlets meeting the conditions of IDNR/OWR Statewide Permit No. 7;
 - (6) Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 8;
 - (7) Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit No. 9;
 - (8) Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit No. 10;
 - (9) Minor maintenance dredging activities meeting the conditions of IDNR/OWR Statewide Permit No. 11; and
 - (10) Any development determined by IDNR/OWR to be located entirely in a flood fringe area.
- (b) Other development activities not listed in (a) may be permitted only if:

- (1) a permit has been issued for the work by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required); and
- (2) sufficient data has been provided to FEMA when necessary, and approval is obtained from FEMA for a revision of the regulatory map and base flood elevation.

Article 7

SEC. 7 PROTECTING BUILDINGS

- (a) In addition to the damage prevention requirements of Article 6, all buildings to be located in the floodplain shall be protected from flood damage below the flood protection elevation. This building protection requirement applies to the following situations:
 - (1) construction or placement of a new building valued at more than \$1,000;
 - (2) substantial improvements made to an existing building;
 - (3) structural alterations made to an existing building that increase the floor area by more than 20%;
 - (4) installing a manufactured home on a new site or a new manufactured home on an existing site (the building protection requirements do not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage); and
 - (5) installing a travel trailer on a site for more than 180 days.
- (b) Residential or nonresidential buildings can meet the building protection requirements by one of the following methods:
 - (1) The building may be constructed on permanent land fill in accordance with the following:
 - i. the lowest floor (including basement) shall be at or above the flood protection elevation;
 - ii. the fill shall be placed in layers no greater than one foot before compacting and should extend at least ten feet beyond the

April 14, 2008

foundation before sloping below the flood protection elevation;

- iii. the fill shall be protected against erosion and scour during flooding by vegetative cover, rip rap, or other structural measure;
- iv. the fill shall be composed of rock or soil and not incorporate debris or refuse materials; and
- v. the fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and when necessary, storm water management techniques such as swales or basins shall be incorporated; or

The building may be elevated in accordance with the following:

- (1) The building or improvements shall be elevated on stilts, piles, walls, or other foundation that is permanently open to flood waters;
- (2) The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation;
- (3) If walls are used, all enclosed areas below the flood protection elevation shall address hydrostatic pressures by allowing the automatic entry and exit of flood waters. Designs must either be certified by a registered professional engineer or by having a minimum of one permanent opening on each wall no more than one foot above grade. The openings shall provide a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding below the base flood elevation;
- (4) the foundation and supporting members shall be anchored and aligned in relation to flood flows and adjoining structures so as to minimize exposure to hydrodynamic forces such as current, waves, ice and floating debris;
- (5) the finished interior grade shall not be less than the finished exterior grade;

- (6) all structural components below the flood protection elevation shall be constructed of materials resistant to flood damage;
 - (7) water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation provided they are waterproofed; and
 - (8) the area below the flood protection elevation shall be used solely for parking or building access and not occupied as habitable space.
- (c) Manufactured homes, or travel trailers to be installed on site for more than 180 days, shall be:
- (1) elevated to or above the flood protection elevation; and
 - (2) shall be anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the Rules and Regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 IL Adm. Code 870.
- (d) Nonresidential buildings may be structurally dry flood proofed (in lieu of elevation) provided a registered professional engineer or architect certifies that:
- (1) below the flood protection elevation the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood;
 - (2) the building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice; and
 - (3) flood proofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.

Levees, berms, flood walls and similar works are not considered flood proofing for the purpose of this subsection.

Article 8

SEC. 8 SUBDIVISION AND OTHER DEVELOPMENT REQUIREMENTS

April 14, 2008

The City Council shall take into account flood hazards, to the extent that they are known, in all official actions related to land management use and development.

- (a) New subdivisions, manufactured home parks, annexation agreements, planned unit developments, and additions to manufactured home parks and subdivisions shall meet the damage prevention and building protection standards of Articles 6 and 7 of this ordinance. Any proposal for such development shall include the following data:
 - (1) the base flood elevation and the boundary of the floodplain (where the base flood elevation is not available from an existing study, the applicant shall be responsible for calculating the base flood elevation);
 - (2) the boundary of the ~~foldaway~~ floodway when applicable; and
 - (3) a signed statement by a Registered Professional Engineer that the proposed plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 IL Compiled Statutes 205/2).
- (b) Public health standards must be met for all floodplain development. In addition to the requirements of Articles 6 and 7, the following standards apply:
 - (1) No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation unless such materials are stored in a storage tank or flood proofed building constructed according to the requirements of Article 7 of this ordinance.
 - (2) Public utilities and facilities such as sewer, gas, and electric shall be located and constructed to minimize or eliminate flood damage;
 - (3) Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
 - (4) New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid

impairment to them or contamination from them during flooding.

Manholes or other above ground openings located below the flood protection elevation shall be watertight.

- (c) All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.

Article 9

SEC. 9 VARIANCES

Whenever the standards of this ordinance place undue hardship on a specific development proposal, the applicant may apply to the Engineering Department of City of Bloomington for a variance. The Director shall review the applicant's request for a variance and shall submit his recommendation to the Board of Zoning Appeal. The Board may attach such conditions to granting of a variance as it deems necessary to further the intent of this ordinance.

- (a) No variance shall be granted unless the applicant demonstrates that:
 - (1) the development activity cannot be located outside the floodplain;
 - (2) An exceptional hardship would result if the variance were not granted;
 - (3) the relief requested is the minimum necessary;
 - (4) there will be no additional threat to public health or safety, or creation of a nuisance;
 - (5) there will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities, or other public facilities;
 - (6) the applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP; and
 - (7) all other required state and federal permits have been obtained.
- (b) The Director shall notify an applicant in writing that a variance from the requirements of the building protection standards of Article 7 that would lessen the degree of protection to a building will:

April 14, 2008

- (1) result in increased premium rates for flood insurance up to \$25 for \$100 of insurance coverage;
 - (2) increase the risks to life and property; and
 - (3) require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.
- (c) Variances to the building protection requirements of Article 7 of this ordinance requested in connection with the reconstruction, repair or alteration of a site or building included on the National Register of Historic Places or the Illinois Register of Historic Places may be granted using criteria more permissive than the requirements of Article 9 (a)(1-5).

SEC. 10 DISCLAIMER OF LIABILITY

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This ordinance does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This ordinance does not create liability on the part of the city or any officer or employee thereof for any flood damage that results from proper reliance on this ordinance or any administrative decision made lawfully thereunder.

SEC. 11 PENALTY

Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this ordinance. Upon due investigation, the Director may determine that a violation of the minimum standards of this ordinance exists. The Director shall notify the owner in writing of such violation.

- (a) If such owner fails after ten days notice to correct the violation:
- (1) The city shall make application to the circuit court for an injunction requiring conformance with this ordinance or make such other order as the court deems necessary to secure compliance with the ordinance;
 - (2) Any person who violates this ordinance shall upon conviction thereof be fined not less than twenty-five dollars (\$25.00) nor more than two-hundred dollars (\$200.00); and
 - (3) A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

April 14, 2008

- (b) The Director shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.
- (c) Nothing herein shall prevent the city from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

SEC. 12 ABROGATION AND GREATER RESTRICTIONS

This ordinance repeals and replaces other ordinances adopted by the City Council to fulfill the requirements of the National Flood Insurance Program including FIRM dated ~~April 3, 1984~~ February 9, 2001. However, this ordinance does not repeal the original resolution or ordinance adopted to achieve eligibility in the program. Nor does this ordinance repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this ordinance and other ordinance easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SEC. 13 SEPARABILITY

The provisions and sections of this ordinance shall be deemed separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

SEC. 14 EFFECTIVE DATE

This ordinance shall be in full force and effect on July 16, 2008 ~~from and~~ after its passage and approval and publication, as required by law.

PASSED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

APPROVED:

By: Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Gibson, seconded by Alderman Huette that the Ordinance be passed.

April 14, 2008

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

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

Nays: None.

Motion carried.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Request to Waive the Bid Process and Purchase Radio Equipment for the Fire Department

Staff respectfully requests that Council waive the formal bid process and approve the purchase of radio equipment for the Fire Department from Buchanan Communications, Inc. located in Mount Zion, IL at a cost of \$85,178.43.

Fire Department personnel operating on portable radios frequently experience difficulty communicating with dispatch and other mobile/portable radios. As a result, there exists a safety concern for personnel who may be in an environment when they require assistance and cannot communicate that need to dispatch or other Fire Department units.

Additionally, customer service is sometimes compromised because dispatch is unable to alert the Fire Department resource closest to a call for service. This occurs when Fire Department personnel are inside a building and unable to receive the radio dispatch over portable radios. In these instances, another Fire Department unit must be dispatched resulting in increased response times.

Fire Department staff has worked for the last eighteen (18) months to identify the most cost effective solution for this problem. Recommendations have been solicited from various vendors and numerous options have been explored. Buchanan Communications has proposed a solution consisting of building mounted repeaters and multiple receiver sites. This system is currently used by the Bloomington Police Department. An integral part of the Buchanan proposal is to reuse existing components to increase cost effectiveness.

Buchanan Communications has performed extensive proof of concept testing of the proposed system. Fire Department staff witnessed much of the testing and is satisfied that the solution meets the department's needs. Motorola has identified Buchanan Communications as the sole source provider for this equipment. The department's Fixed Asset Budget contains funds for this radio system upgrade. Staff respectfully requests that Council waive the formal bid process and authorize the purchase of radio equipment from Buchanan Communications, Inc. in the amount

April 14, 2008

of \$85,178.43, the Purchasing Agent be authorized to issue a Purchase Order for same and the Resolution be adopted. Payment for this purchase will be made from #F15210-72140.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 20

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF RADIO EQUIPMENT FOR THE FIRE
DEPARTMENT FROM BUCHANAN COMMUNICATIONS, INC. IN THE AMOUNT
OF \$85,178.43**

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 radio equipment for the Fire Department from Buchanan Communications, Inc. in the amount of \$85,178.43.

ADOPTED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Fruin made limited comments and questioned the Council's interest in this item. He thanked Dan Shanks, Deputy Fire Chief – Operations, for the preliminary information. He cited the cost for same. He did not believe that the Council should micromanage the City. He believed the total cost for radios was \$235,000. He did not believe that this purchase was a life safety issue for City staff or the general public. He questioned if this purchase could be post poned. These dollars could be placed in one of the City's pension funds. He believed that if the City compared its Police and Fire Pension Funds with the Town of Normal, it would be known that the City's Fire Pension Fund was the least funded.

April 14, 2008

Alderman Sage requested background information. This purchase would be for a radio upgrade. He needed a better understanding of this issue. He specifically questioned how old the equipment was, five (5) watts, etc. Keith Ranney, Fire Chief, addressed the Council. These were portable radios with standard watts. The total system offered limited power. The radios would operate in a fire/rescue mode. Limited power was needed but the new equipment would offer an enhanced range. This purchase addressed customer service and public safety. This system will marry up with other fire services through out the state. It would provide good solid communication. This system has been tested over the past eighteen (18) months. The acquisition of the system was included in the budget. It would also utilize the existing system.

Alderman Sage questioned the age of the existing portable radios. Chief Ranney restated that this system would utilize the existing system. There was a supportive structure of repeaters and antennas. Bigger was not always better. He described this purchase as a managed system.

Mayor Stockton requested a list of the actual equipment including repeaters and antennas. Chief Ranney noted that the Fire Department was adding to its infrastructure inventory. All of these items would work together.

Alderman Stearns questioned if the Fire Department would be able to communicate with the City's Police Department and the Town of Normal's Fire Department. Chief Ranney responded affirmatively. The Fire Department's call were processed by the Police Department's Dispatch Center. StarComm was a Cadillac system. The City would have been forced out of MetComm. The City's Dispatch Center has an interface.

Alderman Purcell expressed his belief that signal strength was important. Antennas were key. This item was budgeted and addressed the safety of the fire service.

Mayor Stockton noted that there were two (2) additional issues: 1.) ambulance and 2.) pension. Chief Ranney addressed equipment. The Fire Department operated with a replacement philosophy. There were four (4) front line ambulances. An additional ambulance was held as a reserve unit. This unit is often pressed into service. The fourth ambulance was for the new station. It had been planned for in advance. Ambulances were on an eight (8) year schedule. There is not a reserve chase vehicle, (SUV/Sports Utility Vehicle). The ambulances were supported by three (3) chase vehicles. The Fire Department also attends special events at the US Cellular Coliseum and Illinois Wesleyan University. He addressed his commitment to a new staffing model. An ambulance would be on site at all fire calls. He noted the mileage rate and ambulance fees. Fire vehicles are rotated to avoid down time. Rotation is a form of insurance for the City. There was not a significant trade in market for fire service vehicles. There had not been a significant increase in call volume since Lifeline Ambulance closed. He described the increase as modest.

April 14, 2008

Alderman Schmidt questioned the fate of Lifeline's vehicles. Chief Ranney did not know. The City was not interested in these vehicles as they were not suitable for Fire Department use. The City had the staff and equipment to expand services.

Alderman Purcell questioned budgeted dollars. Chief Ranney stated that purchases, (radios and ambulance) were important.

Alderman Stearns questioned the staffing model. She questioned the impact on the Fire Department if a fire truck was out of service. Chief Ranney noted that staff hiring may need to be deferred.

Mayor Stockton noted that City staff must address the pension issue by 2033. Alderman Fruin cited the current funding level – fifty-six percent, (56%). The City had a way to go. Mayor Stockton noted that the City was ranked in the lower half. Chief Ranney noted that there was not a single municipality that was fully funded. Tom Hamilton, City Manager, informed the Council that an actuarial study is done annually. A number of factors impacted the funding level.

Motion by Alderman Fruin, seconded by Alderman Purcell that the formal bidding process be waived, the radio equipment purchased from Buchanan Communications, Inc. in the amount of \$85,178.43, the Purchasing Agent be authorized to issue a Purchase Order for same, 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 a Fire Department Ambulance

Staff respectfully requests that Council waive the formal bidding process and authorize the purchase of a 2008 Ford E 450 Type III ambulance from Wheeled Coach Industries located in Winter Park, Florida at a cost of \$144,715.

This ambulance will replace a 1999 model ambulance. The 1999 unit will be placed in reserve. This purchase will result in the Fire Department having four (4) front line ambulances which are

April 14, 2008

in service daily and three (3) reserve ambulances. The reserve ambulances are used in place of front line ambulances when those units are out of service for maintenance or repair. Reserve ambulances are also placed in service as additional units for coverage of special events.

Pricing for this purchase was obtained through the Northwest Municipal Conference open bid. The City's purchasing policy allows purchasing off of open bids in lieu of independently bidding the purchase. The Fire Department's FY 07-08 Fixed Asset budget contains \$150,000 for this purchase. The remaining balance in this line will be utilized to purchase radio equipment for this unit. Payment to be made from Account # F15210-72130.

Respectfully,

Keith Ranney
Fire Chief

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 21

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF A 2008 FORD E 450 TYPE III AMBULANCE
FROM WHEELED COACH INDUSTRIES LOCATED IN WINTER PARK, FLORIDA
AT A COST OF \$144,715**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a 2008 Ford E 450 Type III ambulance from Wheeled Coach Industries located in Winter Park, Florida at a cost of \$144,715.

ADOPTED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Fruin noted that the Council had concerns about the two (2) previous items. He made a few observations and/or comments. There were five (5) items on this

April 14, 2008

evening's meeting agenda where City staff had requested to waive the formal bid process. He cited renewing numbers and comments about staff time. He cautioned staff to be careful with these waivers.

Motion by Alderman Fruin, seconded by Alderman Hanson that the formal bidding process be waived, the ambulance be purchased from Wheeled Coach Industries in the amount of \$144,715, 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: 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 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

April 14, 2008

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

Alderman Huette noted that the supporting documents were addressed to the Economic Development Committee, (EDC). He questioned in the end what the City hoped to accomplish. Tom Hamilton, City Manager, addressed the Council. This project would be a comprehensive plan for the area. It would address the business climate, housing, form based zoning, appropriate land uses, infrastructure and education and social program. Teska would present specific recommendations.

Alderman Schmidt expressed her hope that Teska would come up with a blueprint that might be usable in other areas of the City.

Alderman Huette questioned if Teska could point to other successful cities. Mr. Hamilton cited the City of Chicago in various neighborhoods. Teska's process was unique. It involved a variety of people and entities. He described the process as all inclusive. Alderman Huette stated that the intent sounded wonderful. Feedback was good. He anticipated predictable results. He expressed his concern that the City would spend \$90,000 to learn things that it already knew. He questioned if the City would actually do something to change this neighborhood. Mr. Hamilton restated that Teska would provide specific recommendations. Alderman Huette stated that someone must be willing to invest in the area.

Alderman Hanson informed the Council that he had attended the meeting at the EDC. This project would involve a partnership with a HUD (Housing and Urban Development) program. It would address areas that need revitalization. It would be a private/public partnership. As an incentive, loan cost would be brought down as a first step to put this project into motion. The area was at risk.

Mayor Stockton acknowledged that the Council needed to look at older areas of the City. The City needed to be proactive. There was a coalition of interest in this area. State Farm Bank was willing to invest in this project. State Farm was interested in a road map.

April 14, 2008

The EDC had established an entity. This entity could sell tax warrants. It had applied for \$14 million in funding. A plan was needed in order to obtain funding. This was the beginning of the process.

Alderman Schmidt noted that other financial institutions at the table. She cited the Community Reinvestment Act, (CRA). Mayor Stockton noted that there were a number of entities had expressed an interest. There were no guarantees.

Alderman Stearns questioned how the City fit in. She cited the considerable investment. She believed that the Council needed to ask more questions. She addressed the end results. Where are the neighborhood associations. The process needed to be slowed down. There needed to be a better understanding by the Council. She questioned where the City was going and what would the City receive in the end.

Alderman Schmidt noted that the Gridley Allin Prickett's and Old Towne Neighborhood Association have representation at the table.

Alderman Stearns expressed her concern about the dollars involved. She was interested in a broad based meeting. Mr. Hamilton noted that no one from Teska was present at this evening's meeting.

Alderman Sage expressed his concern regarding unrealistic expectations. He requested a check list of deliverables. Mayor Stockton restated that the deliverable would be specific. Mr. Hamilton noted the large number of people and organizations involved. Teska used a grass roots approach. A Community Summit would be held on May 8, 2008. The neighborhood would be surveyed. A specific road map would be developed. Mayor Stockton noted that there would be issues. There were concerns regarding gentrification. Questions had been raised regarding who would benefit from this project. Alderman Sage was not opposed to the intent. He was concerned about the return on investment and what was the package.

Alderman Schmidt cited the following issues: 1.) absentee landlords; 2.) home ownership; and 3.) improving property values. Neighborhood residents and financial institutions were at the table. Mayor Stockton described this project as an opportunity.

Alderman Purcell noted that this project would be an investment in the west side. One goal would be affordable housing.

Alderman Huette restated that this program had good intentions. He questioned the number of agreements with Teska and his interest in success stories. He questioned the time line for tangible results.

Alderman Schmidt recommended that Teska come and address the Council. Mayor Stockton expressed his concern regarding the message.

April 14, 2008

Alderman Sage restated that he was not opposed to the project. He wanted understanding and a return on investment.

Alderman Stearns wanted feedback from the neighborhood. She supported Alderman Huette's comments. She was also interested in the return on investment. She questioned the big picture.

Motion by Alderman Huette, seconded by Alderman Sage that the Agreement with Teska Associates, Inc. be laid over until the April 28, 2008 City Council Meeting.

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

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

Nays: None.

Motion carried.

Alderman Huette requested that Marty Vanags, EDC Executive Director, and Teska representatives be present at the Council's April 28, 2008 meeting.

Alderman Schmidt also requested representation from the neighborhoods.

The following was presented:

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Resolution to Adopt Illinois Municipal Retirement Fund (IMRF) Early Retirement Incentive (ERI)

The Illinois Municipal Retirement Fund (IMRF) provides that a participating employer may elect to adopt the Early Retirement Incentive (ERI) program for its IMRF participating employees. The program allows employees to draw a pension beginning at age fifty (50) instead of waiting until age fifty-five (55) if they have at least twenty (20) years of service under IMRF. Without the ERI, members receive reduced benefits if they are less than age sixty (60) with less than thirty-five (35) years of service credit when they retire. Under ERI, members age fifty-five (55) to sixty (60) can avoid the reduction by purchasing sufficient service/age to reach age sixty (60) or thirty-five (35) service years. An employee will be able to increase their pension by purchasing additional service/age credit. The City and the participating employee share the additional cost of the ERI program. The employee must purchase additional service/age and the City pays through an increase in its IMRF rate over a set amortization period.

April 14, 2008

City staff undertook an analysis of the cost and benefits to the City should the ERI be offered. The analysis was shared with City Council on March 10, 2008. Answers to follow up questions were forwarded to Council on March 17, 2008. The analysis looked at scenarios under which forty percent, (40%), fifty percent, (50%), and sixty percent, (60%), percent of the employees identified by IMRF as eligible for the ERI would participate in the program. The analysis used the amortization schedules, provided by IMRF, as the cost of the program. Staff's projections of employees likely to take ERI were based on a confidential survey of ERI eligible employees and through conversations with those on the ERI eligibility list.

The ERI program is aimed at long-term staff and encourages the more highly paid employees to retire. Staff made conservative estimates of savings that would accrue to the City under the ERI. Savings were projected based on not rehiring certain positions, on savings from refilling positions with lower paid employees and, in the first year of the program, savings on refilling union positions within contractually permitted time limits, and taking additional time to fill non-union positions.

The analysis indicated that the City could save \$1,400,749 if fifty percent (50%) of the eligible employees take the ERI and the City amortizes the ERI over six years. IMRF requires that their actuarial cost estimate for the ERI be attached to the ERI adoption resolution and the one they prepared for the City of Bloomington with an ERI window of April 30, 2008 to April 30, 2009 is attached. IMRF assumes an amortization period of ten (10) years unless a resolution is passed by Council to adopt a different period. IMRF permits amortization schedules from five (5) to ten (10) years.

Staff recommends that the City Council adopt the IMRF Early Retirement Incentive with a window of April 30, 2008 to April 30, 2009 to be amortized over a six (6) year period.

Respectfully,

Laurie Wollrab
Compensation & Benefit Mngr.

Emily Bell
Human Resource Director

Tom Hamilton
City Manager

RESOLUTION NO. 2008 - 28
RESOLUTION TO ADOPT IMRF EARLY RETIREMENT INCENTIVE

WHEREAS, Section 7-141.1 of the Illinois Pension Code provides that a participating employer may elect to adopt an early retirement incentive program offered by the Illinois Municipal Retirement Fund by adopting a resolution; and

WHEREAS, the goal of adopting an early retirement program is to realize a substantial savings in personnel costs by offering early retirement incentives to employees who have accumulated many years of service credit; and

WHEREAS, IMRF has prepared an actuarial estimate of the cost of an early retirement incentive program for the City of Bloomington; and

April 14, 2008

WHEREAS, the City Council has reviewed the cost estimate and determined that the adoption of an early retirement incentive is in the best interests of the City of Bloomington.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Bloomington that:

1. The City of Bloomington does hereby adopt the Illinois Municipal Retirement Fund early retirement incentive program as provided in Section 7 – 141.1 of the Illinois Pension Code. The early retirement incentive program shall take effect on April 30, 2008.

2. In order to help achieve a true cost savings, an employee who retires under the early retirement incentive program shall lose those incentives if he or she later accepts employment with any IMRF employer in any position. (**Exception:** employee can hold an elected position if he/she chooses to not participate in IMRF and the pension is not based on any service earned in that position during any term of office.)

3. In order to utilize an early retirement incentive as a budgeting tool, the City of Bloomington will use its best efforts either to limit the number of retiring employees replaced or to limit the salaries paid to the replacement employees.

4. The effective date of each employee's retirement under this early retirement incentive program shall be set by the City of Bloomington and shall be no earlier than the effective date of the program and no later than one year after that effective date; except that the employee may require that the retirement date set by the employer be no later than the June 30 next occurring after the effective date of the program and no earlier than the date upon which the employee qualifies for retirement.

5. To be eligible for the early retirement incentive under this Section, the employee must have attained the age of 50 and have at least 20 years of creditable service by his or her retirement dates; and

6. As of the date of the adoption of this Resolution, the Council is not aware of the pending dissolution of the City of Bloomington.

7. The City Clerk shall promptly file a certified copy of this resolution with the Board of Trustees of the Illinois Municipal Fund.

APPROVED this 14th day of April, 2008.

ADOPTED this 15th day of April, 2008.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

April 14, 2008

RESOLUTION NO. 2008 - 29

**A RESOLUTION TO ADOPT AMORTIZATION PERIOD FOR IMRF EARLY
RETIREMENT INCENTIVE**

WHEREAS, on April 14, 2008 the Council of the City of Bloomington adopted Resolution No. 2008 - 28 which established an early retirement incentive (incentive) through the Illinois Municipal Retirement Fund for its employees; and

WHEREAS, Section 7 – 141.1 of the Illinois Pension Code provides that a participating employer may select an amortization period for the actuarial cost of the incentive which may be no greater than 10 years; and

WHEREAS, the City of Bloomington is prohibited from adopting a subsequent incentive until the actuarial costs of the previous program are paid.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Bloomington does hereby request the Illinois Municipal Retirement Fund to amortize the cost of the incentive over a period of six years.

APPROVED this 14th of April, 2008.

ADOPTED this 15th of April 2008.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton introduced this item. He believed the cost of the Early Retirement Incentive (ERI) program would be offset by efficiencies. He acknowledged that there was risk associated with the cost. He cited the loss of valuable knowledge.

Tom Hamilton, City Manager, addressed the Council. He reminded them that a Work Session on ERI was held on March 10, 2008. A number of questions had been raised. The breakeven point was estimated at sixty-eight to seventy-three percent (68 – 73%) of those eligible electing to take advantage of ERI. A survey of those eligible was taken and the anticipated participation rate was fifty percent, (50%). Twenty-one (21) employees responded affirmatively. He estimated total participation at thirty to forty (30 – 40) people. He cautioned that there were no guarantees. The savings figures presented

April 14, 2008

were conservative. The City would select the six (6) year amortization. The projection showed a savings of \$1.4 million. He restated that the figures presented were conservative. The lower the participation rate, the higher the anticipated savings would be. He stated that ERI was not an incentive program. Employees must buy themselves out. He noted that there would be an impact upon demographics. A penalty applies if the individual is less than sixty (60) years of age and has less than thirty-five (35) years of creditable service.

Alderman Schmidt noted that ERI would apply to all employees at every level. Mr. Hamilton noted that the majority of those eligible were union employees. They represented fifty-six percent, (56%), of those eligible. Library employees were also eligible for ERI and had been included in the survey. Employees would also be responsible for their health insurance costs.

A survey was completed of other communities who had offered ERI. Nine (9) of them responded. Eight (8) of them provided a positive response. Five (5) of them had offered ERI a number of times. He expressed his hope that staff had answered the Council's questions to date. He restated that the savings figure presented represented the floor.

Alderman Huette restated that if fifty percent (50%) of those eligible elected to take ERI there would be \$1.4 million in savings over a six (6) year period.

Alderman Sage questioned the community survey. He specifically questioned actual versus estimated savings. Brian Brakebill, Deputy City Manager, addressed the Council. He performed the majority of the work. He noted that most communities did not track savings. The City planned to track actual savings. He offered evidence of savings from other communities by the fact that five (5) of them had offered ERI more than once. Alderman Sage expressed his surprise at the lack of documentation. Mr. Brakebill noted the importance of tracking actual savings in order to make a decision in the future about whether to offer ERI again.

Alderman Stearns expressed her belief that when the state offered its early retirement program, it was not financially advantageous. Mr. Hamilton expressed his opinion that the state's program was poorly conceived. Alderman Stearns expressed her opinion that there were a lot of variables. ERI would be a risk. There could be a cost to the City. The City had considered a variety of risking initiatives. She was opposed to ERI due to the level of risk. She questioned if vacant positions would be filled.

Alderman Hanson stated that the Council wanted personnel costs reduced. ERI would allow this to happen through attrition. ERI would be a history lesson. ERI would be a Council initiative.

Alderman Huette expressed his belief that it was appropriate to look at ERI. He cited \$750,000 in savings through attrition. There was no risk. He restated that it was wise to look at ERI. The City would have to continue to evaluate the ERI program and attrition.

April 14, 2008

Alderman Sage described ERI as artificial attrition. Attrition would come from resignations and retirements. Mr. Hamilton noted that the positions would exist but would not be filled. ERI would accelerate the process. The City would look at new ways of doing things. He cited expenses.

Mayor Stockton noted that there was risk to offering ERI. There also were unknowns.

Alderman Purcell cited the various costs involved. Mr. Brakebill expressed his belief that City staff would continue to re-evaluate ERI. One issue was the City's ability to afford this program. He added his belief that the numbers would be lower. In return, the City would receive an infusion of new talent. Alderman Purcell addressed the fact that the ERI would lower the work force and save the City money. Mr. Brakebill stated that the savings would be significant.

Alderman Fruin addressed the number of variables. He noted that individuals may leave the City's health insurance program.

Motion by Alderman Gibson, seconded by Alderman Huette that the IMRF Early Retirement Incentive with a window of April 30, 2008 to April 30, 2009 to be amortized over a six (6) year period be approved, and the Resolutions adopted.

Alderman Huette addressed the savings potential. He questioned staff realignment. He believed that there would be long term savings. ERI would provide the City with the opportunity to have the most done with the fewest number of people.

Alderman Hanson challenged the Council to gain a grip on future obligations. Mayor Stockton stated that balance was the key.

Alderman Sage struggled with past performance. He noted the abundant growth of staff and the associated cost for same. There was a lack of creditable data. He did not have faith in the estimates provided.

Motion by Alderman Finnegan, seconded by Alderman Gibson to call for the question.

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

Ayes: Aldermen Finnegan, Gibson, Hanson, Sage and Purcell.

Nays: Alderman Stearns, Huette, Schmidt and Fruin.

Motion failed.

Alderman Schmidt expressed her concern with the previous motion. She wanted to extend a courtesy to those in the audience who wanted to address the Council.

April 14, 2008

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

Motion carried.

Roger Dyson, 304 Radliff, addressed the Council. He was employed in the Engineering Department. He had thirty-five (35) years of service with the City. He cited the value of experience. He had spoken with Council members. He believed that ERI would save the City money. ERI was a good benefit. He requested Council support of this item.

Alderman Schmidt questioned participation rate. Mr. Dyson expressed his belief that thirty to thirty-five (30 – 35) employees would elect to participate in ERI.

Mayor Stockton questioned the risk. Mr. Dyson addressed the cost of health insurance. There were a number of factors to consider before electing to participate in ERI.

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

Motion carried.

Alderman Fruin questioned if this item did not pass at this time could the Council consider it at a later date. Mr. Hamilton responded affirmatively. The year window time frame would change. ERI must be open for a twelve (12) month period. If the window changes, so would the pool of those eligible.

Mayor Stockton stressed that the City would need to watch the numbers. Mr. Hamilton stated that a tracking system would be developed per employee.

Motion by Alderman Gibson, seconded by Alderman Huette that the IMRF Early Retirement Incentive with a window of April 30, 2008 to April 30, 2009 to be amortized over a six (6) year period be approved, and the Resolutions adopted.

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

Ayes: Aldermen Finnegan, Gibson, Hanson, Schmidt and Purcell.

Nays: Alderman Stearns, Huette, Sage and Fruin.

Motion carried.

The following was presented:

April 14, 2008

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Public Hearing on 2008-2009 and Five-Year Budget and Adoption of an Ordinance Titled Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2009

Attached is the Budget and Appropriation Ordinance for the Fiscal Year ending April 30, 2009. There have been some minor changes to the water budget, based on the water rate increase which was approved by Council on March 24, 2008. The overall scope of budget has not changed. Otherwise this budget is identical to the one discussed at the Work Session held on March 31, 2008. A summary of the budget is attached.

A public hearing is required and a notice was published on April 4, 2008 announcing this hearing. Staff respectfully recommends that the public hearing be held after which the 2008-2009 Annual Budget and the 2010-2013 Five-Year Budget Ordinance be passed.

The final printed budget document will be filed with the County Clerk and Treasurer within thirty (30) days of the adoption and will be available for distribution.

Respectfully,

Brian J. Barnes
Director of Finance

Tom Hamilton
City Manager

April 14, 2008

ORDINANCE NO. 2008 - 28

**BUDGET AND APPROPRIATION ORDINANCE FISCAL YEAR ENDING APRIL 30,
2009 CITY OF BLOOMINGTON**

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2008 and ending April 30, 2009, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois: that passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4.

Section One. That the amounts hereinafter set forth, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Sister City Fund, S.O.A.R. Fund, Board of Election Fund, Drug Enforcement Fund, Cultural District Fund, Cultural District Donations Fund, Cultural District Equipment Replacement Fund, Community Development Fund, Library Maintenance and Operation Fund, Library Equipment Replacement Fund, General Bond and Interest Fund, Market Square TIF Bond Redemption Fund, 2004 Arena Bond Redemption, 2004 Multi-Project Bond Redemption, Capital Improvements Fund, 2003 Bond Project Fund, Central Bloomington TIF Fund, Fixed Asset Replacement Fund, Water Maintenance and Operation Fund, Water Supply/Depreciation Fund, Water Equipment Replacement Fund, IEPA Loan Disb. Fund, Sewer Maintenance and Operation Fund, Sewer Depreciation Fund, Sewer Equipment Replacement Fund, Parking Maintenance and Operation Fund, Coliseum Parking Fund, Parking Equipment Replacement Fund, Lincoln Parking Facility Fund, Storm Water Management Fund, Storm Water Depreciation Fund, Storm Water Equipment Replacement Fund, U.S. Cellular Coliseum Fund, U.S. Cellular Coliseum Equipment Replacement Fund, CIAM, Employee Group Health Care Fund, Judgment Fund, Flex Cash Fund, Park Dedication Fund, J.M. Scott Health Care Fund, Police Pension Fund and the Fire Pension Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2008 and ending April 30, 2009.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2009, a copy of which is available at the City Clerk's Office and incorporated by reference.

(NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2009, published in book form, copies of which are available for inspection at City Hall, Bloomington Public Library, and other places throughout the City.)

Section Three. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

April 14, 2008

Section Four. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

Section Five. Partial Invalidity. If any section, subdivision, sentence or clause of this Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED this 14th day of April, 2008.

APPROVED this 15th day of April, 2008.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(CITY OF BLOOMINGTON PROPOSED BUDGET AND COMPARISON FISCAL YEAR 2009 – 2009 AND CITY OF BLOOMINGTON, ILLINOIS FUND REVENUE SUMMARY FISCAL YEAR 2008 – 2009, CITY OF BLOOMINGTON FUND EXPENSE SUMMARY FISCAL YEAR 2008 – 2009, CITY OF BLOOMINGTON NET REVENUE/EXPENSE SUMMARY FISCAL YEAR 2008 – 2009, AND CITY OF BLOOMINGTON, ILLINOIS FUND BALANCE SUMMARY FISCAL YEAR 2008 – 2009, ON FILE IN CLERK'S OFFICE)

Mayor Stockton introduced this item. He noted that the Council worked to avoid a property tax increase. He addressed the need to fund the US Cellular Coliseum's debt service. He expressed concern about the City's credit rating. The City needed to rebuild

April 14, 2008

its reserves. The City had commenced providing Emergency Medical Services at the Paramedic level, (EMT – P). The City planned to build two (2) fire stations. Pension funding was a challenge. The resurfacing budget would be over \$1.2 million. Cost for the City were increasing. A capital fund must be developed for water improvements. He addressed the Back to the Basics program.

Mayor Stockton opened the Public Hearing on the budget. Rich Buchanan, 1206 E. Jefferson, addressed the Council. He had followed this year's budget process with interest. He supported the Council's approach to the budget. The Council had done a wonderful job of putting the taxpayers first.

No one else came forward to address the Council. Mayor Stockton closed the Public Hearing.

Alderman Fruin noted that the Council seldom addressed the City's accomplishments.

Alderman Stearns addressed conversations with constituents. She cited the various fee and tax increases. She addressed the issue of affordability. She encouraged the Council to look at employees who receive top level salaries. She questioned the City's agreement with RIMCO. She also questioned the use of City vehicles which was described as free commuting. There were issues with bulk pick up. She stated her intention to vote against this item due to missed savings.

Mayor Stockton noted that there had been separate votes on taxes and fee increases.

Alderman Sage noted that hours had been spent on the budget. Lengthy discussions were inevitable. Council shared comments and questions. No one can demand consensus from the Council. He supported the budget road map. He described the budget as a first step. He expressed his appreciation for the approach to the budget.

Alderman Purcell noted that this had not been an easy process. He cited the budget cuts and increasing fees and taxes. The budget process started last May.

Motion by Alderman Schmidt, seconded by Alderman Gibson that the Public Hearing be held, and the Ordinance be passed.

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

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

Nays: Alderman Stearns.

Motion carried.

April 14, 2008

MAYOR'S DISCUSSION: Mayor Stockton requested information regarding local vendors versus out of town companies. He requested that City staff provide the Council with written policies. Tom Hamilton, City Manager, addressed the Council. This type of policy would be difficult to implement. It may discourage out of town vendors. It may have an impact upon pricing. Preference has been given when service is a consideration.

CITY MANAGER'S DISCUSSION: None.

ALDERMEN'S DISCUSSION: Alderman Fruin cited the City's fuel purchases. He believed that fuel should be rebid more often because the City would find value in this business practice.

Alderman Stearns expressed her support for Alderman Fruin's comments.

Alderman Finnegan informed the Council that Kiwanis Golden K group cleaned up part of the Constitution Trail. He expressed his appreciation to the Parks and Recreation Department staff.

Alderman Hanson requested that the Council be brought up to speed on hybrid gangs. He requested that briefings be arranged. Alderman Sage echoed Alderman Hanson's comments.

Alderman Fruin expressed his appreciation for being provided with specific dates and topics for Work Sessions. He questioned if there were additional topics of interest.

Alderman Schmidt addressed the condition of the Market St. Garage. She questioned if the City had any plans to clean same. Tom Hamilton, City Manager, addressed the Council. He informed them that an individual would be hired to address maintenance.

Alderman Purcell requested that the Council be updated on ERI. Tom Hamilton, City Manager, addressed the Council. City staff would prepare a spreadsheet by position.

Alderman Stearns announced Parkway Pride. She believed that clean neighborhoods were key to investment in same. The City needed to address those who abuse the bulk waste service. She cited the expense to the City.

Motion by Alderman Huette, seconded by Alderman Purcell, that the meeting be adjourned. Time: 10:05 p.m.

Motion carried.

Tracey Covert
City Clerk